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SECTION 5-20.5-1

§ 5-20.5-1. Definitions.

When used in this chapter, unless the context indicates otherwise:

(1) "Associate broker" means any licensed real estate broker employed or engaged as an independent contractor by or in behalf of a licensed real estate broker to do or deal in any activity as included or comprehended by the definitions of a real estate broker in subsection (5) of this section, for compensation or otherwise;

(2) "Director" means the director of business regulation for the state;

(3) "Opinion of value" means an analysis, opinion, or conclusion prepared by a person licensed under chapter 20.5 of title 5, in the ordinary course of his or her business relating to the price of specified interests in or aspects of identified real estate or identified real property or by comparison to other real property currently or recently sold in the marketplace for the purpose of listing, purchase, or sale, excluding an appraisal prepared by a person licensed under the provisions of chapter 20.7 of title 5, that conforms to the standards adopted by the uniform standards of professional appraisal practice ("USPAP");

(4) "Real estate", as used in this chapter, includes leaseholds as well as any and every interest or estate in land, whether corporeal or incorporeal, freehold or non-freehold, and whether the property is situated in this state or elsewhere;

(5) "Real estate broker":

(i) Within the meaning of this chapter, includes all persons, partnerships, associations, and corporations, foreign and domestic, who or that:

(A) For a fee, commission, or other valuable consideration, or with the intention or expectation of receiving or collecting a fee, commission, or other valuable consideration, lists, sells, purchases, exchanges, rents, leases, prepares an opinion of value, or auctions any real estate, or the improvements on real estate including options or who negotiates or attempts to negotiate any such activity;

(B) Advertises or holds himself or herself, itself, or themselves out as engaged in those activities;

(C) Directs or assists in the procuring of a purchaser or prospect calculated or intended to result in a real estate transaction.

(ii) Also includes any person, partnership, association, or corporation employed by or on behalf of the owner or owners of lots, or other parcels of real estate, at a stated salary, or upon a fee,

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commission or otherwise, to sell that real estate, or any parts, in lots or other parcels, and who or that sells, exchanges or leases, or offers or attempts or agrees to negotiate the sale, exchange or lease of any such lot or parcel of real estate;

(6) "Real estate salesperson" means and includes any person employed or engaged as an independent contractor by or on behalf of a licensed real estate broker to do or deal in any activity as included or comprehended by the definitions of a real estate broker in subsection (5) of this section, for compensation or otherwise.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1989, ch. 141, § 1; P.L. 1994, ch. 266, § 1; P.L. 1998, ch. 115, § 1; P.L. 2017, ch. 68, § 1; P.L. 2017, ch. 158, § 1.)

SECTION 5-20.5-2

§ 5-20.5-2 Persons exempt.

(a) Neither the term "real estate broker" nor "real estate salesperson" is held to include:

(1) Any person, partnership, association, or corporation, who, as a bona fide owner, lessee, or lessor, performs any of the previously stated acts as to property owned, or leased by them, or to their regular employees, where those acts are performed in the regular course of, or as an incident to the management of the property and the investment in the property; or

(2) Any person, partnership, association, or corporation, or any of their employees, who seeks to acquire, lease, rent, sell, or deal in real estate which has been or will be used or held for investment by that person, partnership, association, or corporation.

(b) This chapter is also not to be construed to include:

(1) Any attorney at law licensed by the supreme court of the state, nor any person holding in good faith, an executed power of attorney from the owner, authorizing the final consummation and execution for the sale, purchase, leasing, or exchange of real estate;

(2) The acts of any person while acting as a receiver, trustee, administrator, executor, guardian, or under court order, or while acting under authority of a deed of trust or will;

(3) The acts of any person, partnership, association, or corporation who appraises real or personal property for the purpose of conducting a mass appraisal, municipal revaluation for tax purposes or other forms of ad valorem appraisal; or

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(4) Public officers while performing their duties as public officers.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1981, ch. 249, § 1.)

SECTION 5-20.5-3

§ 5-20.5-3 Contents of application – Application fee – Recommendations required.

(a) Applicants applying for the first time for a license to act as a real estate broker or real estate salesperson shall file with the director an application for the license upon a printed or electronic form as determined by the director which, together with any additional information that the director requires, contains a statement under oath by the applicant giving his or her age, residence, place of business, present occupation and whether or not he or she has been refused a real estate broker's or salesperson's license in this or in any other state or had any real estate license suspended or revoked.

(b) All applicants for a license to act as a real estate broker or real estate salesperson shall accompany their applications with a fee of ten dollars (\$10.00) to cover costs of processing those applications.

(c) The application for a broker's license shall be accompanied by the names of at least three (3) Rhode Island residents who have known the applicant for three (3) years, and are not related to the applicant and will attest that the applicant bears a good reputation for honesty and trustworthiness, and who will recommend that a license be granted to the applicant. The applicant must be a citizen or legal resident of the United States and at least legal age of majority, if applicant for broker license, or at least eighteen (18) years of age for salesperson license. In the case of an applicant for a real estate salesperson's license, he or she must also file a statement under oath from the broker in whose employ the applicant desires to enter that in his or her opinion the applicant is competent and trustworthy and is recommended as a suitable person to be granted a salesperson's license.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1981, ch. 249, § 1; P.L. 1996, ch. 164, § 3; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1.)

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SECTION 5-20.5-4

§ 5-20.5-4. Examination of applicants – Examination fee – Licensing without examination.

(a) The director shall require any applicant for a real estate broker's or salesperson's license to submit to and pass a written examination to show the applicant's knowledge of the state statutes and the rules and regulations relating to real property, deeds, mortgages, leases, contracts, and agency. An applicant shall not be required to take the uniform portion of the Rhode Island real estate licensing examination if the applicant provides sufficient evidence that the applicant possesses an existing valid real estate license from a state that has similar statutes or regulations in effect which provide for reciprocal waiver of the uniform portion of the real estate licensing examination for persons holding an existing valid Rhode Island real estate broker's or salesperson's license. An applicant for a real estate broker's or salesperson's license, prior to the taking of the examination, must pay an examination fee, the cost of which is limited to the charge as designated by the appropriate testing service's contract with the department of business regulation.

(b) An applicant for a real estate salesperson's license must submit satisfactory evidence of completion of a minimum of forty-five (45) classroom hours in a real estate course given by a school as defined in § 5-20.5-19. The applicant for a broker's license must also submit satisfactory proof that he or she: (i) Has been engaged full time as a real estate salesperson for at least two (2) years immediately prior to the date of application; and (ii) Has successfully completed at least ninety (90) hours of approved classroom study in a school as defined in § 5-20.5-19, or equivalent in a correspondence course offered by an extension department of an accredited college or university. The director, in his or her sole discretion, may require any additional evidence or proof as to the honesty, trustworthiness, integrity, good reputation, and competency of any applicant.

(c) Any successful applicant who fails to remit the original license fee as provided in § 5-20.5-11 within one year of the date of that examination may be required by the director to re-submit to and pass a written examination as provided in subsection (a) of this section.

(d) When an attorney-at-law licensed by the supreme court of the state desires to have a real estate broker's license or a real estate salesperson's license, the attorney, by application, and upon payment of the applicable fee as provided in § 5-20.5-11, shall be granted a license without examination.

(e) A certificate of licensure shall be issued by the real estate division of the department of business regulation within thirty (30) days after it is requested at a cost of not more than twenty-five dollars (\$25.00) for each certificate issued.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1981, ch. 249, § 1; P.L. 1986, ch. 75, § 1; P.L. 1988, ch. 353, § 1;

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P.L. 2003, ch. 376, art. 23, § 1; P.L. 2004, ch. 317, § 1; P.L. 2004, ch. 595, art. 30, § 3; P.L. 2004, ch. 608, § 1; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1; P.L. 2017, ch. 459, § 1; P.L. 2017, ch. 476, § 1.)

SECTION 5-20.5-5

§ 5-20.5-5. Real estate recovery account.

(a)(1) The department of business regulation shall establish and maintain a real estate recovery account from which any person aggrieved by an act, representation, transaction, or conduct of a licensed real estate broker or real estate salesperson, upon the grounds of fraud, misrepresentation or deceit, may recover by order of the superior court of the county where the violation occurred, an amount of not more than fifty thousand dollars (\$50,000) for damages sustained by the fraud, misrepresentation, or deceit, as a result of any real estate transaction in which the real estate broker or salesperson has acted in his or her capacity as a real estate broker or salesperson. This account shall not be used to reimburse any real estate broker or salesperson for any commission, fee, or other valuable consideration due or owing from any other real estate broker or salesperson. Provided, that pursuant to subsection (h) of this section the amount available for payments of claims is limited to fifty thousand dollars (\$50,000) for any one licensee. Payment of claims is made in order according to the date a judgment is awarded with that judgment awarded earliest in time being paid first.

(2) When any person makes application for an original license to practice as a real estate broker or salesperson he or she shall pay, in addition to his or her original license fee, a fee determined by the department for deposit in the real estate recovery account. If the department does not issue the license, this fee is returned to the applicant.

(b) If, on December 31 of any year, the balance remaining in the real estate recovery account is less than two hundred thousand dollars (\$200,000), every real estate broker, when renewing his or her license during the following calendar year, shall pay, in addition to his or her license renewal fee, a fee of twenty-five dollars (\$25.00) for deposit in the real estate recovery account, and every real estate salesperson, when renewing his or her license during that year, shall pay, in addition to his or her license renewal fee, a fee of twenty-five dollars (\$25.00) for deposit in the real estate recovery account.

(c)(1) No action for a judgment which subsequently results in an order for collection from the real estate recovery account shall be started later than two (2) years from the accrual of the cause of action. When any aggrieved person commences action for a judgment, which may result in collection from the real estate recovery account, the aggrieved person shall notify the department of business regulations, in writing, to this effect at the time of the commencement of that action.

(2) When any aggrieved person recovers a valid judgment in any court of competent jurisdiction against any real estate broker, or real estate salesperson, upon the grounds of fraud,

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misrepresentation, or deceit, which occurred on or after May 11, 1978, the aggrieved person may, upon the termination of all proceedings, including reviews and appeals in connection with the judgment, file a verified claim in the court in which the judgment was entered and, upon ten (10) days' written notice to the department, may apply to the court for an order directing payment out of the real estate recovery account, of the amount unpaid upon the judgment, subject to the limitations stated in this section.

(3) The court shall proceed upon the application in a summary manner, and, upon the hearing on the application, the aggrieved person shall be required to show:

- (i) He or she is not a spouse of debtor, or the personal representative of the spouse;
- (ii) He or she has complied with all the requirements of this section;
- (iii) He or she has obtained a judgment as set out in subdivision (2) of this subsection, stating the amount of the judgment and the amount owing on it on the date of the application;
- (iv) He or she has made all reasonable searches and inquiries to ascertain whether the judgment debtor is possessed of real or personal property or other assets, liable to be sold or applied in satisfaction of the judgment; and
- (v) That by the search pursuant to paragraph (iv) of this subdivision he or she has discovered no personal or real property or other assets liable to be sold or applied, or that he or she has discovered certain of them, describing them, owned by the judgment debtor and liable to be so applied, and that he or she has taken all necessary action and proceedings for the realization, and that the amount realized was insufficient to satisfy the judgment, stating the amount realized and the balance remaining due on the judgment after application of the amount realized.

(4) The court shall make an order directed to the department of business regulation requiring payment from the real estate recovery account of whatever sum it finds to be payable upon the claim, pursuant to and in accordance with the limitations contained in this section, if the court is satisfied, upon the hearing of the truth of all matters required to be shown by the aggrieved person by subdivision (3) of this subsection and that the aggrieved person has fully pursued and exhausted all remedies available to him or her for recovering the amount awarded by the judgment of the court.

(5) Should the department of business regulation pay from the real estate recovery account any amount in settlement of a claim or toward satisfaction of a judgment against a licensed real estate broker or real estate salesperson, the license of the broker or salesperson shall be automatically revoked upon the issuance of a court order authorizing payment from the real estate recovery account. This broker or salesperson is not eligible to receive a new license until he or she has repaid in full, plus interest at the rate of twelve percent (12%) a year, the amount paid from the

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real estate recovery account on his or her account. A discharge in bankruptcy does not relieve a person from the penalties and disabilities provided in this subdivision.

(6) If, at any time, the money deposited in the real estate recovery account is insufficient to satisfy any authorized claim or portion of a claim, the department shall, when sufficient money has been deposited in the real estate recovery account, satisfy those unpaid claims or portions of claims, in the order that those claims or portions of claims were originally filed, plus accumulated interest at the rate of twelve percent (12%) a year.

(d) It is unlawful and constitutes a misdemeanor for any person or his or her agent to file with the department of business regulation any notice, statement, or other document required under this chapter which is false or untrue or contains any material misstatement of fact.

(e) When the department receives notice, as provided in subdivision (c)(1) of this section, the department may enter an appearance, file an answer, appear at the court hearing, defend the action, or take whatever other action it deems appropriate on behalf and in the name of the defendant, and take recourse through any appropriate method of review on behalf of, and in the name of, the defendant.

(f) When, upon the order of the court, the department of business regulation has paid from the real estate recovery account any sum to the judgment creditor, the department is subrogated to all of the rights of the judgment creditor and the judgment creditor assigns all his or her right, title, and interest in the judgment to the department and any amount and interest recovered by the department on the judgment shall be deposited to the account.

(g) The failure of an aggrieved person to comply with this chapter relating to the real estate recovery account constitutes a waiver of any rights under this chapter.

(h) Notwithstanding any other provision, the liability of that portion of the real estate recovery account allocated for the purposes of the real estate recovery account shall not exceed fifty thousand dollars (\$50,000) for any one licensee.

(i) Nothing contained in this section limits the authority of the department of business regulation to take disciplinary action against any licensee for a violation of this chapter, or the rules and regulations of the department; nor does the repayment in full of all obligations to the real estate recovery account by any licensee nullify or modify the effect of any other disciplinary proceeding brought pursuant to this chapter.

History of Section.

(P.L. 1978, ch. 169, § 2; P.L. 1982, ch. 429, § 1; P.L. 1985, ch. 181, art. 59, § 1; P.L. 1990, ch. 412, § 2; P.L. 1990, ch. 480, § 1; P.L. 1992, ch. 61, § 1; P.L. 1993, ch. 138, art. 6, § 1.)

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SECTION 5-20.5-6

§ 5-20.5-6 Duration of licenses – Rules and regulations – Suspension or revocation of licenses.

(a) If the director is satisfied that the applicant is competent and trustworthy and is reasonably familiar with the statutes and law relating to real estate, he or she shall issue to the applicant a license to act as a real estate broker or a real estate salesperson. The director shall promulgate rules and regulations mandating the term of license for each category of license issued pursuant to this chapter. No license shall remain in force for a period in excess of three (3) years. Any fee for the initial issuance of a license or for renewal of a license issued pursuant to this chapter is determined by multiplying the current annual fee by the term of years of the license or renewal. The fee for the total number of years of the initial license or of the renewal shall be paid in full prior to the issuance of the respective license. The license shall be renewed upon payment of the renewal fee, and proof of completion of any continuing education requirements as set forth in the rules and regulations issued by the department of business regulation. Any license issued or renewed may be suspended or revoked by the director, for cause, prior to the expiration date. The director shall issue reasonable rules and regulations with the consent of the majority of the Rhode Island real estate commission governing the conduct of licensed real estate brokers and salespersons, these rules and regulations shall be designed to implement the laws and policies of this state and to protect the interests of the public.

(b) Any rules or regulations promulgated with regard to the requirement of continuing education for the renewal of any real estate broker's and/or salesperson's license whose application for an initial broker's and/or salesperson's license is approved within one hundred eighty (180) days of the expiration date of his or her initial license is not subject to the continuing education requirement at the time of his or her first renewal. The director, after a due and proper hearing, may suspend, revoke, or refuse to renew any license upon proof that it was obtained by fraud or misrepresentation or that the holder of the license has been guilty of fraud or misrepresentation or criminal acts in the performance of his or her functions, or upon proof that the holder of the license has violated this statute or any rule or regulation issued pursuant to this statute.

(c) The director shall, for licenses issued or renewed after July 1, 2004, require proof of, reasonable familiarity with and knowledge of duties and responsibilities established by the Lead Poisoning Prevention Act, chapter 24.6 of title 23 of the general laws, and the Lead Hazard Mitigation Act, chapter 128.1 of title 42 of the general laws. Notwithstanding the provisions of subsection (b) above, the requirements of this subsection shall apply to first renewals when licenses were initially issued before July 1, 2004. This subsection shall be put into force and effect by the director in the manner set forth in chapter 128.1 of title 42 and with the advice of the Rhode Island Real Estate Commission.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1981, ch. 249, § 1; P.L. 1987, ch. 184, § 1; P.L. 1990, ch. 479, § 1;

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P.L. 1991, ch. 218, § 1; P.L. 2002, ch. 187, § 1; P.L. 2002, ch. 188, § 1; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1.)

SECTION 5-20.5-7

§ 5-20.5-7 Fixed office required – Display of license – Notice of change of address and employment. – Each resident licensed real estate broker must maintain a fixed office within this state. All business records relating to real estate transactions and to the management of that office must be kept on the premises of the fixed office location. The original license as real estate broker and the original license of each real estate salesperson in the employ of or under contract with that real estate broker shall be prominently displayed in the office. A real estate broker shall communicate any change of fixed office location to the director, and a real estate salesperson shall communicate any change of employment or broker affiliation to the director, immediately upon or prior to such change.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1.)

SECTION 5-20.5-8

§ 5-20.5-8 Corporations, partnerships or associations engaging in business. – The real estate broker's license issued to any corporation, partnership, or association shall designate the name of the one principal active officer of the corporation, partnership, or association for whom that license is valid and every other active broker or salesperson of that corporation, partnership, or association is obliged to obtain an individual license as a real estate broker or salesperson.

History of Section.

(P.L. 1973, ch. 215, § 2.)

SECTION 5-20.5-9

§ 5-20.5-9 Temporary license issued to representative of deceased broker. – In the event of the death of a licensed real estate broker who is the sole proprietor of a real estate business, the director shall, upon application by his or her legal representative, issue, without examination, a temporary license to that legal representative, or to an individual designated by him or her and approved by the director, upon filing of the required bond and the payment of the prescribed fee, which authorizes the temporary licensee to continue to transact the business for a period not to exceed one year from the date of death.

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History of Section.
(P.L. 1973, ch. 215, § 2.)

SECTION 5-20.5-10

**§ 5-20.5-10 Nonresident brokers – Employment of unlicensed brokers restricted –
Nonresident salespersons – Service of process.**

(a) A nonresident of this state may become a real estate broker by conforming to all the provisions of this chapter, except that a nonresident real estate broker regularly engaged in the real estate business as a vocation, and who maintains a definite place of business and is licensed in some other state, which offers the same privileges to the licensed brokers of this state, is not required to maintain a place of business within this state. The director shall recognize the license issued to a real estate broker by another state as satisfactorily qualifying him or her for a license as a broker in this state provided that the other state permits licenses to be issued to licensed brokers in this state without examination and provided that the licensing requirements set forth in § 5-20.5-4 have been met.

(b) It is unlawful for any licensed real estate broker to employ or compensate directly or indirectly any person for performing any of the acts regulated by this chapter who is not a licensed real estate broker or licensed real estate salesperson; provided, that a licensed real estate broker may pay a commission to a licensed real estate broker of another state; provided, that the nonresident real estate broker does not conduct in this state any of the negotiations for which a fee, compensation, or commission is paid.

(c) A nonresident of this state may become a real estate salesperson by conforming to all the provisions of this chapter, including those set forth in § 5-20.5-4 provided that the nonresident real estate salesperson is regularly employed by a real estate broker licensed to do business within this state.

The director shall recognize the license issued to a real estate salesperson by another state as satisfactorily qualifying him or her for a license as a salesperson in this state and also that the other state permits licenses to be issued to licensed salespersons in this state, without examination.

(d) No license shall be issued to a nonresident until he or she has filed with the director a power of attorney constituting and appointing the director and his or her successor his or her true and lawful attorney, upon whom all lawful processes in any action or legal proceeding against him or her may be served, and in the power of attorney agrees that any lawful process against him or her which may be served upon his or her attorney is of the same force and validity as if served on the nonresident, and that the authority continues irrevocably in force as long as any liability of the nonresident remains outstanding in the state. Service of that process shall be made by leaving

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duplicate copies of it in the hands or office of the director, and the director shall immediately send one of those copies by mail, postage prepaid, addressed to the defendant at his or her last address as appearing on the records of the commission. One of the duplicates of that process, certified by the director as having been served upon him or her is deemed sufficient evidence of that service, and service upon that attorney is deemed service upon the principal.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1.)

SECTION 5-20.5-11

§ 5-20.5-11 Fees and license renewals.

(a) The following fees shall be charged by the director:

- (1) For each application, a fee of ten dollars (\$10.00);
- (2) For each examination, a fee, the cost of which is limited to the charge as designated by the appropriate testing service's contract with the department of business regulation;
- (3) For each original broker's license issued, a fee of eighty-five dollars (\$85.00) per annum for the term of the license and for each annual renewal of the license, a fee of eighty-five dollars (\$85.00) per annum for the term of renewal. The total fees for the term of initial licensure and of renewal must be paid at the time of application for the license;
- (4) For each original salesperson's license issued, a fee of sixty-five dollars (\$65.00) per annum for the term of the license and for each renewal of the license, a fee of sixty-five dollars (\$65.00) per annum for the term of the license. The total fees for the term of initial licensure and of renewal must be paid at the time of application for the license.
- (5) For each change from one broker to another broker by a salesperson, or a broker, a fee of twenty-five dollars (\$25.00), to be paid by the salesperson or the broker;
- (6) For each broker's license reinstated after its expiration date, a late fee of one hundred dollars (\$100), in addition to the required renewal fee;
- (7) For each salesperson's license reinstated after its expiration date, a late fee of one hundred dollars (\$100) in addition to the required renewal fee.

(b) Every licensed real estate broker and salesperson who desires to renew a license for the succeeding year term shall apply for the renewal of the license upon a form furnished by the

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director and containing information that is required by the director. Any renewal of a license is subject to the same provisions covering issuance, suspension, and revocation of any license originally issued. At no time shall any license be renewed without examination if the license has expired beyond a period of one year.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1981, ch. 249, § 1; P.L. 1983, ch. 70, § 1; P.L. 1987, ch. 184, § 2; P.L. 1988, ch. 129, art. 17, § 1; P.L. 1990, ch. 65, art. 73, § 1; P.L. 2003, ch. 376, art. 23, § 1; P.L. 2004, ch. 595, art. 30, § 3; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1; P.L. 2015, ch. 82, § 6; P.L. 2015, ch. 105, § 6.)

SECTION 5-20.5-12

§ 5-20.5-12 Commission – Creation – Composition – Appointment, terms, and compensation of members – Officers – Deputy directors – Seal.

(a) (1) Within the department of business regulation there is created the Rhode Island real estate commission, subsequently referred to as "commission", to consist of nine (9) persons at least one from each county to be appointed by the governor, each of whom has been a citizen of this state for at least ten (10) years prior to the date of appointment, three (3) current licensed brokers each of whom have been engaged as a licensed broker in this state for at least five (5) years prior to the date of appointment, four (4) of whom are members of the general public, at least one of whom has substantial academic experience in real estate and at least one who has been active in citizen groups concerned with real estate practices and activities. Two (2) members appointed for one year; two (2) members shall be appointed for two (2) years; one member for three (3) years; one member for four (4) years; and one member for five (5) years; beginning on December 31, 1973. Successors of all members shall be appointed by the governor for terms of five (5) years each and until their successors are appointed and qualify by subscribing to the constitutional oath of office, which shall be filed with the secretary of state. Members to fill vacancies shall be appointed for the unexpired term. No member shall be appointed to succeed himself or herself for more than one full term. There are two (2) ex-officio members of the commission and they are the attorney general or his or her designee and the director of the department or his or her designee. All ex-officio members have full voting powers and serve without compensation. Upon qualification of the members appointed, the commission shall organize by selecting from its members a chairperson.

(2) The commission shall adopt reasonable rules and regulations to carry out its purposes. The department of business regulation with the assistance of the commission shall establish any reasonable rules and regulations that are appropriate for that program to insure that education and practice requirements of license holders meet the public interest.

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(b) The director shall employ a deputy director and any other employees that he or she deems necessary and proper to discharge the duties imposed by this chapter, and shall determine and prescribe their duties and fix their compensation, subject to the general laws of the state.

(c) No member of the commission shall receive compensation for his or her official duties but shall be reimbursed for his or her actual and necessary expenses incurred in the performance of his or her official duties.

(d) The commission shall adopt a seal of any design that it prescribes. Copies of all records and papers in the office of the commission, duly certified and authenticated by its seal, shall be received in evidence in all courts with like effect as the original. All records of the commission are open to public inspection under any reasonable rules and regulations that it prescribes.

(e) The commission shall have a policy-making role in the preparation and composition of the examinations to be administered by the real estate division within the department of business regulation. Subsequent to the administration of the examination, the commission shall review the examinations to evaluate their effectiveness. The commission shall supervise the operations of the real estate division within the department of business regulation in an advisory capacity in promulgating any policy that is necessary to improve the operations of the real estate division within the department of business regulation in their areas of expertise. The promulgation of that policy is subject to the approval of the director.

History of Section. (P.L. 1973, ch. 215, § 2; P.L. 1980, ch. 226, § 14; P.L. 1982, ch. 414, § 15; P.L. 1985, ch. 181, art. 59, § 1; P.L. 2005, ch. 117, art. 21, § 7; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1; P.L. 2014, ch. 92, § 1; P.L. 2014, ch. 93, § 1.)

SECTION 5-20.5-14

§ 5-20.5-14. Revocation, suspension of license – Probationary period – Penalties.

