

STATE OF RHODE ISLAND
PROVIDENCE, SC.

DISTRICT COURT
SIXTH DIVISION

ESTEVEN RIVERA, SYLVIA RIVERA,
JORDAN TOWNS, AND KRYSTIE WOOD

VS.

C.A. NO.: 6CA-2024-0134

JEFFREY BUTLER; ELMWOOD REALTY, LLC

AGREEMENT AND CONSENT ORDER

The Plaintiffs, Jordan Towns and Krystie Wood, and Defendants, Jeffrey Butler and Elmwood Realty, LLC, (hereinafter referred to as “The Parties”) agree as follows to resolve all issues not expressly reserved in this Agreement and Consent Order as to claims presented in the Verified Complaint and Motion for Restraining Order filed by and on behalf of tenants Towns and Wood:

1. Defendants Jeffrey Butler and Elmwood Realty, LLC and their related entity Elmwood Realty North, LLC, while expressly reserving the bases of any previous action for possession or eviction proceedings based upon the Notices of Termination of Tenancy issued to Jordan Towns as of the day of this Consent Order, shall not institute or maintain any action on the same until the resolution of claims made in the instant matter.
2. Plaintiff Jordan Towns and Defendants will work together to identify mutually agreeable times for access to the rental unit when renovation or repairs need to be performed in the rental unit.
3. Plaintiff Jordan Towns will not deny Defendants’ reasonable requests for access to his rental unit in compliance with the notice requirements of Landlord Tenant Act for purposes of addressing necessary repairs;
4. Defendants further agree that any Notice of Termination of Tenancy of Jordan Towns made as of the date of this Consent Order shall not be pursued, and Mr. Towns has complied with his obligation to allow access to his rental unit and is considered to be a tenant in good standing with the landlord as of the date of this Consent Order;
5. Defendants further agree that they shall not commence or pursue eviction proceedings against Jordan Towns either based upon him joining a tenant’s union or similar organization, or because 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;

6. Defendants retain all statutorily created rights to institute or pursue eviction proceedings should the Plaintiff, Jordan Towns fail to comply with the terms of the rental agreement or the Rhode Island Landlord Tenant Act, or for any other legally meritorious reason;
7. Defendants Jeffrey Butler and Elmwood Realty, LLC and their related entity Elmwood Realty North, LLC, while expressly reserving the bases of any previous action for possession or eviction proceedings based upon the Notices of Termination of Tenancy issued to Krystie Wood as of the day of this Consent Order, shall not institute or maintain any action on the same until the resolution of claims made in the instant matter.
8. Plaintiff Krystie Wood and Defendants will work together to identify mutually agreeable times for access to the rental unit when renovation or repair needs to be performed in the rental unit.
9. Plaintiff Krystie Wood will not deny Defendants' reasonable requests for access to her rental unit in compliance with the notice requirements of the Landlord Tenant Act for the purposes of addressing necessary repairs.
10. Defendants further agree that they shall not commence or pursue eviction proceedings against Krystie Wood either based upon her joining a tenant's union or similar organization, or because 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;
11. Defendants retain all statutorily created rights to institute or pursue future eviction proceedings should the Plaintiff, Krystie Wood fail to comply with either the terms of the rental agreement or the Rhode Island Landlord Tenant Act, or for any other legally meritorious reason;
12. Defendants agree to remove all notices from all rental properties owned and/or managed by the defendants and related entities under their control which instruct tenants that representatives from a tenants' union or similar organization are denied access to the property and/or state that the tenants' tenancies will be affected should they disregard the notices barring representatives from a tenants' union or similar organization.
13. Defendants acknowledge that it is legal and within their rights for tenants to speak with representatives from tenants' union or similar organization, and that it is legal and within their rights for tenants to invite representatives from a tenants' union or similar organization into their homes.

14. The execution of this Consent Order, by and through counsel, shall not be pled as an admission of liability on the part of any person, business entity or corporation identified herein;

15. The parties agree that this Consent Order does not resolve all the issues and claims presented in the instant litigation and expressly reserve resolution of claims pursuant to R.I.G.L. §34-18-34 and §34-18-46. Should the parties be unable to resolve these reserved issues the matter is set for hearing on February 29, 2024.

Plaintiffs

By their Attorneys,

/s/ Jennifer L. Wood

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Date: February 2, 2024

ENTER:

/s/ William J. Trezvant

Defendants

By their Attorney,

/s/ Robert P. Corrigan

Robert P. Corrigan, Esquire (4233)

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PER ORDER:

/s/ Waleda Shepard

Date: 2/5/2024