

# Rhode Island

## Landlord - Tenant Laws Complete Guide



# Rhode Island Landlord-Tenant Laws: Complete Guide

## Your Comprehensive Legal Reference

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### Introduction

This comprehensive guide provides a complete overview of Rhode Island's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

### How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

**Important:** This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Rhode Island.

# Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

## **Security Deposit Maximum:**

**What This Means:** Cannot exceed one (1) month's rent

## **Legal Statute:**

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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 demanding or receiving a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000) or greater, in which instance the landlord may charge a separate furniture security deposit of up to one month's periodic rent.

(f) Upon termination of the tenancy, the amount of furniture security deposit due to the tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the amount due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice, together with the amount of the furniture 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 furniture security deposit.

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

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

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**Security Deposit Interest:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Separate Security Deposit Bank Account:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Non-refundable fees:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Pet Deposits and Additional Fees:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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## **Deadline for Returning Security Deposit:**

**What This Means:** The landlord is required to deliver the itemized notice, along with the amount of the security deposit owed to the tenant, within twenty (20) days following the later of the termination of the tenancy, the delivery of possession of the dwelling unit, or the tenant providing the landlord with a forwarding address for the purpose of receiving the security deposit.

## **Legal Statute:**

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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 demanding or receiving a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000) or greater, in which instance the landlord may charge a separate furniture security deposit of up to one month's periodic rent.

(f) Upon termination of the tenancy, the amount of furniture security deposit due to the tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the amount due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice, together with the amount of the furniture 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 furniture security deposit.

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

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

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### **Permitted Uses of the Deposit:**

**What This Means:** The security deposit can be used for any amount of unpaid accrued rent, the amount due, if any, for reasonable cleaning expenses, 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 .

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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 demanding or receiving a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000) or greater, in which instance the landlord may charge a separate furniture security deposit of up to one month's periodic rent.

(f) Upon termination of the tenancy, the amount of furniture security deposit due to the tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the amount

due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice, together with the amount of the furniture 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 furniture security deposit.

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

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

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### **Security Deposit can be Withheld:**

**What This Means:** The security deposit can be used for any amount of unpaid accrued rent, the amount due, if any, for reasonable cleaning expenses, 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. The landlord must provide an itemized list of any monies kept from the deposit.

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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 demanding or receiving a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000) or greater, in which instance the landlord may charge a separate furniture security deposit of up to one month's periodic rent.

(f) Upon termination of the tenancy, the amount of furniture security deposit due to the tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the amount due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice, together with the amount of the furniture 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 furniture security deposit.

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

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

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### **Require Written Description/Itemized List of Damages and Charges:**

**What This Means:** An itemized list of damages and charges is required.

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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 demanding or receiving a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000) or greater, in which instance the landlord may charge a separate furniture security deposit of up to one month's periodic rent.

(f) Upon termination of the tenancy, the amount of furniture security deposit due to the tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the amount due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice, together with the amount of the furniture 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 furniture security deposit.

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

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

R.I. Gen. Laws § 34-18-19

Amended by 2018 Pub. Laws, ch. 260, § 1, eff. 7/2/2018.

Amended by 2018 Pub. Laws, ch. 229, § 1, eff. 7/2/2018.

Amended by 2015 Pub. Laws, ch. 134, § 1, eff. 6/26/2015.

Amended by 2015 Pub. Laws, ch. 125, § 1, eff. 6/25/2015.

P.L. 1986, ch. 200, § 2.

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**Receipt of Security Deposit:**

**What This Means:** No statute.

**Legal Statute:**

No content available

## **Record Keeping of Deposit Withholdings:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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## **Failure to Comply:**

**What This Means:** If the landlord fails to comply with the regulations regarding the return of the security deposit, the tenant has the right to recover the amount due, along with damages equal to twice (2X) the amount that was wrongfully withheld, as well as reasonable attorney fees.

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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 demanding or receiving a furniture security deposit if the replacement value of the furniture being furnished by the landlord valued at the time the lease is executed is five thousand dollars (\$5,000) or greater, in which instance the landlord may charge a separate furniture security deposit of up to one month's periodic rent.

