HB 1598-FN - VERSION ADOPTED BY BOTH BODIES

19Feb2026... 0463h
05/07/2026 1771s
4Jun2026... 2159EBA

2026 SESSION

26-3181
07/06

HOUSE BILL ***1598-FN***

AN ACT relative to notice and proceedings for tenants and landlords engaged in eviction processes.

SPONSORS: Rep. Dumont, Hills. 13; Rep. Cole, Hills. 26; Rep. Beaulier, Graf. 1; Rep. Ulery, Hills. 13; Sen. Carson, Dist 14

COMMITTEE: Housing

AMENDED ANALYSIS

This bill amends various landlord/tenant laws to makes it easier for landlords to evict tenants for non-payment of rent or for a material breach of a rental agreement.

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Explanation: Matter added to current law appears in ***bold italics.***
Matter removed from current law appears [~~in brackets and struckthrough.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

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STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty-Six

AN ACT relative to notice and proceedings for tenants and landlords engaged in eviction processes.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 Actions Against Tenants; Writ; Service; Discovery; Record; Default. Amend RSA 540:13, II-V to read as follows:

II. The writ shall be accompanied by a notice from the district court, printed in no smaller than 12-point type, informing the tenant that:

(a) If the tenant wishes to contest the eviction, he [~~must~~] ***or she shall*** file an appearance in the district court no later than the return day appearing on the writ ***and file an answer not more than 5 days after the return date stating the defendant's affirmative defenses and/or counterclaims***.

(b) The tenant shall not be evicted unless the court so orders; however, such an order may be granted if the tenant does not file an appearance.

(c) At the time the tenant files his appearance, he ***or she*** may request that the court make a sound recording of the eviction hearing by checking an appropriate box on the appearance form.

(d) If the tenant wishes to appeal the district court's decision, he [~~must~~] ***or she shall***:

(1) File a notice of intent to appeal with the district court within 7 days of the notice of the district's decision; and

(2) File a notice of appeal in the supreme court within 30 days of the notice of the district court's decision; and

(3) Pay all rent, as it comes due, between the date of the notice of intent to appeal the district court's decision and the final disposition of the appeal.

(e) If the tenant files any post-judgement motions, including, but not limited to, a motion for reconsideration, the tenant shall pay all rent, as it comes due, between the date of the motion and the final ruling on the motion.

III. The writ of summons and the notice provided in paragraph II shall be returnable 7 days from the date of service of the writ by the sheriff. The writ of summons shall provide an opportunity for the landlord, at the landlord's option, to make a claim for an award of unpaid rent. If the landlord elects to make a claim for unpaid rent, the court shall consider any defense, claim, or counterclaim ***pled*** by the tenant which offsets or reduces the amount owed to the plaintiff. If the court finds that the landlord is entitled to possession on the ground of nonpayment of rent, it shall

also award the landlord a money judgment. If the court determines that the amount owed by the landlord to the tenant, as a result of set-off or counterclaim exceeds or equals the amount of rent and other lawful charges owed by the tenant to the landlord, judgment in the possessory action shall be granted in favor of the tenant. If the court finds that the tenant's counterclaim exceeds the amount of the nonpayment, a money judgment shall issue in favor of the tenant. Any decision rendered by the court related to a money judgment, shall be limited to a maximum of $1,500 and shall not preclude either party from making a subsequent claim in a court of competent jurisdiction to recover any additional amounts not covered by the $1,500 judgment.

IV. Both parties shall have a right to engage in discovery prior to the hearing on the merits within such time frame as may be established for eviction actions by the Rules of the District Court***, provided, absent good cause or agreement of the parties, any motion for continuance to allow time to complete discovery shall be filed no later than 5 days after the return day appearing on the writ. Any party that requests discovery shall state the defense, claim, or counterclaim relevant to the request***.

IV-a. If the tenant raises a defense at the hearing on the merits that the landlord did not have prior notice of, the landlord shall be entitled to a continuance of the hearing not to be more than 7 days unless the landlord requests a longer time to prepare a response.

