



Senate

General Assembly

File No. 179

January Session, 2021

Substitute Senate Bill No. 48

Senate, March 29, 2021

The Committee on Housing reported through SEN. LOPES of the 6th Dist., Chairperson of the Committee on the part of the Senate, that the substitute bill ought to pass.

AN ACT CONCERNING ADDITIONAL HOUSING PROTECTIONS FOR VICTIMS OF FAMILY VIOLENCE OR SEXUAL ASSAULT.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

- 1 Section 1. (NEW) (*Effective October 1, 2021*) (a) Upon the request of a
2 tenant, a landlord shall change the locks or permit the tenant to change
3 the locks to a tenant's dwelling unit when: (1) The tenant is named as a
4 protected person in (A) a protective or restraining order issued by a
5 court of this state, including, but not limited to, an order issued pursuant
6 to sections 46b-15, 46b-16a, 46b-38c, 53a-40e and 54-1k of the general
7 statutes, that is in effect at the time the tenant makes such request of the
8 landlord, or (B) a foreign order of protection that has been registered in
9 this state pursuant to section 46b-15a of the general statutes, that is in
10 effect at the time the tenant makes such request of the landlord; (2) the
11 protective order, restraining order or foreign order of protection
12 requires the respondent or defendant to (A) stay away from the home
13 of the tenant, or (B) stay a minimum distance away from the tenant; and
14 (3) the tenant provides a copy of such protective order, restraining order

15 or foreign order of protection to the landlord. A landlord who is
16 required to change a tenant's locks or permit the tenant to change a
17 tenant's locks under this subsection shall, not later than six hours after
18 receipt of the request, inform the tenant whether the landlord will
19 change the locks or permit the tenant to change the locks. If the landlord
20 agrees to change the locks, the landlord shall do so not later than forty-
21 eight hours after the date that the tenant makes such request.

22 (b) If a landlord has informed the tenant that the tenant is responsible
23 for changing the locks, fails to change the locks, or fails to permit a
24 tenant to change the locks within the timeframe prescribed under
25 subsection (a) of this section, the tenant may proceed to change the
26 locks. If a tenant changes the locks, the tenant shall ensure that the locks
27 are changed in a workmanlike manner, utilizing locks of similar or
28 improved quality as compared to the original locks. The landlord may
29 replace a lock installed by or at the behest of a tenant if the locks installed
30 were not of similar or improved quality or were not installed properly.
31 If a tenant changes the locks to his or her dwelling unit under this
32 subsection, the tenant shall provide a key to the new locks to the
33 landlord not later than two business days after the date on which the
34 locks were changed, except when good cause prevents the tenant from
35 providing a key to the landlord within the prescribed time period.

36 (c) When a landlord changes the locks to a dwelling unit under
37 subsection (a) or (b) of this section, the landlord (1) shall, if using a
38 professional contractor or locksmith, be responsible for payment to such
39 contractor or locksmith, (2) shall, at or prior to the time of changing such
40 locks, provide a key to the new locks to the tenant, and (3) may charge
41 a fee to the tenant not exceeding the actual reasonable cost of changing
42 the locks. If the tenant fails to pay the fee, such cost may be recouped by
43 suit against the tenant or as a deduction from the security deposit when
44 the tenant vacates the dwelling unit, but shall not be the basis for a
45 summary process action under chapter 832 of the general statutes. For
46 purposes of this subsection, "actual reasonable cost" means the cost of
47 the lock mechanism, as well as the fee paid by the landlord for
48 professional contractor or locksmith services.

49 (d) A landlord may reprogram a digital or electronic lock with a new
50 entry code to comply with the provisions of this section.

51 (e) If a tenant residing in the dwelling unit is named as the respondent
52 or defendant in an order described in subsection (a) of this section and
53 under such order is required to stay away from the dwelling unit, the
54 landlord shall not provide a key to such tenant for the new locks. Absent
55 a court order permitting a tenant who is the respondent or defendant in
56 such order to return to the dwelling unit to retrieve his or her
57 possessions and personal effects, the landlord has no duty under the
58 rental agreement or by law to allow such tenant access to the dwelling
59 unit once the landlord has been provided with a court order requiring
60 such tenant to stay away from the dwelling unit, and the landlord shall
61 not permit such tenant to access the dwelling unit. Any tenant excluded
62 from the dwelling unit under this section remains liable under the rental
63 agreement with any other tenant of the dwelling unit for rent or
64 damages to the dwelling unit.

65 (f) A landlord may not require a tenant who is named as a protected
66 person under an order described in subsection (a) of this section to pay
67 additional rent or an additional deposit or fee because of the exclusion
68 of the tenant who is named as the respondent or defendant in such
69 order.