(f) Upon termination of the tenancy, the amount of furniture security deposit due to the tenant shall be the entire amount given by the tenant as a furniture security deposit, minus the amount due, if any, for reasonable cleaning expenses and repair and the amount of physical damages to the furniture, other than ordinary wear and tear. The landlord shall deliver the notice, together with the amount of the furniture 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 furniture security deposit.

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

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

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## Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

### Rent is Due:

**What This Means:** Rent payments are due as agreed in the lease. If no agreement, rent must be paid at the beginning of the month.

### Legal Statute:

Section 34-18-15 - [Effective 1/1/2025] Terms and conditions of rental agreement

(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.

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

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

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

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

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

(f)

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

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

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

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

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

(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.

R.I. Gen. Laws § 34-18-15

Amended by 2024 Pub. Laws, ch. 308, § 2, eff. 1/1/2025.

Amended by 2024 Pub. Laws, ch. 309, § 2, eff. 1/1/2025.

Amended by 2013 Pub. Laws, ch. 237, § 2, eff. 7/11/2013.

Amended by 2013 Pub. Laws, ch. 191, § 2, eff. 7/11/2013.

P.L. 1986, ch. 200, § 2; P.L. 1993, ch. 291, § 1.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

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#### **Payment Methods:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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#### **Rent Increase Notice:**

**What This Means:** A 60-day notice is required for a rent increase prior to the effective date. For month-to-month tenants over the age of 62, 120 days' notice is mandatory.

#### **Legal Statute:**

(a) Prior to an increase in rent being imposed by a landlord for a residential tenancy, excluding an independent living facility, assisted living facility, or congregate care facility, notice of the increase shall be given in writing to any tenant by a landlord at least sixty (60) days prior to the effective date of the increase.

(b) A landlord of a residential tenancy, excluding an independent living facility, assisted living facility, or congregate care facility, shall give at least one hundred twenty (120) days notice to month to month tenants over the age of sixty-two (62) years, before raising the rent.

(c) Provided, however, that nothing in this section shall require a landlord to provide notice of a rent increase on a timeframe that exceeds the timeframe set forth under any other state or federal law or regulation or requirement of any applicable housing program established under state or federal law or regulation.

R.I. Gen. Laws § 34-18-16.1

Amended by 2024 Pub. Laws, ch. 244, § 1, eff. 6/24/2024.

Amended by 2024 Pub. Laws, ch. 243, § 1, eff. 6/24/2024.

P.L. 1986, ch. 222, §1; P.L. 2005, ch. 397, § 1.

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**Late Fees:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Application Fees:**

**What This Means:** Landlords, or people representing the landlord shall not be allowed to require or demand any prospective tenant to pay for a rental application fee.

**Legal Statute:**

Section 34-18-59 - Fair limitation on rental application fees - Effective January 1, 2024

(a) A landlord, lessor, sub-lessor, real estate broker, property management company, or designee shall not be allowed to require or demand any prospective tenant to pay for a rental application fee.

(b) Nothing in this section shall be construed to prohibit a landlord, lessor, sub-lessor, real estate broker, property management company, or designee from requiring an official state criminal background check from the bureau of criminal identification (BCI), department of attorney general, state police or local police department where the prospective tenant resides or from requiring a credit check subject to the following limitations:

(1) If a prospective tenant provides a required official state criminal background check or credit report issued within ninety (90) days of the application for a rental unit, no fee for such official

state criminal background check and/or credit report may be charged by the respective landlord, lessor, sub-lessor, real estate broker, property management company, or designee;

(2) If a prospective tenant does not provide a required official state background check and/or credit report issued within ninety (90) days of the application for a rental unit, then the landlord, lessor, sub-lessor, real estate broker, property management company, or designee may charge the prospective tenant a fee representing not more than the actual cost of obtaining the official state background check and/or credit report. Provided further, any prospective tenant who is charged a fee under this subsection for a background check or credit report shall be provided with a copy of the background check or credit report; and

(3) Nothing in this section shall be construed to prohibit the landlord, lessor, sub-lessor, real estate broker, property management company, or designee from obtaining an independent background check or credit report at the landlord's own expense.

R.I. Gen. Laws § 34-18-59

Added by 2023 Pub. Laws, ch. 319, § 1, eff. 1/1/2024.

