

2013 -- S 0042 SUBSTITUTE A

LC00104/SUB A

STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2013

A N A C T

RELATING TO MILITARY AFFAIRS - LEASE TERMINATIONS FOR ACTIVE DUTY  
MILITARY

Introduced By: Senators DiPalma, Felag, Ottiano, Pichardo, and Satchell

Date Introduced: January 16, 2013

Referred To: Senate Judiciary

It is enacted by the General Assembly as follows:

1 SECTION 1. Title 6 of the General Laws entitled "Commercial Law - General  
2 Regulatory Provisions" is hereby amended by adding thereto the following chapter:

3 CHAPTER 54

4 MILITARY LEASES OF MOTOR VEHICLES

5 **6-54-1. Lease of motor vehicle by active duty armed forces member - Unilateral**  
6 **termination of lease under certain circumstances.** – (a) A lease of a motor vehicle used, or  
7 intended to be used, by a servicemember, or a servicemember's dependents, may be unilaterally  
8 terminated if:

9 (1) The lease is executed by or on behalf of a person who thereafter, and during the term  
10 of the lease, enters military service under a call or order specifying a period of not less than one  
11 hundred eighty (180) days, or who enters military service under a call or order specifying a period  
12 of one hundred eighty (180) days or less, and who, without a break in service, receives orders  
13 extending the period of military service to a period of not less than one hundred eighty (180)  
14 days; or

15 (2) The servicemember, while in military service, executes the lease and thereafter  
16 receives military orders for a change of permanent station to a location outside the continental  
17 United States or to deploy with a military unit, or as an individual in support of a military  
18 operation, for a period of not less than one hundred eighty (180) days.

1           **(b) The date of the termination of the lease shall be effective only upon:**

2           **(1) The delivery of written notice of the termination from the lessee and a copy of the**  
3 **servicemember's military orders to the lessor (or the lessor's grantee), or to the lessor's agent (or**  
4 **the agent's grantee); and**

5           **(2) The motor vehicle is returned by the lessee to the lessor (or the lessor's grantee), or to**  
6 **the lessor's agent (or the agent's grantee), not later than fifteen (15) days after the date of the**  
7 **delivery of written notice.**

8           **(c) Upon termination, the lessor may not impose an early termination charge, but the**  
9 **lessee shall be responsible for the prorated amount of the lease due for the period preceding the**  
10 **effective date of the lease termination, including any taxes, summonses, title, and registration**  
11 **fees, or other obligations and liabilities of the lessee in accordance with the terms of the lease,**  
12 **including reasonable charges to the lessee for excess wear or use and mileage, that are due and**  
13 **unpaid at the time of termination of the lease.**

14           **(d) Joint leases. A lessee's termination of a lease pursuant to this section shall terminate**  
15 **any obligation a dependent of the lessee may have under the lease.**

16           SECTION 2. Section 34-18-15 of the General Laws in Chapter 34-18 entitled  
17 "Residential Landlord and Tenant Act" is hereby amended to read as follows:

18           **34-18-15. Terms and conditions of rental agreement. --** (a) A landlord and a tenant  
19 may include in a rental agreement terms and conditions not prohibited by this chapter or other  
20 rule of law, including rent, term of the agreement, and other provisions governing the rights and  
21 obligations of the parties.

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

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

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

31           (e) A tenant who is sixty-five (65) years of age or older or who will turn sixty-five (65)  
32 during the term of a rental agreement for a dwelling unit may terminate such a rental agreement  
33 in order to enter a residential care and assisted living facility, as defined in section 23-17.4-2, a  
34 nursing facility, or a unit in a private or public housing complex designated by the federal

1 government as housing for the elderly. The tenant may terminate the rental agreement by notice  
2 given in writing to the usual person to whom rental payments are made. The notice shall be  
3 accompanied by documentation of admission or pending admission to a facility or housing  
4 complex described in this section. Termination of the rental agreement shall be effective no  
5 earlier than forty-five (45) days after the first rental payment due date following delivery of  
6 written notice of termination.

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

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

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

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

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

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

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

29 (5) Rent paid in advance. Rents or lease amounts paid in advance for a period after the  
30 effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the  
31 lessor's assignee or the assignee's agent) within thirty (30) days of the effective date of the  
32 termination of the lease.

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

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

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF

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RELATING TO MILITARY AFFAIRS - LEASE TERMINATIONS FOR ACTIVE DUTY  
MILITARY

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- 1           This act would determine the time frames for termination of leases of vehicles and real
- 2   estate for active duty members of the armed forces or members of the national guard or reserves.
- 3           This act would take effect upon passage.

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