(a) The director may, upon his or her own motion, and shall, upon the receipt of the written verified complaint of any person initiating a cause under this section, ascertain the facts and, if warranted, hold a hearing for the suspension or revocation of a license. The director has power to refuse a license for cause or to suspend or revoke a license or place a licensee on probation for a period not to exceed one year where it has been obtained by false representation, or by fraudulent act or conduct, or where a licensee, in performing or attempting to perform any of the acts mentioned in this chapter, is found to have committed any of the following acts or practices:

(1) Making any substantial misrepresentation;

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(2) Making any false promise of a character likely to influence, persuade, or induce any person to enter into any contract or agreement when he or she could not or did not intend to keep that promise;

(3) Pursuing a continued and flagrant course of misrepresentation or making of false promises through salespersons, other persons, or any medium of advertising, or otherwise;

(4) Any misleading or untruthful advertising;

(5) Failing to deposit money or other customers' funds received by a broker or salesperson into an escrow account maintained by the broker that complies with the requirements set forth in § 5-20.5-26, upon execution of a purchase and sales agreement;

(6) Failing to preserve for three (3) years following its consummation records relating to any real estate transaction as described in the regulations issued by the department;

(7) Acting for more than one party in a transaction without the knowledge and consent, in writing, of all parties for whom he or she acts;

(8) Placing a "for sale" or "for rent" sign on any property without the written consent of the owner, or his or her authorized agent;

(9) Failing to furnish a copy of any listing, sale, lease or other contract relevant to a real estate transaction to all signatories of the contract at the time of execution;

(10) Failing to specify a definite termination date that is not subject to prior notice, in any listing contract;

(11) Inducing any party to a contract, sale, or lease to break that contract for the purpose of substitution in lieu of that contract a new contract, where that substitution is motivated by the personal gain of the licensee;

(12) Accepting a commission or any valuable consideration by a salesperson for the performance of any acts specified in this chapter, from any person, except the licensed real estate broker with whom he or she is affiliated;

(13) Failing to disclose to an owner his or her intention or true position if he or she, directly or indirectly through a third party, purchases for him or herself or acquires or intends to acquire any interest in or any option to purchase property that has been listed with his or her office to sell or lease;

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(14) Being convicted of any criminal felony in a court of competent jurisdiction of this or any other state or federal court involving dishonesty, breach of trust, forgery, embezzlement, obtaining money under false pretenses, bribery, larceny, extortion, conspiracy to defraud, fraud, false dealing or any similar offense(s) or by pleading guilty or nolo contendere to any such criminal offense or offenses;

(15) Violating any rule or regulation promulgated by the department in the interest of the public and consistent with the provisions of this chapter;

(16) In the case of a broker licensee, failing to exercise adequate supervision over the activities of his or her licensed salesperson within the scope of this chapter;

(17) Failing or refusing to provide information requested by the commission or director as the result of a formal or informal complaint to the director that would indicate a violation of this chapter;

(18) Soliciting, selling, or offering for sale real property by offering free lots, or conducting lotteries or contests or offering prizes for the purpose of influencing a purchaser or prospective purchaser of real property;

(19) Paying or accepting, giving or charging any undisclosed commission, rebate, compensation, or profit or expenditures for a principal, or in violation of this chapter;

(20) Any conduct in a real estate transaction that demonstrates bad faith, dishonesty, untrustworthiness, or incompetence;

(21) Failing to have all listing agreements in writing, properly identifying the property and containing all of the terms and conditions of the sale, including the commission to be paid, the signatures of all parties concerned, and a definite expiration date in that contract, which shall not require an owner to notify a broker of his or her intention to terminate. An exclusive agency listing or exclusive right to sell listing shall be clearly indicated in the listing agreement;

(22) Accepting a listing based on "net price". In cases where the owner wishes to list in this manner, the agreed-upon commission is added and listings made in the usual manner;

(23) Negotiating, or attempting to negotiate, the sale, exchange, or lease of any real property directly with an owner or lessor knowing that the owner or lessor has an outstanding exclusive listing contract with another licensee covering the same property, except when the real estate broker or salesperson is contacted by the client of another broker regarding a real estate service, and the broker or salesperson has not directly or indirectly initiated those discussions, they may discuss the terms which they might enter into future agency agreement or they may enter into an agency agreement that becomes

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effective upon termination of any existing exclusive agreement; or they may enter into an agreement for other real estate service not covered by an existing agency relationship;

(24) Accepting an exclusive right to sell or lease or an exclusive agency and subsequently failing to make a diligent effort to sell or lease the listed property;

(25) Advising against the use of the services of an attorney in any real estate transaction;

(26) Representing to any lender or any other party in interest, either verbally or through the preparation of a false sales contract, an amount other than the true and actual sales price;

(27) Submitting to an owner a written offer to purchase or lease unless that offer contains the essential terms and conditions of the offer including the manner in which the purchase price is to be paid, and if that offer is contingent upon certain conditions, those conditions shall be clearly stated in the offer, or unless the offer is conditioned upon the later execution of a complete agreement for sale;

(28) Paying any sums of money being held in an escrow account to any person, or converting such sums of money for his or her own use, in the event of a failed real estate transaction, without having complied with the department's rules and regulations relative to the transfer of disputed deposit funds to the office of the general treasurer;

(29) Advertising to sell, buy, exchange, rent, or lease the property of another in a manner indicating that the offer to sell, buy, exchange, rent, or lease that property is being made by a private party not engaged in the real estate business, nor inserting advertisements in any publication containing only a post office or other box number, telephone number, or street address. No salesperson shall advertise the property of another under his or her own name;

(30) As a licensed salesperson, failing upon termination of his or her employment or affiliation with a real estate broker and upon demand by the broker to immediately turn over to the broker any and all information, records, or other materials obtained during his or her employment whether the information or records were originally given to him or her by the broker or copied from the records of that broker or affiliation or acquired by the salesperson during his or her employment;

(31) Offering, promising, giving, or paying, directly or indirectly, any part or share of his or her commission or compensation arising or accruing from any real estate transaction to any person who is not licensed as a real estate broker, but who by law should be licensed, or who is not a real estate salesperson employed by that licensee;

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(32) Soliciting the sale, lease, or the listing for sale or lease, of residential property on the ground of loss of value due to the present or prospective entry in the neighborhood of a person or persons of another race, religion, or ethnic origin, nor shall he or she distribute, or cause to be distributed, material or make statements designed to induce a residential property owner to sell or lease his or her property due to such factors;

(33) Failure of the employing broker to notify the director, in writing, within ten (10) days of the termination of a salesperson's employment of contractual relationship, or failure of a salesperson to notify the director, in writing, within ten (10) days of any change in his/her broker affiliation;

(34) Failure to report all written offers to the owner prior to the signing of a purchase and sale agreement by the owner;

(35) Failure of agents to provide buyers and sellers of real property with disclosure regarding real estate agency relationships as specified in chapter 20.6 of this title;

(36) Failure of an associate broker to inform the public of associate broker status by not listing associate broker on business cards and correspondence or by informing the public that his or her status in the real estate firm is that of broker; or

(37) Failure to pay sums of money being held in an escrow account, pursuant to § 5-20.5-26, within ten (10) days of receipt of a written release that has been signed by all parties to a failed real estate transaction.

(b) The director is authorized to levy an administrative penalty not exceeding one thousand dollars (\$1,000) for any violation under this section or the rules and regulations of the department of business regulation.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1981, ch. 249, § 1; P.L. 1985, ch. 417, § 1; P.L. 1986, ch. 317, § 1; P.L. 1989, ch. 141, § 1; P.L. 1991, ch. 424, § 1; P.L. 1993, ch. 397, § 2; P.L. 1996, ch. 185, § 1; P.L. 2001, ch. 114, § 1; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1; P.L. 2017, ch. 47, § 1; P.L. 2017, ch. 55, § 1.)

SECTION 5-20.5-15

§ 5-20.5-15. Hearings before revocation or suspension of license.

(a)(1) Before refusing to issue a license or suspending or revoking a license on its own motion, the division of professional regulation shall notify the applicant or licensee of its intended action and the grounds for the action. The applicant or licensee may, within twenty (20) days file with the division a request for a hearing stating his or her answer to the grounds specified in the

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notification. The division shall consider the answer and set a date for a hearing, notifying the applicant or licensee of the date at least twenty (20) days prior to the hearing date.

(2) Before refusing to issue a license or suspending or revoking an existing license upon the verified written complaint of any person stating a cause of action under § 5-20.5-17, the department of business regulation shall, in writing, notify the accused applicant or licensee of its receipt of the complaint, enclosing a copy of the complaint. The accused applicant or licensee shall within twenty (20) days, file his or her answer to the complaint or complaints with the department.

(3) The division shall transmit a copy of the answer to the complainant or complainants and set a time and place for a hearing, which is at least twenty (20) days prior to the hearing date.

(4) All notices and answers required or authorized to be made or filed under this section may be served or filed personally, or by certified mail to the last known business address of the addressee. If served personally, the time runs from the date of service; if by registered mail, from the postmarked date of the letter enclosing the document.

(5) Hearings are open to the public, and are conducted in accordance with the provisions of title 42, chapter 35 relating to Administrative Procedures, and the department's rules of procedure for administrative hearings, and the applicant or licensee has an opportunity to be heard in person or by counsel. A hearing officer appointed by the director shall render a decision on any application or complaint within sixty (60) days after the final hearing in the matter and shall immediately notify the parties to the proceedings, in writing, its ruling, order or decision. In the event the matter contained in the complaint has been filed or made a part of a case pending in any court in this state, the division may then withhold its decision until the court action has been concluded. Hearings shall be held in accordance with rules promulgated by the division in conformity with law.

(b) Any unlawful act or violation of any of the provisions of this chapter by any salesperson is not cause for the suspension or revocation of the license of the broker with whom he or she is affiliated unless it appears to the satisfaction of the division of professional regulation that the broker had knowledge of the unlawful act or violation.

(c) The division of professional regulation is authorized and empowered to issue subpoenas for the attendance of witnesses and the production of records or documents. The process issued by the division may extend to all parts of the state, and process may be served by any person designated by the division. The person serving that process shall receive any compensation that is allowed by the division, not to exceed the fee prescribed by law for similar services. All witnesses subpoenaed who appear in any proceedings before the division shall receive the same fees and mileage allowances allowed by law, and all those fees and allowances are taxed as part of the cost of the proceedings.

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(d) Where, in any proceeding before the division of professional regulation, any witness fails or refuses to attend upon subpoena issued by the division, or refuses to testify, or refuses to produce any records or documents the production of which is called for by the subpoena, the attendance of the witness and the giving of his or her testimony and the production of the documents and records shall be enforced by any court of competent jurisdiction of this state in the same manner as are enforced the attendance, testimony of witnesses, and production of records in civil cases in the courts of this state.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1985, ch. 181, art. 59, § 1; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1; P.L. 2014, ch. 92, § 1; P.L. 2014, ch. 93, § 1.)

SECTION 5-20.5-16

§ 5-20.5-16 Appeals.

(a) The provisions of the Administrative Procedures Act, chapter 35 of title 42, and all amendments and modifications to that Act and the rules adopted pursuant to the Act, apply to and govern all proceedings for the judicial review of final administrative decisions of the department of business regulation. Any party aggrieved by a final administrative decision of the department may seek review of that decision in the superior court of the county of his or her residence.

(b) Any person aggrieved has the right of appeal from any adverse ruling, order, or decision of the department of business regulation to a court of competent jurisdiction in the county where the hearing was held within thirty (30) days from the service of notice of the action of the department upon the parties to the hearing.

(c) Notice of appeal shall be filed in the office of the clerk of the court, which shall issue a writ of certiorari directed to the department of business regulation, commanding it, within fifteen (15) days after service of the writ, to certify to the court its entire record in the matter in which the appeal has been taken. The appeal shall be heard, in due course, by the court, which shall review the record and, after a hearing on the matter, make its determination of the cause.

(d) A final administrative decision of the department of business regulation shall not become effective until time for appeal has expired. If an appeal is taken, it shall not act as a supersedeas unless the court so directs.

(e) Any person taking an appeal shall post a bond in the amount of one thousand dollars (\$1,000) for the payment of any costs which may be assessed against him or her.

History of Section.

(P.L. 1973, ch. 215, § 2; P.L. 1985, ch. 181, art. 59, § 1.)

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SECTION 5-20.5-17

§ 5-20.5-17 Penalties for violations.

(a) Any person acting as a broker or as a salesperson without first obtaining a license is guilty of a misdemeanor and upon conviction, is punishable by a fine of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500), or by imprisonment for a term not to exceed one year, or both; and if a corporation, is punishable by a fine of not less than one thousand dollars (\$1,000) nor more than two thousand dollars (\$2,000). Any person upon conviction of a second or subsequent offense is punishable by a fine of not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000), or by imprisonment for a term not to exceed two (2) years, or both; and if a corporation, by a fine of not less than two thousand dollars (\$2,000) nor more than five thousand dollars (\$5,000).

(b) In case any person has received any money, or the equivalent, as a fee, commission, compensation, or profit by or in consequence of a violation of any provision of this chapter, he or she, in addition, is liable to a penalty of not less than the amount of the sum of money received and not more than three (3) times the sum received, as may be determined by the court, which penalty may be recovered in any court of competent jurisdiction by any person aggrieved.

History of Section. (P.L. 1973, ch. 215, § 2.)

SECTION 5-20.5-18

§ 5-20.5-18 Department assistance in educational programs.

(a) The department of business regulation is authorized to conduct, hold, or assist in conducting or holding real estate clinics, meetings, courses, or institutes and to incur the necessary expenses limited by connection therewith, which are open to all licensees.

(b) The department is authorized to assist educational institutions within this state in sponsoring studies, research, and programs for the purpose of raising the standards of professional practice in real estate and the competence of licensees in the public interest.

History of Section.
(P.L. 1973, ch. 215, § 2; P.L. 1985, ch. 181, art. 59, § 1.)

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SECTION 5-20.5-19

§ 5-20.5-19 Real estate courses and schools – Regulation – Issue and revocation of permits – Exceptions.

(a) The division of professional regulation is authorized and empowered to formulate rules and regulations relative to the establishment and operation of schools, courses of study, instruction, grades and grading systems, and related matters. The division and the board of governors for higher education have the power at any time to review the curriculum of those courses.

(b) Any school, individual, or organization which offers or conducts any course or courses of study in real estate, or any course or courses designed or represented to enable or assist non-licensees or applicants for license to pass examinations conducted by the division of professional regulation shall first obtain a permit from, and subsequently abide by the rules and regulations of, the division covering those schools.

(c) The division has authority to suspend or revoke the permit of any school, individual, or organization for violation of the provisions of this chapter or of the rules and regulations promulgated pursuant to this chapter. The provisions of this section do not apply to any college or university, that has been accredited by any accrediting body approved by the board of governors for higher education.

History of Section. (P.L. 1973, ch. 215, § 2; P.L. 1974, ch. 173, § 1; P.L. 1985, ch. 181, art. 59, § 1.)

SECTION 5-20.5-20

§ 5-20.5-20 Real estate school permit – Fees – Penalty for operation without permit prohibited.

(a) It is unlawful for any school to offer courses or to conduct classes of instruction in real estate subjects without first procuring a permit; or having obtained a permit, to represent that its students are assured of passing examinations given by the division of professional regulation, or to represent that the issuance of a permit is a recommendation or endorsement of the school to which it is issued, or of any course of instruction given by it.

(b) The application of each school shall be accompanied by a first year license fee of two hundred fifty dollars (\$250) and a further fee of one hundred dollars (\$100) multiplied by the remaining term of licensure. If issued, the license is renewable on the payment of a renewal fee assessed at the rate of one hundred fifty dollars (\$150) per annum. The total fee for the entire term of initial licensure and renewal shall be paid at the time of application.

(c) In the event that any person is found guilty of violating this section in the operation of a school, or any rule or regulation adopted pursuant to this section, or attempts to continue to

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operate as a school after the revocation or during a period of suspension of a permit, he or she is guilty of a misdemeanor.

(d) The department of business regulation shall promulgate rules and regulations mandating the term of license and the term of renewal of each permit issued. No license shall remain in force for a period in excess of three (3) years.

History of Section. (P.L. 1973, ch. 215, § 2; P.L. 1985, ch. 181, art. 59, § 1; P.L. 1987, ch. 184, § 3; P.L. 2004, ch. 595, art. 30, § 3.)

SECTION 5-20.5-21

§ 5-20.5-21 Actions for recovery of fee or commission. – Except as provided in this chapter, no person shall maintain an action in any court of this state for the recovery of a commission, fee, or compensation for any act done, the doing of which is prohibited under this chapter to other than licensed brokers, unless that person was licensed under this chapter as a broker at the time of the doing of the act.

History of Section. (P.L. 1973, ch. 215, § 2.)

SECTION 5-20.5-22

§ 5-20.5-22 Severability. – If any provision of this chapter is held invalid, that provision is deemed to be excised from this chapter and its invalidity does not affect any of the other provisions of this chapter. If the application of any provision of this chapter to any person or circumstance is held invalid, it does not affect the application of that provision to those persons or circumstances other than those to which it is held invalid.

History of Section. (P.L. 1973, ch. 215, § 2.)

SECTION 5-20.5-25

§ 5-20.5-25 Errors and omissions insurance required of real estate licensees.

(a) All holders of real estate brokers' and salespersons' licenses issued by the state department of business regulation shall, as a condition of retaining that license, carry and maintain errors and omissions insurance covering all business activities contemplated.

(b) Licensees shall obtain errors and omissions insurance independently. The coverage contained in the policy shall comply with the minimum requirements established by the department of business regulation.

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(c) The department of business regulation shall determine the terms and conditions of coverage mandated under this section, including, but not limited to, the minimum limits of coverage, the permissible deductible, and permissible exemptions. The department of business regulation shall seek the assistance of the real estate commission as to the terms and conditions of coverage.

(d) A certificate of coverage must be filed with the department of business regulation by the annual license renewal date by each licensee.

History of Section. (P.L. 1990, ch. 412, § 1; P.L. 1993, ch. 66, § 1; P.L. 2000, ch. 202, § 1.)

SECTION 5-20.5-26

§ 5-20.5-26 Escrows.

(a) Escrow.

(1) *Escrow accounts.*

(i) Each real estate firm shall maintain an escrow account under the supervision of the broker qualified to do business in the name and on behalf of the corporate, partnership or association licensee. All those funds paid to a salesperson or paid directly to a broker shall be segregated on the broker's books and deposited in an account in a recognized federally insured financial institution in Rhode Island separate from any account containing funds owned by the broker. A broker or salesperson shall not commingle deposit money or other customers' funds and his or her own funds; use a customer's fund as his or her own; or fail to keep an escrow or trustee account of funds deposited with him or her relating to a real estate transaction, for a period of three (3) years, showing to whom the money belongs, date deposited, date of withdrawal, to whom paid, and any other pertinent information that the commission requires. Those records are to be available to the commission and the department or their representatives, on demand, or upon written notice given to the depository. Each broker/office supervisor shall maintain a monthly report as to the status of that office's escrow account and is responsible for its accuracy.

(ii) A multi-office firm may either have an escrow account for each office or one central escrow account for the firm.

(iii) Funds held in escrow may be applied to the commission when earned by the listing company.

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(iv) Whenever the ownership of any deposit monies received by a broker or salesperson pursuant to this section is in dispute by the parties to a real estate transaction, the broker or salesperson shall deposit the monies with the general treasurer within one hundred eighty (180) days of the date of the original deposit, those monies to be held in trust by the general treasurer until the dispute is mediated, arbitrated, litigated, or otherwise resolved by the parties. The parties to a real estate transaction may agree in writing to extend the time period by which the monies must be deposited with the general treasurer in accordance with regulations promulgated by the department of business regulation.

(v) The department of business regulation shall have the authority to promulgate rules and regulations with respect to such escrow accounts and the deposit of monies with the general treasurer.

(2) *Escrow agents.* Funds or deposits placed in escrow may be held by any person or entity legally authorized to hold funds in that capacity, e.g., the real estate broker or attorney.

(b) *Dual activities.* In all real estate transactions in which a broker holds more than one title, e.g., builder, contractor, or insurance agent, all deposit monies received must be placed in the broker's real estate escrow account, unless there is a contractual agreement between the principals to the contrary.

(c) *Unlawful appropriation.* Pursuant to § 11-41-11.1, any licensee to whom any money or other property is entrusted as escrow funds, who intentionally appropriates to the licensee's own use that money or property, or transfers the funds from an escrow account to a company or personal account prior to a closing, is guilty of unlawful appropriation.

(d) *Release of funds.* An escrow agent shall pay sums of money being held in an escrow account as instructed by the parties to a failed real estate transaction, within ten (10) days of receipt of a written release that has been signed by all the parties to the failed real estate transaction.

History of Section.

(P.L. 1996, ch. 185, § 2; P.L. 2001, ch. 114, § 1; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1; P.L. 2017, ch. 47, § 1; P.L. 2017, ch. 55, § 1.)

SECTION 5-20.5-27

§ 5-20.5-27 License required for ownership. – No person, firm or corporation shall have an ownership interest in a real estate brokerage firm nor participate in the operation of the real estate brokerage firm unless the person, firm or corporation holds a valid real estate broker's license, issued pursuant to the provisions of this chapter.

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History of Section.

(P.L. 1998, ch. 115, § 2; P.L. 2011, ch. 102, § 1; P.L. 2011, ch. 113, § 1.)

SECTION 5-20.5-28

§ 5-20.5-28 Order to cease unsafe practices – Appeal. – If the department of business regulation has reason to believe that any person, firm, or corporation or association is conducting any activities requiring licensure under this chapter without obtaining a license, or who after the denial, suspension or revocation of a license conducts any activities requiring licensure under this chapter, the department may issue its order to that person, firm, corporation or association commanding them to appear before the department at a hearing to be held not sooner than ten (10) days nor later than twenty (20) days after issuance of that order to show cause why the department should not issue an order to that person to cease and desist from the violation of the provisions of this chapter. The order to show cause may be served on any person, firm, corporation or association named in the order in the same manner that a summons in a civil action may be served, or by mailing a copy of the order, certified mail, return receipt requested, to that person at any address at which he or she has done business or at which he or she lives. If upon that hearing the department is satisfied that the person is in fact violating any provision of this chapter, then the department may order that person, in writing, to cease and desist from that violation. All hearings shall be governed in accordance with the Administrative Procedures Act, chapter 35 of title 42. If that person fails to comply with an order of the department after being afforded a hearing, the superior court in the county where the land or real estate is located has jurisdiction upon complaint of the department to restrain and enjoin that person from violating this chapter.

History of Section. (P.L. 1999, ch. 183, § 1.)



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
DIVISION OF COMMERCIAL LICENSING
1511 PONTIAC AVENUE, BLDG. 69-1
CRANSTON, RHODE ISLAND 02920
www.dbr.ri.gov

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TITLE 230 – DEPARTMENT OF BUSINESS REGULATION

CHAPTER 30 – COMMERCIAL LICENSING

SUBCHAPTER 20 – REAL ESTATE

PART 2 – Real Estate Brokers and Salespersons

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2.1 Authority and Purpose

- A. Authority: This regulation is promulgated pursuant to R.I. Gen. Laws §§ 5-20.5-6, 5-20.5-12, 5-20.5-19, 5-20.5-20, 5-20.5-26(a)(1)(v), 5-20.6-12, and 42-14-17.
- B. Purpose: The purpose of this regulation is to promote the general welfare of the citizens of Rhode Island by the implementation of R.I. Gen. Laws § 5-20.5-1, *et seq.*, and § 5-20.6-1, *et seq.*, so that the provisions thereunder may be best effectuated and the public interest be most effectively served.

2.2 Definitions

- A. In addition to the terms defined in R.I. Gen. Laws §§ 5-20.5-1 and 5-20.6-2, when used in this Part, the following terms shall have the following meanings:
 - 1. “Appraisal” or “real estate appraisal” means an analysis, opinion, or conclusion relating to the nature, quality, value or utility of specified interests in, or aspects of, identified real estate prepared by a person licensed under R.I. Gen. Laws § 5-20.7-1, *et seq.* and Part 1 of this Subchapter, that conforms to the standards adopted by the Uniform Standards of Professional Appraisal Practice (“USPAP”) in accordance with R.I. Gen. Laws § 5-20.7-19.
 - 2. “Broker price opinion” (“BPO”) means an analysis, opinion, or conclusion prepared by a person licensed under R.I. Gen. Laws § 5-20.5-1, *et seq.*, in the ordinary course of his or her business relating to the price of specified interests in or aspects of identified real estate or identified real property for the purpose of listing, purchase, or sale.
 - 3. “Clock hour” means a period of at least fifty (50) minutes of classroom instruction.
 - 4. “Comparative market analysis” (“CMA”) means an analysis, opinion, or conclusion prepared by a person licensed under R.I. Gen. Laws § 5-20.5-1, *et seq.*, in the ordinary course of his or her business relating to the price of specified interests in or aspects of identified real estate or identified real property by comparison to other real property currently or recently sold in the marketplace for the purpose of listing, purchase, or sale.
 - 5. “Department” means the Department of Business Regulation.
 - 6. “License” means a real estate salesperson or broker license issued by the Department.
 - 7. “Net Listing” means an agreement in which a prospective seller lists Real Estate for sale with an authorization to a Broker to sell at a specified net dollar return to the seller and which provides that the Broker may retain as Commission the difference between the specified dollar return to the seller and the actual sales price.
 - 8. “Promptly” means not more than ten (10) calendar days.

9. "Real Estate Commission" means the Commission created pursuant to R.I. Gen. Laws § 5-20.5-12.

2.3 Licensee's Name and Address

Upon initial licensure and at all times thereafter, every licensee shall ensure that the Department has on record the licensee's current personal name, firm affiliation, trade name, residence address and firm address. Every licensee shall notify the Department in writing of each change of personal name, firm affiliation, trade name, residence address and firm address within ten days of the change. All addresses shall be sufficiently descriptive to enable the Department to correspond with and locate the licensee.

2.4 Principal Brokers and Brokerages

- A. The principal broker shall act in a supervisory capacity for every real estate transaction in which an affiliated licensee participates.
- B. The principal broker shall be responsible for the compliance of his or her affiliated licensees with the Rhode Island General Laws pertaining to real estate licensure and this regulation.
- C. The principal broker shall be responsible for the compliance of his or her non-licensed employees with the Rhode Island General Laws pertaining to real estate licensure and this regulation.
- D. The principal broker shall maintain an escrow account for the funds of others and shall make certain that no funds of others are disbursed or utilized without his or her express authorization and knowledge.
- E. The principal broker shall assume responsibility for:
1. The adequate supervision of each affiliated licensee and each office of the brokerage at which real estate activities requiring licensure are conducted;
 2. The filing of any change of business address or trade name of the brokerage and the registration of any assumed business name adopted by the brokerage for its use with the Department;
 3. The notification in writing of any change of his or her status as principal broker to the Department within ten (10) days following the change;
 4. The proper display of all licenses;
 5. The verification that each licensee affiliated with the brokerage has a license in good standing with the Department at the beginning of each renewal term;
 6. The proper retention and maintenance of records relating to transactions conducted by or on behalf of the brokerage at such office; and

7. The preservation and safekeeping of the transaction and escrow account records upon termination of his or her status as principal broker until a new principal broker has been designated.
- F. If a principal broker, in his capacity as an insurance licensee of the Department, is authorized to place or procure insurance on the property being sold in a contract provided by the principal broker, he or she shall obtain written reaffirmation of such provision by the prospective insured within five (5) days prior to the closing of title.

2.5 Salespersons

A licensed real estate salesperson must be affiliated with a licensed principal broker in order to engage in any real estate activity requiring licensure. A licensed salesperson shall not operate, supervise, or manage a real estate brokerage.

2.6 Examinations

- A. Examinations may be written or oral. Requests for an oral examination or time extension may be made to and granted at the discretion of the Department.
- B. There shall be a one (1) year time limit for reexamination with regard to failure of any section of the Broker or Salesperson examination. If an applicant fails to pass any particular section, he or she may retake that section within the one (1) year time limit. If the one (1) year time limit for reexamination expires, he or she must retake the entire examination.
- C. If a license has expired for more than one (1) year, the former licensee must complete a new application and retake the examination in accordance with R.I. Gen. Laws § 5-20.5-11(b).

2.7 Education Requirements

- A. Applicants for a real estate salesperson's license, including former licensees whose salesperson's license has expired for more than one (1) year, must submit satisfactory evidence of completion of a minimum of forty-five (45) classroom hours pursuant to R.I. Gen. Laws § 5-20.5-4(b). Classroom hours completed more than two (2) years from the date of the application will not be considered in meeting the 45-hour requirement.
- B. Applicants for a real estate broker's license, including former licensees whose broker's license has expired for more than four (4) years, must submit satisfactory evidence of completion of a minimum of ninety (90) classroom hours, unless exempted pursuant to R.I. Gen. Laws § 5-20.5-4(b).
- C. At no time shall the forty-five (45) classroom hours used to qualify for a salesperson's license be used to qualify for the ninety (90) hours required for a broker's license. In addition, classroom hours completed more than four (4) years from the date the application will not be considered in meeting the 90-hour requirement.

- D. All pre-licensing courses must be taken in a classroom, and taught by an instructor appearing in person. Online or distance education credits will not be accepted for new license applicants.

2.8 Fees

- A. Before the Department issues an original license, the applicant shall pay a fee of twenty-five dollars (\$25.00) that shall be deposited into the Real Estate Recovery Fund Account.
- B. Any fees prescribed by statute shall be paid by check or money order made payable to the Rhode Island General Treasurer.
- C. If a check is not honored for payment by the endorser's financial institution, subsequent attempts to make payment must be in the form of a money order or cashier's check. Returned checks may subject licensees to disciplinary action pursuant to R.I. Gen. Laws § 5-20.5-14.

2.9 License Renewal Term

- A. Licenses shall be renewed every two (2) years on May 1 of each even numbered year.
- B. Licenses shall be considered renewed upon the payment of the renewal fee by May 1 of each even numbered year.
- C. Licensees are responsible for the timely renewal of their license. The Department may provide notice of the license renewal requirement as a courtesy but the absence of such notice shall not be construed as relieving licensees from their responsibility for timely license renewal.
- D. Failure to renew prior to May 1 of every even numbered year shall result in the institution of administrative disciplinary proceedings in accordance with the Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*, and the Department's Rules of Procedure for Administrative Hearings, Part 10-00-2 of this Title.
- E. The Department may impose administrative penalties as a condition of reinstatement of a license, taking into account any aggravating or mitigating facts and circumstances.

2.10 Disaffiliation of License

- A. When a licensee disaffiliates from a brokerage, the principal broker must send written notice to the Real Estate Section of the Department of the disaffiliation of the licensee. The principal broker of the licensee's new brokerage must sign and submit a transfer of license form to the Department.
- B. Licensees are not required to return their license to the Department unless it has been revoked or they wish to surrender the license.

2.11 Dissolution of Brokerage

The principal broker shall notify the Department in writing of the dissolution of the brokerage and return his or her license to the Department within ten (10) days. Upon the dissolution of a brokerage, all licensees affiliated with that brokerage must transfer their license to another brokerage or return it to the Department within ten (10) days for cancellation.

2.12 Property Management Companies

- A. Any person who performs any of the acts within the meaning of “real estate broker” pursuant to R.I. Gen. Laws § 5-20.5-1(4) in the regular course of, or as an incident to, the management of another person’s real property are required to be licensed as a real estate broker pursuant to R.I. Gen. Laws § 5-20.5-1 *et seq.*
- B. This section does not apply to a bona fide owner, lessor, or lessee of the real property being managed, or the regular employees thereof.

2.13 Reporting Convictions and Disciplinary Actions

Any licensee convicted of, or otherwise pleads guilty or nolo contendere to, any felony or misdemeanor, or is disciplined by any governmental agency in connection with any other occupational license, shall file with the Department a written report of such conviction or disciplinary action within sixty (60) days of the final judgment or final order in the case.