Added by 2023 Pub. Laws, ch. 320, § 1, eff. 1/1/2024.

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### **Prepaid Rent:**

**What This Means:** Any prepaid rent for a period after the effective termination of a residential lease must be refunded within 30 days.

### **Legal Statute:**

Section 34-18-15 - [Effective 1/1/2025] Terms and conditions of rental agreement

(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 cost are included in the rent and which utility cost are the tenant's responsibility. If there is no written lease, the landlord shall provide this information to the tenant 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.

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

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

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

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

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

(f)

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

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

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

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

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

(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.

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### **Returned Check Fees:**

**What This Means:** Those who fail to pay the amount demanded within thirty (30) days of the mailing of the notice of dishonored check shall be liable to the holder for:

(1) The amount of the check or other instrument;

(2) A collection fee of twenty-five dollars (\$25.00);

(3) An amount equal to three (3) times the amount of the check or instrument, but in no case less than two hundred dollars (\$200) and in no case more than one thousand dollars (\$1,000).

### **Legal Statute:**

(a) If a check, draft, or other instrument has not been paid within thirty (30) days after the holder has sent a notice of dishonor to the maker or drawer of a check, draft, or other instrument that has been dishonored, pursuant to §§ 6-42-1 and 6-42-2, the holder may seek the damages

provided under this section in the district court and may at the holder's election be in accordance with the procedure for small claims set forth in chapter 16 of title 10.

(b) The maker or drawer of a dishonored check or other instrument who fails to pay the amount demanded within thirty (30) days of the mailing of the notice of dishonor shall be liable to the holder for:

(1) The amount of the check or other instrument;

(2) A collection fee of twenty-five dollars (\$25.00);

(3) An amount equal to three (3) times the amount of the check or instrument, but in no case less than two hundred dollars (\$200) and in no case more than one thousand dollars (\$1,000).

R.I. Gen. Laws § 6-42-3

P.L. 1988, ch. 93, § 1.

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### **Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):**

**What This Means:** Allowed. The tenant may take reasonable measures to secure essential services and are permitted to deduct their costs from the rent. If doing so, tenant must follow all provisions in the statute.

### **Legal Statute:**

(a) If, contrary to the rental agreement or § 34-18-22, the landlord willfully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential service, the tenant may give reasonable notice to the landlord specifying the breach and may:

(1) Take reasonable and appropriate measures to secure reasonable amounts of heat, running water, hot water, electric, gas, and other essential service during the period of the landlord's noncompliance and deduct their actual and reasonable costs from the periodic rent; or

(2) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or

(3) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

(b) In addition to the remedy provided in subsection (a)(3) of this section, the tenant may recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent, and in any case under subsection (a) of this section, may recover reasonable attorney's fees.

(c) If the tenant proceeds under this section, he or she may not proceed under § 34-18-28 or § 34-18-30 as to that breach.

(d) Rights of the tenant under this section do not arise until he or she has given notice to the landlord, nor does this section apply if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his or her family, or other person on the premises with his or her consent.

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### **Tenant Allowed to Repair and Deduct Rent:**

**What This Means:** If the reasonable cost of compliance is less than five hundred dollars (\$500) total per year, the tenant may have repairs done in a skilled manner, in compliance with applicable state and local codes, and deduct from their rent the actual and reasonable cost or the fair and reasonable value of the repairs. To be eligible, tenants must follow all provisions of the statute.

### **Legal Statute:**

(a) If the landlord fails to comply with subsection of § 34-18-22(a)(1), (2), (4), (5), or (6), and the reasonable cost of compliance is less than five hundred dollars (\$500) in the aggregate per year, the tenant may cause repairs to be done in a skilled manner, in compliance with applicable state and local codes, and deduct from their rent the actual and reasonable cost or the fair and reasonable value of the repairs if:

(1) The tenant notifies the landlord of the tenant's intention to correct the condition at the landlord's expense; and

(2) The landlord fails to comply within twenty (20) days, or fails to demonstrate ongoing, good faith efforts to comply, after being notified by the tenant in writing; or, in the case of emergency, the landlord either cannot be reached by the tenant, or the landlord fails to comply as promptly as conditions require; and

(3) The tenant submits an itemized statement to the landlord of the cost or the fair and reasonable value of the repairs made.

