TIME LINE

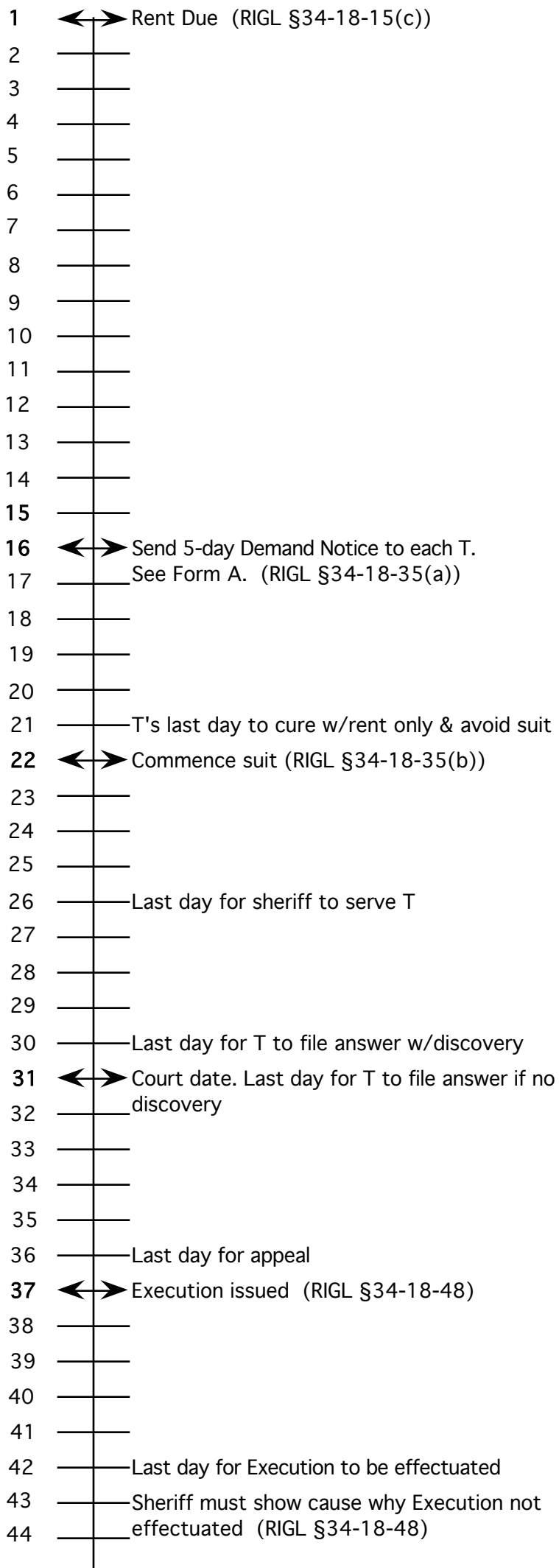**9-DAY T&E FOR**

NONPAYMENT OF RENT

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1   ←→ Rent Due (RIGL §34-18-15(c))

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Day 2-21
Any T can cure default by paying
full amount of rent prior to
commencement of suit.
(RIGL §34-18-35(e))

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16 ←→ Send 5-day Demand Notice to each T.
See Form A. (RIGL §34-18-35(a))

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21 —— T's last day to cure w/rent only & avoid suit

Day 22-31
T can at any time up to and including the
date of hearing pay the full amount of rent
in arrears plus court costs, if and only if T
has not received a 5-day Demand within
six months preceding commencement of
suit. (RIGL §34-18-35(e))

22 ←→ Commence suit (RIGL §34-18-35(b))

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26 —— Last day for sheriff to serve T

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30 —— Last day for T to file answer w/discovery

Day 31-36
To appeal, T must pay appeal fee and
T must pay rent while appeal
pending. (RIGL §34-18-52)

31 ←→ Court date. Last day for T to file answer if no
discovery

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36 —— Last day for appeal

37 ←→ Execution issued (RIGL §34-18-48)

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42 —— Last day for Execution to be effectuated

43 —— Sheriff must show cause why Execution not
44   effectuated (RIGL §34-18-48)

<u>NOTES</u>:

1. Acceptance of rent with knowledge of a default by T constitutes a waiver of the right to terminate
   the tenancy for that default <u>UNLESS</u> written notice is given to T within 10 days that right to terminate
   is not waived. See Form B. (RIGL §34-18-41)

2. Within 20 days after the later of either termination of the tenancy, delivery of possession, or the T's
   providing a forwarding address, a Notice must be sent to T returning the full amount of the security
   deposit given, less only such amounts as are <u>ITEMIZED</u> in the Notice for unpaid accrued rent and
   physical damage beyond ordinary wear and tear. See Form C. (RIGL §34-18-19(b))