



House of Representatives

General Assembly

File No. 273

February Session, 2022

Substitute House Bill No. 5234

House of Representatives, April 4, 2022

The Committee on Housing reported through REP. WILLIAMS of the 100th Dist., Chairperson of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING THE RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS.

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

1 Section 1. Subsections (a) and (b) of section 47a-21 of the 2022
2 supplement to the general statutes are repealed and the following is
3 substituted in lieu thereof (*Effective October 1, 2022*):

4 (a) As used in this chapter:

5 (1) "Accrued interest" means the interest due on a security deposit as
6 provided in subsection (i) of this section, compounded annually to the
7 extent applicable.

8 (2) "Commissioner" means the Banking Commissioner, unless
9 otherwise specified.

10 (3) "Damage insurance" means a bond or commercial insurance
11 coverage in an amount not greater than may be required under
12 subsection (b) of this section and as specified in any rental agreement to

13 secure the performance by the tenant of the terms and conditions of such
14 rental agreement and to replace any requirement for a security deposit.

15 [(3)] (4) "Escrow account" means any account at a financial institution
16 which is not subject to execution by the creditors of the escrow agent
17 and includes a clients' funds account.

18 [(4)] (5) "Escrow agent" means the person in whose name an escrow
19 account is maintained.

20 [(5)] (6) "Financial institution" means any state bank and trust
21 company, national bank, savings bank, federal savings bank, savings
22 and loan association, and federal savings and loan association that is
23 located in this state.

24 [(6)] (7) "Forwarding address" means the address to which a security
25 deposit may be mailed for delivery to a former tenant.

26 [(7)] (8) "Landlord" means any landlord of residential real property,
27 and includes (A) any receiver; (B) any successor; and (C) any tenant who
28 sublets his premises.

29 [(8)] (9) "Receiver" means any person who is appointed or authorized
30 by any state, federal or probate court to receive rents from tenants, and
31 includes trustees, executors, administrators, guardians, conservators,
32 receivers, and receivers of rent.

33 [(9)] (10) "Rent receiver" means a receiver who lacks court
34 authorization to return security deposits and to inspect the premises of
35 tenants and former tenants.

36 [(10)] (11) "Residential real property" means real property containing
37 one or more residential units, including residential units not owned by
38 the landlord, and containing one or more tenants who paid a security
39 deposit.

40 [(11)] (12) "Security deposit" means any advance rental payment, or
41 any installment payment collected pursuant to section 47a-22a, except

42 an advance payment for the first month's rent or a deposit for a key or
43 any special equipment.

44 [(12)] (13) "Successor" means any person who succeeds to a landlord's
45 interest whether by purchase, foreclosure or otherwise and includes a
46 receiver.

47 [(13)] (14) "Tenant" means a tenant, as defined in section 47a-1, as
48 amended by this act, or a resident, as defined in section 21-64.

49 [(14)] (15) "Tenant's obligations" means (A) the amount of any rental
50 or utility payment due the landlord from a tenant; (B) a tenant's
51 obligations under the provisions of section 47a-11; and (C) the actual
52 reasonable cost of changing the locks of the dwelling unit pursuant to
53 section 47a-7b, if the tenant has not paid such cost.

54 (b) (1) In the case of a tenant under sixty-two years of age, a landlord
55 shall not demand a security deposit or damage insurance coverage in an
56 amount that exceeds two months' rent.

57 (2) In the case of a tenant sixty-two years of age or older, a landlord
58 shall not demand a security deposit or damage insurance coverage in an
59 amount that exceeds one month's rent. Any landlord who has received
60 a security deposit in an amount that exceeds one month's rent from a
61 tenant who becomes sixty-two years of age after paying such security
62 deposit shall return the portion of such security deposit that exceeds one
63 month's rent to the tenant upon the tenant's request. Any landlord who
64 has accepted damage insurance in lieu of a security deposit in an
65 amount that exceeds one month's rent from a tenant who attains sixty-
66 two years of age after providing such damage insurance shall accept
67 replacement damage insurance from such tenant in an amount not to
68 exceed one months' rent.

69 (3) Any landlord may permit any tenant to provide damage
70 insurance in lieu of the payment of a security deposit. Such damage
71 insurance shall conform to the following criteria: (A) The insurance
72 company providing the damage insurance is licensed or authorized to

73 do business in this state, (B) the damage insurance policy permits the
74 monthly payment of premiums unless the tenant selects a different
75 payment schedule, (C) the damage insurance is effective upon the
76 payment of the first premium and remains effective for the entire lease
77 term except as provided in subdivision (5) of this subsection, (D) the
78 damage insurance coverage provided per claim is no less than the
79 amount the landlord would otherwise require for the security deposit,
80 (E) the insurance company providing the damage insurance agrees to
81 approve or deny payment of a claim in accordance with the Insurance
82 Department regulations of this state, and (F) the insurance company
83 providing the damage insurance shall notify the landlord in writing
84 within ten days if the damage insurance policy lapses or is canceled for
85 any reason.