(b) A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

R.I. Gen. Laws § 34-18-30

Amended by 2023 Pub. Laws, ch. 286, § 1, eff. 1/1/2024.

Amended by 2023 Pub. Laws, ch. 287, § 1, eff. 1/1/2024.

P.L. 1986, ch. 200, § 2.

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### **Self-Help Evictions:**

**What This Means:** Self-help evictions are illegal and could result in criminal or civil penalties.

### **Legal Statute:**

No content available

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### **Landlord Allowed to Recover Court and Attorney's Fees:**

**What This Means:** If the tenant's holdover is not in good faith, the landlord may recover (in addition to possession of the property) an amount not to exceed three (3) months' periodic rent or three times (3X) the actual damages sustained by the landlord, whichever amount is greater, along with reasonable attorney fees.

### **Legal Statute:**

(a) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or after the termination of a periodic tenancy, the landlord may commence an eviction action, which may be filed no earlier than the first day following the expiration or termination of the tenancy. The action shall be commenced by filing a "Complaint for Eviction for Reason Other Than for Nonpayment of Rent," which shall be filed in the appropriate court according to the form provided in § 34-18-56(e).

(b) The summons shall be in the form provided in § 34-18-56(h) and shall specify that the tenant has twenty (20) days from the date of service in which to file his or her answer to the complaint, and that if he or she fails to file his or her answer within that time, he or she will be defaulted. The matter may be assigned for hearing in accordance with the rules of procedure of the appropriate court.

(c) If the tenant's holdover is willful and not in good faith, the landlord may also recover, in addition to possession, an amount not more than three (3) months' periodic rent or threefold the actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's occupancy, the parties may agree to a definite term. If no term is specified, the term shall be week-to-week if the tenant pays on a week-to-week basis, and in all other cases, month-to-month.

(d) If a tenant dies during the term of the rental agreement, leaving no remaining signatories to the rental agreement living within the dwelling unit, the deceased's live-in caregiver or any other person of at least eighteen (18) years of age residing in the dwelling unit shall be permitted to

continue the rental agreement for a period of time known as the post-death rental grace period. Any such person residing in the dwelling unit who chooses to continue the rental agreement shall be known as the grace period temporary tenant. The following conditions shall apply:

(1) The grace period temporary tenant shall pay the agreed rent set forth in the rental agreement and assume all other obligations of the tenant pursuant to the terms of the existing rental agreement.

(2) If the landlord objects to assigning grace period temporary tenant status by contesting whether the person was, in fact, residing in the unit, such person shall have the burden of proving that they were, in fact, residing in the unit.

(i) The following items shall be accepted as evidence of residing in the unit:

(A) A current voter registration at the address in question;

(B) An official state identification card or motor vehicle license;

(C) A utility bill in the person's name indicating that the person resides at the address;

(D) A payroll check with the tenant's name and address of residence;

(E) A letter issued by a state or federal agency;

(F) An insurance policy or associated documentation;

(G) A jury duty summons;

(H) A W-2 form or other tax document;

(I) An installment loan contract;

(J) A social security administration statement;

(K) A pension or retirement account statement;

(L) An affidavit signed under penalty of perjury indicating that the person does, in fact, reside in the unit; or

(M) Any other form of evidence that the department of housing may establish as sufficient through rule or regulation.

(ii) Even if the person seeking grace period temporary tenant status shall present sufficient evidence to satisfy the requirements of subsection (d)(2)(i) of this section, the landlord shall have the right to present evidence to the district court to rebut the claim that the person seeking grace period temporary tenant status does, in fact, reside in the unit.

(3) The grace period temporary tenant may terminate the post-death rental grace period at any time; provided, however, that the termination of the post-death rental grace period shall not be construed to relieve the grace period temporary tenant from any obligations incurred under the rental agreement during the duration of the post-death rental grace period.

(4) The length of the post-death rental grace period shall be three (3) months or the remaining term of the rental agreement, whichever is shorter, unless the grace period temporary tenant chooses a shorter period, or the landlord and the grace period temporary tenant mutually agree on a longer period. The post-death rental grace period shall commence upon the death of the leaseholder.

(5) Rent due for part of a month shall be prorated.

