

2024 -- H 7962

=====
LC005379
=====

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2024

—————
A N A C T

RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

Introduced By: Representatives Morales, Cruz, Giraldo, Tanzi, Stewart, Diaz, Potter,
Kislak, Batista, and Speakman

Date Introduced: March 05, 2024

Referred To: House Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Section 34-18-11 of the General Laws in Chapter 34-18 entitled "Residential
2 Landlord and Tenant Act" is hereby amended to read as follows:

3 **34-18-11. Definitions.**

4 Subject to additional definitions contained in subsequent sections of this chapter which
5 apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

6 (1) "Abandonment" means the tenant has vacated the premises without notice to the
7 landlord and has no intention of returning, as evidenced by nonpayment of rent for more than fifteen
8 (15) days and removal of substantially all possessions from the premises;

9 (2) "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other
10 proceeding in which rights are determined, including an action for possession;

11 (3) "Building and housing codes" include any law, ordinance, or governmental regulation
12 concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or
13 appearance of any premises of dwelling unit;

14 (4) "Dwelling unit" means a structure or part of a structure that is designed or intended to
15 be used as a home, residence, or sleeping place by one or more persons;

16 (5) "Fair rental value" means rent which is of comparable value with that of other rental
17 properties of similar size and condition within the contiguous neighborhood;

18 (6) "Good faith" means honesty in fact in the conduct of the transaction concerned;

19 (7) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building

1 of which it is a part, and it also means a manager of the premises who fails to disclose as required
2 by § 34-18-20;

3 (8) “Ordinary wear and tear” means deterioration of the premises which is the result of the
4 tenant’s normal nonabusive living and includes, but is not limited to, deterioration caused by the
5 landlord’s failure to prepare for expected conditions or by the landlord’s failure to comply with his
6 or her obligations;

7 (9) “Organization” includes a corporation, government, governmental subdivision or
8 agency, business trust, estate, trust, partnership of association, two (2) or more persons having a
9 joint or common interest, and any other legal or commercial entity;

10 (10) “Owner” shall mean any person who, alone or jointly or severally with others:

11 (i) Has legal title or tax title (pursuant to §§ 44-9-40 — 44-9-46, inclusive, of the general
12 laws) to any dwelling, dwelling unit or structure with or without accompanying actual possession
13 thereof; or

14 (ii) Has charge, care, or control of any dwelling, dwelling unit or structure as owner or
15 agent of the owner, or an executor, administrator, trustee, or guardian of the estate of the owner.
16 Any person representing the actual owner in this way shall be bound to comply with the provisions
17 of this chapter and of rules and regulations adopted pursuant thereto to the same extent as if he or
18 she were the owner.

19 (11) “Person” includes an individual or organization;

20 (12) “Premises” means a dwelling unit and the structure of which it is a part and facilities
21 and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally,
22 or the use of which is promised to the tenant;

23 (13) “Rent” means the payment or consideration that a tenant pays to a landlord for the use
24 of the premises, whether money, services, property, or produce of the land;

25 (14) “Rental agreement” means all agreements, written or oral, and valid rules and
26 regulations adopted under § 34-18-25 embodying the terms and conditions concerning the use and
27 occupancy of a dwelling unit and premises, and also includes any terms required by law;

28 (15) “Roomer” means a tenant occupying a dwelling unit which consists of any room or
29 group of rooms forming a single habitable unit used or intended to be used for living and sleeping,
30 but not for cooking or eating purposes;

31 (16) “Security deposit” means a sum of money given by a tenant to a landlord at the outset
32 of the tenancy or shortly thereafter, as a deposit against physical damages to the tenant’s dwelling
33 unit during said tenancy;

34 (17) “Tenant” means a person entitled under a rental agreement to occupy a dwelling unit

1 to the exclusion of others;

2 (18) “Tenants’ union” means two (2) or more tenants engaged in concerted activities for
3 their mutual aid or protection regarding the terms and conditions of their rental housing.

