



General Assembly

**Substitute Bill No. 6433**

January Session, 2021



**AN ACT CONCERNING INSPECTIONS OF RENTAL PROPERTY  
PRIOR TO OCCUPANCY OR TERMINATION AND LATE RENTAL  
PAYMENTS.**

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 (d) The Department of Housing shall (1) provide a standardized  
32 inspection checklist for a landlord and tenant to use to document the  
33 condition of a dwelling unit during the inspections conducted under  
34 subsections (a) and (c) of this section, and (2) make such checklist  
35 available on its Internet web site.

36 Sec. 2. Subsection (a) of section 47a-4 of the general statutes is  
37 repealed and the following is substituted in lieu thereof (*Effective October*  
38 *1, 2021*):

39 (a) A rental agreement shall not provide that the tenant: (1) Agrees to  
40 waive or forfeit rights or remedies under this chapter and sections 47a-  
41 21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to  
42 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of  
43 the general statutes or any municipal ordinance unless such section or  
44 ordinance expressly states that such rights may be waived; (2)  
45 authorizes the landlord to confess judgment on a claim arising out of the  
46 rental agreement; (3) agrees to the exculpation or limitation of any  
47 liability of the landlord arising under law or to indemnify the landlord  
48 for that liability or the costs connected therewith; (4) agrees to waive his  
49 right to the interest on the security deposit pursuant to section 47a-21;  
50 (5) agrees to permit the landlord to dispossess him without resort to

51 court order; (6) consents to the distraint of his property for rent; (7)  
52 agrees to pay the landlord's attorney's fees in excess of fifteen per cent  
53 of any judgment against the tenant in any action in which money  
54 damages are awarded; (8) agrees to pay a late charge prior to the  
55 expiration of the grace period set forth in section 47a-15a, as amended  
56 by this act, or to pay rent in a reduced amount if such rent is paid prior  
57 to the expiration of such grace period; (9) agrees to pay a late charge on  
58 rent payments made subsequent to such grace period, in an amount  
59 exceeding the amounts set forth in section 47a-15a, as amended by this  
60 act; or ~~[(9)]~~ (10) agrees to pay a heat or utilities surcharge if heat or  
61 utilities is included in the rental agreement.

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

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

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

81 Sec. 4. Section 47a-1 of the general statutes is repealed and the  
82 following is substituted in lieu thereof (*Effective October 1, 2021*):

83 As used in this chapter and sections 47a-21, 47a-23 to 47a-23c,  
84 inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-  
85 41a, 47a-43, [and] 47a-46 and section 1 of this act:

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

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

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

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

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

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

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

111 (h) "Rent" means all periodic payments to be made to the landlord



**HSG**      *Joint Favorable Subst.*