

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2025

A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Baginski, Finkelman, Shallcross Smith, and Casey

Date Introduced: February 26, 2025

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

SECTION 1. Sections 34-18-15 and 34-18-19 of the General Laws in Chapter 34-18 entitled "Residential Landlord and Tenant Act" are hereby amended to read as follows:

34-18-15. Terms and conditions of rental agreement. [Effective January 1, 2025.]

(a) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(1) If there are fees beyond the rent that apply to the rental of a unit, the lease shall disclose those fees in the same section as the rent disclosure and shall indicate that additional fees may apply. This requirement does not apply whenever the tenant or unit are receiving state or federal subsidies that require a different lease format.

(2) If there is no written lease, the landlord shall provide to the tenant, in writing, a list of all fees beyond the rent that apply to the rental of the unit. Any change in required fees must be disclosed in writing at least thirty (30) days prior to the change becoming effective.

(3) In any lease agreement the landlord shall disclose which utility costs are included in the rent and which utility costs are the tenant's responsibility. If there is no written lease, the landlord shall provide this information to the tenant in writing.

(4) If a tenant is required to obtain renters insurance, this requirement must be stated in the lease or if there is no written lease the landlord shall provide this information to the tenant in writing.

1 (5) If a landlord fails to comply with subsections (a)(1) — (a)(4) of this section, the tenant
2 may recover any fees paid for the unit that were not disclosed as required.

3 (b) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and
4 occupancy of the dwelling unit.

5 (c) Rent is payable without demand or notice at the time and place agreed upon by the
6 parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at
7 the beginning of any term of one month or less and otherwise in equal monthly installments at the
8 beginning of each month. Unless otherwise agreed, rent is uniformly apportionable from day-to-
9 day.

10 (d) Unless the rental agreement fixes a definite term, the tenancy is week-to-week in case
11 of a roomer who pays weekly rent, and in all other cases month to month.

12 (e) A tenant who is sixty-five (65) years of age or older or who will turn sixty-five (65)
13 during the term of a rental agreement for a dwelling unit may terminate such a rental agreement in
14 order to enter a residential care and assisted living facility, as defined in § 23-17.4-2, a nursing
15 facility, or a unit in a private or public housing complex designated by the federal government as
16 housing for the elderly. The tenant may terminate the rental agreement by notice given in writing
17 to the usual person to whom rental payments are made. The notice shall be accompanied by
18 documentation of admission or pending admission to a facility or housing complex described in
19 this section. Termination of the rental agreement shall be effective no earlier than forty-five (45)
20 days after the first rental payment due date following delivery of written notice of termination.

21 (f)(1) A lease of premises occupied, or intended to be occupied, by a servicemember or a
22 servicemember's dependents may be unilaterally terminated if:

23 (i) The lease is executed by or on behalf of a person who, thereafter, and during the term
24 of the lease, enters military service; or

25 (ii) The servicemember, while in military service, executes the lease and thereafter receives
26 military orders for a change of permanent station or to deploy with a military unit, or as an
27 individual in support of a military operation, for a period of not less than ninety (90) days; and

28 (iii) The lessee delivers to the lessor (or the lessor's grantee), or to the lessor's agent (or
29 the agent's grantee), written notice of the termination, and a copy of the servicemember's military
30 orders.

31 (2) **Effective date of lease termination.** In the event that a lease provides for monthly
32 payment of rent, termination of the lease under this section is effective thirty (30) days after the
33 first date on which the next rental payment is due and payable after the date on which the notice is
34 delivered.

(3) In the case of any other lease, termination of the lease is effective on the last day of the month following the month in which the notice is delivered.

(4) The lessee shall be responsible for rent amounts of the lease that are unpaid for the period preceding the effective date of the lease termination on a prorated basis. The lessor may not impose an early termination charge, but any taxes, summonses, or other obligations and liabilities of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee for excess wear, that are due and unpaid at the time of termination of the lease, shall be paid by the lessee.

(5) **Rent paid in advance.** Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the lessor's assignee or the assignee's agent) within thirty (30) days of the effective date of the termination of the lease. Nothing in this section shall prohibit the tenant from paying the last month's rent or any other prepaid rent.

(6) A lessee's termination of a lease pursuant to this section shall terminate any obligation a dependent of the lessee may have under the lease.

34-18-19. Security deposits.

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of ~~one~~ two (2) month's periodic rent.

(b) Upon termination of the tenancy, the amount of security deposit due to the tenant shall be the entire amount given by the tenant as a security deposit, minus any amount of unpaid accrued rent, the amount due, if any, for reasonable cleaning expenses, the amount due, if any, for reasonable trash disposal expenses and the amount of physical damages to the premises, other than ordinary wear and tear, that the landlord has suffered by reason of the tenant's noncompliance with § 34-18-24, all as itemized by the landlord in a written notice delivered to the tenant. The landlord shall deliver the notice, together with the amount of the security deposit due to the tenant, within twenty (20) days after the later of either termination of the tenancy, delivery of possession, or the tenant's providing the landlord with a forwarding address for the purpose of receiving the security deposit.

(c) If the landlord fails to comply with subsection (b), the tenant may recover the amount due him or her, together with damages in an amount equal to twice the amount wrongfully withheld, and reasonable attorney fees.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under this chapter.

(e) This section does not preclude any landlord who rents a furnished apartment from

1 demanding or receiving a furniture security deposit if the replacement value of the furniture being
2 furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000)
3 or greater, in which instance the landlord may charge a separate furniture security deposit of up to
4 one month's periodic rent.

5 (f) Upon termination of the tenancy, the amount of furniture security deposit due to the
6 tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the
7 amount due, if any, for reasonable cleaning expenses and repair and the amount of physical
8 damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice,
9 together with the amount of the furniture security deposit due to the tenant, within twenty (20) days
10 after the later of either termination of the tenancy, delivery of possession, or the tenant's providing
11 the landlord with a forwarding address for the purpose of receiving the furniture security deposit.

12 (g) In the event the landlord transfers his or her interest in the premises, the holder of the
13 landlord's interest in the premises at the time of the termination of the tenancy is bound by this
14 section.

15 (h) No rental agreement shall contain any waiver of the provisions of this section.

16 SECTION 2. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
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RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

- 1 This act would add a provision that allows a tenant to pay the last month's rent or any other
2 prepaid rent. It would also increase the amount that a security deposit can be requested from one to
3 two (2) months of rent.
4 This act would take effect upon passage.

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