70 (g) Any landlord or agent of such landlord who denies a tenant
71 named as a respondent or defendant in an order described in subsection
72 (a) of this section access to the dwelling unit pursuant to this section
73 shall be immune from any civil liability arising from such denial,
74 provided the landlord or agent complies with the provisions of this
75 section and any applicable court order.

76 Sec. 2. Section 47a-1 of the general statutes is repealed and the
77 following is substituted in lieu thereof (*Effective October 1, 2021*):

78 As used in this chapter and sections 47a-21, 47a-23 to 47a-23c,
79 inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-
80 41a, 47a-43 and 47a-46 and section 1 of this act:

81 (a) "Action" includes recoupment, counterclaim, set-off, cause of
82 action and any other proceeding in which rights are determined,
83 including an action for possession.

84 (b) "Building and housing codes" include any law, ordinance or
85 governmental regulation concerning fitness for habitation or the
86 construction, maintenance, operation, occupancy, use or appearance of
87 any premises or dwelling unit.

88 (c) "Dwelling unit" means any house or building, or portion thereof,
89 which is occupied, is designed to be occupied, or is rented, leased or
90 hired out to be occupied, as a home or residence of one or more persons.

91 (d) "Landlord" means the owner, lessor or sublessor of the dwelling
92 unit, the building of which it is a part or the premises.

93 (e) "Owner" means one or more persons, jointly or severally, in whom
94 is vested (1) all or part of the legal title to property, or (2) all or part of
95 the beneficial ownership and a right to present use and enjoyment of the
96 premises and includes a mortgagee in possession.

97 (f) "Person" means an individual, corporation, limited liability
98 company, the state or any political subdivision thereof, or agency,
99 business trust, estate, trust, partnership or association, two or more
100 persons having a joint or common interest, and any other legal or
101 commercial entity.

102 (g) "Premises" means a dwelling unit and the structure of which it is
103 a part and facilities and appurtenances therein and grounds, areas and
104 facilities held out for the use of tenants generally or whose use is
105 promised to the tenant.

106 (h) "Rent" means all periodic payments to be made to the landlord
107 under the rental agreement.

108 (i) "Rental agreement" means all agreements, written or oral, and
109 valid rules and regulations adopted under section 47a-9 or subsection
110 (d) of section 21-70 embodying the terms and conditions concerning the

111 use and occupancy of a dwelling unit or premises.

112 (j) "Roomer" means a person occupying a dwelling unit, which unit
113 does not include a refrigerator, stove, kitchen sink, toilet and shower or
114 bathtub and one or more of these facilities are used in common by other
115 occupants in the structure.

116 (k) "Single-family residence" means a structure maintained and used
117 as a single dwelling unit. Notwithstanding that a dwelling unit shares
118 one or more walls with another dwelling unit or has a common parking
119 facility, it is a single-family residence if it has direct access to a street or
120 thoroughfare and does not share heating facilities, hot water equipment
121 or any other essential facility or service with any other dwelling unit.

122 (l) "Tenant" means the lessee, sublessee or person entitled under a
123 rental agreement to occupy a dwelling unit or premises to the exclusion
124 of others or as is otherwise defined by law.

125 (m) "Tenement house" means any house or building, or portion
126 thereof, which is rented, leased or hired out to be occupied, or is
127 arranged or designed to be occupied, or is occupied, as the home or
128 residence of three or more families, living independently of each other,
129 and doing their cooking upon the premises, and having a common right
130 in the halls, stairways or yards.

This act shall take effect as follows and shall amend the following sections:		
Section 1	October 1, 2021	New section
Sec. 2	October 1, 2021	47a-1

HSG *Joint Favorable Subst.*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note**State Impact:** None**Municipal Impact:** None**Explanation**

The bill makes requirements that affect private landlords regarding tenant locks and does not result in a fiscal impact to the state or municipalities.

The Out Years**State Impact:** None**Municipal Impact:** None

OLR Bill Analysis**sSB 48*****AN ACT CONCERNING ADDITIONAL HOUSING PROTECTIONS FOR VICTIMS OF FAMILY VIOLENCE OR SEXUAL ASSAULT.*****SUMMARY**

This bill establishes conditions under which a landlord must change the locks to a tenant's dwelling unit, or allow the tenant to change the locks, if the tenant is named as a protected person in a civil restraining or protection order. Under the bill, the landlord is subject to certain requirements when changing the locks, including providing the tenant with keys. The landlord may choose to assess the tenant a fee to recover the cost for doing so. The bill also authorizes a landlord to reprogram a digital or electronic lock with a new entry code to comply with these requirements.

The bill allows a tenant to change the locks without the landlord's permission if the landlord fails to change them or refuses to permit the tenant to do so within a specified timeframe. The bill similarly establishes requirements for tenants changing the locks, including providing the landlord with keys to the new locks within a specified timeframe.