86 (4) Any landlord may designate one or more insurance companies
87 from which the landlord will accept damage insurance in lieu of a
88 security deposit. Any such insurance companies shall be identified in
89 the written lease agreement between landlord and tenant.

90 (5) Any tenant who opts to provide damage insurance in lieu of a
91 security deposit may, at any time, opt to pay the full security deposit to
92 the landlord in lieu of maintaining the damage insurance policy. The
93 landlord shall not alter the terms of the lease in the event a tenant opts
94 to pay the full amount of the security deposit pursuant to this
95 subdivision.

96 Sec. 2. (NEW) (*Effective October 1, 2022*) (a) As used in this section,
97 "walk-through" means a joint physical inspection of the dwelling unit
98 by the landlord and the tenant, or their designees, for the purpose of
99 noting and listing any observed conditions within the dwelling unit. On
100 and after January 1, 2023, upon or after the entry into a rental agreement
101 but prior to the tenant's occupancy of a dwelling unit, a landlord shall
102 offer such tenant the opportunity to conduct a walk-through of the
103 dwelling unit. If the tenant requests such a walk-through, the landlord
104 and tenant, or their designees, shall use a copy of the preoccupancy
105 walk-through checklist prepared by the Commissioner of Housing

106 under subsection (c) of this section. The landlord and the tenant, or their
107 designees, shall specifically note on the walk-through checklist any
108 existing conditions, defects or damages to the dwelling unit present at
109 the time of the walk-through. After the walk-through, the landlord and
110 the tenant, or their designees, shall sign duplicate copies of the walk-
111 through checklist and each shall receive a copy.

112 (b) Upon the tenant's vacating of the dwelling unit, the landlord may
113 not retain any part of the security deposit collected under chapter 831 of
114 the general statutes or seek payment from the tenant for any condition,
115 defect or damage that was noted in the preoccupancy walk-through
116 checklist. Such walk-through checklist shall be admissible, but shall not
117 be conclusive, as evidence of the condition of the dwelling unit at the
118 beginning of a tenant's occupancy in any administrative or judicial
119 proceeding.

120 (c) Not later than December 1, 2023, the Commissioner of Housing
121 shall (1) prepare a standardized preoccupancy walk-through checklist
122 for any landlord and tenant to use to document the condition of any
123 dwelling unit during a preoccupancy walk-through under subsection
124 (a) of this section, and (2) make such checklist available on the
125 Department of Housing Internet web site.

126 (d) The provisions of this section shall not apply to any tenancy under
127 a rental agreement entered into prior to January 1, 2023.

128 Sec. 3. (NEW) (*Effective October 1, 2022*) (a) As used in this section,
129 "tenant screening report" means a credit report, a criminal background
130 report, an employment history report, a rental history report, or any
131 combination thereof, used by a landlord to determine the suitability of
132 a prospective tenant.

133 (b) No landlord may demand from a prospective tenant any
134 payment, fee or charge for the processing, review or acceptance of any
135 rental application, or demand any other payment, fee or charge before
136 or at the beginning of the tenancy, except a tenant screening report as
137 provided by subsection (c) of this section.

138 (c) Any landlord may charge a fee or fees to reimburse costs
139 associated with conducting a tenant screening report, provided the
140 cumulative fee for such tenant screening report is no more than the
141 actual cost of the tenant screening report or twenty dollars, whichever
142 amount is less, and the landlord shall waive any such fee if the
143 prospective tenant provides a copy of a tenant screening report that is
144 satisfactory to the landlord and that was conducted within thirty days
145 of the tenant's rental application. A landlord may not collect such fee or
146 fees unless the landlord provides the prospective tenant with a copy of
147 the tenant screening report and a copy of the receipt or invoice from the
148 entity conducting the tenant screening report concerning the
149 prospective tenant.

