



General Assembly

January Session, 2021

Raised Bill No. 6433

LCO No. 2906



Referred to Committee on HOUSING

Introduced by:
(HSG)

**AN ACT CONCERNING INSPECTIONS OF RENTAL PROPERTY
PRIOR TO OCCUPANCY OR TERMINATION, LATE RENTAL
PAYMENTS AND DESIGNATION OF A RENTAL HOUSING
OMBUDSMAN.**

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

1 Section 1. (NEW) (*Effective October 1, 2021*) (a) After the execution of
2 a rental agreement but prior to a tenant's occupancy, a landlord shall
3 offer such tenant the opportunity to inspect the premises of the dwelling
4 unit that is subject to such rental agreement with the landlord or the
5 landlord's agent to determine the condition of such unit. If the tenant
6 requests such inspection, the tenant and landlord shall execute a written
7 agreement after such inspection but before the tenant begins occupancy
8 of the unit attesting to the condition of the unit and specifically noting
9 any existing conditions, defects or damages to the unit determined from
10 such inspection.

11 (b) Upon the tenant's vacating of the dwelling unit, the landlord may
12 not retain any part of the security deposit collected under chapter 831 of
13 the general statutes for any condition, defect or damage that was noted
14 in the written agreement. Such written agreement shall be admissible,

15 but not conclusive, as evidence of the condition of the dwelling unit at
16 the beginning of a tenant's occupancy in any administrative or judicial
17 proceeding.

18 (c) Within a reasonable time after notification of either the landlord's
19 or tenant's intention to terminate the tenancy, the landlord shall provide
20 written notice to the tenant of the tenant's right to request an inspection
21 of the dwelling unit before vacating the dwelling unit and to be present
22 at such inspection. If the tenant requests such inspection, the inspection
23 shall occur not earlier than two weeks before the end of the tenancy at a
24 mutually agreed-upon time. After the inspection, the landlord shall
25 provide the tenant with either (1) a statement that, as of that date, the
26 dwelling unit is in satisfactory condition, or (2) an itemized statement
27 specifying conditions which the landlord proposes to claim as the basis
28 for withholding any portion of the security deposit under section 47a-
29 21 of the general statutes. Any such statement shall be admissible, but
30 not conclusive, as evidence in any administrative or judicial proceeding.

31 Sec. 2. Subsection (a) of section 47a-4 of the general statutes is
32 repealed and the following is substituted in lieu thereof (*Effective October*
33 *1, 2021*):

34 (a) A rental agreement shall not provide that the tenant: (1) Agrees to
35 waive or forfeit rights or remedies under this chapter and sections 47a-
36 21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to
37 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of
38 the general statutes or any municipal ordinance unless such section or
39 ordinance expressly states that such rights may be waived; (2)
40 authorizes the landlord to confess judgment on a claim arising out of the
41 rental agreement; (3) agrees to the exculpation or limitation of any
42 liability of the landlord arising under law or to indemnify the landlord
43 for that liability or the costs connected therewith; (4) agrees to waive his
44 right to the interest on the security deposit pursuant to section 47a-21;
45 (5) agrees to permit the landlord to dispossess him without resort to
46 court order; (6) consents to the distraint of his property for rent; (7)
47 agrees to pay the landlord's attorney's fees in excess of fifteen per cent

48 of any judgment against the tenant in any action in which money
49 damages are awarded; (8) agrees to pay a late charge prior to the
50 expiration of the grace period set forth in section 47a-15a, as amended
51 by this act, or to pay rent in a reduced amount if such rent is paid prior
52 to the expiration of such grace period; (9) agrees to pay a late charge on
53 rent payments made subsequent to such grace period, in an amount
54 exceeding the amounts set forth in section 47a-15a, as amended by this
55 act; or [(9)] (10) agrees to pay a heat or utilities surcharge if heat or
56 utilities is included in the rental agreement.

57 Sec. 3. Section 47a-15a of the general statutes is repealed and the
58 following is substituted in lieu thereof (*Effective October 1, 2021*):

59 (a) If rent is unpaid when due and the tenant fails to pay rent within
60 nine days thereafter or, in the case of a one-week tenancy, within four
61 days thereafter, the landlord may terminate the rental agreement in
62 accordance with the provisions of sections 47a-23 to 47a-23b, inclusive.

