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## Naughton v. Guilloteau, 219 A.3d 742 (R.I. 2019)

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**Property Law.** *Naughton v. Guilloteau*, 219 A.3d 742 (R.I. 2019). A tenant must pay the amount equal to the rent for the premises even while a controversy between the tenant and landlord is on appeal. The appeal may be dismissed if the landlord shows nonpayment of rent by the tenant.

#### FACTS AND TRAVEL

On July 23, 2018, tenant Tara Mae Naughton paid her landlords, Billy and Rodolphe Guilloteau (the Guilloteaus), to rent an apartment.<sup>1</sup> The parties had agreed to a price of \$1,000 per month along with a \$2,000 deposit.<sup>2</sup> The next day, Naughton moved into the apartment.<sup>3</sup> Thereafter, Naughton stopped making payments on her rent, claiming that she was not satisfied with the condition of the apartment.<sup>4</sup>

On October 25, 2018, the Guilloteaus served Naughton with notice of nonpayment of the rent.<sup>5</sup> The notice was a five-day demand notice for the nonpayment.<sup>6</sup> Naughton did not pay the rent amount within the five days, and the Guilloteaus filed a complaint in the Sixth Division District Court for eviction on November 1, 2018.<sup>7</sup> The complaint alleged that Naughton owed a number of back payments, specifically \$2,000 in rent.<sup>8</sup>

An eviction hearing was held on November 13, 2018.<sup>9</sup> The hearing judge entered judgment for the landlords.<sup>10</sup> Naughton timely appealed the judgment on November 19, 2018, and both

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1. *Naughton v. Guilloteau*, 219 A.3d 742, 742 (R.I. 2019).

2. *Id.*

3. *Id.*

4. *Id.*

5. *Id.*

6. *Id.*

7. *Id.*

8. *Id.*

9. *Id.*

10. In addition, the judge directed that Naughton pay the landlords \$1,250 in damages along with \$145.75 in additional costs. *Id.*

parties appeared *pro se* in front of the Superior Court for the appeal on November 30.<sup>11</sup> Upon review of the appeal, the trial judge dismissed the appeal on the merits.<sup>12</sup> Naughton again filed a timely notice of appeal to the Rhode Island Supreme Court on December 3, 2018.<sup>13</sup>

On appeal to the Supreme Court, Naughton argued that the lower court justice erred in dismissing the previous appeal.<sup>14</sup> Naughton maintained that the defects in her apartment warranted nonpayment, and she requested that the Supreme Court dismiss the lower court's judgment.<sup>15</sup>

#### ANALYSIS AND HOLDING

The Court reviewed the appeal in a deferential manner: the appeal would only be overturned if the Supreme Court determined that the trial justice was clearly wrong or overlooked evidence.<sup>16</sup> However, the Court did not reach the merits of Naughton's claim.<sup>17</sup>

Naughton had failed to make rent payments while the appeal was still pending.<sup>18</sup> According to sections 34-18-52 and -53 of the Rhode Island General Laws, the tenant must pay the landlord the money equal to rent while the appeal is pending.<sup>19</sup> Under Rhode Island law, if the tenant fails to pay such sums, the appeal should be dismissed.<sup>20</sup> Previously, the Court has explained that "landlords who obey the law and perform the obligations imposed upon them by . . . statute are entitled to the benefits that [the statute] provides."<sup>21</sup> After the Guilloteaus were able to show evidence of nonpayment, the appeal was subject to dismissal pursuant to section 34-18-53.<sup>22</sup> Naughton did not contest the nonpayment of the

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11. *Id.*

12. *Id.* The trial judge entered judgment for the Guilloteaus in the amount of \$2,033 and for possession of the property. *Id.*

13. *Id.*

14. *Id.*

15. *Id.*

16. *Id.* at 742–43 (quoting *Bernier v. Lombardi*, 793 A.2d 201, 202 (R.I. 2002)).

17. *Id.* at 743.

18. *Id.*

19. *Id.*

20. *Id.* (quoting *Brooks v. Hill*, 667 A.2d 1262, 1263 (R.I. 1995)).

21. *Id.*

22. *Id.*

rent; in fact, as of the Court's writing, Naughton still had not paid the rent due.<sup>23</sup> Accordingly, the Court found that the trial justice's dismissal of Naughton's appeal was proper.<sup>24</sup> The Court affirmed the judgment of the lower court and remanded to that tribunal.<sup>25</sup>

#### COMMENTARY

The Rhode Island Supreme Court denied review of the merits of the case because the trial justice of the lower court properly dismissed the controversy pursuant to General Laws section 34-18-53.<sup>26</sup> The Court reasoned that any landlord is entitled to protection under those sections of the General Laws if the landlord performs their obligations pursuant to the statute.<sup>27</sup> Interestingly, the Court did not name what those obligations were under the statute.

In this case, the Rhode Island Supreme Court sought to provide protection for landlords under the statute. The facts of this case clearly indicate that Naughton did not pay rent due on the premises. The Court makes clear that this is a bright-line rule. The statute called for the dismissal of an appeal if the tenant in the action does not pay while the action is on appeal in the Superior or Supreme Court. Because the tenant failed to pay her rent during the appeal, the Court refused to turn to the merits of the case. The holding of the case illustrates the strength of section 34-18-53. A tenant must pay the rent that was due under the lease agreement, regardless of the validity of their claims against the landlord.

#### CONCLUSION

The Rhode Island Supreme Court held that the dismissal of the action between Tara Naughton and the Guilloteaus was proper

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23. *Id.*

24. *Id.*

25. *Id.*

26. *Id.*

27. *Id.* (quoting *Russo v. Fleetwood*, 713 A.2d 775, 777 (R.I. 1998)). The statute states:

[W]henever 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 . . . sums shall be paid at such times and in such amounts as rent would be due and payable were the action not pending.

34 R.I. GEN. LAWS § 34-18-52 (2013).

pursuant to section 34-18-52 and -53.<sup>28</sup> Because dismissal was proper, the Court affirmed the judgment of the Superior Court.<sup>29</sup> The Court did not reach the merits of the appeal because of the language of the statute.

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28. *Guilloteau*, 219 A.3d at 743.

29. *Id.*