150 Sec. 4. Section 47a-23c of the general statutes is repealed and the
151 following is substituted in lieu thereof (*Effective October 1, 2022*):

152 (a) (1) Except as provided in subdivision (2) of this subsection, this
153 section applies to any tenant who resides in a building or complex
154 consisting of five or more separate dwelling units or who resides in a
155 mobile manufactured home park and who is either: (A) Sixty-two years
156 of age or older, or whose spouse, sibling, parent or grandparent is sixty-
157 two years of age or older and permanently resides with that tenant, or
158 (B) a person with a physical or mental disability, as defined in
159 subdivision (8) of section 46a-64b, or whose spouse, sibling, child,
160 parent or grandparent is a person with a physical or mental disability
161 who permanently resides with that tenant, but only if such disability can
162 be expected to result in death or to last for a continuous period of at least
163 twelve months.

164 (2) With respect to tenants in common interest communities, this
165 section applies only to (A) a conversion tenant, as defined in subsection
166 (3) of section 47-283, who (i) is described in subdivision (1) of this
167 subsection, or (ii) is not described in subdivision (1) of this subsection
168 but, during a transition period, as defined in subsection (4) of section 47-
169 283, is residing in a conversion condominium created after May 6, 1980,
170 or in any other conversion common interest community created after

171 December 31, 1982, or (iii) is not described in subdivision (1) of this
172 subsection but is otherwise protected as a conversion tenant by public
173 act 80-370, and (B) a tenant who is not a conversion tenant but who is
174 described in subdivision (1) of this subsection if his landlord owns five
175 or more dwelling units in the common interest community in which the
176 dwelling unit is located.

177 (3) As used in this section, "tenant" includes each resident of a mobile
178 manufactured home park, as defined in section 21-64, including a
179 resident who owns his own home, "landlord" includes a "licensee" and
180 an "owner" of a mobile manufactured home park, as defined in section
181 21-64, "complex" means two or more buildings on the same or
182 contiguous parcels of real property under the same ownership, and
183 "mobile manufactured home park" means a parcel of real property, or
184 contiguous parcels of real property under the same ownership, upon
185 which five or more mobile manufactured homes occupied for
186 residential purposes are located.

187 (b) (1) No landlord may bring an action of summary process or other
188 action to dispossess a tenant described in subsection (a) of this section
189 except for one or more of the following reasons: (A) Nonpayment of
190 rent; (B) refusal to agree to a fair and equitable rent increase, as defined
191 in subsection (c) of this section; (C) material noncompliance with section
192 47a-11 or subsection (b) of section 21-82, which materially affects the
193 health and safety of the other tenants or which materially affects the
194 physical condition of the premises; (D) voiding of the rental agreement
195 pursuant to section 47a-31, or material noncompliance with the rental
196 agreement; (E) material noncompliance with the rules and regulations
197 of the landlord adopted in accordance with section 47a-9 or 21-70; (F)
198 permanent removal by the landlord of the dwelling unit of such tenant
199 from the housing market; or (G) bona fide intention by the landlord to
200 use such dwelling unit as his principal residence.

201 (2) The ground stated in subparagraph (G) of subdivision (1) of this
202 subsection is not available to the owner of a dwelling unit in a common
203 interest community occupied by a conversion tenant.

204 (3) A tenant may not be dispossessed for a reason described in
205 subparagraph (B), (F) or (G) of subdivision (1) of this subsection during
206 the term of any existing rental agreement.

207 (c) (1) The rent of a tenant protected by this section may be increased
208 only to the extent that such increase is fair and equitable, based on the
209 criteria set forth in section 7-148c.

210 (2) Any such tenant aggrieved by a rent increase or proposed rent
211 increase may file a complaint with the fair rent commission, if any, for
212 the town, city or borough where his dwelling unit or mobile
213 manufactured home park lot is located; or, if no such fair rent
214 commission exists, may bring an action in the Superior Court to contest
215 the increase. In any such court proceeding, the court shall determine
216 whether the rent increase is fair and equitable, based on the criteria set
217 forth in section 7-148c.

218 (d) A landlord, to determine whether a tenant is a protected tenant,
219 as described in subdivision (1) of subsection (a) of this section, may
220 request proof of such protected status. On such request, any tenant
221 claiming protection shall provide proof of the protected status within
222 thirty days. The proof shall include a statement of a physician or an
223 advanced practice registered nurse in the case of alleged blindness or
224 other physical disability.

225 (e) (1) On and after January 1, 2023, whenever a dwelling unit is
226 rented to, or a rental agreement is entered into or renewed with, any
227 tenant who is a protected tenant as described in subdivision (1) of
228 subsection (a) of this section, the landlord of such dwelling unit or such
229 landlord's agent shall provide such protected tenant with written notice
230 of the provisions of subsections (b) and (c) of this section in a form as
231 described in subdivision (2) of this subsection.