(6) Nothing in this section shall be construed to obligate the deceased's live-in caregiver or any other person residing in the dwelling unit to continue the rental agreement or assume any obligations of the rental agreement.

(7) Nothing in this section shall be construed to restrict the ability of the landlord and dwelling unit resident(s) to enter into a new mutually agreeable rental agreement.

(8) Any past due rent left unpaid by the deceased tenant shall remain an obligation of the estate of the deceased tenant.

(9) Nothing in this section shall be construed to convey any civil or criminal liability on the grace period temporary tenant for any actions of the deceased tenant.

(10) The landlord shall have the right to deduct damages to the dwelling unit incurred by the deceased tenant or the grace period temporary tenant from a preexisting security deposit, pursuant to the terms of the rental agreement, provided, however, the landlord shall not have the right to require an additional security deposit from the grace period temporary tenant. If the duration of the post-death rental grace period exceeds one month, then the balance of the security deposit, net of damages deducted pursuant to § 34-18-19, shall be allocated to the grace period temporary tenant. If the duration of the post-death rental grace period does not exceed one month, then the balance of the security deposit, net of damages deducted pursuant to § 34-18-19, shall be allocated to the estate of the deceased tenant.

(11) If multiple eligible residents of the dwelling unit separately elect to become grace period temporary tenants, they shall be responsible for all obligations of the rental agreement, including rent, on a joint and several basis.

(12) If an eligible resident of the dwelling unit continues to reside within the rental unit for more than seven (7) days after the death of the deceased tenant, they shall be assumed to have elected to become a grace period temporary tenant.

(13) If there is an ongoing eviction for noncompliance with the rental agreement pursuant to § 34-18-36, the matter shall be permitted to continue as it relates to noncompliance with the rental agreement by the grace period temporary tenant.

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**Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:**

**What This Means:** Yes. See statute.

**Legal Statute:**

If the tenant abandons the dwelling unit, the landlord shall send a certified letter, return receipt requested, to the tenant's last known address giving notice that unless a reply is received from the tenant within seven (7) days, the landlord shall re-rent the premises. If the notice is returned as undeliverable, or the tenant fails to contact the landlord within seven (7) days, the landlord shall make reasonable efforts to rent the premises at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the tenancy terminates as of the date of the new tenancy. If the landlord fails to use reasonable efforts to rent the dwelling unit at fair rental, or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment.

R.I. Gen. Laws § 34-18-40

P.L. 1986, ch. 200, § 2.

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## Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

### **Notice to Terminate Tenancy:**

**What This Means:** Notice is not required as the lease simply terminates.

#### **Legal Statute:**

No content available

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### **Notice to Terminate a Periodic Lease – Month-to-Month:**

**What This Means:** A written notice is required and must be delivered to the other party at least thirty (30) days before the date specified in the notice.

#### **Legal Statute:**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least ten (10) days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy or any periodic tenancy for more than a month or less than a year by a written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least thirty (30) days before the date specified in the notice.

(c) The landlord or tenant may terminate a year-to-year tenancy by written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least three (3) months prior to the expiration of the occupation year.

R.I. Gen. Laws § 34-18-37

P.L. 1986, ch. 200, § 2.

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### **Notice to Terminate a Periodic Lease – Week-to-week:**

**What This Means:** A written notice is required and must be delivered to the other party at least ten (10) days before the date specified in the notice.

#### **Legal Statute:**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least ten (10) days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy or any periodic tenancy for more than a month or less than a year by a written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least thirty (30) days before the date specified in the notice.

(c) The landlord or tenant may terminate a year-to-year tenancy by written notice, in a form substantially similar to that provided in § 34-18-56(c), delivered to the other at least three (3) months prior to the expiration of the occupation year.

R.I. Gen. Laws § 34-18-37

P.L. 1986, ch. 200, § 2.

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#### **Notice of date/time of Move-Out Inspection:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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#### **Notice of Termination for Nonpayment:**

**What This Means:** Landlords must provide a five day written notice before lease is terminated if monthly rent is 15 or more days late. See statute.

