

SUPREME COURT OF RHODE ISLAND

Pioneer Investments, LLC v. Nicole McKiernan

Supreme Court No. 2024-340-M.P. (KD 24-932) (R.I. May 22, 2026) · No. 2024-340-M.P. (KD 24-932) ·
Decided May 22, 2026

SUMMARY

The Rhode Island Supreme Court reviewed the dismissal of Nicole McKiernan’s Superior Court appeal from an eviction judgment for failure to pay a portion of September 2024 rent. The Court held that the applicable statutes required payment when the next rent installment became due, not payment of a prorated amount accruing between the eviction judgment and the next due date. Because McKiernan vacated the premises before the landlord sought dismissal based on alleged nonpayment of May 2025 rent, the action was no longer one for recovery of real property, and the Court quashed the dismissal order and remanded for consideration of damages.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Associate Justice Erin Lynch Prata; Chief Justice Suttell; Justice Robinson; Justice Lynch Prata; Justice Long
JURISDICTION	Rhode Island Supreme Court
DECIDED	May 22, 2026
DOCKET	2024-340-M.P. (KD 24-932)
DISPOSITION	quashed
PROCEDURAL POSTURE	McKiernan petitioned for and obtained a writ of certiorari to review the Superior Court's order dismissing her appeal from a District Court eviction judgment. Pioneer moved to dismiss the writ based on McKiernan's alleged failure to pay May 2025 rent after vacating the premises. The Supreme Court quashed the dismissal order and remanded.
STANDARD OF REVIEW	On certiorari, the Court reviews the record as a whole to determine whether legally competent evidence supports the trial court's decision or whether the trial court committed an error of law. Questions of law and statutory interpretation are reviewed de novo.
PRECEDENTIAL VALUE	Published Rhode Island Supreme Court opinion; precedential subject to formal revision and publication.

PARTIES

Nicole McKiernan v. Pioneer Investments, LLC

TOPICS

writ of certiorari

appellate procedure

statutory interpretation

landlord tenant

eviction

PRACTICE AREAS

appellate procedure

landlord-tenant law

real estate litigation

statutory interpretation

civil procedure

QUESTIONS PRESENTED

1. Whether Rhode Island General Laws § 34-18-52 required McKiernan to pay the per diem portion of September 2024 rent accruing between entry of the District Court judgment and the next monthly rent date, such that failure to pay required dismissal of her Superior Court appeal under § 34-18-53.
2. Whether §§ 34-18-52 and 34-18-53 applied after McKiernan vacated the premises, despite Pioneer's contention that she remained liable for May 2025 rent.
3. Whether § 34-18-52 applies to a writ of certiorari.

HOLDINGS

1. Section 34-18-52 requires a tenant during the pendency of an appeal to pay rent on the next date rent would be due and in the amount then due under the tenancy; it does not require payment of a per diem share accruing between the filing of the appeal and that next due date.
2. Once McKiernan vacated the premises before Pioneer's motion to dismiss the writ, the pending matter was no longer an action for recovery of real property, so §§ 34-18-52 and 34-18-53 did not require dismissal based on alleged nonpayment of May rent.

KEY QUOTATIONS

“The clear and unambiguous meaning of this language is that, during the pendency of an appeal, a tenant must pay rent on the next date rent would be due, in many cases the first of the month.” (7)

“There is no support in the statute for the position that a tenant must pay the per diem share of rent due between the filing of an appeal and the next due date of rent or face dismissal.” (7)

*“As in Gooding, “this was no longer ‘an action for the recovery of real property,’ * * * but rather an action to recover rent that allegedly remained due * * *.” (9)*

FACTUAL BACKGROUND

McKiernan rented a residential property from Pioneer for \$1,150 per month, due on the first of each month. After she failed to pay August 2024 rent, Pioneer obtained a District Court judgment for possession and damages, and McKiernan appealed. During the Superior Court appeal, she did not pay the portion of September rent accruing after the District Court judgment, but she paid the full October rent. While the certiorari

proceeding was pending, McKiernan vacated the apartment and returned the keys by April 30, 2025, after notifying Pioneer of her intent to vacate.

PROCEDURAL HISTORY

Pioneer obtained a District Court judgment awarding possession of the apartment and \$1,098.33 in damages after McKiernan failed to pay August 2024 rent. McKiernan appealed to the Superior Court, where she asserted habitability defenses and counterclaimed for damages and injunctive relief. The Superior Court dismissed the appeal because she had not paid the per diem portion of September 2024 rent accruing after the District Court judgment. The Supreme Court granted certiorari, denied Pioneer's later motion to dismiss based on alleged nonpayment of May 2025 rent, quashed the Superior Court order, and remanded.

DISPOSITION

quashed

REMAND INSTRUCTIONS

The Superior Court must determine McKiernan's appeal concerning the damages portion of the District Court judgment and determine any damages allegedly due for failure to pay May 2025 rent.

CASES CITED

- Verizon New England Inc. v. Savage, 337 A.3d 689, 693 (R.I. 2025)
- Beagan v. Rhode Island Department of Labor and Training, 162 A.3d 619, 626 (R.I. 2017)
- LMG Rhode Island Holdings, Inc. v. Office of McKee, 335 A.3d 444, 448 (R.I. 2025)
- Westconnaug Recovery Company, LLC v. U.S. Bank National Association as Trustee for AMRT 2007-2, 290 A.3d 364, 366 (R.I. 2023)
- Rosario v. Nationstar Mortgage, LLC, 332 A.3d 173, 178 (R.I. 2025)
- Progressive Casualty Insurance Co. v. Dias, 151 A.3d 308, 311 (R.I. 2017)
- New England Property Services Group, LLC v. Vermont Mutual Insurance Company, 331 A.3d 730, 736 (R.I. 2025)
- Sosa v. City of Woonsocket, 297 A.3d 120, 124 (R.I. 2023)
- Gooding Realty Corporation v. Bristol Bay CVS, Inc., 763 A.2d 650, 653-654 (R.I. 2000)