2.14 Discriminatory Practices Prohibited

- A. No licensee shall solicit the sale, lease, the listing for sale, or the lease of residential property due to the presence or prospective entry into the neighborhood of an individual or individuals of any protected class designated in the Rhode Island Fair Housing Practices Act, R.I. Gen. Laws § 34-37-1 *et seq.*; nor shall licensees distribute material or make statements designed to induce a residential property owner to sell or lease his or her property due to such change in the neighborhood.
- B. No licensee shall violate the Fair Housing Practices Act, R.I. Gen. Laws § 34-37-1 *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. §§ 1981-1982, or the Civil Rights Act of 1968, Title VIII and Title IX, 42 U.S.C. §§ 3601-19, and 3631, to the extent that such violation constitutes a violation of the Rhode Island General Laws pertaining to real estate licensure and this regulation.
- C. No licensee or brokerage shall advertise or use any form of application or make any inquiry that expresses directly or indirectly any limitation, specification, or discrimination as to individuals of any protected class designated in the Rhode Island Fair Housing Practices Act R.I. Gen. Laws § 34-37-1 *et seq.*

2.15 Additional Grounds for Disciplinary Action

- A. No person shall engage in the business of licensed real estate activity while his or her license is expired, revoked, suspended, or otherwise not valid.

- B. A licensee who fraudulently certifies to the Department completion of the continuing education requirement described in § 2.30 of this Part may be subject to the suspension of his or her license following notice and an opportunity for a hearing until such time that the requirements of § 2.30 of this Part are satisfied.

2.16 Conduct of Contested Cases

- A. Powers and Proceedings. The Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*, and the Department's Rules of Procedure for Administrative Hearings, Part 10-00-2 of this Title, shall govern all complaint and enforcement proceedings pursuant to R.I. Gen. Laws § 5-20.5-1 *et seq.* and this Part.
- B. Complaints. Any person may file a complaint against any licensee or any person who is required to be licensed but is not licensed by the Department. Such complaint shall be in writing, signed by the Complainant, and on a form provided by the Department. The Department shall make an initial determination whether or not the complaint is within the Department's jurisdiction. If no jurisdiction exists, the Department shall notify the complainant in writing. If jurisdiction exists, the Department shall conduct whatever investigation it deems appropriate, including forwarding a copy of the complaint to the Respondent. If instructed to do so by the Department, the Respondent shall file a response to the complaint within fifteen (15) business days or such other time frame specified by the Department.
- C. Upon completion of its investigation, the Department shall take one (1) of the following actions:
 - 1. If the Department determines that the complaint fails to establish probable cause of a violation of the Rhode Island General Laws pertaining to real estate licensure or this regulation, the Department shall take no action on the complaint and shall advise the Complainant and Respondent in writing of the determination; or
 - 2. If the Department determines that the complaint establishes probable cause, the Department shall take such action as it deems appropriate under applicable law and the rules and regulations adopted pursuant thereto.
- D. Department Investigations. The Department on its own authority may initiate an investigation and take action:
 - 1. Against a licensee;
 - 2. Against an applicant for a license or for renewal of a license;
 - 3. Against any person who is required to be licensed but is not licensed; and
 - 4. Against any person who is subject to the regulatory authority of the Department.
 - 5. All such actions shall be upon such terms and conditions as are permitted under applicable law and the rules and regulations adopted pursuant thereto.

2.17 License Restoration

- A. Following the revocation or suspension of a license in accordance with any disciplinary action, the Director may impose certain conditions to any future license restoration.
- B. Such conditions for future license restoration may include, but are not limited to, the following:
 - 1. Successful completion of a written examination of the same type normally given to applicants for initial licenses;
 - 2. Successful completion of certain continuing education courses;
 - 3. Providing an updated criminal background check from the Attorney General's Bureau of Criminal Information (BCI);
 - 4. Sufficient evidence of rehabilitation where the nature of the offense so warrants; and/or
 - 5. Payment of an administrative penalty with consideration given to any aggravating or mitigating circumstances.

2.18 Client Funds

- A. Escrow Accounts.
 - 1. The principal broker shall be responsible for each and every escrow account maintained on behalf of the brokerage and its offices.
 - 2. Escrow accounts shall be so designated by the financial institution in which the account is located, and on all deposit tickets and checks drawn on the account. In addition, the monthly bank statement for the account shall bear the words, "Trust Account" or "Escrow Account."
 - 3. Funds designated for escrow shall be deposited in the escrow account of the principal broker of the seller or landlord, unless otherwise agreed to in writing by the parties to the real estate transaction.
 - 4. Funds designated for escrow shall be deposited in the escrow account promptly after the execution of the purchase and sales agreement or, in the case of a rental, promptly after receipt of the funds.
 - 5. Funds held in escrow may be applied to the commission when earned by the respective licensees only at the time of, or subsequent to, the closing of the real estate transaction.
 - 6. A licensee shall not convert the money or property of others to his or her own use, apply such money or property to a purpose other than that for which it was paid or entrusted to him or her, or permit or assist any other person in the conversion or misapplication of such money or property.

7. The maintenance of nominal amounts of the licensee's funds in escrow accounts solely to provide continuity in such accounts or to meet bank service charges shall not be construed to be commingling.
 8. In the absence of any agreement to the contrary, the interest on monies placed in an interest-bearing escrow account shall accrue to the licensee.
 9. If a statute or regulation compels the maintenance of a fixed amount of funds in a licensee's escrow account in addition to client or consumer funds, the maintenance of such fixed amount shall not be construed to be commingling.
- B. Salespersons Prohibited from Holding Client Funds. An affiliated licensee shall turn over all deposit monies received promptly to his or her principal broker or, at the direction of the principal broker, deposit the funds in the principal broker's escrow account.
- C. Sellers and Deposits.
1. A licensee may permit a buyer to draft a deposit check payable to seller only if:
 - a. The listing agreement so provides; and
 - b. The seller's designated client representative or the neutral transaction facilitator informs the buyer in writing that the seller does not have any obligation to place the deposit monies in an escrow account.
 2. When the listing agreement requires that the seller retain the deposit, the deposit check shall not be made payable to anyone but the seller.
 3. Except as provided herein, a licensee who receives deposit funds payable directly to him or her shall not turn the funds over to a seller.
- D. Dual activities.
1. In real estate transactions in which a principal broker and/or his or her affiliated licensees participate in additional capacities (e.g., seller, builder, contractor, or insurance agent), all deposit monies received by the principal broker must be placed in his or her real estate escrow account, unless there is a contractual agreement between the principals to the contrary.
 2. Any contractual agreement that provides for the deposit funds to be placed in an account other than the principal broker's escrow account must comport with the following:
 - a. The agreement must be in writing;
 - b. The agreement must include language that informs the buyer or renter that he or she forfeits the protections for monies placed in an escrow account in the event of a dispute over the real estate transaction; and

- c. All parties to the real estate transaction must sign the agreement.
- E. **Security Deposits Relating to a Lease or Rental Agreement.** Security deposits held by a landlord following the execution of a lease are governed by R.I. Gen. Laws § 34-18-19. The requirements of this regulation apply only to deposit funds held by a licensee prior to the execution of the lease or rental agreement.

2.19 Release of Deposits

- A. **Forfeiture of Deposit.** A principal broker may release a deposit to a seller or landlord only after the following steps have been taken:
 - 1. The principal broker makes a good faith determination that the buyer or renter forfeited his or her rights to the deposit's return;
 - 2. The principal broker provides written notice to the buyer or renter by certified mail, return receipt requested, of his or her intent to release the deposit to the seller or landlord sixty (60) days from the date of receipt of the written notice; and
 - 3. The buyer or renter fails to notify the principal broker in writing within the sixty (60) day period that he or she disputes the ownership of the deposit.
- B. **Return of Deposit.** A principal broker may return a deposit to a buyer or renter only after:
 - 1. The principal broker makes a good faith determination that the seller or landlord has forfeited his or her rights to the deposit;
 - 2. The principal broker provides written notice to the seller or landlord by certified mail, return receipt requested, of his or her intent to return the deposit to the buyer or renter twenty-one (21) days from the date of receipt of the written notice; and
 - 3. The seller or landlord fails to notify the principal broker in writing within the twenty-one (21) day period that he or she disputes the ownership of the deposit.
- C. **Disputed Deposit.** Whenever the parties to a real estate transaction dispute the ownership of any deposit monies received by a principal broker pursuant to R.I. Gen. Laws § 5-20.5-26, the following procedures shall apply:
 - 1. The principal broker shall deposit the monies with the General Treasurer no later than one hundred eighty (180) days of the date of the original deposit. The form, entitled "Escrow Deposit Transmittal Form," available on the Department's website or by contacting the Department, shall accompany the transmittal.
 - 2. As soon as the principal broker determines that an unresolved dispute over ownership of the deposit funds exists, and at least thirty (30) days prior to transmittal of the funds, he/she shall by written letter inform the parties to the real estate transaction of the statutory requirements regarding disputed deposits. The letter shall contain the following language:

- a. "I have yet to receive notice of a resolution allowing me to disburse the deposit monies being held in escrow pursuant to a purchase and sales agreement for real property located at [insert address]. In accordance with R.I. Gen. Laws § 5-20.5-26, I will transmit the deposit to the General Treasurer thirty (30) days from [insert date] unless I receive a written release signed by both the parties directing me to disburse the deposit monies. If I do not receive this release within thirty (30) days of [insert date], I will forward the deposit to the General Treasurer where it will be held in trust until the dispute is mediated, arbitrated, litigated, or otherwise resolved. The parties may extend the time by which the deposit must be deposited with the General Treasurer by written agreement. If I do not receive a copy of any such agreement within thirty (30) days of [insert date], I will forward the deposit as required by R.I. Gen. Laws § 5-20.5-26."
3. If the parties resolve the matter after the deposit has been forwarded to the General Treasurer, the parties must provide written proof in the form of a mutual written release, mediation agreement, arbitration award, or court order to the principal broker who then must promptly act to obtain the deposit by forwarding to the General Treasurer the form entitled "Claim for Return of Property," which is available on the Department's website or by contacting the Department. Upon receipt of the deposit, the principal broker must disburse it to the parties according to the terms established in the written release, mediation agreement, arbitration award, or court order. If no time period for payment is stated, payment shall be made within seven (7) calendar days from the date such release, agreement or order is executed by all parties.
4. If the principal broker retires or dies after the deposit money has been transmitted to the General Treasurer but before the issue of ownership of the deposit is resolved, the "Claim for Return of Property" shall be submitted to the General Treasurer by the successor principal broker of the retired or deceased principal broker. If no successor principal broker exists, the parties shall provide written proof to the General Treasurer in the form of a mutual written release, mediation agreement, arbitration award, or court order with the direction of payment.

2.20 Records

- A. Every principal broker shall ensure that his or her affiliated licensees keep records of all funds and property of others received by him or her for not less than three (3) years from the date of receipt of any such funds or property.
- B. A licensee shall maintain and retain records sufficient to identify the ownership of all funds belonging to others and the property associated with those funds. Such records shall be sufficient to show proper deposit of such funds in an escrow account and to verify the accuracy and proper use of the escrow account. The required records shall include:
 1. Bank statements.

2. Canceled checks. Checks shall conspicuously identify the payee and shall bear a notation identifying the purpose of the disbursement. When a check is used to disburse funds for more than one sales transaction, owner, or property, the check shall bear a notation identifying each sales transaction, owner, or property for which disbursement is made, including the amount disbursed for each, and the corresponding sales transaction, property, or owner ledger entries. In lieu of retaining canceled checks, a licensee may retain digitally imaged copies of the canceled checks or substitute checks provided that such images are legible reproductions of the front and back of such instruments with no smaller images than 1.1875 x 3.0 inches and provided that the licensee's bank retains for a period of at least six years the original checks, or the capacity to provide substitute checks and makes the original or substitute checks available to the licensee and the Department upon request.
 3. Journal or check stubs. A journal or check stubs shall identify in chronological sequence each bank deposit and disbursement of monies to and from the escrow account, including the amount and date of each deposit and a reference to the corresponding deposit ticket and any supplemental deposit worksheet, and the amount, date, check number, and purpose of disbursements and to whom paid. The journal or check stubs shall also show a running balance for all funds in the account.
 4. Copies of contracts, leases and management agreements.
 5. Closing statements and property management statements.
 6. Other documents. Invoices, bills, and contracts paid from the escrow account, and any documents not otherwise described herein necessary and sufficient to verify and explain record entries. Records of all receipts and disbursements of escrow monies shall be maintained in such a manner as to create an audit trail from deposit tickets and canceled checks to check stubs or journals and to the ledger sheets. Ledger sheets and journals or check stubs must be reconciled to the escrow account bank statements on a monthly basis. To be sufficient, records of escrow monies must include a worksheet for each such monthly reconciliation showing the ledger sheets, journals or check stubs, and bank statements to be in agreement and balance.
- C. Inspection of Records. Every principal broker and his or her affiliated licensees shall make available for inspection by the Department all records of transactions, books of account, instruments, documents and forms utilized or maintained in the conduct of the licensed business activity. All records pertaining to escrow accounts shall be made available upon demand. All other records shall be open for inspection during regular business hours.

2.21 Commissions

- A. Unless otherwise expressly provided by written agreement between the principal broker and an affiliated licensee and cooperating broker and referring broker, all commissions

due to a licensee from the principal broker shall be subject to an accounting and payment to the affiliated licensee and cooperating broker and referring broker no later than ten (10) calendar days from the receipt of such commission by the principal broker.

- B. Every principal broker must promulgate a written policy for the payment of commissions to affiliated licensees upon their termination. Such policy must prescribe the rate of commission to be paid, if any, on termination. The principal broker must obtain the written signature of each affiliated licensee under such principal broker as soon as such affiliation is established to indicate that the affiliated licensee agrees to the policy. The policy shall include, but not be limited to, the following:
1. Upon termination of affiliation or employment, the principal broker shall make a complete accounting in writing of all commissions due to licensee;
 2. In the event any commission so accounted for is not in accord with the established commission schedule, the principal broker shall give a complete written explanation of any difference; and
 3. Such accounting shall be made within thirty (30) days after the termination of affiliation or employment of the licensee.
- C. In the event the seller offers an incentive payment beyond the agreed listing fee to the procuring licensee, the principal broker and the seller must have a written agreement describing the incentive payment and recognizing that if the sale is a cooperative sale, the incentive payment must be in conformity with R.I. Gen. Laws § 5-20.5-14(12) and must be distributed to the licensee by the principal broker with whom he or she is affiliated.
- D. An affiliated licensee of a principal broker may create a wholly owned corporation or limited liability company for the purpose of receiving commission payments from the principal broker. A corporation or limited liability company created for the purposes of § 2.21(D) of this Part may not be licensed or conduct licensed real estate activity in its own name. In addition, it may not have more than one shareholder in the case of a corporation or one member in the case of a limited liability company.
- E. A principal broker may pay the earned commission of an affiliated licensee to that person's wholly owned corporation or limited liability company. To do so, the affiliated licensee must submit written instructions to the principal broker directing him or her to pay the affiliated licensee's share of the commission to the wholly owned corporation or limited liability company. It is the principal broker's obligation to assure that the corporation or limited liability company is solely owned by the affiliated licensee.
- F. In any real estate transaction, a licensee must disclose that he or she is licensed as a real estate broker or salesperson, even if no commission is at issue, when he or she is a party to the transaction as the following:
1. A buyer (regardless of the percentage of ownership at issue);
 2. A seller (regardless of the percentage of the ownership at issue);

3. An owner of a business entity that is a buyer or seller; or
4. A representative of a family member, which includes any person who is related to the licensee, whether by blood, marriage or adoption, as any of the following: spouse, father, step-father, father-in-law, mother, step-mother, mother-in-law, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandfather, step-grandfather, grandfather-in-law, grandmother, step-grandmother, grandmother-in-law, grandson, step-grandson, grandson-in-law, granddaughter, step-granddaughter, granddaughter-in-law, uncle, step-uncle, uncle-in-law, aunt, step-aunt, aunt-in-law, niece, step-niece, niece-in-law, nephew, step-nephew, nephew-in-law, first cousin, step-first cousin and first-cousin-in-law.

G. In order to take a commission, a licensee shall, at the first point of personal contact, disclose in writing whether:

1. He or she has an ownership interest in the property being sold (regardless of the percentage or type of ownership);
2. He or she is or will be purchasing any portion of the property being sold (regardless of the percentage of potential ownership);
3. He or she has a business interest (ownership or otherwise) in a business entity that is a buyer or seller; or
4. He or she is acting on behalf of a family member which is defined in § 2.21(F) of this Part.

H. If the licensee does not disclose his or her position at the first point of personal contact and in writing as set forth in this section, the licensee shall not be entitled to a commission.

2.22 General Obligations of Licensees

- A. All licensees shall deal fairly with all parties to a real estate transaction.
- B. Every licensee shall make a diligent effort to ascertain all pertinent information and facts, including but not limited to lot size, zoning, presence or absence of town water or sewer connection, and in the course of a new dwelling, municipal acceptance of the plat and certificate of occupancy, concerning every property in a real estate transaction in which he or she acts as a client representative. The client representative shall reveal, in writing, all information and facts material to any transaction to his or her client and when appropriate to any other party. This information shall include any actual or potential conflicts of interest that the licensee may reasonably anticipate.

2.23 Advance Fees

- A. Any principal broker who charges or collects an advance fee for services to be rendered, including but not limited to, advertising costs under an advance fee agreement, shall at

the time of accepting the advance fee furnish his or her buyer or seller with a list of services to be rendered.

- B. This section shall not apply to advance fees charged by a principal broker for the purpose of performing a market analysis of real property.

2.24 Prohibition Against Lending Name

- A. No licensee shall enter into an arrangement, either directly or indirectly, to lend his or her name or license for the benefit of another person, or for the purpose of circumventing the Rhode Island General Laws pertaining to real estate licensure and this regulation.
- B. Any arrangement where a licensee affiliates with a principal broker not actively involved in real estate activity requiring licensure to circumvent the Rhode Island General Laws pertaining to real estate licensure and this regulation shall be grounds for disciplinary action.

2.25 Advertising

- A. Unless otherwise stated herein, categories of advertising include but are not limited to any publication, radio or television broadcasts, business stationary, business cards, business and legal forms, electronic mail, web sites, twitter messaging, and other internet media, or documents.
- B. A licensee shall not advertise in any way that is false or misleading.
- C. All advertising shall include the name of the brokerage or principal broker under which the licensee is licensed to do business.
- D. When the name of a licensee is contained in any advertising, except on business cards, it shall be in print smaller and less conspicuous than that of the brokerage.
- E. The business card of any licensed salesperson shall clearly indicate that his or her license is as a Salesperson or an Associate Broker.
- F. Any advertisement shall contain the words "to a qualified buyer" if it refers to the amounts of down payment or the monthly payment carrying charges, or indicates that a mortgage is obtainable (where the mortgage referred to is not already a lien against the premises advertised).
- G. Any advertisement that sets forth amounts of down payment, monthly payment, carrying charges, taxes or mortgage money obtainable shall contain appropriate qualifying words such as "approximate" or "estimated." The qualifying words shall be clearly associated with the amounts set forth. If such amounts are mentioned without qualification, the licensee shall maintain written proof of the validity of such statements in his or her files. Such written proof shall be maintained for a period of three (3) years from the date upon which an advertisement containing such unqualified references shall have last appeared in any publication.

- H. With the exception of magazine or newspaper advertisements published under municipality headings, any advertisement for the sale, exchange, or rental of residential real property placed by a licensee, shall designate the municipality containing the property.
- I. Any use of an insignia, emblem, logo, trade name or other form of identification in any advertising or other public utterance, either by a single licensee or group of licensees, that suggests or otherwise implies common ownership or common management among such licensees, shall be prohibited except in the case of branch offices controlled by a principal broker and duly licensed as a branch office. The use, advertising, or display of any insignia, emblem, logo, or trade name of any bona fide trade association by any licensee provided that the licensee is a member of such trade association is permitted.
- J. Any licensee advertising the trade name of an affiliated franchisor shall include in such advertising in a conspicuous manner the operating name of the brokerage that owns the franchise. Any licensee, including the franchisee using the trade name of a franchisor in any advertising, shall also include in a conspicuous manner the statement, "Each office independently owned and operated," except for the following categories of advertising:
1. "For Sale" signs located on the premises of specific properties for sale; and
 2. Small "spot" classified advertising by a single franchised licensee.
- K. Advertising by a licensee referring generally to membership in any real estate multiple listing service operation shall specify the complete name of the listing service in which membership is held, except in the following categories of advertising:
1. "For Sale" signs located on the premises of specific properties for sale;
 2. Small "spot" classified advertising by a single licensee;
 3. Business cards; and
 4. Business signs.
- L. Any advertising that contains an offer for a home warranty contract shall specify the essential terms of the home warranty contract offer and shall also indicate whether the warranty offer is mandatory. Essential home warranty terms are limited to components/structure in an inspection warranty and to components only in the case of a non-inspection warranty. Advertising shall comply with all Federal and State warranty legislation, including the Magnuson-Moss Warranty Act, P.L. 93-637, 15 U.S.C. § 2301, *et seq.*
- M. A licensee may not advertise or distribute promotional material offering rebates or discounts including, but not limited to, discount plans or coupons redeemable for the discounted purchase of goods or services, if such advertisement or promotional material creates a likelihood of confusion or misunderstanding, or is false, deceptive or misleading to the reasonable person. Every advertisement or piece of promotional material shall clearly and completely disclose to the consumer all material terms and conditions of the offering.

- N. All licensees shall adhere to truth in lending requirements and shall not participate in paying of seller's costs or any payments to reduce interest costs.

2.26 Agreements

- A. No listing agreement or contract for the sale of real property, or any interest therein, shall contain a pre-printed fee, commission rate or commission amount.
- B. Upon request, the principal broker shall advise the seller of the rate or amount of any commission split or distribution.
- C. All listing agreements that list property with a real estate multiple listing service operation shall specify the complete name of that listing service.
- D. No licensee shall enter into a "net listing" contract for the sale of real property, or any interest therein.
- E. A listing agreement that provides for the principal broker's retention of any portion of the deposit monies upon default by the buyer shall specifically state such in large type or bold print in such a manner as to inform the seller of this contingency.

2.27 Appraisals Prohibited

- A. Licensed real estate brokers and real estate salespersons not certified or licensed as an appraiser pursuant to R.I. Gen. Laws § 5-20.7-1, *et seq.*, are prohibited from describing or referring to any valuation of real estate as an appraisal.
- B. A real estate salesperson or real estate broker licensed under R.I. Gen. Laws § 5-20.5-1, *et seq.*, may provide his or her client with a Broker Price Opinion ("BPO") or a Comparative Market Analysis ("CMA") if he or she discloses that the BPO or CMA is not an appraisal that conforms to the standards adopted by USPAP and includes on the BPO or CMA the following disclaimer:

"This opinion or analysis is not a certified appraisal or an appraisal that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). It is intended only for the benefit of the addressee for the purpose of assisting buyers or sellers or prospective buyers or sellers in deciding the listing offering, or sale price of the real property and not for any other purpose, including but not limited to, lending purpose excepting that specifically provided under R.I. Gen. Laws § 5-20.7-3."
- C. No person, other than persons licensed or certified in accordance with the provisions of R.I. Gen. Laws § 5-20.7-1, *et seq.*, shall assume or use a title, designation, or abbreviation likely to create the impression of certification as a real estate appraiser by this state.
- D. This section shall not apply to appraisals of real property carried out for the purpose of municipal valuation.

2.28 Errors and Omission Insurance

- A. In accordance with R.I. Gen. Laws § 5-20.5-25, the Department establishes the following minimum requirements for coverage contained in a licensee's errors and omissions insurance policy:
1. In the case of an individual licensee, the insurance shall be in an amount for each claim of at least \$50,000 and in an aggregate amount of at least \$150,000.
 2. In the case of a principal broker's blanket policy for his or her licensees, a brokerage, the minimum coverage shall be:
 - a. In an amount for each claim of at least \$50,000 multiplied by the number of individual licensees employed by or associated with the principal broker, and in an aggregate amount of at least \$150,000 multiplied by the number of individual licensees employed by or associated with the principal broker; or
 - b. In an amount sufficient to provide coverage at a level of at least \$300,000 for each claim with an aggregate top limit of liability for all claims of at least \$1,000,000 during any one year.
 3. The insurance shall cover negligence, wrongful acts, and errors and omissions committed by the licensee. Where a principal broker's policy applies, the insurance shall only cover negligence, wrongful acts, and errors and omissions committed by the licensee while affiliated with the principal broker.
 4. The insurance required by R.I. Gen. Laws § 5-20.5-25 may provide that it does not apply to any dishonest, fraudulent, criminal, or malicious act or omission of the insured licensee.
- B. Cancellation or any other interruption in required insurance coverage shall require the licensee to cease any real estate activities requiring licensure immediately until such time as the licensee is in compliance with R.I. Gen. Laws § 5-20.5-25.
- C. A licensee must notify the Department within five (5) business days if his or her insurance coverage is canceled or otherwise interrupted. Failure to provide the required notice to the Department shall subject the licensee to disciplinary action pursuant to R.I. Gen. Laws § 5-20.5-14.

2.29 Real Estate Schools and Instructors

- A. All real estate school permits are valid for one (1) year and expire annually on August 31.
- B. Courses are approved for a three (3) year period. Resubmission is required for re-approval for additional three-year periods.
- C. Each authorized school must designate one individual as an authorized agent. The authorized agent shall:

1. Maintain records documenting the entrance qualifications for students, attendance of students including their name, the dates on which they attended the school and the date on which they completed the curriculum for licensure as a real estate broker or salesperson, the continuing education curriculum for licensed brokers and salespeople or the instructor curriculum;
 2. Notify the Board of any change in the address or telephone number of the authorized school or any change of the authorized agent within seven days of such change; and
 3. Ensure that only qualified instructors are permitted to teach the curriculum that contributes toward certification for licensure or continuing education.
- D. Each authorized school shall provide to the Department a list of all directors and owners of the school, including their names, addresses and license numbers, if applicable and shall maintain the record of each individual for at least three (3) years.
- E. The Department may suspend, revoke, fine, or refuse to renew the permit of any school that fails to adhere to the laws pertaining to real estate licensure, this regulation, or a directive of the Department, including:
1. Failure to maintain records as required by this § 2.29 of this Part;
 2. Failure to notify the Department of any change of address or telephone number of the authorized agent;
 3. Failure to provide the Department with copies of or access to requested information;
 4. Failure to use the exact name of the authorized school on any postings, advertisements, solicitations, or any other medium of communication;
 5. Failure to have a qualified instructor, in accordance with § 2.29(F) of this Part, in the classroom with the individuals taking the course during the time that the course is provided;
 6. Obtaining a school permit by false pretenses or substantial misrepresentation or omission;
 7. Any misleading or untruthful advertising;
 8. Discriminating against an individual based on any protected class designated in the Rhode Island Fair Housing Practices Act, R.I. Gen. Laws § 34-37-1 *et seq.*;
 9. Failing to provide the appropriate certification of completion to an individual completing the curriculum for licensure as a broker or salesperson or for continuing education;

10. Providing certification of completion to an individual who has not completed such curriculum;
11. Combining any part of the broker, salesperson, instructor, or continuing education curriculum into a single curriculum or offering; and
12. Failure to offer the curriculum for licensure and renewal established by the Department.

F. Instructor Qualification.

1. No person may act as an instructor of the salesperson or broker curriculum in any authorized real estate school unless such person:
 - a. Holds a real estate broker's license or salesperson's license in good standing in this state; and
 - b. Attests that he or she has worked as a licensed real estate broker or salesperson for a minimum of five (5) years at least twenty-five (25) hours per week.
2. The Department may authorize any person to act as an instructor notwithstanding the requirements of § 2.29 of this Part if he or she demonstrates that he or she has the equivalent qualifications to those required by this section. Equivalent qualifications may include, but are not limited to, the following:
 - a. Demonstrated knowledge in a particular subject matter (e.g., law, home inspection, accounting, lending, environmental issues);
 - b. Appointment to the faculty of an accredited college or university; or
 - c. Current teaching certificate with demonstrated real estate industry knowledge or experience.
3. Instructors may employ specialists to teach particular portions of the salesperson or broker curriculum and such specialists need not obtain authorization from the Department. Specialists may not be employed to teach the entire curriculum.
4. Current or prior real estate licensees whose licenses have been suspended or revoked as a result of disciplinary action by the Department, or the regulatory authority in another state, shall not qualify for approval as an instructor.

G. Requirements for Course Approval.

1. Courses must consist of at least one (1) hour of instruction.
2. Courses must be taught by an instructor pre-qualified by the Department in accordance with § 2.29(F) of this Part.
3. Courses must substantially relate to the sale, purchase, or leasing of real estate.

4. Courses submitted in the area of Ethics must comply with the standards established by the National Association of Realtors or its equivalent to qualify for approval by the Department.
5. Course materials and the instructor's resume must accompany the application for approval along with a written Request for Instructor Approval.
6. For each approved course, the school must maintain and make readily available to the Commission upon demand the following:
 - a. A detailed course outline with hours spent in each subject area;
 - b. Texts and materials utilized in the course;
 - c. Tests, examinations or other materials used to evaluate student performance;
 - d. A list of instructors for the course; and
 - e. Summaries of student evaluations of the course.
7. New or additional instructors for previously approved courses must be approved by the Department in accordance with § 2.29(F) of this Part.