#### **Legal Statute:**

(a) If any part of the stipulated rent is due and in arrears for fifteen (15) days, the landlord shall send a written notice, in a form substantially similar to that provided in § 34-18-56(a), specifying the amount of the rent which is fifteen (15) days in arrears, making demand for the rent, and notifying the tenant that unless he or she cures the breach within five (5) days of the date of mailing of the notice, the rental agreement shall terminate, and the landlord shall commence an eviction action in the appropriate district court or housing court.

(b) If the tenant fails to cure his or her breach by paying the stipulated rent in arrears within five (5) days of the date of mailing of the notice, the landlord may commence an eviction action against the tenant, which shall be filed no earlier than the sixth (6th) day after mailing of the

written demand notice. The action shall be commenced by filing a \"Complaint for Eviction for Nonpayment of Rent\" in the appropriate court in the form provided in § 34-18-56(d).

(c) The summons for eviction for nonpayment of rent shall specify the date for hearing and be in the form provided in § 34-18-56(g). The summons shall specify that the defendant may file and serve his or her answer prior to or at the time of hearing, and that if he or she fails to answer or appear at the hearing, he or she shall be defaulted.

(d) If the defendant files his or her answer and commences discovery prior to the hearing, and it appears, for good cause shown, that the defendant will not be able to conduct his or her defense without the benefit of discovery, the court may continue the hearing to allow a reasonable time for the completion of discovery. In the case of such a continuance, the court may, in its discretion, order interim rent, or other remedy, to be paid to preserve the status quo pending hearing. Except as provided in this chapter, the landlord may recover possession and actual damages. In cases where the tenant had received a demand notice pursuant to subsection (a) within the six (6) months immediately preceding the filing of the action, and the tenant's nonpayment was willful, the landlord may also recover a reasonable attorney's fee.

(e) The tenant shall have the right to cure his or her failure to pay rent by tendering the full amount of rent prior to commencement of suit. If the tenant has not received a notice pursuant to subsection (a) of this section within the six (6) months immediately preceding the filing of the action, the tenant shall have the right to cure his or her failure to pay rent after commencement of suit by tendering the full amount of rent in arrears, together with court costs, at the time of hearing.

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### **Notice for Lease Violation:**

**What This Means:** Landlords must provide written notice before lease is terminated if noncompliance was made by the tenant. See statute for requirements.

### **Legal Statute:**

(a) If any part of the stipulated rent is due and in arrears for fifteen (15) days, the landlord shall send a written notice, in a form substantially similar to that provided in § 34-18-56(a), specifying the amount of the rent which is fifteen (15) days in arrears, making demand for the rent, and notifying the tenant that unless he or she cures the breach within five (5) days of the date of mailing of the notice, the rental agreement shall terminate, and the landlord shall commence an eviction action in the appropriate district court or housing court.

(b) If the tenant fails to cure his or her breach by paying the stipulated rent in arrears within five (5) days of the date of mailing of the notice, the landlord may commence an eviction action against the tenant, which shall be filed no earlier than the sixth (6th) day after mailing of the written demand notice. The action shall be commenced by filing a \"Complaint for Eviction for Nonpayment of Rent\" in the appropriate court in the form provided in § 34-18-56(d).

(c) The summons for eviction for nonpayment of rent shall specify the date for hearing and be in the form provided in § 34-18-56(g). The summons shall specify that the defendant may file and serve his or her answer prior to or at the time of hearing, and that if he or she fails to answer or appear at the hearing, he or she shall be defaulted.

(d) If the defendant files his or her answer and commences discovery prior to the hearing, and it appears, for good cause shown, that the defendant will not be able to conduct his or her defense without the benefit of discovery, the court may continue the hearing to allow a reasonable time for the completion of discovery. In the case of such a continuance, the court may, in its discretion, order interim rent, or other remedy, to be paid to preserve the status quo pending hearing. Except as provided in this chapter, the landlord may recover possession and actual damages. In cases where the tenant had received a demand notice pursuant to subsection (a) within the six (6) months immediately preceding the filing of the action, and the tenant's nonpayment was willful, the landlord may also recover a reasonable attorney's fee.

(e) The tenant shall have the right to cure his or her failure to pay rent by tendering the full amount of rent prior to commencement of suit. If the tenant has not received a notice pursuant to subsection (a) of this section within the six (6) months immediately preceding the filing of the action, the tenant shall have the right to cure his or her failure to pay rent after commencement of suit by tendering the full amount of rent in arrears, together with court costs, at the time of hearing.