V. If the tenant files an appearance, a hearing shall be scheduled to occur within 10 days after such filing, with allowance for additional time pursuant to paragraph IV, with notice of the hearing mailed to the parties no fewer than 6 days prior to the hearing. If the tenant fails to file an appearance or fails to appear at the hearing on the merits, ***the tenant shall be considered in default, and*** the court shall mail a notice of default to the [~~address~~] ***addresses*** set forth on the summons [~~at least 3 days prior to the issuance of the writ of possession.~~] ***the day following default. If both the plaintiff and defendant appeared at the hearing on the merits, the court shall mail a notice of judgment to the addresses set forth on the summons as soon as possible, but no later than 2 days after the hearing on the merits. Seven days after mailing such notice, if the prevailing party was the landlord, then the court shall enter judgment for the landlord and issue the writ of possession forthwith.***

V-a. Any motion to continue or otherwise delay the hearing on the merits should not be granted without good cause or by agreement of the parties.

2 Actions Against Tenants; Discretionary Stay Dependent on Payment of Rent. Amend RSA 540:13-c, I to read as follows:

I. ***Any tenant default under this chapter shall preclude any discretionary stay.*** If the defendant [~~defaults, or~~] confesses judgment, or if on trial the court rules that the landlord has sustained his complaint, judgment shall be rendered that the landlord recover possession of the premises and costs. A writ of possession shall be issued, provided that, the court may order the tenant shall not be dispossessed until a date not later than [~~3 months~~] ***60 days, unless the***

defendant proves that a longer discretionary stay will not result in financial harm to the plaintiff, damage to the premises, or ongoing threats to the health or safety of the landlord or other tenants, and that the defendant needs additional time due to factors such as tenant age, familial status, disability, or limited English proficiency, whereupon the court may grant a discretionary stay of not more than 75 days from such [~~default,~~] confession of judgment[~~,~~] or ruling of the court ***that the landlord has sustained his or her complaint***, provided the court decides that under all the circumstances justice requires such stay, based on the reasonableness and good faith of the parties in their respective reports, complaints, demands, and evidence. In the event of any such stay of dispossession, the tenant shall pay the landlord weekly in advance the weekly former rent, or the proportional weekly part of the former rent if rent was payable less often than weekly, and on default of any such advance weekly payment a writ of possession shall be issued ***forthwith*** and the sheriff shall evict the tenant as soon as possible.

3 New Paragraph; Actions Against Tenants; Judgment. Amend RSA 540:14 by inserting after paragraph IV the following new paragraph:

V. No delay of service by the sheriff shall later invalidate a writ of possession that was valid when the plaintiff directed the sheriff to serve it.

4 Prohibited Practices and Security Deposits; General Prohibitions. Amend RSA 540-A:2 to read as follows:

540-A:2 General Prohibition.

I. No landlord shall willfully violate a tenant's right to quiet enjoyment of his tenancy or attempt to circumvent lawful procedures for eviction pursuant to RSA 540. [~~No tenant shall willfully damage the property of the landlord or prevent completion of necessary repairs or willfully deny tenants their right to quiet enjoyment of their tenancies.~~]

II. No tenant, members of the tenant's household, guests, or other occupants of the premises shall willfully damage the property of the landlord or willfully deny tenants their right to quiet enjoyment of their tenancies.

III. No tenant, members of the tenant's household, guests or other occupant of the premises shall willfully engage in behavior which unreasonably and adversely affects the health or safety of other tenants, the landlord, or the landlord's agent; or willfully prevent the landlord from making emergency repairs.

5 Prohibited Practices and Security Deposits; Remedies. Amend RSA 540-A:4, VII to read as follows:

VII. Upon a [~~showing~~] ***ruling of the court following a hearing on the merits*** of a violation of RSA 540-A:2 or RSA 540-A:3, I, II, or III, the court shall grant such relief as is necessary to protect the rights of the parties. Such relief may include:

(a) An order prohibiting the defendant from continuing the activity or activities which violate RSA 540-A:2 or RSA 540-A:3; [~~and~~]

(b) An order that the defendant, members of a tenant's family, guests or occupants must immediately vacate the rented or leased premises and not return to the rented or leased premises or the common areas of such without further order of the court. Such order shall only be issued against the person or persons who have been found to have violated RSA 540-A:2, III; and

(c) At least 5 days prior to the hearing on the merits the parties shall provide each other with a copy of each document he or she intends to offer into evidence, which may be done electronically. If either party fails to comply with this requirement, upon the request of the party who did not receive the documents, the court shall continue the hearing for no more than 5 days.

[~~(b)~~] ***(d)*** An award of damages to the plaintiff for the violations of RSA 540-A, breach of warranty of habitability, breach of the covenant of quiet enjoyment or any other claim arising out of the facts alleged in the plaintiff's petition.