4 (19) “Tenants’ union representative” means the person designated by the members of a
5 tenants’ union to represent it in connection with any studies, investigations, and hearings involving
6 that union or its members. Such person is not required to be a tenant or resident of the housing
7 accommodation

8 ~~(18)~~(20) “Transitional housing facility” means a facility which, for a period not to exceed
9 two (2) years, provides its residents with appropriate social services for the purpose of fostering
10 independence, self sufficiency, and eventual transition to a permanent living arrangement;

11 ~~(19)~~(21) “Willful” means that the act was performed intentionally, knowingly and
12 purposely, not accidentally or inadvertently and without justifiable excuse.

13 SECTION 2. Chapter 34-18 of the General Laws entitled "Residential Landlord and Tenant
14 Act" is hereby amended by adding thereto the following section:

15 **34-18-61. Tenants' unions -- Registration and consolidated complaints.**

16 (a) Two (2) or more tenants engaged in concerted activities for their mutual aid or
17 protection regarding the terms and conditions of their rental housing may register as a tenants’
18 union with the department of housing.

19 (b) The housing resources commission (§ 42-128-4) shall establish and administer a
20 hearing process pursuant to chapter 35 of title 42 for consolidated complaints filed by tenants’
21 unions, pertaining to the rights and obligations of tenants and landlords outlined in this chapter.
22 The purpose of the hearing process shall be that of this chapter, namely to maintain and improve
23 the quality and availability of housing, in this case by identifying and sanctioning demonstrated
24 patterns of landlord misconduct.

25 (c) Two (2) or more tenants may file a consolidated complaint, as of right, for the purpose
26 of initiating an investigation and hearing, unless the complaint is severed in accordance with
27 subsection (f) of this section. The commission shall establish procedures to administer consolidated
28 complaints in accordance with this subsection. The commission shall provide forms that facilitate
29 and simplify the filing of such complaints.

30 (d) The commission shall prepare and make available a complaint form for use by persons
31 desiring to file consolidated complaints. The form for the consolidated complaint shall provide for
32 the following information:

33 (1) The name and contact information for each individual tenant who wishes to be a party
34 to the complaint;

1 (2) The name and contact information for any person(s) authorized to act as a representative
2 of the complainants;

3 (3) An explanation of the facts and law common to the parties to the complaint; and
4 (4) Addenda to explain the facts and law pertaining to individual parties.

5 (e) Upon the filing of a consolidated complaint, the commission shall assign separate case
6 numbers to each party and set a date for a consolidated hearing. Each party and authorized
7 representative shall be permitted to testify in accordance with procedures determined by the
8 commission.

9 (f) Following an investigation or hearing for a consolidated complaint, the commission
10 and/or the commission's designated staff, on its own motion or the motion of any party, shall have
11 the discretion to sever a party from the consolidated complaint for the purpose of issuing orders
12 based on the particular circumstances of individual parties.

13 (g) The commission may refer any complaint to the appropriate town, city, state, or federal
14 agency; provided, however, if the complaint is within the jurisdiction of the commission, the
15 commission shall concurrently exercise its powers under this subsection. The commission shall
16 notice the complainant and the respondent of referrals made and the referral agency shall notify the
17 complainant and respondent upon receipt of the referral.

18 (h) Upon the filing of a complaint, the commission shall promptly notify all parties in
19 writing of the receipt of the complaint. Such notice shall be in plain language and include:

20 (1) Information that informs all parties that the landlord is prohibited from retaliating
21 against the party or parties due to the filing of the complaint;

22 (2) Notice if the complaint is within the jurisdiction of the commission;

23 (3) If the complaint has been referred to another city or town, state, or federal agency,
24 notice of the referral and contact information of the agency to which the complaint was referred;

25 (4) Notice of the day, time and location of the hearing if it has been scheduled;

26 (5) Phone number of who to contact for additional information; and

27 (6) Information on legal services, rental assistance, and other resources.