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### **Required Notice before Entry:**

**What This Means:** Tenants shall not withhold entry from the landlord for routine inspections and/or maintenance. Entry must be made \"at a reasonable time.\" See statute,

### **Legal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency, or, during any absence of the tenant in excess of seven (7) days, if reasonably necessary for the protection of the property.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his or her intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

- (1) Pursuant to court order;
- (2) As permitted by § 34-18-39; or
- (3) Unless the tenant has abandoned or surrendered the premises.

R.I. Gen. Laws § 34-18-26

P.L. 1986, ch. 200, § 2.

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### **Entry Allowed with Notice for Maintenance and Repairs:**

**What This Means:** Tenants shall not withhold entry from the landlord for routine inspections and/or maintenance. Entry must be made \"at a reasonable time.\" See statute,

### **Legal Statute:**

- (a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency, or, during any absence of the tenant in excess of seven (7) days, if reasonably necessary for the protection of the property.
- (c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his or her intent to enter and may enter only at reasonable times.
- (d) A landlord has no other right of access except:
  - (1) Pursuant to court order;
  - (2) As permitted by § 34-18-39; or
  - (3) Unless the tenant has abandoned or surrendered the premises.

R.I. Gen. Laws § 34-18-26

P.L. 1986, ch. 200, § 2.

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### **Emergency Entry Allowed without Notice:**



**What This Means:** Landlords may enter the dwelling unit without the tenant's consent in the event of an emergency, provided the entry is reasonably necessary for the protection of the property.

**Legal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency, or, during any absence of the tenant in excess of seven (7) days, if reasonably necessary for the protection of the property.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his or her intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) Pursuant to court order;

(2) As permitted by § 34-18-39; or

(3) Unless the tenant has abandoned or surrendered the premises.

R.I. Gen. Laws § 34-18-26

P.L. 1986, ch. 200, § 2.

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**Entry Allowed During Tenant's Extended Absence:**

**What This Means:** Landlords may enter the dwelling unit without the tenant's consent if the tenant has been absent for more than seven (7) days, provided the entry is reasonably necessary for the protection of the property. The rental agreement may require that the tenant notify the landlord of any planned extended absence from the premises in excess of ten (10) days. The notice should be given no later than the first day of the extended absence.

**Legal Statute:**

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency, or, during any absence of the tenant in excess of seven (7) days, if reasonably necessary for the protection of the property.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his or her intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) Pursuant to court order;

(2) As permitted by § 34-18-39; or

(3) Unless the tenant has abandoned or surrendered the premises.

R.I. Gen. Laws § 34-18-26

P.L. 1986, ch. 200, § 2.

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### **Entry Allowed with Notice for Showing the Property:**

**What This Means:** Tenants shall not withhold entry from the landlord for routine inspections and/or maintenance. Entry must be made \"at a reasonable time.\" See statute,

### **Legal Statute:**

Unless otherwise agreed, a tenant shall occupy his or her dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of ten (10) days no later than the first day of the extended absence.

R.I. Gen. Laws § 34-18-27

P.L. 1986, ch. 200, § 2.

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### **Notice to Tenants for Pesticide Use:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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**Lockouts Allowed:**

**What This Means:** Lockouts are not permitted. See statute listed for tenant's remedies if a lockout is attempted

**Legal Statute:**

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than three (3) months periodic rent or threefold the actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated the landlord shall return all security recoverable under § 34-18-19 and all prepaid rent.

R.I. Gen. Laws § 34-18-34

P.L. 1986, ch. 200, § 2.

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**Utility Shut-offs Allowed:**

**What This Means:** Utility shut-offs are not permitted. See statute listed for tenant's remedies if services are interrupted without consent.

**Legal Statute:**

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than three (3) months periodic rent or threefold the actual damages sustained by him or her, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated the landlord shall return all security recoverable under § 34-18-19 and all prepaid rent.

R.I. Gen. Laws § 34-18-34

P.L. 1986, ch. 200, § 2.

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**Electronic Notices Allowed:**

**What This Means:** no



## Legal Statute:

No content available

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## Quick Reference Guide

### Key Rhode Island Rental Law Highlights

## Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Rhode Island.