[~~(c)~~] ***(e)*** For purposes of RSA 540-A:3, IX:

(1) When the defendant claims to be a subtenant or an implied tenant, the defendant shall bear the burden of proof to establish such status. Evidence to prove tenancy may include, but is not limited to:

(A) An unexpired written lease signed and dated by the tenant and landlord or the tenant and landlord's agent;

(B) A copy of canceled checks or money orders dated within one month of date-of-offer of such proof, indicating it was paid to the landlord or landlord's agent and which was made by, or on behalf of, the tenant;

(C) A copy of cash rent receipts dated within one month of date-of-offer of such proof, that was signed and dated by the landlord or landlord's agent;

(D) Written proof of rent payment made within one month of date-of-offer of such proof from Venmo, ACH payment, EFT payment, or other electronic direct payment methods to the account of the landlord or landlord's agent; or

(E) Copy of emails, texts, or other electronic messages which when taken together establish an agreement between the landlord or landlord's agent that the occupant may reside at the premises.

(2) This subparagraph shall not be construed to prevent an occupant claiming to be an implied tenant from presenting evidence in support of their claim that based on the totality of the circumstances the landlord, landlord's agent, or non-rental owner impliedly agreed to allow the occupant to reside at the premises.

(3) By itself, evidence of utilities, other services, IDs, or documents showing the address of the residence shall not be sufficient evidence without authorizing documentation from the lessor or the non-rental owner.

(4) In all cases if the court rules in favor of the plaintiff, the court shall order the immediate removal of the unauthorized occupants by law enforcement and the plaintiff shall be awarded actual damages or $1000, whichever is greater.

(5) If the court finds that the occupant sublet from the tenant but the lease between the landlord and the tenant prohibits subletting, and the occupant failed to establish being an implied tenant, the plaintiff may dispose of any remaining personal property as they see fit after 48-hours notice to the occupants. Notwithstanding RSA 540-A:4, [~~VII(e)(4)~~] ***VII(e)(4)***, in such cases damages shall not be awarded to the plaintiff.

(6) In all other cases of non-rental property and rental property, plaintiff may dispose of any remaining personal property as they see fit and without notice to the occupants and occupants may be arrested for trespass.

(7) If the court rules in favor of the occupants, then the occupants shall not be removed from the premises. Such ruling shall be without prejudice to any subsequent possessory action filed pursuant to RSA 540.

6 Prohibited Practices And Security Deposits; Prohibited Practices; Certain Specific Acts Prohibited. Amend RSA 540-A:3, V to read as follows:

V. No tenant shall willfully [~~refuse the landlord access to the premises to make necessary repairs~~] ***prevent completion of necessary repairs***, or ***refuse the landlord access*** to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

7 Effective Date. This act shall take effect 90 days after its passage.

LBA
26-3181
Revised 5/15/26

HB 1598-FN- FISCAL NOTE

AS AMENDED BY THE SENATE (AMENDMENT # 2026-1771s)

AN ACT relative to notice and proceedings for tenants and landlords engaged in eviction processes.

FISCAL IMPACT: This bill does not provide funding, nor does it authorize new positions.

Estimated State Impact				
	FY 2026	**FY 2027**	**FY 2028**	**FY 2029**
Revenue	$0	$0	$0	$0
Revenue Fund(s)	None			
Expenditures*	$0	Indeterminable Increase $50,000 to $250,000	Indeterminable Increase $50,000 to $250,000	Indeterminable Increase $50,000 to $250,000
Funding Source(s)	General Fund			
Appropriations*	$0	$0	$0	$0
Funding Source(s)	None			

***Expenditure = Cost of bill** ***Appropriation = Authorized funding to cover cost of bill**

METHODOLOGY:

This bill modifies landlord and tenant eviction procedures for cases involving nonpayment of rent or material breach of a rental agreement. The bill revises notice, hearing, and eviction procedures, limits continuances and discretionary stays, and modifies certain landlord and tenant rights and remedies.

The Judicial Branch states there were 5,736 landlord-tenant cases filed in calendar year 2024, the majority of which were eviction cases. The Branch states this bill will require the creation of new forms, revised court procedures, updated training materials, and modifications to the court's case management system. The Branch assumes the expedited timing of eviction matters will require additional staffing to manage accelerated scheduling and related case processing demands. The Branch estimates the additional administrative and case processing responsibilities will result in indeterminable expenditures between $50,000 and $250,000 beginning in FY 2027.

AGENCIES CONTACTED:

Judicial Branch