2.30 Continuing Education

- A. Prior to the renewal of any license, all licensees not specifically exempted shall make a positive affirmation, either in writing or electronically, certifying under penalty of perjury to the Department that the licensee has attended and successfully completed during the preceding two (2) year period, twenty-four (24) clock hours of real estate oriented educational sessions or courses of instruction.
- B. Only those courses previously approved by the Department in accordance with § 2.29(G) of this Part may be taken to fulfill the requirements of this section.
- C. Attorneys licensed by the Rhode Island Supreme Court, who obtained a real estate broker's license or real estate salesperson's license without examination pursuant to R.I. Gen. Laws § 5-20.5-4(d):
 1. Shall receive full credit for all Mandatory Continuing Legal Education ("MCLE") courses approved by the Rhode Island Supreme Court.
 2. May apply MCLE courses to the twenty-four (24) clock hours required by § 2.30 of this Part.
 3. Must obtain four (4) clock hours of credits from the subject areas listed in § 2.30(D) of this Part. MCLE courses are eligible for this requirement provided that they fall under the categories listed in § 2.30(D) of this Part.

- D. At least six (6) of the twenty-four (24) clock hours must come from the following subject areas
1. Rhode Island law defining relationships between licensees and consumers;
 2. Rhode Island law pertaining to real estate licensure;
 3. Rhode Island landlord-tenant law;
 4. The law of contracts;
 5. Federal, Rhode Island, and local law pertaining to fair housing and the treatment of any individual in a protected class as designated in the Rhode Island Fair Housing Practices Act, R.I. Gen. Laws § 34-37-1 *et seq.*;
 6. Lead hazard mitigation or other environmental issues pertaining to real property;
 7. Local ordinances and regulations pertaining to residential real estate;
 8. Financing the purchase of real estate;
 9. Ethical considerations in real estate transactions; or
 10. Coastal real estate, wetlands, flood plains and sea-rise.
- E. Completion of the requirements of this section is a condition precedent to the renewal of a license. A licensee's misrepresentation or false certification as to course attendance and completion shall subject the licensee to disciplinary action.
- F. Licensees who hold a valid license originally issued prior to December 12, 1984, are not required to take continuing education courses for purposes of license renewal.

2.31 Subsequent Statutory Changes

Any changes in the Rhode Island General Laws pertaining to real estate licensure that affect the content, language or intent of this regulation will be deemed adopted by the Department on the date of implementation of the statutory change.

2.32 Severability

If any section, term, or provision of this regulation is adjudged invalid for any reason, all remaining sections, terms, and provisions shall remain in full force and effect.

ESCROW DEPOSIT TRANSMITTAL FORM

Instructions: The real estate broker or salesperson ("licensee") shall submit this form to the General Treasurer's Office at the following address:

Unclaimed Property Division
P.O. Box 1435
Providence, Rhode Island 02901-1435

A copy of this form must be sent to the Department of Business Regulation, Real Estate Section, 1511 Pontiac Avenue, Bldg. 69-1, Rhode Island 02920.

In accordance with R.I. Gen. Laws § 5-20.5-26, the enclosed check in the amount of \$ _____ is being transferred to the R.I. General Treasurer to be held in trust until the parties to the transaction can resolve the dispute regarding the deposit for real estate ("subject property"). The deposit was held for 180 days by the listing brokerage beginning on _____.

[Insert Date of Original Deposit]

The parties to the transaction have not agreed to extend the purchase and sale agreement ("P&S agreement") for the subject property for which the deposit is being held.

SUBJECT PROPERTY'S INFORMATION:

Street Address _____
City, State, Zip Code _____
City, State, Zip Code _____
Plat No. & Lot No. _____
Date of P&S Agreement _____

SELLER'S INFORMATION:

Seller's Name _____
Street Address _____
City, State, Zip Code _____
Work Phone _____
Home or Cell Phone _____

SELLER'S BROKER OR SALESPERSON ("LICENSEE") INFORMATION:

Licensee's Name _____
Street Address _____
City, State, Zip Code _____
Work Phone _____
Cell Phone (if known) _____
License No. _____
Principal Broker _____
E&O Insurance Carrier _____
E&O Policy Number _____
Federal Tax ID No. _____

BUYER

Buyer's Name _____
Street Address _____
City, State, Zip Code _____
Work Phone _____
Home or Cell Phone _____

BUYER'S BROKER OR SALESPERSON (IF ANY):

Licensee's Name _____
Street Address _____
City, State, Zip Code _____
Work Phone _____
Cell Phone (if
known) _____
License No. _____
Principal Broker _____
E&O Insurance
Carrier _____
E&O Policy Number _____
Federal Tax ID No. _____

Principal Broker's Signature

Date

Name of Principal Broker (Print or Type)

License Number

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CLAIM FOR RETURN OF PROPERTY
AFFIDAVIT OF REAL ESTATE SALESPERSON OR BROKER TO OBTAIN DEPOSIT**

Claim is hereby filed for a return of a Real Estate Escrow Deposit transmitted to the General Treasurer in accordance with R.I. Gen. Laws § 5-20.5-26 on _____ in the amount of \$ _____.
[Date of original transmittal]

Please remit the Real Estate Escrow Deposit to the following claimant(s) at the address below.

1. Name of Claimant: _____ SS# _____
Co-Claimant: _____ SS# _____
Present Address: _____

Telephone # _____

2. Property's address for which deposit was originally made: _____

Amount of Deposit: _____
Holder of Deposit: _____
Date of Deposit: _____

3. This claim is made by (please check appropriate line):

- () A. Original owner of subject property
- () B. Under assignment of transfer
- () C. As guardian, executor, administrator of other representative
- () D. Under decree of distribution in probate proceeding
- () E. As heir of legatee per will (enclosed copy)
- () F. As heir and survivor when no will or probate proceedings were filed
- () G. Other (please specify and explain)

4. If claimant presents this claim as heir and survivor, complete the following"

NAME	RELATIONSHIP	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Continue on separate sheet, if necessary)

Each of the undersigned affiants (signatory), being duly sworn, deposes and states: That affiant(s) is/are the claimant(s) in the foregoing claim; that affiant(s) has read the foregoing claim and knows its contents; that the same is true of affiant's own knowledge; that the money or property involved has not been received by affiant(s); that affiant(s) of said claim and sole person(s) entitled to receive the property set forth in said claim; and that affiant(s) agree to indemnify and hold harmless the State of Rhode Island, its officers and employees, from any loss resulting from the payment of said claim.

Affiant _____
(Claimant's signature)

Affiant _____
(Claimant's signature)

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public

My Commission expires _____

Please attach supporting documents.

Mail all completed forms to:

Unclaimed Property Division

P.O. Box 1435

Providence, RI 02901-1435

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that I/We, _____,
Residing at _____
in the city or town of _____ in the
State of _____, for and in consideration of payment of
a Real Estate Escrow Deposit transmitted to the General Treasurer of the State of Rhode Island pursuant to R.I. Gen.
Laws 5-20.5-26 of _____ dollars (\$ _____) to
_____, the real estate broker (or his or her successor) acting as
claimant for Real Estate Escrow Deposit, do hereby release and forever discharge the General Treasurer and the
State of Rhode Island and its agencies and their successors from all debts, demands, actions, and liabilities
whatsoever, arising out of or relating to the Real Estate Escrow Deposit that I now or ever had against the General
Treasurer and/or the State of Rhode Island.

In further consideration of the payment of the aforementioned sum, I hereby agree to indemnify and same harmless
the General Treasurer, the State of Rhode Island, its Agencies and successors from all claims or demands of any
other person or persons on the same account.

Sworn to before me this _____ day of _____ 20____

Notary Public

Claimant Signature

Claimant Signature

Mail all completed forms to:

Office of the General Treasurer

82 Smith Street

State House – Room 102

Providence, Rhode Island 02903

CHAPTER 5-20.6

Agency Relationships in Residential Real Estate Transactions

Index Of Sections

- **§ 5-20.6-1 Legislative purpose.**
- **§ 5-20.6-2 Definitions.**
- **§ 5-20.6-3 Relationships – Creation and presumption.**
- **§ 5-20.6-4 Duties owed by a transaction facilitator to a customer.**
- **§ 5-20.6-5 Duties owed by a designated client representative to client.**
- **§ 5-20.6-6 Dual facilitator.**
- **§ 5-20.6-7 Duty to protect confidential information.**
- **§ 5-20.6-8 Mandatory relations disclosure.**
- **§ 5-20.6-9 Written requirement for representation of a client.**
- **§ 5-20.6-10 Client representation contract – Minimum requirements.**
- **§ 5-20.6-11 Relationship and compensation.**
- **§ 5-20.6-12 Rules and regulations.**
- **§ 5-20.6-13 Penalty for violation.**

TITLE 5
Rhode Island General Laws
CHAPTER 5-20.6
Agency Relationships in Residential Real Estate Transaction

SECTION 5-20.6-1

§ 5-20.6-1 Legislative purpose.

(a) The way that consumers buy, sell, rent, exchange, and otherwise transfer real estate has changed over the years. The purpose of this legislation is to provide consumers with choice.

(b) This chapter is intended to abrogate the common law of agency relative to relationships in regulated real estate transactions to the extent that they are inconsistent with this chapter.

(c) Unless otherwise specified by written agreement, a licensee owes only those duties and obligations set forth under this chapter, chapter 5-20.5, and the regulations promulgated thereunder. A licensee does not owe a fiduciary duty under the common law of agency to his or her clients and is not subject to equitable remedies for breach of fiduciary duty.

(d) Nothing in this act shall prohibit a principal broker and his or her affiliated licensees from entering into a written representation contract with a buyer, seller, tenant, or landlord that creates a relationship in which the duties and obligations are greater than those provided in this chapter.

History of Section. (P.L. 1989, ch. 141, § 2; P.L. 1990, ch. 425, § 2; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1.)

SECTION 5-20.6-2

§ 5-20.6-2 Definitions. – As used in this chapter, the following terms shall have the following meanings:

(1) "Affiliated licensee" means a licensed real estate salesperson or real estate broker as defined in § 5-20.5-1 associated with a particular principal broker.

(2) "Brokerage" means a principal broker as defined in § 5-20.5-8 and his or her affiliated licensees.

(3) "Buyer" means a person who acquires or seeks to acquire an ownership interest in real estate.

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CHAPTER 5-20.6
Agency Relationships in Residential Real Estate Transaction

(4) "Client" means a buyer, seller, tenant, or landlord who has agreed to representation by a licensee in a real estate transaction, evidenced by an executed, mandatory relationship disclosure, to whom a licensee owes the duties set forth in § 5-20.6-5.

(5) "Client representation contract" means an express, written contract between a principal broker or his or her affiliated licensees and a client who authorizes the principal broker or his or her affiliated licensees to act as a client representative for a buyer, seller, landlord, or tenant and meets the requirements of § 5-20.6-10.

(6) "Confidential information" means the following information:

- (i) A buyer's or tenant's willingness to pay more than the offered price;
- (ii) A seller's or landlord's willingness to accept less than the asking price;
- (iii) A buyer's or tenant's previous offers made to purchase or lease real estate;
- (iv) A seller's or landlord's previous offers received to purchase or lease real estate;
- (v) Any parties' motivating factors;
- (vi) Any parties' willingness to agree to other financing terms;
- (vii) Any facts or suspicions regarding circumstances, other than known, material defects of a property that a licensee must in all cases disclose, that may psychologically impact or stigmatize any real estate; or
- (viii) Any information about a party's assets, liabilities, income, or expenses.

(7) "Customer" means a buyer, seller, tenant, or landlord who has agreed to certain assistance by a licensee in a real estate transaction, evidenced by an executed, mandatory relationship disclosure, to whom a licensee owes the duties set forth in § 5-20.6-4.

(8) "Designated client representative" means an affiliated licensee appointed by the principal broker or his or her designee to represent a buyer, seller, tenant, or landlord in a real estate transaction.

The affiliated licensee so designated shall obtain the informed, written consent of the buyer, seller, tenant, or landlord with a signed mandatory relationship disclosure pursuant to § 5-20.6-8.

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Agency Relationships in Residential Real Estate Transaction

(9) "Designee" means an associate broker as defined in § 5-20.5-1 whom a principal broker authorizes to act on his or her behalf.

(10) "Director" means the director of business regulation for the state.

(11) "Dual facilitator" means a single licensee who, with the prior written consent of both parties assists a seller client and a buyer client in the same transaction subject to the limitations set forth in § 5-20.6-6.

(12) "Landlord" means a person who leases or attempts to lease his or her ownership interest in real estate to another person.

(13) "Lease" means an express written or oral contract between a landlord and tenant for the use or occupancy by the tenant of real estate that is owned by another person.

(14) "Licensee" means an individual licensed by the director as a real estate broker or real estate salesperson pursuant to chapter 20.5 of this title.

(15) "Mandatory relationship disclosure" means a form that describes the relationship between a consumer and a principal broker and his or her affiliated licensees that meets the requirements of § 5-20.6-8.

(16) "Ministerial acts" means acts of an administrative nature that licensees perform for client or customers, including, but not limited to, showing property; preparing offers or agreements to sell, purchase, exchange, rent, or lease; conveying offers or agreements to the parties; and providing information and assistance.

(17) "Principal broker" means a real estate broker licensed by the director who is designated by the brokerage to be responsible for the supervision and activities of his or her affiliated licensees in accordance with this chapter and chapter 20.5 of this title.

(18) "Real estate" refers to vacant land on which a building is intended to be constructed for use as one or two (2) residential dwellings or land with physical improvements consisting of a house and/or structure comprised of four (4) or fewer residential units.

(19) "Sales agreement" means an express written contract signed by the buyer and seller for the purchase and sale of the real estate.

TITLE 5
Rhode Island General Laws

CHAPTER 5-20.6

Agency Relationships in Residential Real Estate Transaction

(20) "Sell," "sale," or "sold" means a transaction for the transfer of real estate from a seller to a buyer, including, but not limited to, exchanges of real estate between the seller and buyer and transactions involving the creation of a sales agreement.

(21) "Seller" means a person who sells or attempts to sell an ownership interest in real estate to another person.

(22) "Tenant" means a person who acquired or seeks to acquire an interest in real estate that entitles him or her to occupy or use a property that is owned by another person.

(23) "Transaction coordinator" means a principal broker or his or her designee who supervises a real estate transaction in a capacity in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care.

(24) "Transaction facilitator" means a licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction. A transaction facilitator does not owe any fiduciary duties to any party in a transaction but does owe the duties set forth in § 5-20.6-4.

History of Section.

(P.L. 1989, ch. 141, § 2; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1; P.L. 2009, ch. 310, § 28; P.L. 2011, ch. 352, § 1; P.L. 2011, ch. 364, § 1; P.L. 2013, ch. 27, § 2; P.L. 2013, ch. 38, § 2; P.L. 2014, ch. 528, § 2.)

SECTION 5-20.6-3

§ 5-20.6-3 Relationships – Creation and presumption.

(a) It shall be presumed that all licensees in a real estate transaction are transaction facilitators unless the licensee obtains the informed, written consent of a buyer, seller, tenant, or landlord with an executed mandatory relationship disclosure to represent that person as a designated client representative.

(b) The provisions of this chapter are expressly intended to abrogate the common law of agency; no type of agency representation shall be assumed by a brokerage, principal broker, licensee, buyer, seller, tenant, or landlord nor shall agency representation be created by implication.

(c) *Types of relationships.* The following types of relationships are recognized:

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- (1) Assistance as a transaction facilitator to assist one or more customers; and
- (2) Representation of a buyer, seller, tenant, or landlord as a designated client representative.

History of Section. (P.L. 1989, ch. 141, § 2; P.L. 1990, ch. 425, § 2; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1; P.L. 2013, ch. 27, § 2; P.L. 2013, ch. 38, § 2; P.L. 2014, ch. 528, § 2.)

SECTION 5-20.6-4

§ 5-20.6-4 Duties owed by a transaction facilitator to a customer.

(a) A transaction facilitator owes the following duties to a customer:

- (1) To perform agreed-upon ministerial acts timely and competently;
- (2) To perform these acts with honesty, good faith, reasonable skill, and care;
- (3) To properly account for money or property placed in the care and responsibility of the principal broker; and
- (4) To protect confidential information when assisting customers as a dual facilitator.

(b) A licensee acting as a transaction facilitator does not owe any fiduciary duties to a customer except those duties specified in subsection (a).

History of Section. (P.L. 1989, ch. 141 § 2; P.L. 1990, ch. 425, § 2; P.L. 1993, ch. 397, § 1; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1; P.L. 2013, ch. 27, § 2; P.L. 2013, ch. 38, § 2; P.L. 2014, ch. 528, § 2.)

SECTION 5-20.6-5

§ 5-20.6-5 Duties owed by a designated client representative to client.

(a) If an affiliated licensee is appointed by the principal broker or his or her designee to represent a buyer, seller, tenant, or landlord in a real estate transaction and obtains the written consent of a buyer, seller, tenant, or landlord with an executed, mandatory relationship disclosure to represent that person as a designated client representative, the licensee owes the following legal duties and obligations to his or her client:

- (1) To perform the terms of the client representation contract, if any, with reasonable skill and care;
- (2) To promote the client's best interest in good faith and honesty;

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- (3) To protect the client's confidential information during the relationship and after its termination;
- (4) To perform agreed-upon ministerial acts timely and competently;
- (5) To perform these acts with honesty, good faith, reasonable care and skill; and
- (6) To properly account for money or property placed in the care and responsibility of the principal broker.
- (b) A principal broker or his or her designee may appoint one or more affiliated licensees to act as the designated client representative(s) of a seller or landlord and one or more affiliated licensees to act as the designated client representative(s) of a buyer or tenant in the same transaction; provided; that, all parties to the transaction receive written notice that an inherent conflict of interest may exist when designated client representatives are affiliated with the same principal broker.
- (c) A designated, client representative of a seller client or landlord client shall have no duty to protect the confidential information of a buyer customer or tenant customer involved in a transaction with his or her client. Conversely, a designated client representative of a buyer client or tenant client shall have no duty to protect the confidential information of a seller customer or landlord customer involved in a transaction with his or her client.
- (d) In the event that one or more affiliated licensees represent a seller as a designated client representative and one or more affiliated licensees represent the buyer as a designated client representative in the same transaction, the principal broker or his or her designee shall act in a capacity as the transaction coordinator and shall protect the confidential information of all parties to the transaction and properly account for funds.
- (e) No affiliated licensees of the principal broker, other than those licensee(s) specifically designated to represent the client as a designated client representative, shall represent the client or owe any other duties except that affiliated licensees not appointed to represent a client in a transaction shall have the duty to protect the client's confidential information.
- (f) All other affiliated licensees of the principal broker not appointed as a designated client representative for a party in a real estate transaction may represent another party with conflicting interests in the same transaction.
- (g) A designated client representative is exclusively responsible for the performance of any duties owed to the client.

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(h) An appointment of a designated, client representative by a principal broker or his or her designee to represent a client shall not limit the principal broker's liability or responsibility for any breach of duty owed to a client by the designated client representative.

History of Section.

(P.L. 1989, ch. 141, § 2; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1; P.L. 2013, ch. 27, § 2; P.L. 2013, ch. 38, § 2; P.L. 2014, ch. 528, § 2.)

SECTION 5-20.6-6

§ 5-20.6-6 Dual facilitator.

(a) A licensee may assist both the buyer client and the seller client or tenant client and landlord client in the same transaction only as a neutral dual facilitator.

(b) The dual facilitator relationship between the licensee and buyer and seller, or between the licensee and tenant client and landlord client, exists solely for the specific transaction between the parties. In the event the transaction is not completed or fails to close, then the dual facilitator remains the designated client representative for the respective buyer and the seller or tenant and landlord in all future, separate transactions where there is no relationship with the other party.

(c) A licensee may be a neutral dual facilitator only after he or she has obtained the informed, written consent of his or her principal broker and all parties involved in the transaction before presenting an offer to a seller client on behalf of a buyer client or to a landlord client on behalf of a tenant client. Such consent shall specifically inform all parties to the transaction of the following:

(1) The dual facilitator is authorized to assist both parties in a transaction but shall be neutral as to any conflicting interests between the parties to the transaction;

(2) A dual facilitator shall owe a duty to protect the confidential information of all parties and a duty to account for funds;

(3) Confidential information obtained by a dual facilitator from either party may not be disclosed except:

(i) If disclosure is expressly authorized;

(ii) If such disclosure is required by law;

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(iii) If such disclosure is intended to prevent illegal conduct; or

(iv) If such disclosure is necessary to prosecute a claim against a person represented or to defend a claim against the licensee. The duty to protect confidential information shall continue after the completion of the transaction; and

(4) If a comparative market analysis was prepared for a seller client or a buyer client and dual facilitation situation subsequently arises, the dual facilitator may only provide the comparative market analysis to the other party with the prior consent of the party for whom it was initially prepared. A dual facilitator shall not be able to prepare a comparative market analysis for either party after a dual facilitation situation arises as it may adversely affect one party's bargaining position relative to the other party.

In the event that either the seller client or buyer client in the case of a sale of property, or the landlord client and the tenant client in the case of a rental of property, does not consent to dual facilitation, then the principal broker or his or her designee, may, with the consent of the party(ies) withholding consent designate another licensee to represent one of the parties as a designated client representative.

In the event that an affiliated licensee is acting as a dual facilitator, the principal broker or his or her designee shall act as a transaction coordinator in the transaction and shall protect the parties' confidential information. In the event that the clients of a principal broker consent to his or her acting as a disclosed dual facilitator, the principal broker may also oversee the transaction as a transaction coordinator.

History of Section. (P.L. 1989, ch. 141, § 2; P.L. 1990, ch. 425, § 2; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1; P.L. 2013, ch. 27, § 2; P.L. 2013, ch. 38, § 2; P.L. 2014, ch. 528, § 2.)

SECTION 5-20.6-7

§ 5-20.6-7 Duty to protect confidential information.

(a) Unless otherwise authorized in paragraph (b), a licensee may not disclose the confidential information of: (i) a client, in the case of a designated client representative; or (ii) a customer, in the case of a dual facilitator or transaction coordinator; or (iii) any represented party, in the case of an affiliated licensee who is not appointed a designated client representative, without the client or customer's consent.

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(b) A licensee may disclose confidential information that is a matter of general knowledge or a part of a public record or file to which access is authorized, or when necessary to defend the licensee against a claim brought by the client, or is otherwise subject to disclosure by law.

(c) A principal broker shall implement reasonable procedures to protect the confidential information of all clients of designated client representatives and, as required by this chapter, to protect the confidential information of customers of transaction facilitators. A designated client representative shall have no duty to protect confidential information of a party not a client unless the confidential information of the party was previously acquired by the designated client representative as a result of a prior client or transaction facilitator relationship with the party.

History of Section.

(P.L. 1989, ch. 141, § 2; P.L. 1990, ch. 425, § 2; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1.)

SECTION 5-20.6-8

§ 5-20.6-8 Mandatory relationship disclosure.

(a) The Rhode Island real estate commission shall approve a mandatory relationship disclosure that conforms to the requirements of this section.

(b) A licensee shall provide a prospective buyer, seller, tenant, or landlord in a real estate transaction with a copy of the mandatory relationship disclosure and shall obtain a signed acknowledgement of receipt from the buyer, seller, tenant, or landlord prior to the disclosure of any confidential information. If a buyer, seller, tenant, or landlord refuses to sign an acknowledgement of receipt, the licensee shall set forth, sign, and date a written declaration of the facts of the refusal.

(c) The mandatory relationship disclosure shall contain the following information:

(1) A list of the types of representation or assistance available to a prospective buyer, seller, tenant, or landlord consistent with § 5-20.6-3;

(2) A statement that a principal broker and his or her affiliated licensees must disclose their relationship as a designated client representative, transaction facilitator, or transaction coordinator to the buyer, seller, tenant, or landlord in any transaction;

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- (3) The legal duties and obligations owed to the buyer, seller, tenant, or landlord in each type of relationship as set forth in this chapter and chapter 20.5 of this title;
- (4) A conspicuous notice that a licensee cannot act as a client representative for a prospective buyer, seller, tenant, or landlord unless the licensee obtains the informed written consent of a prospective buyer, seller, tenant, or landlord with a signed mandatory relationship disclosure;
- (5) A box for the client or customer to select the type of representation or assistance that he or she desires;
- (6) A box for the client or customer to acknowledge the type of representation or assistance that a real estate licensee is offering to the other party in the same transaction.
- (7) A statement that a principal broker may designate one or more affiliated licensees to act as the designated client representative(s) of a seller or landlord and one or more affiliated licensees to act as the designated client representative(s) of a buyer or tenant in the same transaction; provided, that the licensee obtains the consent from the client being represented;
- (8) A statement that, when the principal broker or his or her designee appoints designated client representatives to represent clients on different sides of a transaction, he or she shall: (i) act in a neutral capacity as a transaction coordinator; (ii) protect all parties' confidential information; and (iii) properly account for funds;
- (9) A statement that all affiliated licensees not appointed as a designated client representative for the client may represent another party in a transaction with conflicting interests;
- (10) An explanation of the potential conflicts of interest that exist if a licensee acts for more than one party in the same transaction;
- (11) A statement that a principal broker and his or her affiliated licensees must disclose their relationship as a designated client representative, transaction facilitator, or transaction coordinator to the buyer, seller, tenant, or landlord in any transaction;
- (12) A statement that the failure of a licensee to give a prospective buyer, seller, tenant, or landlord the mandatory relationship disclosure timely, or the failure of a licensee to obtain any other written consent required by this chapter, shall be a violation of Rhode Island real estate license law and may subject the licensee to disciplinary action;

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(13) A statement that if a consumer desires to change the nature of a relationship with a licensee from a customer relationship to a client relationship that a licensee's relationship with a buyer, seller, tenant, or landlord as a designated client representative must be established no later than the preparation of a sales agreement, offer to purchase, or lease; and

(14) Written confirmation from each party signing the mandatory relationship disclosure that he or she has received, read, and understood this mandatory relationship disclosure and has consented to the relationship confirmed above.

(d) In all instances, a licensee's relationship with a buyer, seller, tenant, or landlord as a designated client representative must be established, and the mandatory relationship disclosure executed, no later than the preparation of a sales agreement, offer to purchase, or lease.

History of Section.

(P.L. 1993, ch. 397, § 3; P.L. 2007, ch. 344, § 1; P.L. 2007, ch. 403, § 1; P.L. 2013, ch. 27, § 2; P.L. 2013, ch. 38, § 2; P.L. 2014, ch. 528, § 2.)

SECTION 5-20.6-9

§ 5-20.6-9 Written requirement for representation of a client.

(a) A licensee shall not act as a designated client representative until the licensee has complied with § 5-20.6-8.

(b) Each principal broker shall keep a receipt of the executed mandatory relationship disclosure in accordance with subsection 5-20.5-8(b).

History of Section.

(P.L. 2007, ch. 344, § 2; P.L. 2007, ch. 403, § 2.)

SECTION 5-20.6-10

§ 5-20.6-10 Client representation contract – Minimum requirements.

(a) If a seller, buyer, landlord, or tenant and principal broker elect to enter into a client representation contract, the contract shall meet the following requirements:

(1) Be an express, written contract;

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- (2) Include terms of compensation;
- (3) Describe all services and limitations on services to be performed by the principal broker and his or her affiliated licensees;
- (4) State that a principal broker may appoint one or more affiliated licensees to act as the designated client representative(s) for a seller or landlord and one or more affiliated licensees to act as the designated client representative(s) for a buyer or tenant in the same transaction after a licensee has obtained consent from the client being represented; and
- (5) Be signed by all parties.

History of Section.

(P.L. 2007, ch. 344, § 2; P.L. 2007, ch. 403, § 2.)

SECTION 5-20.6-11

§ 5-20.6-11 Relationship and compensation. – The payment or promise of payment or compensation to a licensee does not create an agency relationship between any licensee and buyer, seller, tenant, or landlord.

History of Section.(P.L. 2007, ch. 344, § 2; P.L. 2007, ch. 403, § 2.)

SECTION 5-20.6-12

§ 5-20.6-12 Rules and regulations – The director shall issue reasonable rules and regulations with the consent of the majority of the Rhode Island real estate commission governing the relationships of licensed real estate brokers and salespersons. These rules and regulations shall be designed to implement the laws and policies of this state and to protect the interests of the public.

History of Section. (P.L. 2007, ch. 344, § 2; P.L. 2007, ch. 403, § 2.)

SECTION 5-20.6-13

§ 5-20.6-13 Penalty for violation

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- a) Each violation of this chapter by a licensee shall constitute a violation of law pursuant to chapter 5-20.5 and the regulations promulgated thereunder and may subject the licensee to disciplinary action.

- b) Failure to provide the mandatory relationship disclosure in accordance with § 5-20.6-8 does not void the sales agreement nor create any defect in title.

History of Section.

(P.L. 2007, ch. 344, § 2; P.L. 2007, ch. 403, § 2.)



DUAL FACILITATOR CONSENT FORM
Rhode Island Association of REALTORS®



SELLER(S)/LANDLORD(S): _____

BUYER(S)/TENANT(S): _____

PROPERTY: _____

NAME OF INDIVIDUAL REAL ESTATE LICENSEE: _____

R.I.G.L. 5-20.6 allows an individual real estate licensee to act as a neutral dual facilitator and assist both the Buyer and Seller or Tenant and Landlord in the same transaction with the informed, written consent of both parties and the Principal Broker. State law requires consent to be given before the real estate licensee presents an offer to Seller or Landlord.

