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1997 Survey of Rhode Island Law: Legislation: Property Law: An Act Relating to Mechanics' Liens - Leased Equipment

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Property Law. *An Act Relating to Mechanics' Liens.* Provides that the words "material" and "materials" as used in the Mechanics' Lien Statute shall be interpreted to include equipment which is rented or leased. Effective, July 7, 1997. 1997 R.I. Pub. Laws ch. 361.

This Legislation (the Act) adds a requirement to Rhode Island's Mechanics' Lien statute. The Mechanics' Lien statute provides that whenever any person undertakes construction, repairs or improvements on land with the consent of the owner, the owner stands liable and subject to liens for the work done and for the materials provided.¹ The purpose of the statute is to "prevent unjust enrichment by one person at the expense of another."²

The Act provides that the "term 'material' or 'materials' . . . shall . . . include the rental or lease of any equipment."³ Before this legislation, the Rhode Island Supreme Court specifically stated that the "rental of equipment will not serve as the basis for a mechanic's lien."⁴ Recognizing this result to be inequitable because the equipment used does add value to the land, the court suggested that the General Assembly should amend the statute as other jurisdictions have done in order to remedy this inequity.⁵ Until that point, the court felt it could not include rented equipment as part of a mechanic's lien.⁶

The Act instructs the courts, when giving meaning to the terms "material" and "materials," to include rented or leased equipment.⁷ Further, the Mechanics' Lien statute requires any person furnishing materials to an owner, tenant, lessee or partial owner to file a notice of intention in order to claim a lien for the materials.⁸ Any person providing these materials needs to include

1. R.I. Gen. Laws § 34-28-1 (1995). Tenants or lessees and partial owners are similarly liable for consenting to work performed on their property. *Id.* §§ 34-28-2, -3 (1995).

2. *Tilcon Gammino, Inc. v. Commercial Assocs.*, 570 A.2d 1102, 1107 (R.I. 1990).

3. R.I. Gen. Laws § 34-28-3.1 (Supp. 1997).

4. *Logan Equip. Corp., v. Profile Constr. Co.*, 585 A.2d 73, 75 (R.I. 1991).

5. *See id.*

6. *See id.*

7. R.I. Gen. Laws § 34-28-3.1.

8. *Id.* § 34-28-4(a) (1995).

rented or leased equipment on the notice of intention or this claim will be void.⁹

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9. *See id.* (“[A]ll liens claimed or that could be claimed . . . shall be void and wholly lost to any person . . . unless the person shall . . . file a copy of such notice of intention [to furnish materials] in the records of land evidence in the city or town where the land . . . is located.”).