Additionally, the bill prohibits landlords from providing a key or any access to the dwelling unit to any tenant named as the respondent or defendant in the court order under certain circumstances. It also prohibits landlords from charging a tenant protected by a court order additional rent, deposits, or fees due to the exclusion of the tenant named as the respondent or defendant in the order. Under the bill, a landlord who denies a tenant access to the unit is immune from civil liability for adhering to this prohibition.

The bill also makes a conforming change.

EFFECTIVE DATE: October 1, 2021

LOCK CHANGES FOR TENANTS UNDER PROTECTIVE ORDERS

Circumstances Requiring Lock Change

The bill requires landlords to change a dwelling unit's locks or allow a tenant to do so upon a tenant's request when:

1. the tenant is named as a protected person in a court-issued civil restraining or protection order, family violence protective order, criminal protective order, or foreign order of protection registered in Connecticut that is in effect when the tenant requests to change the locks (see BACKGROUND);
2. the order requires the respondent or defendant to stay away from the tenant's home or stay a minimum distance away from the tenant; and
3. the tenant provides a copy of the order to the landlord.

No later than six hours after receiving a request, a landlord must let the tenant know if the landlord will change the locks or allow the tenant to do so. A landlord who agrees to make the change must do so no later than 48 hours after receiving the request.

Requirements for Lock Changes Performed by the Landlord

Under the bill, if the landlord uses a professional locksmith or contractor to change the locks for the above reasons, the landlord is responsible for paying for the service. The landlord may charge the tenant a fee not to exceed the "actual reasonable cost" of changing the locks (i.e., the cost of the lock mechanism along with the fee the landlord paid for professional contractor or locksmith services). If the tenant fails to pay the fee, the landlord may recoup the costs by either bringing suit against the tenant or deducting the amount from the tenant's security deposit when the tenant vacates the unit. The bill prohibits the landlord from starting eviction proceedings against the tenant because of his or her failure to pay for the lock replacement.

The landlord must provide the tenant with a key to the new locks

before or at the time of the lock change.

Requirements for Lock Changes Performed by the Tenant

The bill allows the tenant to change the locks if the landlord (1) has informed the tenant that he or she is responsible for changing the locks, (2) fails to change the locks, or (3) fails to allow the tenant to do so within six hours after the tenant's request. Under these circumstances, the tenant must (1) ensure that the locks are changed in a workmanlike manner, using locks of similar or better quality than the originals, and (2) give the landlord a key to the new locks within two business days after the locks were changed or at a later time for good cause.

The bill allows the landlord to replace a lock installed by or at the request of a tenant if the lock was not properly installed or was not of similar or better quality compared to the original.

DWELLING UNIT ACCESS

The bill prohibits landlords from providing a key or any access to the dwelling unit to any tenant who is required to stay away from the unit as the named respondent or defendant in the court order. It specifies that the landlord has no duty under the rental agreement or by law to allow such a tenant to access the dwelling unit unless a court order allows the tenant to return to retrieve his or her possessions and personal effects. Additionally, the bill maintains the tenant's liability under the rental agreement for rent or damages to the dwelling unit.

Under the bill, a landlord or his or her agent who denies such a tenant access to the unit is immune from civil liability for adhering to this prohibition, as long as the landlord or agent complies with the bill's provisions and any applicable court order.

The bill also prohibits landlords from requiring a tenant who is named as a protected person under such an order to pay additional rent or an additional deposit or fee because of the exclusion of the tenant who is the named respondent or defendant in the order.

BACKGROUND

Civil Restraining or Protection Order

A family or household member may apply for a civil restraining order for relief from physical abuse, stalking, or a pattern of threatening by another family or household member (CGS § 46b-15).

A victim of sexual abuse, sexual assault, or stalking may apply for a civil protection order if he or she is not eligible for the restraining order described above (CGS § 46b-16a).

Family Violence Protective Order

At the recommendation of the family relations office or the State Attorney’s Office, a court may issue a family violence protection order in family violence cases to protect a victim from threats, harassment, injury, or intimidation. This order is issued at arraignment during a criminal proceeding (CGS § 46b-38c).

Criminal Protective Orders

Courts may independently issue, on behalf of a victim, a (1) protective order after a person is arrested for certain crimes or (2) standing criminal protective order after a person is convicted of certain crimes. These orders apply in cases that include stalking and harassment. The statutes governing these orders do not require a victim to apply for the order (CGS §§ 54-1k and 53a-40e).

Foreign Order of Protection

A foreign order of protection is an injunctive or other court order issued by a court of another state; the District of Columbia; a U.S. commonwealth, territory, or possession; or an Indian tribe in response to a complaint, petition, or motion filed by or on behalf of a person seeking protection from (1) violence, threatening acts, or harassment or (2) contact, communication with, or physical proximity to another person (CGS § 46b-15a and 18 U.S.C. § 2266(5)).

COMMITTEE ACTION

Housing Committee

Joint Favorable Substitute

Yea 15 Nay 0 (03/11/2021)