The dual facilitator can assist both parties in a transaction but shall be neutral as to any conflicting interests between the parties to the transaction. When an affiliated licensee acts as a dual facilitator, the principal broker or his or her designee shall act as a transaction coordinator in the transaction and shall protect the parties' confidential information except where disclosure is required or permitted by state law.

A dual facilitator owes the following duties to all parties:

- Accounting for funds.
- Protecting the confidential information of all parties except if disclosure is expressly authorized by the party who shared the confidential information; required by law; intended to prevent illegal conduct; or is necessary to prosecute a claim against a person represented or to defend a claim against the licensee. The duty to protect confidential information shall continue after the completion of the transaction.

A dual facilitator cannot act as an advocate for either party.

"If a comparative market analysis was prepared for a seller client or a buyer client and a dual facilitation situation subsequently arises, the dual facilitator may only provide the comparative market analysis to the other party with the prior consent of the party for whom it was initially prepared. A dual facilitator shall not be able to prepare a comparative market analysis for either party after a dual facilitation situation arises as it may adversely affect one party's bargaining position relative to the other party."

"In the event that either the seller client or buyer client in the case of a sale of property, or the landlord client and the tenant client in the case of a rental of property, does not consent to dual facilitation, then the principal broker or his or her designee, may, with the consent of the party(ies) withholding consent designate another licensee to represent one of the parties as a designated client representative."

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

BUYER'S/TENANT'S INITIALS _____ SELLER'S/LANDLORD'S INITIALS _____

BUYER/TENANT AND SELLER/LANDLORD ACKNOWLEDGEMENT AND CONSENT

The undersigned Seller(s)/Landlord(s) and Buyer(s)/Tenant(s) acknowledge and authorize the above-named real estate licensee to assist us with the real estate transaction for the above property as a dual facilitator.

_____ Seller/Landlord	_____ Printed Name	_____ Date
_____ Seller/Landlord	_____ Printed Name	_____ Date
_____ Seller/Landlord	_____ Printed Name	_____ Date
_____ Buyer/Tenant	_____ Printed Name	_____ Date
_____ Buyer/Tenant	_____ Printed Name	_____ Date
_____ Buyer/Tenant	_____ Printed Name	_____ Date

BROKER/SALESPERSON ACKNOWLEDGEMENT AND CONSENT

I acknowledge and agree to assist the above-named consumers as a dual facilitator and to perform the duties of that relationship.

_____ Real Estate Licensee	_____ Printed Name	_____ Date
_____ Name of Brokerage Firm	_____ Address	

PRINCIPAL BROKER ACKNOWLEDGEMENT AND CONSENT

I authorize the above-named real estate licensee to assist both Buyer and Seller or Tenant and Landlord as a dual facilitator in this transaction.

_____ Principal Broker or Designee	_____ Printed Name	_____ Date
_____ Name of Brokerage Firm	_____ Address	

RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE

R.I.G.L. § 5-20.6 allows a real estate broker or salesperson to provide real estate services to you whether you are a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined on this form. Although it is not legally required, you may also choose to sign a written contract to further define your relationship. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

TRANSACTION FACILITATOR

A Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction but does not represent you.

A Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state law; and accounting for funds. This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.

TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction.

The principal broker or his or her designee assumes this role in a transaction in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction or if one affiliated licensee is assisting both the buyer and seller or landlord and tenant in the same transaction as a dual facilitator. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care. A principal broker or his or her designee becomes a Transaction Coordinator automatically, so a customer or client is not required to sign an additional disclosure form.

Real Estate Licensee's Responsibilities

R.I.G.L. § 5-20.6-8 requires any real estate licensee who assists you to present this form to you prior to the disclosure of any confidential information. A real estate licensee must also disclose which party they represent, and obtain your written acknowledgement of that relationship. The law also requires real estate licensees to fulfill the duties of their relationship with you as defined by state law and/or in a written contract. Failure to comply with this law is a violation of Rhode Island license law and can result in disciplinary action to the licensee.

Consumer Information and Responsibilities

If you wish to have a real estate licensee represent you, this relationship must be established no later than the preparation of an offer to purchase, purchase and sales agreement or lease. Rhode Island law presumes that all real estate licensees are acting as Transaction Facilitators unless otherwise stated on this form. A real estate licensee can act as your designated client representative only if that real estate licensee obtains your informed written consent to that relationship on this form.

A principal broker may only appoint a real estate licensee to represent you as a Designated Client Representative with your informed, written consent acknowledged on this Mandatory Relationship Disclosure Form. This designation as your representative applies only to the real estate licensee listed below. An inherent conflict of interest may exist if you as a buyer choose a designated client representative affiliated with the same principal broker as the seller's designated client representative. Other licensees affiliated with the company do not represent you or owe you any duties unless disclosed to you in writing. Also, these other licensees may represent or assist another party in your real estate transaction.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice on specialized issues, such as legal, tax, or insurance, consumers are advised to refer specialized questions to the proper expert, including, but not limited to, a home inspector, attorney, tax advisor, appraiser or appropriate government official.

Consumer and Broker Acknowledgement

By signing below, I, the consumer, acknowledge that I have received and read the information in this Rhode Island Mandatory Relationship Disclosure Form. I understand and agree that the real estate licensee has disclosed that he or she will be working with me in the following capacity. (Check all that apply.)

Seller/Landlord

- Transaction Facilitator
- Designated Client Representative

Buyer/Tenant

- Transaction Facilitator
- Designated Client Representative

Consumer Signature

Printed Name

Date

Consumer Signature

Printed Name

Date

Consumer Signature

Printed Name

Date

By signing below, I, the real estate licensee, acknowledge that I have provided this disclosure form to the above consumer(s) as required by Rhode Island law.

Name of Brokerage Firm

Licensee Signature Printed Name License # Date

Licensee: please initial here if the consumer declines to sign this notice and state the consumer's reason for refusal:

CHAPTER 5-20.8

Rhode Island Codes Title 5

Businesses and Professions Real Estate Sales

Disclosures

Index Of Sections

- **§ 5-20.8-1 - Definitions.**
- **§ 5-20.8-2 - Disclosure requirements.**
- **§ 5-20.8-3 - Exemptions.**
- **§ 5-20.8-4 - Buyer's rights.**
- **§ 5-20.8-5 - Real estate disclosure form acknowledgement – Inclusion in real estate sales agreements – Penalty for violation.**
- **§ 5-20.8-6 - Disclosure of psychologically impacted property.**
- **§ 5-20.8-7 - Public agency notification.**
- **§ 5-20.8-8 - Expert report.**
- **§ 5-20.8-9 - Seller and agent liability.**
- **§ 5-20.8-10 - Subsequent acts.**
- **§ 5-20.8-11 - Lead inspection requirement.**
- **§ 5-20.8-12 - Private well testing requirement.**
- **§ 5-20.8-13 - Cesspool inspection requirement.**

SECTION 5-20.8-1

§ 5-20.8-1 Definitions. – When used in this chapter, unless the context indicates otherwise:

- (1) "Agent" means any individual or entity acting on behalf of a seller or buyer to effect the transfer of real estate. It includes listing agent, selling agent, buyer's agent, and their respective brokers.
- (2) "Agreement to transfer" means a purchase and sale agreement, installment sales contract, option to purchase agreement or other agreement intended to effect the transfer of real estate from a seller to a buyer.
- (3) "Buyer" means any individual or entity seeking to obtain title to real estate from a seller for consideration.
- (4) "Closing" means the time at which real estate is transferred from seller to buyer and consideration is delivered to the seller or to a settlement agent with the intention of imminent delivery upon the recording of pertinent documents and other ministerial acts associated with settlement.
- (5) "Deficient conditions" means any land restrictions, defect, malfunction, breakage, or unsound condition existing on, in, across or under the real estate of which the seller has knowledge.
- (6) "Real estate" means vacant land or real property and improvements consisting of a house or building containing one to four (4) dwelling units.
- (7) "Seller" means any individual or entity seeking to transfer title to real estate to a buyer for consideration.
- (8) "Transfer" means the sale or conveyance, exchange of, or option to purchase any real estate.

SECTION 5-20.8-2

§ 5-20.8-2 Disclosure requirements

- A. As soon as practicable, but in any event no later than prior to signing any agreement to transfer real estate, the seller of the real estate shall deliver a written disclosure to the buyer and to each agent with whom the seller know she or she or the buyer has dealt in connection with the real estate. The written disclosure shall comply with the requirements set forth in subsection (b) of this section and shall state all deficient conditions of which the seller has actual knowledge. The agent shall not communicate the offer of the buyer until the buyer has received a copy of the written disclosure and signed a written receipt of the disclosure. If the buyer refuses to sign a receipt pursuant to this section, the seller or agent shall immediately sign and date a written account of the refusal. The agent is not

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liable for the accuracy or thoroughness of representations made by the seller in the written disclosure or for deficient conditions not disclosed to the agent by the seller.

- B. The Rhode Island real estate commission may approve a form of written disclosure as required under this chapter or the seller may use a disclosure form substantially conforming to the requirements of this section. The following provisions shall appear conspicuously at the top of any written disclosure form: "Prior to the signing of an agreement to transfer real estate (vacant land or real property and improvements consisting of a house or building containing one to four (4) dwelling units), the seller is providing the buyer with this written disclosure of all deficient conditions of which the seller has knowledge. This is not a warranty by the seller that no other defective conditions exist, which there may or may not be. The buyer should estimate the cost of repair or replacement of deficient conditions prior to submitting an offer on this real estate. The buyer is advised not to rely solely upon the representation of the seller made in this disclosure, but to conduct any inspections or investigations which the buyer deems to be necessary to protect his or her best interest." Nothing contained in this section shall be construed to impose an affirmative duty on the seller to conduct inspections as to the condition of this real estate.

The disclosure form shall include the following information:

- (i) Seller Occupancy – (Length of Occupancy)
- (ii) Year Built
- (iii) Basement – (Seepage, Leaks, Cracks, etc. Defects)
- (iv) Sump Pump – (Operational, Location, and Defects)
- (v) Roof (Layers, Age and Defects)
- (vi) Fireplaces – (Number, Working and Maintenance, Defects)
- (vii) Chimney – (Maintenance History, Defects)
- (viii) Woodburning Stove – (Installation Date, Permit Received, Defects)
- (ix) Structural Conditions – (Defects)
- (x) Insulation – (Wall, Ceiling, Floor, UFFI)

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(xi) Termites or other Pests – (Treatment Company)

(xii) Radon – (Test, Company) "Radon has been determined to exist in the State of Rhode Island. Testing for the presence of radon in residential real estate prior to purchase is advisable."

(xiii) Electrical Service – (Imp. & Repairs, Electrical Service, Amps, Defects)

(xiv) Heating System – (Type, Imp. & Repairs, Underground Tanks, Zones, Supplemental Heating, Defects)

(xv) Air Conditioning – (Imp. & Repairs, Type, Defects)

(xvi) Plumbing – (Imp. & Repairs, Defects)

(xvii) Sewage System – (Assessment, Annual Fees, Type, Cesspool/Septic Location, Last Pumped, Maintenance History, Defects)

"Potential purchasers of real estate in the state of Rhode Island are hereby notified that many properties in the state are still serviced by cesspools as defined in Rhode Island general law chapter 23-19.15 (The Rhode Island Cesspool Phase-Out Act of 2007). Cesspools are a substandard and inadequate means of sewage treatment and disposal, and cesspools often contribute to groundwater and surface water contamination. Requirements for abandonment and replacement of high-risk cesspools as established in Rhode Island general law Chapter 23-19.15 are primarily based upon a cesspool's non-treatment of wastewater and the inherent risks to public health and the environment due to a cesspool's distance from a tidal water area, or a public drinking water resource. Purchasers should consult Rhode Island general law chapter 23-19.15 for specific cesspool abandonment or replacement requirements. An inspection of property served by an on-site sewage system by a qualified professional is recommended prior to purchase. Pursuant to Rhode Island general law § 5-20.8-13, potential purchasers shall be permitted a ten (10) day period to conduct an inspection of a property's sewage system to determine if a cesspool exists, and if so, whether it will be subject to the phase-out requirements as established in Rhode Island general law chapter 23-19.15.

(xviii) Water System – (Imp. & Repairs, Type, Defects) Private water supply (well). "The buyer understands that this property is, or will be served, by a private water supply (well) which may be susceptible to contamination and potentially harmful to health. If a public water supply is not available, the private water supply must be tested in accordance with regulations established by the Rhode

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Island department of health pursuant to § 23-1-5.3. The seller of that property is required to provide the buyer with a copy of any previous private water supply (well) testing results in the seller's possession and notify the buyer of any known problems with the private water supply (well)."

(xix) Domestic Hot Water – (Imp. & Repairs, Type, Defects, Capacity of Tank)

(xx) Property Tax

(xxi) Easements and Encroachments – The seller of that real estate is required to provide the buyer with a copy of any previous surveys of the real estate that are in the seller's possession and notify the buyer of any known easements, encroachments, covenants or restrictions of the seller's real estate. If the seller knows that the real estate has a conservation easement or other conservation or preservation restriction as defined in § 34-39-1 of the general laws, the seller is required to disclose said information and provide the buyer with a copy of any documentation in the seller's possession regarding the conservation and preservation restrictions. A buyer may wish to have a boundary or other survey independently performed at his or her own expense.

(xxii) Deed – (Type, Number of Parcels)

(xxiii) Zoning – (Permitted use, Classification) "Buyers of real estate in the state of Rhode Island are legally obligated to comply with all local real estate ordinances; including, but not limited to, ordinances on the number of unrelated persons who may legally reside in a dwelling, as well as ordinances on the number of dwelling units permitted under the local zoning ordinances." If the subject property is located in a historic district, that fact must be disclosed to the buyer, together with the notification that "property located in a historic district may be subject to construction, expansion or renovation limitations. Contact the local building inspection official for details."

(xxiv) Restrictions – (Plat or Other)

(xxv) Building Permits

(xxvi) Minimum Housing – (Violations)

(xxvii) Flood Plain – (Flood Insurance)

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(xxviii) Wetlands – The location of coastal wetlands, bay, fresh water wetlands, pond, marsh, river bank or swamp, as those terms are defined in chapter 1 of title 2 and the associated buffer areas may impact future property development. The seller must disclose to the buyer any such determination on all or part of the land made by the department of environmental management.

(xxix) Multi-family or other Rental Property – (Rental Income)

(xxx) Pools & Equipment – (Type, Defects)

(xxxi) Lead Paint – (Inspection) Every buyer of residential real estate built prior to 1978 is hereby notified that those properties may have lead exposures that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced IQ behavioral problems, and impaired memory. The seller of that property is required to provide the buyer with a copy of any lead inspection report in the seller's possession and notify the buyer of any known lead poisoning problem. Environmental lead inspection is recommended prior to purchase.

(xxxii) Fire

(xxxiii) Hazardous Waste – (Asbestos and Other Contaminants)

(xxxiv) Miscellaneous

(xxxv) Farms – The disclosure shall inform the buyer that any farm(s) that may be in the municipality are protected by the right to farm law.

- C. Any agreement to transfer real estate shall contain an acknowledgement that a completed real estate disclosure form has been provided to the buyer by the seller in accordance with the provisions of this section.
- D. The Rhode Island real estate commission has the right to amend the seller disclosure requirements by adding or deleting requirements when there is a determination that health, safety, or legal needs require a change. Any change to requirements shall be a rule change, subject to the Administrative Procedures Act, chapter 35 of title 42. The power of the commission to amend the written disclosure requirements shall be liberally construed so as to allow additional information to be provided as to the structural components, housing systems, and other property information as required by this chapter.

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SECTION 5-20.8-3

§ 5-20.8-3 Exemptions. – The following transfers are exempt from the provisions of this chapter:

- (1) Transfer pursuant to a court order, including, but not limited to, transfer ordered by a probate court in administration of an estate, transfer pursuant to a writ of execution, transfer by a trustee in bankruptcy, transfer by eminent domain, and transfer resulting from a decree for specific performance.
- (2) Transfer to a mortgagee by a mortgagor or pursuant to a foreclosure sale, or transfer by a mortgagee who has so acquired the real estate.
- (3) Transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (4) Transfer from one co-owner to one or more other co-owners.
- (5) Transfer made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferors.
- (6) Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to that decree.
- (7) Transfer from any governmental entity.
- (8) Transfer of any new unoccupied dwelling unit from a builder or developer.
- (9) Transfer by a relocation company.
- (10) Transfer of title with no consideration.

SECTION 5-20.8-4

§ 5-20.8-4 Buyer's rights to inspection. – (a) Every contract for the purchase and sale of real estate shall provide that a potential purchaser or potential purchasers shall be permitted a ten (10) day period, exclusive of Saturdays, Sundays and holidays, to conduct inspections of the property and any structures thereon before the purchaser(s) becomes obligated under the contract to purchase. The parties have the right to mutually agree upon a different period of time; provided, a potential purchaser may waive this right to inspection in writing.

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(b) Failure to include the provision required in subsection (a) of this section in the purchase and sale agreement for real estate does not create any defect in title.

(c) Failure to include in the purchase and sale agreement the provision required in subsection (a) of this section shall entitle the purchaser to void the purchase and sale agreement by providing notice, in writing, to the seller prior to the transfer of the title at a closing.

History of Section.

(P.L. 1992, ch. 425, § 1; P.L. 2012, ch. 375, § 1; P.L. 2012, ch. 394, § 1.)

SECTION 5-20.8-5

§ 5-20.8-5 Real estate disclosure form acknowledgement – Inclusion in real estate sales agreements – Penalty for violation. – (a) Every agreement for the purchase and sale of residential real estate located in the state shall contain an acknowledgement that a completed real estate disclosure form has been provided to the buyer by the seller.

(b) Failure to provide the seller disclosure form to the buyer does not void the agreement nor create any defect in title. Each violation of this statute by the seller and/or his or her agent is subject to a civil penalty in the amount of one hundred dollars (\$100) per occurrence.

SECTION 5-20.8-6

§ 5-20.8-6 Disclosure of psychologically impacted property.

(a) The fact or suspicion that real property may be or is psychologically impacted is not a material fact requiring disclosure in any real estate transaction. "Psychologically impacted" means an impact being the result of facts or suspicions including, but not limited to, the following:

(1) That an occupant of real property is now or has been suspected to be infected or is infected or has been infected with Human Immunodeficiency Virus or diagnosed with Acquired Immune Deficiency Syndrome, or any other disease which has been determined by medical evidence to be highly unlikely to be transmitted through the occupying of a dwelling place; or

(2) That the real property was or has been, at any time, suspected of being the site of a homicide, other felony, or suicide.

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(b) (1) No cause of action shall arise against the seller of the real property or his or her agent for failure to disclose to the buyer that the real property was psychologically impacted as defined in this chapter.

(2) Under no circumstances shall this provision be interpreted as or used as authorization for an agent or seller to make any misrepresentation of fact or false statement.

SECTION 5-20.8-7

§ 5-20.8-7 Public agency notification.— Any information required to be disclosed by this chapter to a prospective buyer by a public agency is deemed to comply with the requirements of this chapter and relieves the seller or agent of any further duty under this chapter as to that item of information.

SECTION 5-20.8-8

§ 5-20.8-8 Expert report. – (a) The delivery of a report or opinion prepared by an engineer, land surveyor, geologist, home inspector, pest control operator, contractor, or other expert, dealing with matters within the scope of the professional's license or expertise, is sufficient compliance to qualify for the exemption provided by § 5-20.8-9. An expert may indicate, in writing, that the information provided will be used in fulfilling the requirements of this section.

(b) A home inspector, pest control operator or contractor who has provided and/or prepared a report or opinion, per subsection (a) of this section, may not solicit, in writing or otherwise, to perform work on the property which has been the subject of the inspection to either a buyer or seller who has executed a purchase and sales agreement for the sale/transfer of the property. Nothing in this section restricts a buyer or seller from contacting the home inspector, pest control operator or contractor for this work to be performed. Nothing in this section restricts the solicitation of work by that home inspector, pest control operator or contractor, after the closing on the property as defined in § 5-20.8-1.

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SECTION 5-20.8-9

§ 5-20.8-9 Seller and agent liability.— Neither the seller nor agent is liable for any error, inaccuracy, or omission of any information delivered pursuant to this chapter if the error, inaccuracy, or omission was not within the personal knowledge of the seller or agent, was based on information timely provided pursuant to §§ 5-20.8-7 and 5-20.8-8 and ordinary care was exercised in obtaining and transmitting it.

SECTION 5-20.8-10

§ 5-20.8-10 Subsequent acts.— If information disclosed in accordance with this chapter is subsequently rendered inaccurate as a result of any act, passage of time, occurrence, or agreement subsequent to the delivery of the required disclosures, the resulting inaccuracy does not constitute a violation of this chapter. If at the time the disclosures are required to be made, an item of information required to be disclosed is unknown or not available to the seller, the seller shall so state, and may use an approximation in responding.

SECTION 5-20.8-11

§ 5-20.8-11 Lead inspection requirement

(a) Every contract for the purchase and sale of residential real estate (1-4family) built prior to 1978 located in the state shall provide that potential purchasers be permitted a ten (10) day period, unless the parties mutually agree upon a different period of time, to conduct a risk assessment or inspection for the presence of lead exposure hazards before becoming obligated under the contract to purchase.

(b) Failure to include the provision required in subsection (a) of this section in the purchase and sale agreement for residential real estate does not create any defect in title; provided, that each violation of this section by the seller or his or her agent is subject to a civil penalty of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500).

(c) Failure to provide inspection results and/or educational materials pursuant to department regulations required by § 23-24.6-16(a) does not create any defect in title; provided, that each violation of this section by the seller or his or her agent is subject to a civil penalty of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500).

(d) Failure to include the purchase and sale agreement provision required in subsection (a) of this section, failure to provide inspection results pursuant to § 23-24.6-16(a), or inspection results which show a lead exposure hazard as defined at § 23-24.6-4(12) entitle the purchaser to void the

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purchase and sale agreement by providing notice, in writing, to the seller prior to the transfer of the title at closing.

SECTION 5-20.8-12

§ 5-20.8-12 Private well testing requirement.

(a) Every contract for the purchase and sale of real estate located in the state, and which is served by a private water supply (well), shall provide that potential purchasers shall be permitted a ten (10) day period, unless the parties mutually agree upon a different period of time, to conduct the testing pursuant to department regulations required by § 23-1-5.3 before becoming obligated under the contract to purchase. The test results may be provided by the seller pursuant to the standards in the regulations.

(b) Failure to include the provision required in subsection (a) of this section in the purchase and sale agreement for real estate does not create any defect in title.

(c) Failure to provide the results of any previous testing of a private water supply (well) servicing the property does not create any defect in title.

(d) Failure to include the purchase and sale agreement provision required in subsection (a) of this section; failure to provide previous testing results of a private water supply (well) servicing the property; or testing results which show a contaminant level or levels in excess of those established by department regulation pursuant to § 23-1-5.3 entitle the purchaser to void the purchase and sale agreement by providing notice, in writing, to the seller prior to the transfer of the title at the closing.

(e) The prospective buyer shall pay for the collection and analysis of the water samples and a qualified opinion relating to the portability of the water, unless otherwise agreed in writing.

SECTION 5-20.8-13

§ 5-20.8-13 Cesspool inspection requirement.

(a) Every contract for the purchase and sale of real estate which is or may be served by a private cesspool, shall provide that potential purchasers be permitted a ten (10) day period, unless the parties mutually agree upon a different period of time, to conduct an inspection of a property's on-site sewage system, before becoming obligated under the contract to purchase, to determine if a cesspool exists, and if so, whether it will be subject to the phase-out requirements as established in Rhode Island general law chapter 23-19.15.

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(b) Failure to include the provision required in subsection (a) in the purchase and sale agreement for real estate does not create any defect in title.

(c) Failure to provide the results of any previous inspection of a cesspool servicing the property does not create any defect in title.

(d) Failure to include the purchase and sale agreement provision required in subsection (a) of this section or failure to provide previous inspection results of a cesspool servicing the property entitles the purchaser to void the purchase and sale agreement by providing notice in writing to the seller prior to the transfer of the title at closing.

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SECTION 34-18-1

§ 34-18-1 Short title. – This chapter shall be known and may be cited as the "Residential Landlord and Tenant Act".

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-2

§ 34-18-2 Purposes – Rules of construction.

(a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.

(b) Underlying purposes and policies of this chapter are to:

- (1) Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlords and tenants;
- (2) Encourage landlords and tenants to maintain and improve the quality and availability of housing;
- (3) Make more uniform the law relating to residential landlord and tenant relations in those respects in which this chapter follows the "Uniform Residential Landlord – Tenant Act".

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-3

§ 34-18-3 Supplementary principles of law applicable

(a) Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety, and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplements its provisions.

(b) This chapter shall apply to any rental agreement involving public housing or any type of federally subsidized or regulated housing except where:

- (1) A particular subject matter has been pre-empted by federal law, or;

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(2) A landlord or tenant has any rights or responsibilities derived from federal law or regulations which directly conflict with the provisions of this chapter, in which case the rights and responsibilities derived from federal laws and regulations shall control.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-4

§ 34-18-4 Construction against implicit repeal. – This chapter being a general act intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided. In the event of a conflict between the provisions of this chapter and the provisions of chapters 18.1, 19, or 20 of this title, the provisions of this chapter shall control.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-5

§ 34-18-5 Administration of remedies – Enforcement.

(a) The remedies provided by this chapter shall be so administered that an aggrieved party may recover appropriate damages and injunctive relief, including temporary restraining orders, as set forth in § 34-18-6. The aggrieved party has a duty to mitigate damages.

(b) Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-6

§ 34-18-6 Temporary restraining orders – Ex parte proceedings.

(a) No temporary restraining order shall be granted without notice to the adverse party unless it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before notice can be served and a hearing had thereon. Every temporary restraining order granted without notice shall be endorsed with the date and hour of issuance; shall be filed forthwith in the clerk's office and entered of record; and shall expire by its terms within such time after entry, not to exceed ten (10) days, as the court fixes, unless within the time so fixed, the order by consent or for good cause shown and after hearing of argument by the parties or counsel, is extended for an additional period. In case a temporary order is granted without notice, the motion for a preliminary injunction shall be set down for hearing at the earliest possible time and shall be given

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precedence over all matters except older matters of the same character; and when the motion comes on for hearing, the party who obtained the temporary restraining order shall proceed with the application for a preliminary injunction, and, if he or she does not do so, the court shall dissolve the temporary restraining order.

(b) On two (2) days' notice to the party who obtained the temporary restraining order without notice, or on such shorter notice to that party as the court may prescribe, the adverse party may appear and move its dissolution or modification, and in that event the court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(c) Every order granting an injunction and every restraining order shall be specific in terms; shall describe in reasonable detail the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, managers, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

History of Section.
(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-7

§ 34-18-7 Application. – This chapter applies to, regulates and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

History of Section.
(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-8

§ 34-18-8 Exclusions from application of chapter. – Unless the parties expressly agree to be governed by the provisions of this chapter, the following arrangements are not governed by this chapter:

- (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service;
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his or her interest;

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- (3) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
- (4) Transient occupancy in a hotel, motel, or other lodging as defined under § 44-18-7(11), which is subject to the state sales and use tax, or lodgings tax as allowed by state enabling legislation;
- (5) Occupancy by a paid employee of a landlord, whose right to occupancy is conditional upon employment substantially for services, maintenance, or repair of premises containing more than eleven (11) units;
- (6) Occupancy by a holder of a proprietary lease in a cooperative;
- (7) Commercial letting and any other estate governed by chapter 18.1 of this title;
- (8) Residence at a transitional housing facility.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1992, ch. 87, § 1; P.L. 2003, ch. 210, § 1; P.L. 2003, ch. 301, § 1.)

SECTION 34-18-9

§ 34-18-9 Jurisdiction. – The district or appropriate housing court of this state shall exercise jurisdiction in both law and equity over any landlord or tenant with respect to any conduct in this state governed by this chapter or with respect to any claim arising from a transaction subject to this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord or tenant may be acquired in a civil action or proceeding commenced in the court by the service of process in the manner provided by § 34-18-10(c).

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-10

§ 34-18-10 Service of process for actions pursuant to chapter.

(a) In actions for nonpayment of rent, the summons for eviction for nonpayment of rent shall be in the form provided in § 34-18-56(g). At the time of filing of the complaint, the clerk shall mark the date of hearing upon the summons, which shall be the ninth (9th) day after filing of the complaint, or the first court day following the ninth (9th) day. For the purposes of this section only, the time of filing of the complaint shall be the date upon which the clerk assigns a case number to the action and the filing fee is

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paid to the clerk. On the same day that the complaint is filed, the plaintiff's attorney or, if pro se, the plaintiff, or if more than one, the person filing the complaint shall mail a copy of the summons and complaint and a blank answer form as provided in § 34-18-56(j) by first class mail, to the defendant, shall complete the proof of service on a copy of the original summons and file the completed proof of service in the appropriate court. The clerk shall note on the docket the mailing date of the summons and complaint, and shall complete the proof of service on the original summons. The plaintiff shall deliver the original summons and a copy thereof, together with a copy of the complaint and a blank answer form to the division of sheriffs or any constable of the county in which the appropriate court is located. The officer receiving the copies shall serve them by:

- (i) Handing them to the defendant; or
- (ii) Serving them at the defendant's dwelling unit to a person of suitable age and discretion then residing therein; or
- (iii) If none be found, by posting them conspicuously on the door to defendant's dwelling unit.

