



General Assembly

January Session, 2021

Committee Bill No. 48

LCO No. 2902



Referred to Committee on HOUSING

Introduced by:
(HSG)

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; and (2)
11 the tenant provides a copy of such protective order, restraining order or
12 foreign order of protection to the landlord. A landlord who is required
13 to change a tenant's locks or permit the tenant to change a tenant's locks
14 under this subsection shall, not later than six hours after receipt of the
15 request, inform the tenant whether the landlord will change the locks or
16 permit the tenant to change the locks. If the landlord agrees to change
17 the locks, the landlord shall do so not later than forty-eight hours after

18 the date that the tenant makes such request.

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

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

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

48 (e) If a tenant residing in the dwelling unit is named as the respondent
49 in an order described in subsection (a) of this section and under such

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

61 (f) A landlord may not require a tenant who is named as a protected
62 person under an order described in subsection (a) of this section to pay
63 additional rent or an additional deposit or fee because of the exclusion
64 of the tenant who is named as the respondent in such order.

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

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

73 As used in this chapter and sections 47a-21, 47a-23 to 47a-23c,
74 inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-
75 41a, 47a-43, [and] 47a-46, and section 1 of this act:

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

79 (b) "Building and housing codes" include any law, ordinance or

80 governmental regulation concerning fitness for habitation or the
81 construction, maintenance, operation, occupancy, use or appearance of
82 any premises or dwelling unit.

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

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

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

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

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

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

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

107 (j) "Roomer" means a person occupying a dwelling unit, which unit
108 does not include a refrigerator, stove, kitchen sink, toilet and shower or

109 bathtub and one or more of these facilities are used in common by other
110 occupants in the structure.

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

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

120 (m) "Tenement house" means any house or building, or portion
121 thereof, which is rented, leased or hired out to be occupied, or is
122 arranged or designed to be occupied, or is occupied, as the home or
123 residence of three or more families, living independently of each other,
124 and doing their cooking upon the premises, and having a common right
125 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

Statement of Purpose:

To allow a person who has a valid order of protection to request that such person's landlord change the locks to the person's dwelling unit or permit such person to change the locks.

[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.]

Co-Sponsors: SEN. ANWAR, 3rd Dist.; REP. WINKLER, 56th Dist.
REP. GILCHREST, 18th Dist.

S.B. 48