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## Links To Statutes

- [R.I. Gen. Laws § 9-1-13](#) – Limitation of actions generally – Product liability
- [R.I. Gen. Laws § 34-18-19\(a\)](#) – Security deposits
- [R.I. Gen. Laws § 34-18-19\(c\)](#) – Security deposits
- [R.I. Gen. Laws § 34-18-19\(b\)](#) – Security deposits
- [R.I. Gen. Laws § 34-18-15\(c\)](#) – [Effective 1/1/2025] Terms and conditions of rental agreement
- [R.I. Gen. Laws § 34-18-15\(5\)](#) – [Effective 1/1/2025] Terms and conditions of rental agreement
- [R.I. Gen. Laws § 34-18-16.1](#) – Rent increases – notice requirements
- [R.I. Gen. Laws § 6-42-3](#) – Cause of action – Damages
- [R.I. Gen. Laws § 34-18-31](#) – Wrongful failure to supply heat, water, hot water, or essential services
- [R.I. Gen. Laws § 34-18-30](#) – Self-help for limited repairs
- [R.I. Gen. Laws § 34-18-38](#) – Eviction for unlawfully holding over after termination or expiration of tenancy

- [R.I. Gen. Laws § 34-18-40](#) – Remedies for abandonment
- [R.I. Gen. Laws § 34-18-15\(e\)](#) – [Effective 1/1/2025] Terms and conditions of rental agreement
- [R.I. Gen. Laws § 34-18-15\(4\)](#) – [Effective 1/1/2025] Terms and conditions of rental agreement
- [R.I. Gen. Laws § 34-18-56](#) – Notices and complaint forms
- [R.I. Gen. Laws § 34-18-37\(a\)](#) – Termination of periodic tenancy
- [R.I. Gen. Laws § 34-18-37\(b\)](#) – Termination of periodic tenancy
- [R.I. Gen. Laws § 34-18-37\(c\)](#) – Termination of periodic tenancy
- [R.I. Gen. Laws § 34-18-36\(f\)](#) – Eviction for noncompliance with rental agreement
- [R.I. Gen. Laws § 34-18-36](#) – Eviction for noncompliance with rental agreement
- [R.I. Gen. Laws § 34-18-39](#) – Failure to maintain
- [R.I. Gen. Laws § 34-18-35](#) – Eviction for nonpayment of rent
- [R.I. Gen. Laws § 34-18-26\(a\)](#) – Access
- [R.I. Gen. Laws § 34-18-26\(b\)](#) – Access
- [R.I. Gen. Laws § 34-18-26\(c\)](#) – Access
- [R.I. Gen. Laws § 34-18-27](#) – Tenant to use and occupy
- [R.I. Gen. Laws 34-18-34](#) – Tenant’s remedies for landlord’s unlawful ouster, exclusion, or diminution of service
- [R.I. Gen. Laws § 34-18-20](#) – Disclosure
- [R.I. Gen. Laws § 34-18-22.1](#) – Landlord’s duty to notify tenant of violation
- [R.I. Gen. Laws § 34-37-1](#) – Finding and declaration of policy
- [R.I. Gen. Laws § 34-18-22](#) – Landlord to maintain premises
- [R.I. Gen. Laws § 34-18-24](#) – Tenant to maintain dwelling unit
- [R.I. Gen. Laws § 21-28-4.06](#) – Prohibited acts F – Places used for unlawful sale, use, or keeping of controlled substances
- [R.I. Gen. Laws § 34-18-46](#) – Retaliatory conduct prohibited
- [R.I. Gen. Laws § 34-18-22.2](#) – Landlord’s duty regarding compliance with zoning and minimum housing laws
- [R.I. Gen. Laws § 34-18-57](#) – Providence and Warwick Absentee Landlord Enforcement Act

- [R.I. Gen. Laws § 9-1-13](#) – Limitation of actions generally – Product liability
- [R.I. Gen. Laws § 34-18-16.1](#) – Rent Increase Notice
- [R.I. Gen. Laws § 34-18-59](#) – Fair limitation on rental application fees
- [R.I. Gen. Laws § 34-18-21](#) – Landlord to deliver possession of dwelling unit