28 (i) If a complaint alleges, or the commission determines, housing conditions that violate a
29 housing, health, building or other code or statute, the commission shall notify the appropriate state
30 or municipal office or appropriate enforcement agency, which may then concurrently exercise its
31 own powers. In addition, the commission may request that the appropriate municipal official or
32 agency promptly investigate and provide a report to the commission. In those instances, such
33 referral shall not prevent the commission from exercising its legal authority regarding such non-
34 compliance.

1 (j) The commission or municipal staff may, to the extent practicable, encourage the parties
2 to the complaint to reach a mutually satisfactory resolution through informal conciliation.
3 Municipal staff may serve as informal conciliators. Any agreement to resolve the complaint shall
4 be in writing and signed by the parties.

5 (k) A hearing on the complaint shall be scheduled subject to delay upon written agreement
6 of the parties to seek conciliation of the complaint. Written notice of the date, time, and place of
7 the hearing shall be given by mailing a notice thereof, by certified return-receipt-requested mail,
8 postage prepaid, and by regular first-class mail and, if practicable, by electronic mail, to the
9 respective complaining and respondent parties, at least seven (7) days prior to the hearing. The
10 persons entitled to receive the notice as set forth herein are hereinafter designated as the party or
11 parties to the complaint.

12 (l) All hearings shall be accessible to people with disabilities in accordance with the
13 requirements of the general laws, and the charter and ordinances of the cities and towns. The city
14 or town, on behalf of the commission, shall provide sign language services for persons who are
15 deaf or hard-of-hearing, interpretation and translation services for people speaking languages other
16 than English. When necessary, documents can also be provided in braille or large print upon
17 request.

18 (m) At the hearing, each party shall have the right to offer such testimony, exhibits, and
19 witnesses as the party deems necessary or appropriate.

20 (n) The testimony of all persons shall be under oath, and any member of the commission
21 is hereby authorized to administer the oath to a witness.

22 (o) The commission shall have the power to subpoena any person to appear before the
23 commission, and shall have the power to compel the production of any books or documents relating
24 to any matter before the commission.

25 (p) Any party shall have the right to be represented by any person duly authorized by the
26 party at any hearing. In addition, any party shall have the right, or through the party's representative,
27 to cross examine any witnesses produced at the hearing and to examine all documents offered in
28 evidence.

29 (q) The commission recognizes the right of tenants to organize tenants' unions consistent
30 with this chapter and the commission's rules, regulations, and procedures. The commission shall
31 accept complaints collected and submitted via the appropriate forms from a tenants' union
32 representative. At the written request of a tenants' union representative, the commission may study
33 and investigate the housing market, housing accommodations and other housing related factors of
34 the tenants represented by that tenants' union. The commission may rely on such findings when

1 reaching a decision on complaints filed. The commission may also refer those findings to other
2 town departments or commissions responsible for regulating housing accommodations within the
3 town.

4 (r) The commission shall have the right to request the assistance of any department of the
5 city or town government, including any available records, information, or expert witnesses which
6 the department may have in its employ.

7 (s) The commission is empowered to hire or retain any competent experts to advise it.

8 (t) In the event that there is insufficient time to complete a hearing, the commission shall
9 have the power to adjourn the hearing to another time and date. The commission may impose costs
10 upon any party found to have caused an adjournment without good cause.

11 (u) No sale, assignment, transfer of the housing accommodation in question or attempt to
12 evict any party or parties shall be cause for discontinuing any pending proceeding nor shall it affect
13 the rights, duties and obligations of the commission or the parties.

14 (v) After the completion of the public hearing and the receipt of all evidence, testimony
15 and exhibits to be submitted by the parties to it, the commission shall make such orders as are
16 authorized herein.