The deputy sheriff or constable serving the summons and complaint shall make proof of service on the original summons and shall file it with the clerk of the appropriate court at or before the time of the hearing. The proof of service shall show the manner and the day, hour, and place of service, and shall show that the defendant was served no less than five (5) days before the hearing.

(b) In all actions pursuant to this chapter other than for nonpayment of rent, the procedure shall be as follows:

- (1) The summons for eviction actions pursuant to §§ 34-18-36 and 34-18-38 shall be in the form provided in § 34-18-56(h). A blank answer, in the form provided in § 34-18-56(j) shall be served together with this summons.
- (2) The summons in all other actions pursuant to this chapter shall be in the form provided in § 34-18-56(i). Service shall be made pursuant to Rule 4 of the district court civil rules, or other appropriate rule of court.

(c) If a landlord or tenant is not a resident of this state or is a corporation not authorized to do business in this state and engages in any conduct in this state governed by this chapter, or engages in a transaction subject to this chapter, he or she may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and filed with the secretary of state. If no designation is made and filed or if the process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but service upon the secretary of state is not effective unless the plaintiff or petitioner forthwith mails a copy of the process and pleading by registered or certified mail to the defendant or respondent at his or her last reasonably ascertainable address. An affidavit of compliance with this

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subsection shall be filed with the clerk of the court on or before the return day of the process, if any, or within any further time the court allows.

(d) If at time of hearing it appears that the clerk failed to provide mail service as required by subsection (a), or that the mailed service was undeliverable, service shall nevertheless be deemed complete if proof of service reflects that service was accomplished in accordance with subsection (a)(1)(i) or (ii) of this section. If mailed service was defective and the tenant was prejudiced by shorter notice of the hearing, the tenant may seek the benefits of § 34-18-35(d) for late filing of discovery, if justice requires.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1989, ch. 381, § 1; P.L. 2012, ch. 324, § 65.)

SECTION 34-18-11

§ 34-18-11 Definitions. – Subject to additional definitions contained in subsequent sections of this chapter which apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

- (1) "Abandonment" means the tenant has vacated the premises without notice to the landlord and has no intention of returning, as evidenced by nonpayment of rent for more than fifteen (15) days and removal of substantially all possessions from the premises;
- (2) "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;
- (3) "Building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises of dwelling unit;
- (4) "Dwelling unit" means a structure or part of a structure that is designed or intended to be used as a home, residence, or sleeping place by one or more persons;
- (5) "Fair rental value" means rent which is of comparable value with that of other rental properties of similar size and condition within the contiguous neighborhood;
- (6) "Good faith" means honesty in fact in the conduct of the transaction concerned;
- (7) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by § 34-18-20;

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

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

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

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

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

(11) "Person" includes an individual or organization;

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

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

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

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

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

(17) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

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

(19) "Willful" means that the act was performed intentionally, knowingly and purposely, not accidentally or inadvertently and without justifiable excuse.

History of Section. (P.L. 1986, ch. 200, § 2; P.L. 1992, ch. 87, § 1.)

SECTION 34-18-12

§ 34-18-12 Obligation of good faith. – Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-13

§ 34-18-13 Unconscionability.

(a) If the court, as a matter of law, finds:

(1) A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result; or

(2) A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable when made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provisions, or limit the application of any unconscionable provision to avoid an unconscionable result.

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(b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

History of Section.

(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-14

§ 34-18-14 Notice. – (a) A person has notice of a fact if:

(i) He or she has actual knowledge of it;

(ii) He or she has received a notice or notification of it; or

(iii) From all the facts and circumstances known to him or her at the time in question he or she has reason to know that it exists.

(2) A person "knows" or "has knowledge" of a fact if he or she has actual knowledge of it.

(b) A person "notifies" or "gives" a notice or notification to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person "receives" a notice or notification when:

(1) It comes to his or her attention; or

(2) It is delivered in hand or sent by first class mail to him or her at a place held out by him or her as the place for receipt of the communication, or in the absence of such designation, to his or her last known place of residence.

(c) "Notice," knowledge or a notice or notification received by an organization, is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction, and in any event from the time it would have been brought to his or her attention if the organization had exercised reasonable diligence.

History of Section.

(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-15

§ 34-18-15 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.
- (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) 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

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(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.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1993, ch. 291, § 1; P.L. 2013, ch. 191, § 2; P.L. 2013, ch. 237, § 2.)

SECTION 34-18-16

§ 34-18-16 Effect of unsigned or undelivered rental agreement.

(a) If the landlord does not sign and deliver a written rental agreement signed and delivered to him or her by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement signed and delivered to him or her by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

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History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-16.1

§ 34-18-16.1 Rent increases – Notice requirements.

(a) Prior to an increase in rent being imposed by a landlord for a residential tenancy, notice of the increase shall be given in writing to any tenant by a landlord at least thirty (30) days prior to the effective date of the increase.

(b) A landlord must give sixty (60) days notice to month to month tenants over the age of sixty-two (62), before raising the rent.

History of Section. (P.L. 1986, ch. 222, § 1; P.L. 2005, ch. 397, § 1.)

SECTION 34-18-17

§ 34-18-17 Prohibited provisions in rental agreements.

(a) A rental agreement may not provide that the tenant:

- (1) Agrees to waive or forego rights or remedies under this chapter;
- (2) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) Agrees to pay the landlord's attorney's fees inconsistent with this chapter; or
- (4) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected with the liability.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known to be prohibited, the tenant may recover, in addition to his or her actual damages, an amount up to three (3) months periodic rent and reasonable attorney's fees.

History of Section. (P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-18

§ 34-18-18 Receipt of rent free of maintenance obligations forbidden. – A rental agreement, assignment, conveyance, trust deed, or security instrument may not permit the receipt of rent free of the obligation to comply with § 34-18-22(a).

History of Section.
(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-19

§ 34-18-19 Security deposits.

(a) A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of one 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, which 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) 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.

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

History of Section.
(P.L. 1986, ch. 200, § 2; P.L. 2015, ch. 125, § 1; P.L. 2015, ch. 134, § 1.)

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SECTION 34-18-20

§ 34-18-20 Disclosure.

(a) A landlord or any person authorized to enter into a rental agreement on his or her behalf shall disclose to the tenant in writing, at or before the commencement of the tenancy, the name, address and number of:

(1) The person authorized to manage the premises; and

(2) An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands.

(b) The information required to be furnished by this section shall be kept current. This section extends to and is enforceable against any successor landlord, owner, or manager.

(c) A person who fails to comply with subsection (a) of this section becomes an agent of each person who is a landlord for:

(1) Service of process and receiving and receipting for notices and demands; and

(2) Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for the purpose of all rent collected from the premises.

(d) A landlord who becomes delinquent on a mortgage securing real estate upon which the dwelling unit is located for a period of one hundred twenty (120) days shall notify the tenant that the property may be subject to foreclosure; and until the foreclosure occurs the tenant must continue to pay rent to the landlord as provided under the rental agreement.

History of Section. (P.L. 1986, ch. 200, § 2; P.L. 2014, ch. 486, § 1; P.L. 2014, ch. 513, § 1.)

SECTION 34-18-21

§ 34-18-21 Landlord to deliver possession of dwelling unit. – At the commencement of the term a landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and § 34-18-22. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in § 34-18-38(c).

History of Section.(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-22

§ 34-18-22 Landlord to maintain premises.

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(a) A landlord shall:

- (1) Comply with the requirements of applicable building and housing codes affecting health and safety;
- (2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (3) Keep all common areas of the premises in a clean and safe condition;
- (4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her;
- (5) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit as required by § 45-24.3-6, or applicable local codes if more restrictive, and arrange for their removal; and
- (6) Supply running water and reasonable amounts of hot water at all times as required by § 45-24.3-7, or applicable local codes if more restrictive, and reasonable heat as required by § 45-24.3-9, or applicable local codes if more restrictive, between October 1 and May 1, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

(b) If the duty imposed by subsection (a)(1) of this section is greater than any duty imposed by any other paragraph of that subsection, the landlord's duty shall be determined by reference to subsection (a)(1) of this section.

(c) The landlord and tenant of a dwelling unit may agree in writing that the tenant perform specified repairs, maintenance tasks, alterations and remodeling but only if:

- (1) The agreement of the parties is entered into in good faith and set forth in a writing signed by the parties and supported by adequate consideration;
- (2) The work is not necessary to cure noncompliance with subsection (a)(1) of this section; and
- (3) The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-22.1

§ 34-18-22.1 Landlord's duty to notify tenant of violation.

(a) A landlord, when cited by a state or local minimum housing code enforcement agency for a housing code violation, shall, within thirty (30) days of receipt of the notice, deliver a copy of the notice of

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violation to each residential tenant of the building affected by said violation, unless within said thirty (30) day period the landlord has corrected all violations set forth in the notice of violation to the satisfaction of the state or local minimum housing code enforcement agency which issued the notice of violation.

(b) A landlord, prior to entering into any residential rental agreement, shall inform a prospective tenant of any outstanding minimum housing code violations which exist on the building that is the subject of the rental agreement. History of Section. (P.L. 1988, ch. 596, § 1.)

SECTION 34-18-22.2

§ 34-18-22.2 Landlord's duty regarding compliance with zoning and minimum housing laws. – Whenever any landlord, either by his or her own labor or through the use of others acting on his or her behalf, undertakes physical alterations to an existing building which alterations create a residential apartment or apartments, and the landlord knew or should have known that the alterations would result in the construction of an apartment or apartments which violate the applicable state and/or local zoning laws and/or state or local minimum housing codes, the landlord shall be responsible to pay the moving costs of any tenants required to move from any of the apartments because of the nonconformity of the apartments with the law; provided, however, that the landlord will be required to pay such moving costs only to a place within the same city or town where the property in violation of the law is located. History of Section. (P.L. 1993, ch. 410, § 1.)

SECTION 34-18-22.3

§ 34-18-22.3 Nonresident landlord to designate agent for service of process. – A landlord who is not a resident of this state shall designate and continuously maintain an agent upon whom service may be made of any process, notice, or demand required or permitted by law to be served, including but not limited to notices of minimum housing code violations. The agent shall be a resident of this state or a corporation authorized to do business in this state. The landlord's designation shall be in writing, shall include the name and address of the agent, shall include the street address of each property designated to said agent, and shall be filed with the secretary of state and with the clerk of the city or town wherein the dwelling unit is located. If a landlord fails to comply with the requirements of this section, rent for the dwelling unit abates until designation of an agent is made and the landlord shall be subject to a fine of up to five hundred (\$500) dollars per violation, payable to the municipality. History of Section. (P.L. 1996, ch. 336, § 1; P.L. 1998, ch. 444, § 1.)

SECTION 34-18-23

§ 34-18-23 Limitation of liability upon sale or change of management.

(a) A landlord who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this chapter as to

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events occurring after written notice to the tenant of the conveyance. In no event may the relief from liability predate the conveyance itself.

(2) Written notice, for purposes of this section, must include the name(s), address, and telephone number of the person or persons purchasing the property and assuming liability. To be effective, the written notice must also certify compliance with § 45-24.3-17 which prohibits sale or lease of property until any outstanding housing code violations have been corrected or the seller or lessor has provided to the buyer or lessee, as well as to the enforcing officer, all notices regarding violations, as required by the statute.

(b) A manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his or her management. The written notice must include the name(s), address, and telephone number of the person or persons assuming management and/or the person or persons within the state exercising ownership or responsibility over the property.

(c) Nothing in this section shall be construed to affect the tenant's rights and duties under an existing rental agreement, and the purchaser of property or any immediate successor in interest to a mortgagor, other than a third-party bona fide purchaser, of a premises containing four (4) or fewer dwelling units takes title subject to the same rights and responsibilities toward the tenant which the seller or mortgagor had.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-24

§ 34-18-24 Tenant to maintain dwelling unit. – A tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the premises that he or she occupies and uses as clean and safe as the condition of the premises permit;
- (3) Dispose from his or her dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises;

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- (6) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that will not disturb his or her neighbors' peaceful enjoyment of the premises;
- (8) Refrain from using any part of the premises in a manner such as would constitute the maintaining of a narcotics nuisance under the provisions of § 21-28-4.06;
- (9) Refrain from using any part of the premises or any public property adjacent thereto for the manufacture, sale, or delivery of a controlled substance or from possessing on the premises or any public property adjacent thereto with the intent to manufacture, sell, or deliver a controlled substance classified in schedule I or schedule II of chapter 28 of title 21; and
- (10) Refrain from any crime of violence on the premises or on any public property adjacent to said premises. A "crime of violence" means and includes any of the following crimes or an attempt to commit any of the following crimes; murder, manslaughter, arson, rape, sexual assault, mayhem, kidnapping, assault with a dangerous weapon, assault or battery involving grave bodily injury, and a felony assault with intent to commit any offense.

History of Section. (P.L. 1986, ch. 200, § 2; P.L. 1988, ch. 649, § 1; P.L. 1989, ch. 229, § 1.)

SECTION 34-18-25

§ 34-18-25 Rules and regulations.

- (a) A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if:
 - (1) Its purpose is to promote the convenience, safety, or welfare of the tenants on the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
 - (2) It is reasonably related to the purpose of which it is adopted;
 - (3) It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what he or she must or must not do to comply;
 - (4) It applies to all tenants in the premises in a fair manner;

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(5) It is not for the purpose of evading the obligations of the landlord; and

(6) The tenant has notice of it at the time he or she enters into the rental agreement, or when it is adopted.

(b) If a rule or regulation is adopted after the tenant enters into the rental agreement that works a substantial modification of his or her bargain, it is not valid unless the tenant consents to it in writing.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-26

§ 34-18-26 Access.

(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.

SECTION 34-18-27

§ 34-18-27 Tenant to use and occupy. – 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

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of any anticipated extended absence from the premises in excess of ten (10) days no later than the first day of the extended absence.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-28

§ 34-18-28 Noncompliance by the landlord in general.

(a) Except as provided by this chapter, if there is a noncompliance by the landlord with the rental agreement or a noncompliance with § 34-18-22 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in twenty (20) days, and the rental agreement shall terminate as provided in the notice subject to the following:

(1) If the breach is remediable by repairs, the payment of damages or otherwise and the landlord adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate by reason of the breach.

(2) If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the tenant may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.

(3) The tenant may not terminate for a condition 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.

(b) Except as provided in this chapter, the tenant may recover actual damages and obtain injunctive relief for noncompliance by the landlord with the rental agreement or § 34-18-22. If the landlord's noncompliance is willful, the tenant may recover reasonable attorney's fees.

(c) The remedy provided in subsection (b) of this section is in addition to any right of the tenant arising under subsection (a).

(d) If the rental agreement is terminated, the landlord shall return all security recoverable by the tenant under § 34-18-19 and all prepaid rent.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-29

§ 34-18-29 Failure to deliver possession.

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(a) If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in § 34-18-21, rent abates until possession is delivered and the tenant may:

- (1) Terminate the rental agreement upon at least five (5) days' written notice to the landlord, and, upon termination, the landlord shall return all prepaid rent and security; or
- (2) Demand performance of the rental agreement by the landlord and, if the tenant elects, bring action for possession of the dwelling unit against the landlord.

(b) If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than three (3) months' periodic rent or threefold the actual damages sustained, whichever is greater, and reasonable attorney's fees.

History of Section.(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-30

§ 34-18-30 Self-help for limited repairs

(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 one hundred twenty-five dollars (\$125), the tenant may cause repairs to be done in a skilled manner, in compliance with applicable state and local codes, and deduct from his or her rent the actual and reasonable cost or the fair and reasonable value of the repairs if:

- (1) The tenant notifies the landlord of his or her 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 his or her family, or other person on the premises with his or her consent.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-31

§ 34-18-31 Wrongful failure to supply heat, water, hot water, or essential services.

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(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.

History of Section.

(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-32

§ 34-18-32 Landlord's noncompliance as defense to action for possession or rent.

(a) In an action for possession based upon nonpayment of rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount he or she may recover under the rental agreement or this chapter. In that event, the court, from time to time, may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is frivolous or without any basis in fact, the landlord may recover reasonable attorney's fees.

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(b) In an action for rent when the tenant is not in possession, he or she may counterclaim as provided in subsection (a) of this section, but is not required to pay any rent into court.
History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-33

§ 34-18-33 Fire or casualty damage.

(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

(1) Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of his or her intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenants' liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated the landlord shall return all security recoverable under § 34-18-19 and all prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

(c) This section shall not be construed to limit the right of the landlord to recover in an action in tort damages resulting from a fire or other casualty damage caused either negligently or deliberately by the tenant.

History of Section.(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-34

§ 34-18-34 Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service. – 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.

History of Section. (P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-35

§ 34-18-35 Eviction for nonpayment of rent.

(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.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-36

§ 34-18-36 Eviction for noncompliance with rental agreement.

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(a) Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with § 34-18-24 materially affecting health and safety, the landlord shall deliver a written demand notice to the tenant, in a form substantially similar to that provided in § 34-18-56(b), specifying:

- (1) The acts and/or omissions constituting the breach of the rental agreement or of § 34-18-24;
- (2) The acts, repairs, or payment of damages, which are necessary to remedy the breach; and
- (3) That unless the breach is remedied within twenty (20) days of mailing of the notice the rental agreement shall terminate upon a specified date, which shall not be less than twenty-one (21) days after the mailing of the notice.

(b) Unless it is a violation of § 34-18-24(8), (9), or (10), if the tenant adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate. If the breach is not remedied, the landlord may commence an eviction action, which shall be filed no earlier than the first day following the termination date specified in the written demand notice. The action shall be initiated by filing a "Complaint for Eviction for Reason Other Than for Nonpayment of Rent" in the appropriate court according to the form in § 34-18-56(e).

(c) 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.

(d) Except as provided in this chapter, the landlord may recover possession, actual damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or § 34-18-24. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

(e) If substantially the same act or omission which constituted a prior noncompliance, of which good faith notice was given, recurs within six (6) months, the landlord may terminate the rental agreement upon at least twenty (20) days' written notice, specifying the breach and the date of termination of the rental agreement. No allowance of time to remedy noncompliance shall be required.

(f) If the tenant has violated § 34-18-24(8), (9), or (10), or if the tenant (i) is a seasonal tenant occupying the premises pursuant to a written lease agreement which commences no earlier than May 1st of the occupation year and expires no later than October 15th of the occupation year, or commences no earlier than September 1st and expires no later than June 1st of the next subsequent year, with no right of renewal or extension beyond the above dates; and (ii) has been charged with violating a municipal ordinance or has otherwise violated the terms of the rental agreement pertaining to legal occupancy or excessive noise or other disturbance of the peace, the landlord shall not be required to send a notice of noncompliance to the tenant and may immediately file a complaint for eviction in a form substantially similar to that provided in

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§ 34-18-56(e) and seek the relief set forth in subsection (d).

History of Section. (P.L. 1986, ch. 200, § 2; P.L. 1988, ch. 84, § 25; P.L. 1988, ch. 649, § 1; P.L. 1989, ch. 229, § 1; P.L. 1996, ch. 358, § 1; P.L. 2005, ch. 384, § 1.)

SECTION 34-18-37

§ 34-18-37 Termination of periodic tenancy.

(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.

History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-38

§ 34-18-38 Eviction for unlawfully holding over after termination or expiration of tenancy. (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.

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SECTION 34-18-38-1

§ 34-18-38.1 Definitions for purpose of the eviction of tenants in residential foreclosed properties.

As used in § 34-18-38.2, the following words shall, unless the context clearly requires otherwise, have the following meanings:

- (1) "Bona fide lease" or "bona fide tenancy" means a lease or tenancy shall not be considered bona fide unless:
 - (i) The mortgagor, or the child, spouse, or parent of the mortgagor under the contract, is not the tenant; and
 - (ii) The lease or tenancy was the result of an arms-length transaction; and
 - (iii) The lease or tenancy requires the receipt of rent that is not substantially less than fair-market rent for the property, or the dwelling unit's rent is reduced or subsidized due to a federal, state, or local subsidy.
- (2) "Entity" means a business organization, or any other kind of organization including, without limitation, a corporation, partnership, trust, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, or any other category of organization, and any employee, agent, servant, or other representative of such entity.
- (3) "Eviction" means an action, without limitation, by a foreclosing owner of a housing accommodation that is intended to actually or constructively evict a tenant or otherwise compel a tenant to vacate such housing accommodation.
- (4) "Foreclosing owner" means an entity that holds title in any capacity, directly or indirectly, without limitation, whether in its own name, as trustee or as beneficiary, to a housing accommodation that has been foreclosed upon and either:
 - (i) Held or owned a mortgage or other security interest in the housing accommodation at any point prior to the foreclosure of the housing accommodation or is the subsidiary, parent, trustee, or agent thereof; or
 - (ii) Is an institutional mortgagee that acquires or holds title to the housing accommodation within three (3) years of the filing of a foreclosure deed on the housing accommodation; or
 - (iii) Is the federal national mortgage association or the federal home loan mortgage corporation.
- (5) "Foreclosure" means an action to terminate a mortgagor's interest in property by sale of property pursuant to a power of sale in a mortgage, as described in § 34-11-22; or conveyance of the property by the mortgagor in lieu of foreclosure; or an action filed in court pursuant to § 34-27-1.

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(6) "Housing accommodation" means a building or structure containing four (4) or fewer dwelling units, or part thereof of land appurtenant thereto, and any other real or personal property used, rented, or offered for rent for living or dwelling purposes, together with all services connected with the use or occupancy of such property.

(7) "HUD" means the United States Department of Housing and Urban Development and any successor to such department.

(8) "Institutional mortgagee" means an entity, or an entity that is the subsidiary, parent, trustee to such entity, that holds or owns mortgages or other security interests in three (3) or more housing accommodations or that acts as a mortgage servicer of three (3) or more mortgages of housing accommodations.

(9) "Just cause" means one of the following:

(i) The tenant has failed to pay rent in effect prior to the foreclosure, as long as the foreclosing owner notified the tenant in writing of the amount of rent that was to be paid and to whom it was to be paid;

(ii) The tenant has materially violated either an express or legally required obligation or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon proper notice, and has failed to cure such violation within thirty (30) days after having received written notice thereof from the foreclosing owner;

(iii) The tenant is committing a nuisance in the unit; is permitting a nuisance to exist in the unit; is causing substantial damage to the unit; or is creating a substantial interference with the quiet enjoyment of other occupants;

(iv) The tenant is using, or permitting the unit to be used, for any illegal purpose;

(v) The tenant, who had a written bona fide lease or other rental agreement that terminated, on or after July 1, 2014, has refused, after written request or demand by the foreclosing owner, to execute a written extension or renewal thereof for a further term of like duration and in such terms that are not inconsistent with this chapter;

(vi) The tenant has refused the foreclosing owner reasonable access to the unit for the purpose of making necessary repairs or improvement required by the laws of the United States, the state of Rhode Island or any subdivision thereof, or for the purpose of inspection as permitted or required by agreement or by law, or for the purpose of showing the unit to a prospective purchaser or mortgagee;

(vii) The foreclosing owner:

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(A) Seeks to permanently board up or demolish the premises because the premises has been cited by a state or local minimum housing code enforcement agency for substantial violations affecting the health and safety of tenants and it is economically not feasible for the foreclosing owner to eliminate the violations; or

(B) Seeks to comply with a state or local minimum housing code enforcement agency that has cited the premises for substantial violations affecting the health and safety of tenants and it is not feasible to so comply without removing the tenant; or

(C) Seeks to correct an illegal occupancy because the premises has been cited by a state or local minimum housing code enforcement agency or zoning official and it is not feasible to correct such illegal occupancy without removing the tenant; and provided further that nothing in this section shall limit the rights of a third-party owner to evict a tenant at the expiration of an existing lease.

(10) "Mortgagee" means an entity to whom property is mortgaged, the mortgage creditor or lender including, but not limited to, mortgage services, lenders in a mortgage agreement and any agent, servant, or employee of the mortgagee, or any successor in interest or assignee of the mortgagee's rights, interests, or obligations under the mortgage agreement.

(11) "Mortgage servicer" means an entity that administers, or at any point administered, the mortgage; provided, however, that such administration shall include, but not be limited to, calculating principal and interest, collecting payments from the mortgager, acting as escrow agent, or foreclosing in the event of a default.

(12) "Tenant" means a person or group of persons, who at the time of foreclosure, is entitled to occupy a housing accommodation pursuant to a bona fide lease or tenancy. A person who moves into the housing accommodation owned by the foreclosing owner, subsequent to the foreclosure sale, without the express written permission of the foreclosing owner, shall not be considered a tenant under this section.

(13) "Unit" or "residential unit" means the room, or group of rooms, within a housing accommodation that is used, or intended for use, as a residence by one household.

History of Section.

(P.L. 2014, ch. 486, § 2; P.L. 2014, ch. 513, § 2.)

SECTION 34-18-38.2

§ 34-18-38.2 Just cause needed for eviction of foreclosed residential property tenants.

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(a) Notwithstanding any provision of the general or public laws to the contrary, a foreclosing owner shall not evict a tenant except for just cause, or unless a binding purchase-and-sale agreement has been executed for a bona fide third party to purchase the housing accommodation from a foreclosing owner, and the foreclosing owner has disclosed to the third-party purchaser that said purchaser may be responsible for evicting the current occupants of the housing accommodation after the sale occurs; or with respect to a housing accommodation in a housing accommodation insured by the Federal Housing Administration, unless HUD denies a request by any tenant for an occupied conveyance or if a tenant does not submit to HUD a request for continued occupancy before the deadline set forth in a notice to occupants of pending acquisition delivered to the tenant by the foreclosing owner.

(b) Within thirty (30) days of the foreclosure, the foreclosing owner shall post in a prominent location in the building in which the rental housing unit is located, a written notice stating:

(1) The names, addresses, telephone numbers, and telephone contact information of the foreclosing owner, the building manager, or other representative of the foreclosing owner responsible for the management of such building;

(2) The address to which rent charges shall be sent;

(3) That in order to remain on the premises as a tenant of the foreclosing owner, the household must submit, within thirty (30) days, a completed form to be provided with said written notice to the same address where rent charges shall be sent, said form to be substantially similar to the request for continued occupancy form used by HUD and shall contain an authorization to conduct a credit check of the person or persons submitting the form. This requirement shall be satisfied if the foreclosing owner or someone acting on his/her behalf has:

(i) Posted the notice in a prominent location in the building;

(ii) Mailed the notice by first-class mail to each unit; and

(iii) Slid the notice under the door of each unit in the building a document stating the names, addresses, and telephone contact information of the foreclosing owner, the building manager or other representative of the foreclosing owner responsible for the management of such building, and stating the address to which rent and use and occupancy charges shall be sent.

(c) A foreclosing owner shall not evict a tenant except for actions that constitute just cause, and:

(1) A foreclosing owner shall not evict a tenant for the following actions that constitute just cause until thirty (30) days after the notice required by subsection (b) of this section is posted, mailed, and delivered:

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(i) The tenant has failed to pay the rent in effect prior to the foreclosure as long as the foreclosing owner notified the tenant in writing of the amount of rent that was to be paid and to whom it was to be paid;

(ii) The tenant has materially violated an obligation or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon proper notice;

(iii) The tenant, who had a written bona fide lease or other rental agreement that terminated, on or after July 1, 2014, has refused, after written request or demand by the foreclosing owner, to execute a written extension or renewal thereof for a further term of like duration and in such terms that are not inconsistent with this section; and

(iv) The foreclosing owner:

(A) Seeks to permanently board up or demolish the premises because the premises has been cited by a state or local minimum housing code enforcement agency for substantial violations affecting the health and safety of tenants and it is not economically feasible for the foreclosing owner to eliminate the violations; or

(B) Seeks to comply with a state or local minimum housing code enforcement agency that has cited the premises for substantial violations affecting the health and safety of tenants and it is not feasible to so comply without removing the tenant; or

(C) Seeks to correct an illegal occupancy because the premises has been cited by a state or local minimum housing code enforcement agency or zoning officials and it is not feasible to correct such illegal occupancy without evicting the tenant.

(2) A foreclosing owner shall not evict a tenant for the following actions that constitute just cause until the notice required by subsection (b) is posted and delivered:

(i) The tenant is committing a nuisance in the unit; is permitting a nuisance to exist in the unit; is causing substantial damage to the unit; or is creating a substantial interference with the quiet enjoyment of other occupants;

(ii) The tenant is using or permitting the unit to be used for any illegal purpose; and

(iii) The tenant has refused the foreclosing owner reasonable access to the unit for the purpose of making necessary repairs or improvements required by the laws of the United States, the state of Rhode Island or any subdivision thereof, or for the purpose of showing the unit to a prospective purchaser or mortgagee.