63 (b) If a rental agreement contains a valid written agreement to pay a
64 late charge in accordance with subsection (a) of section 47a-4, as
65 amended by this act, a landlord may assess a tenant such a late charge
66 on a rent payment made subsequent to the grace period set forth in
67 subsection (a) of this section in accordance with this section. Such late
68 charge may not exceed the lesser of (1) five dollars per day, up to a
69 maximum of twenty-five dollars, or (2) five per cent of the delinquent
70 rent payment or, in the case of a rental agreement paid in whole or in
71 part by a governmental or charitable entity, five per cent of the tenant's
72 share of the delinquent rent payment. The landlord may not assess more
73 than one late charge upon a delinquent rent payment, regardless of how
74 long the rent remains unpaid. Any rent payments received by the
75 landlord shall be applied first to the most recent rent payment due.

76 Sec. 4. (NEW) (*Effective October 1, 2021*) (a) The Commissioner of
77 Housing shall, within available appropriations, designate an employee
78 to serve as Rental Housing Ombudsman within the Department of
79 Housing to provide timely assistance to any tenant, as defined in section

80 47a-1 of the general statutes, concerning complaints of unsanitary or
81 dangerous conditions in a dwelling unit, as defined in section 47a-1 of
82 the general statutes.

83 (b) The Rental Housing Ombudsman, in consultation with the
84 commissioner, shall:

85 (1) Receive, review and attempt to resolve any complaints from
86 tenants, including, but not limited to, attempts to resolve such
87 complaints in collaboration with the landlord, as defined in section 47a-
88 1 of the general statutes, and any other appropriate state, federal or
89 nonprofit entities;

90 (2) Compile and analyze data on tenant complaints;

91 (3) Assist tenants to understand their rights and responsibilities
92 under the terms of their rental agreement, as defined in section 47a-1 of
93 the general statutes;

94 (4) Provide information to the public, agencies, legislators and others
95 regarding the problems and concerns of tenants and make
96 recommendations for resolving those problems and concerns;

97 (5) Analyze and monitor the development and implementation of
98 federal, state and local laws, regulations and policies relating to tenants
99 and recommend any changes the Rental Housing Ombudsman deems
100 necessary;

101 (6) Disseminate information concerning the availability of the Rental
102 Housing Ombudsman to assist tenants and potential tenants, with any
103 concerns of unsanitary or dangerous conditions; and

104 (7) Take any other actions necessary to fulfill the duties of the Rental
105 Housing Ombudsman as set forth in this subsection.

106 (c) On or before January 1, 2022, and annually thereafter, the
107 Commissioner of Housing shall submit a report, in accordance with the
108 provisions of section 11-4a of the general statutes, to the joint standing

109 committee of the General Assembly having cognizance of matters
110 relating to housing. The commissioner shall report on: (1) The
111 implementation of this section; (2) the overall effectiveness of the Rental
112 Housing Ombudsman position; and (3) additional steps that need to be
113 taken for the Department of Housing to address complaints of
114 unsanitary or dangerous conditions in dwelling units.

115 (d) Any complaints made to the Rental Housing Ombudsman under
116 this section may be introduced as evidence in a summary process action
117 initiated pursuant to chapter 832 of the general statutes.

118 Sec. 5. Section 47a-1 of the general statutes is repealed and the
119 following is substituted in lieu thereof (*Effective October 1, 2021*):

120 As used in this chapter and sections 47a-21, 47a-23 to 47a-23c,
121 inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-
122 41a, 47a-43, [and] 47a-46 and section 1 of this act:

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

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

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

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

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

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

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

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

150 (i) "Rental agreement" means all agreements, written or oral, and
151 valid rules and regulations adopted under section 47a-9 or subsection
152 (d) of section 21-70 embodying the terms and conditions concerning the
153 use and occupancy of a dwelling unit or premises.

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

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

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

167 (m) "Tenement house" means any house or building, or portion
168 thereof, which is rented, leased or hired out to be occupied, or is

169 arranged or designed to be occupied, or is occupied, as the home or
170 residence of three or more families, living independently of each other,
171 and doing their cooking upon the premises, and having a common right
172 in the halls, stairways or yards.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2021</i>	New section
Sec. 2	<i>October 1, 2021</i>	47a-4(a)
Sec. 3	<i>October 1, 2021</i>	47a-15a
Sec. 4	<i>October 1, 2021</i>	New section
Sec. 5	<i>October 1, 2021</i>	47a-1

Statement of Purpose:

To permit tenants to request an inspection of rental property prior to occupancy and after notice of termination of a tenancy, to cap late fees for rental payments and to create a Rental Housing Ombudsman within the Department of Housing.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]