17 (w) Hearings shall be recorded, and recordings shall be made available to the parties upon
18 request. Upon request by any party, the commission may cause the recording to be transcribed at
19 the expense of the requesting party but an exception to transcription cost will be allowed for
20 indigent parties. In the event of an appeal to the superior court, the commission shall cause the
21 recording to be transcribed and shall certify the transcript to the court as part of the record.

22 (x)(1) If the commission determines after a hearing that a housing accommodation fails to
23 comply with any municipal ordinance or state statute or regulation relating to health and safety, the
24 commission may order the suspension or reduction of further payment of rent by the party or parties
25 until such time as the landlord makes the necessary changes, repairs or installations in order to
26 bring the housing accommodation into compliance with such laws, statutes, or regulations. The
27 commission may order that the rent during such period shall be paid to the commission to be held
28 in escrow subject to such ordinances or provisions as may be adopted by the town. Upon the
29 landlord's full compliance with such ordinance, statute or regulation for which payments were
30 made into escrow, the commission shall, in its sole discretion, determine after hearing such
31 distribution of the escrowed funds; or

32 (2) Refer the matter to the appropriate municipal agency or the law enforcement authorities
33 for enforcement of the appropriate municipal ordinance, the general laws or state regulation, if the
34 commission determines that the housing accommodation in question fails to comply with any

1 municipal ordinance or the general laws or state regulations relating to health and safety;
2 (3) Dismiss the complaint;
3 (4) Continue, review, terminate, or suspend all of its orders and decisions;
4 (5) Continue the complaint for final disposition if it finds that the complaint involves a
5 matter which can be corrected or adjusted between the parties and it finds that such a continuance
6 would be appropriate under the circumstances;
7 (6) Order payments of the rent in escrow to the commission with the option to order
8 temporary reduction or suspension of the rent until the landlord has corrected the situation;
9 (7) Order the posting of a sufficient performance bond by the landlord until such time as
10 the landlord has corrected any health and safety violations which the appropriate authorities have
11 investigated and have certified to the commission as existing code violations relating to health and
12 safety; and
13 (8) Enter cease and desist orders to carry out the provisions of this section.
14 (y) At the conclusion of a hearing or investigation into a consolidated complaint, the
15 commission may:
16 (1) Issue orders addressing the collective grievances common to the party or parties
17 included in the complaint; and
18 (2) Issue individual orders tailored to the particular circumstances of individual parties of
19 a consolidated complaint.
20 (z) At the conclusion of the hearing or investigation, the commission shall notify each
21 complainant in writing of the decision of the commission. Any order and notice of the commission
22 shall include an advisement to the parties of their right to appeal to the superior court.
23 (aa) The receipt of any notice of termination of tenancy, except for nonpayment of rent, or
24 of increase in rent, or of any substantial alteration in the terms of tenancy within six (6) months of
25 the tenant exercising their right to organize for better living conditions pursuant to this section shall
26 create a rebuttable presumption that such notice or other action is a reprisal against the tenant for
27 engaging in such activities. Such presumption shall be rebutted only by clear and convincing
28 evidence that such person's action was not a reprisal against the tenant and that such person had
29 sufficient independent justification for taking such action, and would have, in fact, taken such
30 action, in the same manner and at the same time the action was taken, regardless of tenants engaging
31 in or the belief that tenants had engaged in activities protected under this section. Any waiver of
32 this provision in any lease or other rental agreement shall be void and unenforceable.

1 SECTION 3. This act shall take effect upon passage.

=====
LC005379
=====

EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO PROPERTY -- RESIDENTIAL LANDLORD AND TENANT ACT

1 This act would recognize tenants' unions and provide a procedure whereby the housing
2 resources commission shall administer a hearing process for consolidated complaints filed by
3 tenants' unions, pertaining to the rights and obligations of tenants and landlords outlined in this
4 chapter. The purpose of the hearing process would be to maintain and improve the quality and
5 availability of housing, in this case by identifying and sanctioning demonstrated patterns of
6 landlord misconduct.

7 This act would take effect upon passage.

=====
LC005379
=====