(d) The following procedures shall be followed for the eviction of a tenant pursuant to subsection (c) of this section:

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(1) For evictions brought pursuant to subsection (c)(1)(i), the foreclosing owner shall follow § 34-18-35;

(2) For evictions brought pursuant to subsection (c)(1)(ii), or subsection (c)(2) the foreclosing owner shall follow § 34-18-36;

(3) For evictions brought pursuant to subsection (c)(1)(iii) or (c)(1)(iv); or for evictions brought where a binding purchase-and-sale agreement has been executed for a bona fide third party to purchase the housing accommodation from a foreclosing owner; or for evictions brought with respect to housing accommodations located in a premises insured by the federal housing administration as provided in subsection (a); or for an eviction brought against a tenant who fails to return the form requesting continued occupancy pursuant to subsection (b); the foreclosing owner shall follow the procedures for terminating a month-to-month tenancy set forth in § 34-18-37, provided that any obligations of the foreclosing owner arising under the federal Protecting Tenants at Foreclosure Act of 2009, as such act is amended and extended from time to time, shall first have been satisfied; and provided, further, that in any eviction brought against a tenant pursuant to subsection (c), the tenant may raise an affirmative defense that the form was not posted or served upon the tenant as required by subsection (b).

(e) A foreclosing owner may evict any person other than a tenant by following the procedures for terminating a month-to-month tenancy set forth in § 34-18-37.

(f) If a foreclosing owner disagrees with the amount of rent paid by the tenant to the foreclosing owner, the foreclosing owner may bring a claim in district court to claim that the rental charge is unreasonable and set a new rental rate. A bona fide lease or bona fide tenancy between the foreclosed-upon owner and the lessee, or proof of rental payment to the foreclosed-upon owner, shall be presumed to be a reasonable rental rate.

(g) Nothing herein shall be deemed to limit the right of any tenant to knowingly waive the provisions of this section for consideration acceptable to such tenant.

(h) Notwithstanding any other provisions of this section, a foreclosing owner shall be exempt from the requirement of this section if:

(1) The foreclosing owner is headquartered in Rhode Island and maintains a physical office or offices in Rhode Island from which office or offices it carries out full-service mortgage operations, including the acceptance and processing of mortgage payments and the provision of local customer service and loss mitigation, and where Rhode Island staff have the authority to approve loan restructuring and other loss mitigation strategies; or

(2) The foreclosing owner conducted fewer than fifteen (15) foreclosures in Rhode Island during the prior calendar year, excluding any conveyances of property by a deed in lieu of foreclosure.

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History of Section.

(P.L. 2014, ch. 486, § 2; P.L. 2014, ch. 513, § 2.)

SECTION 34-18-39

§ 34-18-39 Failure to maintain. – If there is noncompliance by tenant with § 34-18-24 materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within twenty (20) days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a skilled manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due, or if the rental agreement has terminated, for immediate payment.

SECTION 34-18-40

§ 34-18-40 Remedies for abandonment. – 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.

SECTION 34-18-41

§ 34-18-41 Waiver of landlord's right to terminate. – Acceptance of rent with knowledge of a default by the tenant or acceptance of performance by him or her that varies from the terms of the rental agreement constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless the landlord gives written notice within ten (10) days. However, acceptance of partial payment of rent shall not constitute a waiver of the balance due. Acceptance does not waive the landlord's right to seek remedies for the default.

SECTION 34-18-42

§ 34-18-42 Landlord liens – Distraint for rent abolished.

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(a) A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable unless perfected before the effective date of this chapter, except as provided in § 34-18-50.

(b) Distraint for rent is abolished.

SECTION 34-18-43

§ 34-18-43 Remedy after termination. – If the rental agreement is terminated, the landlord has a claim for possession, for a sum for reasonable use and occupation subsequent to the termination, and for actual damages for breach of the rental agreement and reasonable attorney's fees.

SECTION 34-18-44

§ 34-18-44 Self-help recovery of possession prohibited. – A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in this chapter.

History of Section.(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-45

§ 34-18-45 Landlord and tenant remedies for abuse of access.

(a) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement.

(b) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement.

(c) In any action under subsection (a) or (b) the prevailing party may recover actual damages and shall be awarded costs and reasonable attorney's fees.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-46

§ 34-18-46 Retaliatory conduct prohibited.

(a) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession because:

- (1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or
- (2) The tenant has complained to the landlord of a violation under § 34-18-22; or
- (3) The tenant has organized or become a member of a tenants' union or similar organization; or
- (4) The tenant has availed himself or herself of any other lawful rights and remedies.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in § 34-18-34 and has a defense in any retaliatory action against him or her for possession. In an action by or against the tenant, evidence of a complaint within six (6) months before the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of a proposed rental increase or diminution of services.

"Presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

(c) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if:

- (1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, a member of his or her family, or other person on the premises with his or her consent; or
- (2) The tenant is in default in rent; or
- (3) Compliance with the applicable building or housing code or other public action such as eminent domain, requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit, and the relocation requirements have been met by the municipality.

(d) The maintenance of an action under subsection (c) of this section does not release the landlord from liability under § 34-18-28(b).

History of Section. (P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-47

§ 34-18-47 Appeals. – Appeals of actions brought under this chapter shall be pursuant to § 9-12-10.1. History of Section. (P.L. 1986, ch. 200, § 2.)

SECTION 34-18-48

§ 34-18-48 Execution. – If no appeal is claimed, and if the judgment has not been satisfied, execution shall be issued on the sixth (6th) day following judgment. Executions shall be issued to the division of sheriffs or certified constable. Every execution issued by any district court pursuant to this chapter shall continue in full force and effect for one year after the date thereof and be returnable to the district court that issued it in accordance with the provisions of § 9-25-21. All costs, including reasonable moving costs, incurred by the division of sheriffs or certified constable in carrying out the mandates of the execution may be added to the execution by the clerk upon approval of the court upon presentment of evidence of the costs.

History of Section.(P.L. 1986, ch. 200, § 2; P.L. 1990, ch. 224, § 1; P.L. 2003, ch. 300, § 1; P.L. 2003, ch. 311, § 1; P.L. 2012, ch. 324, § 65; P.L. 2015, ch. 260, § 34; P.L. 2015, ch. 275, § 34.)

SECTION 34-18-49

§ 34-18-49 Payment of rent on stay of execution. – Whenever, in any action for the recovery of real property, the issuance of an execution, or the service of an execution, is stayed by order of the court or by the operation of law, the stay shall be conditioned upon the payment by tenant to the landlord of sums of money equal to the rent for the premises, which sums shall be paid at such times and in such amounts as rent would be due and payable were the action not then pending. The acceptance of these sums shall not constitute a waiver of the right of the landlord to obtain possession of the premises, nor shall the receipt thereof be deemed to reinstate the tenancy.

History of Section.
(P.L. 1986, ch. 200, § 2.)

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SECTION 34-18-50

§ 34-18-50 Payment of moving costs required. – Whenever the personal property of any tenant is removed from the premises the tenant occupies by mandate of an execution from the court of competent jurisdiction, the tenant shall pay the entire amount of the cost of moving the personal property and any prepaid storage charges to the division of sheriffs, constable, or other person who lawfully caused the personal property to be so moved before the personal property can be released to the tenant by the person, firm, partnership, company, association, or corporation having lawful possession of the property. Further, the division of sheriffs, constable, or other person who lawfully caused the personal property to be so moved shall prepare and deliver a release in writing stating that the costs of moving and any prepaid storage charges have been paid in full and authorizing the release of the personal property to the tenant. This amount shall be paid to the landlord as reimbursement for the costs of removing the personal property.

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 2012, ch. 324, § 65.)

SECTION 34-18-51

§ 34-18-51 Issuance of execution on nonpayment of rent. – In the event that the tenant shall fail or refuse to pay all sums promptly when due in accordance with the provisions of § 34-18-49, the court in which the judgment for possession was issued shall, on motion of the landlord and after hearing thereon, including satisfactory proof of such nonpayment, enter an order for the issuance of such execution and the prompt service thereof, and from this order there shall be no appeal.

History of Section.

(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-52

§ 34-18-52 Payment of rent during pendency of appeal. – Whenever an action for the recovery of real property is pending on appeal in the superior or supreme court, the tenant in the action shall pay to the landlord sums of money equal to the rent for the premises, which the sums shall be paid at such times and in such amounts as rent would be due and payable were the action not then pending. The acceptance of these sums shall not constitute a waiver of the right of the landlord to obtain possession of the premises, nor shall their receipt be deemed to reinstate the tenancy.

History of Section.

(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-53

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§ 34-18-53 Dismissal of appeal for nonpayment of rent during pendency of appeals. – In the event that the tenant fails or refuses to pay all sums promptly when due, in accordance with the provisions of § 34-18-52, the court in which the case is pending, shall, without any trial on the merits, on motion of the landlord, and after hearing thereon, including satisfactory proof of such nonpayment, enter an order for the entry of judgment and the issuance of the execution and the prompt service thereof, and from that order there shall be no appeal. The papers shall be forthwith returned to the district court which shall upon payment of the required fee, issue an execution without further delay.

History of Section.
(P.L. 1986, ch. 200, § 2; P.L. 2001, ch. 75, § 1.)

SECTION 34-18-54

§ 34-18-54 Savings clause. – Transactions entered into before January 1, 1987, and not extended or renewed on and after that date, and the rights, duties and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law amended or repealed by this chapter as though the repeal or amendment had not occurred.

History of Section.
(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-55

§ 34-18-55 Severability. – If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable.

History of Section.
(P.L. 1986, ch. 200, § 2.)

SECTION 34-18-56

§ 34-18-56 Notices and complaint forms.

- (a) A notice in substantially the following language shall suffice for the purpose of giving a tenant a five (5) day demand for payment of rent prior to commencement of an eviction pursuant to § 34-18-35:

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(address)

You are hereby directed to vacate and remove your property and personal possessions from the premises located at

(address of premises)

and deliver control of the premises to the landlord/owner on the first day after the end of your current rental period, namely]]]]]]]]]].

(insert date)

This notice is given for the purpose of terminating your tenancy. You must continue to pay rent as it becomes due until the date indicated above. If you fail to pay that rent, a nonpayment eviction action may be instituted against you.

If you fail to vacate the premises by the date specified, an eviction may be instituted against you without further notice. If you believe you have a defense to this termination, you will be able to raise that defense at the court hearing.

(signature)

(name and address of land-

lord/owner)

I certify that I placed in regular U.S. mail, first class postage prepaid, a copy of this Notice, addressed to the tenant, on the]]]]]]] day of]]]]]]]]]]]]]]]]]]]], 19]]]]]]].

(landlord or owner signature)

(d) A complaint in substantially the following language shall suffice for the purpose of commencing an eviction action for nonpayment of rent pursuant to § 34-18-35:

State of Rhode Island and Providence Plantations

]]]]]]]]]]]]]]]]]]]]], Sc. DISTRICT COURT

]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]] DIVISION

PLAINTIFF DEFENDANT

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CERTIFICATE OF SERVICE

I hereby certify that a copy of this Complaint and Summons was placed into regular U.S. Mail, postage prepaid, on the [] day of [], 19[], addressed to defendant at the following address:

[]

(Signature of [] Clerk)

(h) The summons in an action for eviction for noncompliance with the rental agreement pursuant to § 34-18-36, or for unlawfully holding over after termination or expiration of tenancy pursuant to § 34-18-38, shall be in substantially the following form:

State of Rhode Island District Court Summons

EVICTON FOR REASON OTHER THAN NONPAYMENT OF RENT

DIVISION COUNTY CIVIL ACTION-FILE NO.

[]

Address of Court:

[]

V

[]

[]

(name & address of plaintiff(name & address of defendant- landlord) tenant)

TO THE TENANT: You are served with an eviction complaint for noncompliance with rental agreement (R.I.G.L. 34-18-36), or for unlawfully holding over after termination or expiration of tenancy (R.I.G.L. 34-18-38). If you do nothing, you will lose by default and be evicted. If you claim any defense, you must complete the enclosed ANSWER and file it with the Court Clerk within TWENTY (20) days after you are served with this summons and complaint. You should also mail a copy of the ANSWER to the landlord or the landlord's lawyer. If you file the enclosed ANSWER, then you will receive another written notice telling you when the hearing

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TENANT'S ANSWER

The complaint against me is untrue or fails to state the following facts:

I offered rent, but my landlord refused it. I am still able and willing to pay the rent.

I have a defense for nonpayment because the landlord has failed to maintain the premises in a fit and habitable condition.

My rent has not been paid, but I have a legally justifiable defense for not paying:

I have a written lease which does not expire until:

I have not received the required notice from the landlord before this complaint was served on me.

The landlord is trying to evict me because I have exercised my legal rights by calling code enforcement officials, or by taking the following protected action:

I have other defenses as follow:

WHEREFORE: Because of the defense(s) indicated above, I ask the court to grant a judgment in my favor and not order me to be evicted.

COUNTERCLAIM

Instructions: If you believe you are entitled to be awarded damages or money for any reason from your landlord, you may fill out the statement below:

I hereby sue my landlord for the amount of \$[]].

I believe I am entitled to receive an award of this amount because []]

Name of Defendant (or attorney) Signature of Defendant

[]]

Address []]

Telephone number

History of Section.

(P.L. 1986, ch. 200, § 2; P.L. 1988, ch. 649, § 1; P.L. 1989, ch. 229, § 1.)

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SECTION 34-18-57

§ 34-18-57 Providence and Warwick Absentee Landlord Enforcement Act. – All persons, corporations, organizations, associations or other legal entities owning and leasing property in the cities of Providence or Warwick shall register their names, home addresses, including zip codes, and telephone numbers with the city clerk in the city where such property is located.

History of Section.

(P.L. 1995, ch. 336, § 1; P.L. 2008, ch. 236, § 1; P.L. 2008, ch. 465, § 1.)

CHART A LANDLORD AND TENANT OBLIGATIONS

LANDLORD OBLIGATIONS	TENANT OBLIGATIONS
<p>I. Not to demand a security deposit in excess of one month's rent, and to return the appropriate amount within 20 days. (§ 19)</p> <p>II. To disclose to the tenant the name, address and telephone number of manager and person to receive notice and service of process. (§ 20)</p> <p style="padding-left: 40px;">In case of sales, to disclose name, address and telephone number of purchaser, and certify compliance with housing code (§ 23)</p> <p>III. To deliver possession of dwelling unit, as per rental agreement (§ 21)</p> <p>IV. To maintain Premises:</p> <ol style="list-style-type: none"> 1. To comply with housing codes affecting health and safety. 2. Make repairs to keep premises in an inhabitable condition. 3. Keep Common areas clean and safe. 4. Maintain building systems and appliances in good and safe condition. 5. Provide garbage receptacles. 6. Supply water, hot water and heat as required by housing code. (§ 22) <p>Note: As between R.I. Maintenance Occupancy Code and City or Town Ordinance, more restrictive code applies.</p> <p>This section restricts landlord from shifting some of these obligation (§ 22(c)) (See also, § 19)</p> <p>V. To comply with terms and conditions of the rental agreement not prohibited by this chapter. (§ 15)</p> <p>VI. To afford tenant reasonable notice of entry into the dwelling unit, which shall be 2 days notice unless there is an emergency, or it is impracticable, or it is necessary to protect property in the tenant's absence. (§ 26 (b,c))</p>	<p>I. To maintain the dwelling unit:</p> <ol style="list-style-type: none"> 1 Comply with housing code obligations imposed on tenants affecting health and safety. 2 Keep part of premises tenant occupies clean and safe. 3 Dispose of garbage in a clean and safe manner. 4 Keep all plumbing fixtures as clean as their condition permits 5 Use electrical, plumbing, heating, utilities and appliances in a reasonable manner. 6 Not deliberately or negligently destroy, deface or damage the premises. 7 Not disturb neighbor's peaceful enjoyment. (§ 19) <p>II. To pay rent as provided in a rental agreement, or in absence of an agreement, to pay a fair market rental value for the unit. (§ 15)</p> <p>III. To comply with terms and conditions of the rental agreement not prohibited by this chapter. (§ 15)</p> <p>IV. To comply with reasonable rules and regulations adopted by the landlord which tenant has proper notice. (§ 25)</p> <p>V. To afford landlord reasonable access to the unit to inspect, make repairs or show to prospective purchasers, renters, etc. (§ 26a)</p> <p>VI. To use the dwelling only as a residence, unless otherwise agreed. (§ 27)</p> <p>VII. To notify landlord of any absence of 10 days, if required by the rental agreement.</p>

CHART B LANDLORD REMEDIES

TENANT BREACH	LANDLORD REMEDY
I. Failure to pay rent for 15 days. (§35)	I. Give written notice to tenant (see Form A); if breach not remedied in 5 days, sue for eviction using "Complaint for Eviction for Nonpayment of Rent" (9 day procedure) (see Form D). Landlord may recover possession, actual damages, and attorney's fee if nonpayment was willful. (§35) NOTE: If tenant has not previously received 5 day notice in 6 month period, tenant may cure after commencement of suit by tendering rent and court costs at time of hearing.
General noncompliance with rental agreement, or with obligations under §24 affecting health and safety. (§36)	II. Give written notice to tenant (see Form B); if breach not remedied in 20 days, rental agreement terminates on the date specified in notice, which must be not less than 21 days after mailing. Sue for eviction using "Complaint for Eviction for Reason Other Than Nonpayment of Rent" (20 day procedure) (see Form E). Landlord may recover possession, actual damages, obtain injunctive relief and recover attorney's fee if noncompliance was willful. (§36)
Unlawfully holding over after termination or expiration of tenancy. (§38)	III. Sue for eviction using "Complaint for Eviction for Reason Other Than Nonpayment of Rent" (20 day procedure) (see Form E). Landlord may recover possession. If holdover willful, threefold actual damages, or 3 month's rent, whichever is greater.
Failure to comply with obligations under §24 to make repair or replacement affecting health and safety. (§39)	IV. If possible to remedy by repair, replacement or cleaning, give notice to tenant; if no compliance within 20 days, or in less time in case of emergency, landlord may enter dwelling unit, make repair, and submit bill to tenant. (§39)
Abandonment of unit. (§40)	V. Landlord shall send certified letter, return receipt requested, to tenant's last known address. If no reply in 7 days, landlord shall make reasonable efforts to re-rent premises. Old tenancy terminates as of date of new tenancy. (§40)
Refusal to allow landlord reasonable access. [§45(a)]	VI. Sue for injunctive relief to compel access, or terminate rental agreement [§45(a)], plus actual damages and attorney's fees [§45(c)].

CHART C TENANT REMEDIES

LANDLORD BREACH	TENANT REMEDY
I. Failure to return security deposit (§19)	I. Sue landlord for the amount due, plus damages equal to twice the amount wrongfully withheld and attorney's fees. (§19)
II. Failure to disclose name, address and telephone number of manager/owner. (§20) (§23)	II. Hold agent dealing with tenant liable for all landlord's obligations; serve agent instead of landlord; in case of sale, sue seller for breaches occurring after sale. (§20, 23)
III. General noncompliance with the rental agreement or with obligations under §22 affecting health and safety. (§28)	III. Give written notice to landlord; if breach not remedied in 20 days, tenant may terminate the rental agreement on day 30 [(§29(a)). Tenant may also sue to recover actual damages and obtain injunctive relieve [§28
IV. Failure to deliver possession of a dwelling unit. (§29)	IV. Terminate rental agreement upon 5 days written notice, or sue for possession. If landlord's failure is willful and not in good faith, tenant may recover possession, damages equal to threefold actual damages or three month's rent, whichever is greater, and attorney's fee. [§29(a) & (b)]
V. Failure to make specific, limited repairs affecting health and safety as required by §21(1), (2), (4), (5) or (6). (§30)	V. Give notice to landlord of intention to correct the condition at landlord's expense. If no compliance within 20 days, tenant may make repair costing less than \$125.00, and deduct from rent. Tenant must submit itemized statement to landlord. (§30) NOTE: No limitation on the number of months tenant may utilize this procedure.
VI. Wrongful failure (whether willful or negligent) to supply heat, hot water, or essential services. (§31)	VII. Tenant may: A. Take reasonable steps to secure the heat, service, etc., and deduct cost from rent; <i>or</i> B. Sue landlord for damages based on diminution of rental value; <i>or</i> C. Procure substitute housing (which excuses tenant's obligation to pay rent during non-compliance). Tenant may also recover reasonable cost of substitute housing (up to one month's rent and attorney's fee. [§31 (a) & (b)] NOTE: Tenant must make election of remedies. If tenant proceeds under (§31), may not proceed under §28 or §30.
VII. Unlawful ouster, exclusion or diminution of service (constructive or self-help eviction). Tenant unlawfully excluded, or landlord willfully diminishes services. (§34). See also §44.	VII. Tenant may sue landlord for possession or terminate the rental agreement. In either case, tenant may recover damages equal to three-fold actual damages or three month's rent, whichever is greater, and attorney's fee. (§34)
VIII. Unlawful entry into tenant's dwelling unit [§45(b)]	VIII. Tenant may sue for injunctive relief to prevent recurrence of terminate tenancy [§45(b)], plus actual damages and attorney's fee. [§(c)]

CHART D TIMEFRAMES FOR EVICTION FOR NONPAYMENT OF RENT

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	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	Rent legally in arrears
	16	5-Day demand notice sent (Form A)
Demand Period	17	
(Any tenant can pay rent prior to suit.)	18	
	19	
	20	
	21	Last day to pay rent only and avoid suit.
	22	Suit is begun (6 th day after notice mailed). Clerk mails service (Forms D, G, J)
Service and Answer Period	23	
Tenant can pay rent, plus costs of \$23 if tenant	24	
has not received a Form A within the previous	25	
six months.	26	Last day for sheriff to accomplish service (Forms D, G, J)
	27	
	28	
	29	
	30	Last day for tenant to file answer with discovery.
	31	Hearing day. Last day for tenant to file answer if no discovery.
Appeal Period	32	
(Tenant must pay \$75 fee to appeal.)	33	
	34	
	35	
	36	Last day for tenant to appeal
Execution Period	37	Execution issued
	38	
	39	
	40	
	41	
	42	Last day for execution to be carried out.
	43	Sheriff has to show cause why execution not carried out.

Rhode Island Fair Housing Practices Act

PROTECTED CLASSES

FEDERAL LAW

1. Race
2. Color
3. Religion
4. Sex
5. Handicap
6. Familial status
7. National origin

RHODE ISLAND LAW

1. Race
2. Color
3. Religion
4. Sex
5. Disability
6. Familial status
7. National origin
8. Sexual orientation
9. Marital status
10. Age
11. Gender identity /expression
12. Victims of domestic abuse including people who are associated with these individuals
13. Military Status

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- § 34-37-2.3 Right to equal housing opportunities – Gender identity or expression.
- § 34-37-2.4 Right to equal housing opportunities – Victims of domestic violence status.
- § 34-37-3 Definitions.
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SECTION 34-37-1

§ 34-37-1 Finding and declaration of policy.

(a) In the State of Rhode Island and Providence Plantations, hereinafter referred to as the state, many people are denied equal opportunity in obtaining housing accommodations and are forced to live in circumscribed areas because of discriminatory housing practices based upon race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse. These practices tend unjustly to condemn large groups of inhabitants to dwell in segregated districts or under depressed living conditions in crowded, unsanitary, substandard, and unhealthful accommodations. These conditions breed intergroup tension as well as vice, disease, juvenile delinquency, and crime; increase the fire hazard; endanger the public health; jeopardize the public safety, general welfare, and good order of the entire state; and impose substantial burdens on the public revenues for the abatement and relief of conditions so created. These discriminatory and segregative housing practices are inimical to and subvert the basic principles upon which the colony of Rhode Island and Providence Plantations was founded and upon which the state and the United States were later established. Discrimination and segregation in housing tend to result in segregation in our public schools and other public facilities, which is contrary to the policy of the state and the constitution of the United States. Further, discrimination and segregation in housing adversely affect urban renewal programs and the growth, progress, and prosperity of the state. In order to aid in the correction of these evils, it is necessary to safeguard the right of all individuals to equal opportunity in obtaining housing accommodations free of discrimination.

(b) It is hereby declared to be the policy of the state to assure to all individuals regardless of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, or disability, age, familial status, housing status, or those tenants or applicants or members of a household who are, or have been, or are threatened with being the victims of domestic abuse, or those tenants or applicants who have obtained, or sought, or are seeking relief from any court in the form of a restraining order for protection from domestic abuse, equal opportunity to live in decent, safe, sanitary, and healthful accommodations anywhere within the state in order that the peace, health, safety, and general welfare of all the inhabitants of the state may be protected and ensured.

(c) The practice of discrimination in rental housing based on the potential or actual tenancy of a person with a minor child, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or

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applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse is declared to be against public policy.

(d) This chapter shall be deemed an exercise of the police power of the state for the protection of the public welfare, prosperity, health, and peace of the people of the state.

(e) Nothing in this section shall prevent a landlord from proceeding with eviction action against a tenant who fails to comply with § 34-18-24(7).

History of Section.

(P.L. 1965, ch. 27, § 1; P.L. 1977, ch. 214, § 1; P.L. 1979, ch. 144, § 3; P.L. 1985, ch. 415, § 1; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2; P.L. 2002, ch. 118, § 2; P.L. 2002, ch. 224, § 2; P.L. 2012, ch. 316, § 2; P.L. 2012, ch. 356, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

SECTION 34-37-2

§ 34-37-2 Right to equal housing opportunities – Civil rights. – The right of all individuals in the state to equal housing opportunities regardless of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or regardless of the fact that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse, is hereby recognized as, and declared to be, a civil right. Nothing in this section shall prevent a landlord from proceeding with eviction action against a tenant who fails to comply with § 34-18-24(7).

History of Section.(P.L. 1965, ch. 27, § 1; P.L. 1977, ch. 214, § 1; P.L. 1979, ch. 144, § 3; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2; P.L. 2002, ch. 118, § 2; P.L. 2002, ch. 224, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

SECTION 34-37-2.1

§ 34-37-2.1 Right to equal housing opportunities – Age. – Whenever in this chapter there shall appear the word "sex" there shall be inserted immediately thereafter the word "age."

History of Section. (P.L. 1979, ch. 144, § 3.)

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SECTION 34-37-2.2

§ 34-37-2.2 Right to equal housing opportunities – Sexual orientation. – Whenever in this chapter there shall appear the word "sex" there shall be inserted immediately thereafter the words "sexual orientation".

History of Section.
(P.L. 1995, ch. 32, § 1.)

SECTION 34-37-2.3

§ 34-37-2.3 Right to equal housing opportunities – Gender identity or expression. – Whenever in this chapter there shall appear the words "sexual orientation" there shall be inserted immediately thereafter the words "gender identity or expression."

History of Section.
(P.L. 2001, ch. 340, § 1.)

SECTION 34-37-2.4

§ 34-37-2.4 Right to equal housing opportunities – Victims of domestic violence status. – It shall be unlawful and against public policy to discriminate against a tenant or applicant for housing solely on the basis that said tenant or applicant is a victim of domestic violence.

History of Section.(P.L. 2002, ch. 118, § 1; P.L. 2002, ch. 224, § 1.)

SECTION 34-37-3

§ 34-37-3 Definitions. – When used in this chapter:

- (1) "Age" means anyone over the age of eighteen (18).
- (2) "Armed forces" means the Army, Navy, Marine Corps, Coast Guard, Merchant Marines, or Air Force of the United States and the Rhode Island National Guard.
- (3) "Commission" means the Rhode Island commission for human rights created by § 28-5-8.
- (4) "Disability" means a disability as defined in § 42-87-1.

Provided, further, that the term "disability" does not include current, illegal use of, or addiction to, a controlled substance, as defined in 21 U.S.C. § 802.

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(5) "Discriminate" includes segregate, separate, or otherwise differentiate between or among individuals because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, housing status, or familial status or because of the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, housing status, or familial status of any person with whom they are, or may wish to be, associated.

(6) The term "domestic abuse" for the purposes of this chapter shall have the same meaning as that set forth in § 15-15-1 and include all forms of domestic violence as set forth in § 12-29-2, except that the domestic abuse need not involve a minor or parties with minor children.

(7)(i) "Familial status" means one or more individuals who have not attained the age of eighteen (18) years being domiciled with:

(A) A parent or another person having legal custody of the individual or individuals; or

(B) The designee of the parent or other person having the custody, with the written permission of the parent or other person, provided that, if the individual is not a relative or legal dependent of the designee, that the individual shall have been domiciled with the designee for at least six (6) months.

(ii) The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.

(8) The terms, as used regarding persons with disabilities, "auxiliary aids and services", "reasonable accommodation", and "reasonable modifications" have the same meaning as those terms are defined in § 42-87-1.1.

(9) The term "gender identity or expression" includes a person's actual or perceived gender, as well as a person's gender identity, gender-related self image, gender-related appearance, or gender-related expression; whether or not that gender identity, gender-related self image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person's sex at birth.

(10) "Housing accommodation" includes any building or structure, or portion of any building or structure, or any parcel of land, developed or undeveloped, that is occupied or is intended, designed, or arranged to be occupied, or to be developed for occupancy, as the home or residence of one or more persons.

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(11) "Otherwise qualified" includes any person with a disability who, with respect to the rental of property, personally or with assistance arranged by the person with a disability, is capable of performing all the responsibilities of a tenant as contained in § 34-18-24.

(12) "Owner" includes any person having the right to sell, rent, lease, or manage a housing accommodation.

(13) "Person" includes one or more individuals, partnerships, associations, organizations, corporations, labor organizations, mutual companies, joint stock companies, trusts, receivers, legal representatives, trustees, other fiduciaries, or real estate brokers or real estate salespersons as defined in chapter 20.5 of title 5.

(14) "Senior citizen" means a person sixty-two (62) years of age or older.

(15) The term "sexual orientation" means having, or being perceived as having, an orientation for heterosexuality, bisexuality, or homosexuality. This definition is intended to describe the status of persons and does not render lawful any conduct prohibited by the criminal laws of this state nor impose any duty on a religious organization. This definition does not confer legislative approval of said status, but is intended to ensure the basic human rights of persons to hold and convey property and to give and obtain credit, regardless of such status.

(16) The term "victim" means a family or household member and all other persons contained within the definition of those terms as defined in § 12-29-2.

(17) The term "housing status" means the status of having or not having a fixed or regular residence, including the status of living on the streets or in a homeless shelter or similar temporary residence.

History of Section. (P.L. 1965, ch. 27, § 1; P.L. 1968, ch. 58, § 1; P.L. 1968, ch. 160, § 2; P.L. 1970, ch. 25, § 1; P.L. 1977, ch. 214, § 1; P.L. 1979, ch. 144, §§ 3, 4; P.L. 1985, ch. 415, § 1; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2000, ch. 499, § 3; P.L. 2000, ch. 507, § 3; P.L. 2001, ch. 340, § 2; P.L. 2002, ch. 118, § 2; P.L. 2002, ch. 224, § 2; P.L. 2009, ch. 96, § 4; P.L. 2009, ch. 97, § 4; P.L. 2011, ch. 363, § 18; P.L. 2012, ch. 316, § 2; P.L. 2012, ch. 356, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

SECTION 34-37-4

§ 34-37-4 Unlawful housing practices.

(a) No owner having the right to sell, rent, lease, or manage a housing accommodation as defined in § 34-37-3(12), or an agent of any of these, shall, directly or indirectly, make, or cause to be made, any written or oral inquiry concerning the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed

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forces, country of ancestral origin or disability, age, familial status nor make any written or oral inquiry concerning whether a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or whether a tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, of any prospective purchaser, occupant, or tenant of the housing accommodation; directly or indirectly, refuse to sell, rent, lease, let, or otherwise deny to or withhold from any individual the housing accommodation because of the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, or familial status of the individual or the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin or disability, age, or familial status of any person with whom the individual is or may wish to be associated; or shall, or on the basis that a tenant or applicant, or a member of the household, is or has been, or is threatened with being, the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking, relief from any court in the form of a restraining order for protection from domestic abuse. Nor shall an owner having the right to sell, rent, lease, or manage a housing accommodation as defined in § 34-37-3(12), or an agent of any of these, directly or indirectly, issue any advertisement relating to the sale, rental, or lease of the housing accommodation that indicates any preference, limitation, specification, or discrimination based upon race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, or shall, directly or indirectly, discriminate against any individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, in the terms, conditions, or privileges of the sale, rental, or lease of any housing accommodation or in the furnishing of facilities or services in connection with it. Nothing in this subsection shall be construed to prohibit any oral or written inquiry as to whether the prospective purchaser or tenant is over the age of eighteen (18).

(b) No person to whom application is made for a loan or other form of financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodation, whether secured or unsecured shall directly or indirectly make or cause to be made any written or

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oral inquiry concerning the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or any express written or oral inquiry into whether a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or whether a tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, of any individual seeking the financial assistance, or of existing or prospective occupants or tenants of the housing accommodation; nor shall any person to whom the application is made in the manner provided, directly or indirectly, discriminate in the terms, conditions, or privileges relating to the obtaining or use of any financial assistance against any applicant because of the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, of the applicant or of the existing or prospective occupants or tenants. Nothing in this subsection shall be construed to prohibit any written or oral inquiry as to whether the applicant is over the age of eighteen (18).

(c) Nothing in this section contained shall be construed in any manner to prohibit or limit the exercise of the privilege of every person and the agent of any person having the right to sell, rent, lease, or manage a housing accommodation to establish standards and preferences and set terms, conditions, limitations, or specifications in the selling, renting, leasing, or letting thereof or in the furnishing of facilities or services in connection therewith that do not discriminate on the basis of the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, of any prospective purchaser, lessee, tenant, or occupant thereof or on the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, or familial status of any person with whom the prospective purchaser, lessee, tenant, or occupant is or may wish to be associated. Nothing contained in this section shall be construed in any manner to prohibit or limit the exercise of the privilege of every person and the agent of any person making loans for, or offering financial assistance in, the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations to set standards and preferences, terms, conditions, limitations, or specifications for the granting of loans or financial assistance that do not discriminate on the basis of the race, color, religion, sex, sexual

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orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, familial status, or on the basis that a tenant or applicant or a member of the household is, or has been, or is threatened with being the victim of domestic abuse, or that the tenant or applicant has obtained, or sought, or is seeking relief from any court in the form of a restraining order for protection from domestic abuse, of the applicant for the loan or financial assistance or of any existing or prospective owner, lessee, tenant, or occupant of the housing accommodation.

(d) An owner may not refuse to allow a person with a disability to make, at his or her expense, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the owner may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. Where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of the restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in the account shall accrue to the benefit of the tenant. The restoration deposition shall be exempt from § 34-18-19(a) but will be subject to § 34-18-19(b) – (f).

(e)(1) An owner may not refuse to make reasonable accommodations in rules, policies, practices, or services when those accommodations may be necessary to afford an occupant with a disability equal opportunity to use and enjoy a dwelling.

(2) Every person with a disability who has a guide dog or other personal assistive animal, or who obtains a guide dog or other personal assistive animal, shall be entitled to full and equal access to all housing accommodations provided for in this section and shall not be required to pay extra compensation for the guide dog or other personal assistive animal but shall be liable for any damage done to the premises by a guide dog or other personal assistive animal. For the purposes of this subsection, a "personal assistive animal" is an animal specifically trained by a certified animal training program to assist a person with a disability to perform independent living tasks.

(f) Any housing accommodation of four (4) units or more constructed for first occupancy after March 13, 1991, shall be designed and constructed in such a manner that:

- (1) The public use and common use portions of the dwellings are readily accessible to and usable by persons with disabilities;
- (2) All the doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by persons with disabilities in wheelchairs;
- (3) All premises within the dwellings contain the following features of adaptive design:
 - (i) Accessible route into and through the dwelling;

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- (ii) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - (iii) Reinforcements in bathroom walls to allow later installation of grab bars; and
 - (iv) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space. To the extent that any state or local building codes, statutes, or ordinances are inconsistent with this section, they are hereby repealed. The state building code standards committee is hereby directed to adopt rules and regulations consistent with this section as soon as possible, but no later than September 30, 1990.
- (g) Compliance with the appropriate requirements of the state building code 14 "accessibility for individuals with disabilities for residential use groups" suffices to satisfy the requirements of subsection (f).
- (h) As used in subsection (f), the term "housing accommodation of four (4) units or more" means:
- (1) Buildings consisting of four (4) or more units if those buildings have one or more elevators; and
 - (2) Ground floor units in other buildings consisting of four (4) or more units;
- (i) Nothing in subsection (f) shall be construed to limit any law, statute, or regulation that requires a greater degree of accessibility to persons with disabilities.
- (j) Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (k) Nothing contained in this chapter shall be construed to prohibit an owner, lessee, sublessee, or assignee from advertising or selecting a person of the same or opposite gender to rent, lease, or share the housing unit that the owner, lessee, sublessee, or assignee will occupy with the person selected.
- (1) No person shall aid, abet, incite, compel, or coerce the doing of any act declared by this section to be an unlawful housing practice; or obstruct or prevent any person from complying with the provisions of this chapter or any order issued thereunder; or attempt directly or indirectly to commit any act declared by this section to be an unlawful housing practice.
- (m) No owner; person defined in § 34-37-3(13); person to whom application is made for a loan or other form of financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodation, whether secured or unsecured; no financial organization governed by the provisions of title 19 or any other credit-granting commercial institution; or respondent under this chapter; or any agent of these shall discriminate in any manner against any individual because he or she has opposed any practice forbidden by this

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chapter, or because he or she has made a charge, testified, or assisted in any manner in any investigation, proceeding, or hearing under this chapter.

(n) Nothing in this section shall prevent a landlord from proceeding with eviction action against a tenant who fails to comply with § 34-18-24(7).

History of Section. (P.L. 1965, ch. 27, § 1; P.L. 1970, ch. 25, § 2; P.L. 1974, ch. 141, § 1; P.L. 1977, ch. 214, § 1; P.L. 1979, ch. 144, § 3; P.L. 1985, ch. 415, § 1; P.L. 1987, ch. 452, § 1; P.L. 1988, ch. 455, § 1; P.L. 1988, ch. 664, § 1; P.L. 1990, ch. 398, § 1; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 1999, ch. 83, § 81; P.L. 1999, ch. 130, § 81; P.L. 2001, ch. 340, § 2; P.L. 2002, ch. 118, § 2; P.L. 2002, ch. 224, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

SECTION 34-37-4.1

§ 34-37-4.1 Discrimination in familial status – Exemptions.

(a) Nothing in this chapter requires an owner of a housing accommodation to rent to a family with children if:

- (1) The housing accommodation is two (2) units, one of which is occupied by the owner;
- (2) The housing accommodation is of four (4) units or less, the owner actually maintains and occupies one of those living quarters as his or her residence and one of those units is already occupied by a senior citizen or infirm person for whom the presence of children would constitute a demonstrated hardship;
- (3) The housing accommodation was provided under any state or federal program which is designed and operated to assist elderly persons;
- (4) The housing accommodation is intended for and solely occupied by persons sixty-two (62) years of age or older; or
- (5) The housing accommodation is intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit. Provided that:
 - (i) At least eighty percent (80%) of the units are occupied by at least one person fifty-five (55) years of age or older per unit; and
 - (ii) The housing accommodation has significant facilities and services designed to meet the physical or social needs of older persons, or if the provisions of those facilities and services is not practicable, that the housing is necessary to provide important opportunities for older persons;
 - (iii) The owner or manager has published and adhered to policies and procedures which demonstrate an intent to provide housing for persons fifty-five (55) years of age or older.

(b) An exemption under subsections (a)(4) and (a)(5) can be claimed if the housing did not meet the requirements of subsections (a)(4) and (a)(5) as of September 13, 1988 only if:

- (i) New occupants of the housing met the age requirements of subsections (a)(4) and (a)(5) after September 13, 1988; or
- (ii) Unoccupied units were reserved for occupancy by persons who met the age requirements of sections (a)(4) and (a)(5) after September 13, 1988;

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An owner will not violate the prohibitions against age discrimination in housing contained in § 34-37-4 if the owner asks the age of prospective or actual tenants or buyers, or if the owner grants a preference to older prospective tenants or buyers so long as the housing meets the requirements of subsection (a)(4) or (a)(5) or if the owner is seeking to determine whether the housing meets the requirements of subsection (a)(4) or (a)(5).

History of Section. (P.L. 1973, ch. 150, § 1; P.L. 1979, ch. 144, §§ 3, 4; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1; P.L. 2009, ch.

SECTION 34-37-4.2

§ 34-37-4.2 Exemptions – Religious organizations and private clubs.

(a) Nothing in this chapter shall prohibit a religious organization, association, or society or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society from limiting the sale, rental, or occupancy of a dwelling which it owns or operates for other than commercial purposes to persons of the same religion or from giving preference to those persons unless membership in the religion is restricted on account of sex, sexual orientation, gender identity or expression, race, color, or national origin or disability. Nor shall anything in this chapter prohibit a private club not in fact open to the public which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

(b) Nothing in this chapter limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.

History of Section. (P.L. 1979, ch. 144, § 3; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2.)

SECTION 34-37-4.3

§ 34-37-4.3 Discrimination in granting credit or loans prohibited. – No financial organization governed by the provisions of title 19 or any other credit granting commercial institution may discriminate in the granting or extension of any form of loan or credit, or the privilege or capacity to obtain any form of loan or credit, on the basis of the applicant's sex, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, race or color, religion or country of ancestral origin, disability or age or familial status, sexual orientation, or gender identity or expression and the form of loan and credit shall not be limited to those concerned with housing accommodations and the commission shall prevent any violation hereof in the same manner as it is to prevent unlawful housing practices under the provisions of this chapter.

History of Section. (P.L. 1990, ch. 398, § 2; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

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SECTION 34-37-4.4

§ 34-37-4.4 Discrimination based on sexual orientation – Exemption. – Nothing in this title shall prohibit an owner of a housing accommodation from refusing to rent to a person based on his or her sexual orientation if the housing accommodation is three (3) units or less, one (1) of which is occupied by the owner.

History of Section. (P.L. 1995, ch. 32, § 1.)

SECTION 34-37-4.5

§ 34-37-4.5 Discrimination based on gender identity or expression – Exemption. – Nothing in this title shall prohibit an owner of a housing accommodation from refusing to rent to a person based on his or her gender identity or expression if the housing accommodation is three (3) units or less, one of which is occupied by the owner.

History of Section.
(P.L. 2001, ch. 340, § 1.)

SECTION 34-37-5

§ 34-37-5 Prevention of unlawful housing practices. – (a) The commission is empowered and directed to prevent any person from violating any of the provisions of this chapter, provided that before instituting a formal proceeding it shall attempt by informal methods of conference, persuasion, and conciliation to induce compliance with this chapter.

(b) Upon the commission's own initiative or whenever an aggrieved individual or an organization chartered for the purpose of or engaged in combating discrimination or racism or of safeguarding civil liberties, that organization acting on behalf of one or more individuals being hereinafter referred to as the complainant, makes a charge, in writing, under oath, to the commission that any person, agency, bureau, corporation, or association, hereinafter referred to as the respondent, has violated or is violating, to the best of complainant's knowledge and belief, any of the provisions of this chapter, and that the alleged discriminatory housing practice has occurred or terminated within one year of the date of filing, the commission may initiate a preliminary investigation and if it shall determine after the investigation that it is probable that unlawful housing practices have been or are being engaged in, it shall endeavor to eliminate the unlawful housing practices by informal methods of conference, conciliation, and persuasion. Nothing said or done during these endeavors may be used as evidence in any subsequent proceeding. If after the investigation and conference, the commission is satisfied that any unlawful housing practice of the respondent will be eliminated, it may, with the consent of the complainant, treat the charge as conciliated, and entry of that disposition shall be made on the records of the commission. If

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the commission fails to effect the elimination of the unlawful housing practices and to obtain voluntary compliance with this chapter, or, if the circumstances warrant, in advance of any preliminary investigation or endeavors, the commission shall have the power to issue and cause to be served upon any person or respondent a complaint stating the charges in that respect and containing a notice of hearing before the commission, a member thereof, or a hearing examiner at a place therein fixed to be held not less than ten (10) days after the service of the complaint.

(c) The commission, member thereof, or hearing examiner conducting the hearing shall have the power reasonably and fairly to amend any written complaint at any time prior to the issuance of an order based thereon. The respondents shall have like power to amend its answer to the original or amended complaint at any time prior to the issuance of the order. The commissioner assigned to the preliminary hearing of any charge shall take no part in the final hearing except as a witness upon competent matters and will have no part in the determination or decision of the case after hearing.

(d) The respondent shall have the right to file an answer to the complaint and shall appear at the hearing in person or otherwise with or without counsel to present evidence and to examine and cross-examine witnesses.

(e) In any proceeding the commission, its member, or its agent shall not be bound by the rules of evidence prevailing in the courts.

(f) The commission shall in ascertaining the practices followed by the respondent take into account all evidence, statistical or otherwise, which may tend to prove the existence of a predetermined pattern of discrimination in housing.

(g) The testimony taken at the hearing shall be under oath and shall be reduced to writing and filed with the commission. Thereafter, in its discretion, the commission upon notice may take further testimony or hear argument.

(h) If upon all the testimony taken the commission shall determine that the respondent has engaged in or is engaging in unlawful housing practices, the commission shall state its findings of fact and shall issue and cause to be served on the respondent an order requiring the respondent to cease and desist from the unlawful housing practices, and to take such further affirmative or other action as will effectuate the purposes of this chapter.

(2) The commission may also order the respondent to pay the complainant damages sustained thereby; costs, including reasonable attorney's fees incurred at any time in connection with the commission of the unlawful act, and civil penalties, any amounts awarded to be deposited in the state treasury. The civil penalty shall be (i) an amount not exceeding ten thousand dollars (\$10,000) if the respondent has not been adjudged to have committed any prior discriminatory housing practice; (ii) in an amount not exceeding twenty-five thousand dollars (\$25,000) if the respondent has been adjudged to have committed one other discriminatory housing practice

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during the five (5) year period ending on the date of filing this charge; and (iii) in an amount not exceeding fifty thousand dollars (\$50,000) if the respondent has been adjudged to have committed two (2) or more discriminatory housing practices during the seven (7) year period ending on the date of the filing of this charge; except that if the acts constituting the discriminatory housing practice that is the object of the charge are committed by the same natural person who has been previously adjudged to have committed acts constituting a discriminatory housing practice, then the civil penalties set forth in (ii) and (iii) may be imposed without regard to the period of time within which any subsequent discriminatory housing practice occurred. When determining the amount of civil penalties, the commission shall consider as a mitigating factor whether the respondent has acted in good faith and whether the respondent has actively engaged in regular antidiscrimination educational programs. Provided that no order shall affect any contract, sale, encumbrance, or lease consummated before the issuance of the order and involving a bona fide purchaser, encumbrancer or tenant without actual notice of the charge filed under this title.

(i) If the commission shall find that no probable cause exists for crediting the charges, or, if upon all the evidence, it shall find that a respondent has not engaged in unfair housing practices, the commission shall state its findings of fact and shall issue and cause to be served on the complainant an order dismissing the complaint as to the respondent. A copy of the order shall be delivered in all cases to the attorney general and such other public officers as the commission deems proper.

(j) Until a transcript of the record in a case shall be filed in a court as provided in subsection (m), the commission may at any time, upon reasonable notice, and in such manner as it shall deem proper, modify or set aside, in whole or in part, any of its findings or orders.

(k) Until such time as a hearing is convened pursuant to this section, no publicity shall be given to any proceedings before the commission, either by the commission or any employee thereof, the complainant, or the respondent, except that in the event of a conciliation agreement the agreement shall be made public unless the complainant and respondent otherwise agree and the commission determines that disclosure is not required to further the purposes of this chapter. After the complaint issues and before an order issues, the commission shall not initiate any public notice of any charge or complaint before the commission, however, the commission may respond to inquiries about the status of a complaint.

(l) A complainant may seek a right to sue in state court if not less than one hundred and twenty (120) days and not more than two (2) years have elapsed from the date of filing of a charge, if the commission has been unable to secure a settlement agreement or conciliation agreement and if the commission has not commenced hearing on a complaint. The commission shall grant the right to sue within thirty (30) days after receipt of the request. This shall terminate all proceedings before the commission and shall give to the complainant the right to commence suit in the superior court within any county as provided in § 28-5-28 within ninety (90) days after the granting of the request. Any party may claim a trial by jury. The superior court may make orders

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consistent with subsection (h) and may also award punitive damages and such other damages as the court deems just and proper.

(m) The commission is further empowered to file a complaint in the superior court in any county in which the unlawful housing practice allegedly occurs, or has occurred, or in which a defendant resides or maintains a business office, or in Providence County, seeking injunctive relief, including a temporary restraining order, against the defendant.

(2) No preliminary injunction shall be effective for more than thirty (30) days; provided that, if the defendant has sought judicial review of an order of the commission issued pursuant to this section, or if the commission has sought a decree of the court for the enforcement of the order, the preliminary injunction shall remain in full force and effect until such time as the judicial review or the commission's petition for the decree of enforcement is finally heard and determined.

(3) In any proceeding under this subsection, the commission may, if the prayer of the original or amended complaint so requests, proceed at the proper time to obtain the relief provided in § 34-37-6.

(4) The application by the commission for injunctive relief shall not prevent the commission from continuing to prosecute the proceeding before it out of which the application arises.

(5) Whenever a complaint shall be filed under the provisions of this subsection, the state shall be liable, in an action brought against it, for the payment of such costs and damages as may have been incurred or suffered by the defendant should final judgment be entered upon the complaint in favor of the defendant, or should the commission, having been denied temporary relief after the entry of a restraining order, fail to prosecute the matter further, or should the commission, having been granted temporary relief, fail to prosecute the matter further, unless, in the latter two (2) instances, failure to prosecute is caused by the making of an agreed settlement of any kind with the defendant, including a conciliation agreement.

(6) All proceedings taken pursuant to the provisions of this section shall take precedence over all other civil matters then pending before the court.

(n) When a complaint issues after a finding of probable cause under subsection (b), any party may elect to have the claims asserted in that complaint decided in a civil action in lieu of a hearing under subsections (b) – (k). The election must be made not later than twenty (20) days after the receipt by the electing person of service of the complaint under subsection (b). The person making the election shall give notice of doing so to the commission, the attorney general, and to all other complainants and respondents to whom the charge relates.

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(o) If an election is made under subsection (n):

(1) The complainant, the commission, or the attorney general may commence a civil action on behalf of the aggrieved person in the superior court within any county as provided in § 28-5-28 within ninety (90) days after receipt of notice of an election under subsection (n);

(2) Any party may claim a trial by jury. Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action;

(3) The superior court may make orders consistent with subsection (h) and may also award punitive damages and such damages as the court deems just and proper.

History of Section. (P.L. 1965, ch. 27, § 1; P.L. 1968, ch. 49, § 1; P.L. 1968, ch. 58, § 2; P.L. 1988, ch. 664, § 1; P.L. 1990, ch. 398, § 1.)

SECTION 34-37-5.1

§ 34-37-5.1 Interference, coercion, or intimidation. – It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this chapter. No owner under this chapter or any agent of these shall discriminate in any manner against any individual because he or she has opposed any practice forbidden by this chapter, or because he or she has made a charge, testified, or assisted in any manner in any investigation, proceeding, or hearing under this chapter.

History of Section. (P.L. 1974, ch. 157, § 1; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1.)

SECTION 34-37-5.2

§ 34-37-5.2 Discrimination in brokerage services. – It shall be unlawful to deny any person who meets licensing and other non-discriminatory requirements that are also applied to other applicants and members access to, or membership or participation in, any real estate listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling, leasing, or renting a housing accommodation or to discriminate against him or her in the terms or conditions of the access, membership, or participation on account of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, or familial status.

History of Section. (P.L. 1990, ch. 398, § 2; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

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SECTION 34-37-5.3

§ 34-37-5.3 Fostering of segregated housing prohibited. – It shall be an unlawful discriminatory housing practice to for profit induce, or attempt to induce, any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, sex, sexual orientation, gender identity or expression, age, disability, or familial status.

History of Section.

(P.L. 1990, ch. 398, § 2; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

SECTION 34-37-5.4

§ 34-37-5.4 Discrimination in residential real estate related transactions.

(a) It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available a transaction, or in the terms and conditions of the transaction, because of race, color, religion, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, sex, sexual orientation, gender identity or expression, age, disability, or familial status.

(b) As used in this section, the term "residential real estate-related transaction" means any of the following:

- (1) The making or purchasing of loans or providing other financial assistance:
 - (i) For purchasing, constructing, improving, repairing, or maintaining a dwelling; or
 - (ii) Secured by residential real estate.
- (2) The selling, brokering, or appraising of residential real property.

(c) Nothing in this chapter prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, sex, sexual orientation, gender identity or expression, age, disability, or familial status.

History of Section.

(P.L. 1990, ch. 398, § 2; P.L. 1995, ch. 32, § 2; P.L. 1997, ch. 150, § 8; P.L. 2001, ch. 340, § 2; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

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SECTION 34-37-5.5

§ 34-37-5.5 Freedom of condominium owners and apartment renters to display certain religious items.

(a) Except as otherwise provided by this section, a landlord or owner, as defined in § 34-18-11; a management committee, as defined in § 34-36-3; or an association of unit owners, as defined in § 34-36.1-1.03 (hereinafter "property owners"); may not enforce or adopt a restrictive covenant or otherwise prohibit a unit owner or tenant from displaying or affixing on the entry to the unit owner's or tenant's dwelling one or more religious items, the display of which is motivated by the unit owner's or tenant's sincere religious belief.

(b) This section does not prohibit the enforcement or adoption of a covenant that, to the extent allowed by the constitutions of this state and the United States, prohibits the display or affixing of a religious item on the entry to the unit owner's or tenant's dwelling that:

- (1) Threatens the public health or safety;
- (2) Violates the provisions of chapter 37 of title 34 or any other state or federal law barring discrimination in housing, or any other law;
- (3) Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the unit owner's or resident's dwelling; or
- (4) Individually, or in combination with each other religious item displayed or affixed on the entry door or door frame, has a total size of greater than twenty-five (25) square inches.

(c) Except as otherwise provided, this section does not authorize a unit owner or tenant to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenant governing the dwelling.

(d) A property owner's association may remove an item displayed in violation of a restrictive covenant permitted by this section.

History of Section.(P.L. 2015, ch. 174, § 1; P.L. 2015, ch. 184, § 1.)

SECTION 34-37-6

§ 34-37-6 Judicial review and enforcement.

(a) Any complainant, intervener, or respondent claiming to be aggrieved by a final order of the commission may obtain judicial review thereof, and the commission may obtain an order of court for its enforcement, in a proceeding as provided in this section. The proceeding shall be brought in the superior court of the state within any county wherein the unlawful housing practices which are the subject of the commission's order were committed or wherein any respondent, required in the order to cease and desist from unfair housing practices or to take other affirmative action, resides or transacts business.

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(b) The proceeding shall be initiated by the filing of a petition in the court, and the service of a copy of the petition upon the commission and upon all parties who appeared before the commission. Thereupon the court shall have jurisdiction of the proceeding and of the questions determined therein, and shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in the transcript an order enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the commission.

(c) An objection that has not been urged before the commission, its member, or agent shall not be considered by the court, unless the failure or neglect to urge the objection shall be excused because of extraordinary circumstances.

(d) If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that the additional evidence is material and that there were reasonable grounds for the failure to adduce the evidence in the hearing before the commission, its member, or agent, the court may order the additional evidence to be taken before the commission, its member, or agent and to be made a part of the transcript.

(e) The commission may modify its findings as to the facts, or make new findings, by reason of additional evidence so taken and filed. The commission shall file the modified or new findings and its recommendations, if any, for the modification or setting aside of its original order.

(f) The jurisdiction of the court shall be exclusive and its judgment and order shall be, when necessary, subject to review by the supreme court as provided by law, to which court appeal from the judgment and order may be made as provided by law.

(g) The commission's copy of the testimony shall be available at all reasonable times to all parties without cost of examination and for the purposes of judicial review of the order of the commission. The petition shall be heard on the transcript of the record without requirement of printing.

(h) The commission may appear in court by its own attorneys.

(i) If no proceeding to obtain judicial review is instituted by a complainant, intervener, or respondent within thirty (30) days from the service of an order of the commission pursuant to subsection (h) of § 34-37-5, the commission or the complainant may obtain a decree of the court for the enforcement of the order upon showing that respondent is subject to the commission's jurisdiction, and resides or transacts business within the county in which the petition for enforcement is brought.

(j) The commission may proceed in the same manner as provided in § 28-5-13 as to the powers, duties, and rights of the commission, its members, hearing examiners, the complainant, intervener, and respondent.

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SECTION 34-37-8

§ 34-37-8 Appropriation. – The general assembly shall annually appropriate such sums as is deemed necessary to carry out the purposes of this chapter; and the state controller is hereby authorized and directed to draw his or her orders upon the general treasurer for the payment of such sum or so much thereof as may be required from time to time upon the receipt by him or her of properly authenticated vouchers.

History of Section. (P.L. 1965, ch. 27, § 1.)

SECTION 34-37-9

§ 34-37-9 Construction. – The provisions of this chapter shall be construed liberally for the accomplishment of the purposes intended and any provisions of any law inconsistent with any provisions hereof shall not apply. Nothing contained in this chapter shall be construed to repeal any of the provisions of any law of the state prohibiting discrimination based on race or color, religion, sex, marital status, military status as a veteran with an honorable discharge or an honorable or general administrative discharge, servicemember in the armed forces, country of ancestral origin, disability, age, or familial status. Nothing contained in this chapter shall restrict the original jurisdiction of the courts to proceed with evictions as provided in chapter 18 of this title.

History of Section. (P.L. 1965, ch. 27, § 1; P.L. 1988, ch. 455, § 1; P.L. 1990, ch. 398, § 1; P.L. 1997, ch. 150, § 8; P.L. 2015, ch. 161, § 1; P.L. 2015, ch. 180, § 1.)

SECTION 34-37-10

§ 34-37-10 Severability. – If any clause, sentence, paragraph, or part of this chapter or the application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, that judgment shall not affect, impair, or invalidate the remainder of this chapter or its application to other persons or circumstances.

History of Section. (P.L. 1965, ch. 27, § 1.)

SECTION 34-37-11

§ 34-37-11 Short title. – This chapter may be cited as "The Rhode Island Fair Housing Practices Act".

History of Section. (P.L. 1965, ch. 27, § 1.)