232 (2) Not later than January 1, 2023, the Commissioner of Housing shall
233 create a notice which shall be used by landlords, pursuant to
234 subdivision (1) of this subsection, to inform a protected tenant of the
235 rights provided under subsections (b) and (c) of this section. Such notice

236 shall be a one-page, plain-language summary of such rights and shall be
237 available in languages other than English, as determined by the
238 commissioner. Not later than January 1, 2023, such notice shall be posted
239 on the Department of Housing Internet web site.

240 Sec. 5. Section 47a-1 of the 2022 supplement to the general statutes is
241 repealed and the following is substituted in lieu thereof (*Effective October*
242 *1, 2022*):

243 As used in this chapter, sections 2, 3 and 6 of this act and sections 47a-
244 21, as amended by this act, 47a-23 to 47a-23c, inclusive, as amended by
245 this act, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-
246 41a, 47a-43 and 47a-46 and section 47a-7b:

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

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

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

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

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

263 (f) "Person" means an individual, corporation, limited liability
264 company, the state or any political subdivision thereof, or agency,
265 business trust, estate, trust, partnership or association, two or more

266 persons having a joint or common interest, and any other legal or
267 commercial entity.

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

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

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

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

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

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

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

297 Sec. 6. (NEW) (*Effective October 1, 2022*) Any landlord shall provide,
 298 at the time a tenant executes a rental agreement for any residential
 299 dwelling unit owned by the landlord, an application for admission as
 300 an elector to each tenant who is eligible to apply for admission as an
 301 elector pursuant to section 9-12 of the general statutes.

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>October 1, 2022</i>	47a-21(a) and (b)
Sec. 2	<i>October 1, 2022</i>	New section
Sec. 3	<i>October 1, 2022</i>	New section
Sec. 4	<i>October 1, 2022</i>	47a-23c
Sec. 5	<i>October 1, 2022</i>	47a-1
Sec. 6	<i>October 1, 2022</i>	New section

Statement of Legislative Commissioners:

Section 1(a)(3) was rewritten for clarity and consistency; in Sections 1(b)(1) and 1(b)(2), "coverage" was added for clarity and consistency; in Section 1(b)(3), "requires" was changed to "would otherwise require" for accuracy and "except as provided in subdivision (5) of this subsection" was added for accuracy; in Section 2(a), "or their designees" was added after "the landlord and tenant" for consistency, "on the walk-through checklist" was added after "shall specifically note" for accuracy, and "walk-through" was added before "checklist" for consistency; and definitions were moved from Sections 2, 3 and 6 to a reference in Section 5, for consistency with standard drafting conventions.

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:

Agency Affected	Fund-Effect	FY 23 \$	FY 24 \$
Department of Housing	GF - Potential Cost	Minimal	None
Revenue Serv., Dept.	GF - Potential Revenue Gain	See Below	See Below

Note: GF=General Fund

Municipal Impact: None

Explanation

The bill requires the Commissioner of Housing to create a one-page notice of certain tenants' rights and to provide it in languages other than English, as determined by the Commissioner, on the Department of Housing (DOH) website. To the extent additional language versions are provided, there is a cost to DOH of approximately \$500 per language for translation services. There is no cost to DOH to prepare a standardized preoccupancy walk-through checklist and to post it on the agency's website.

The bill also allows landlords to accept damage insurance in lieu of a security deposit, given the damage insurance policy meets certain criteria. The bill appears to establish a new insurance product that is not currently offered in the state. To the extent licensed insurance carriers begin to sell it, there would be a revenue gain to the General Fund from the 1.5% insurance premiums tax on direct written premiums sold.

The bill also makes various changes impacting landlords and residential tenants that have no fiscal impact because the state is not a

direct landlord.

The Out Years

The annualized ongoing fiscal impact identified above would continue into the future.

Sources: Department of Housing

OLR Bill Analysis**sHB 5234*****AN ACT CONCERNING THE RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS.*****SUMMARY**

This bill makes a number of changes in laws about landlords and tenants.

The bill allows landlords to accept certain bonds and commercial insurance coverage (i.e., "damage insurance coverage") in place of traditional security deposits. The bill establishes limits to the amount of damage insurance coverage landlords may demand that align with existing caps on security deposits. Among other things, the bill also establishes criteria for these policies and the companies that offer them.

Beginning January 1, 2023, the bill requires landlords to give tenants the opportunity to request and complete a pre-occupancy "walk-through" of a dwelling unit after or at the time of entering into a rental agreement. The bill prohibits a landlord from keeping any portion of a tenant's security deposit or seeking payment for conditions specifically identified during the walk-through. Rental agreements entered into before January 1, 2023, are exempt from the bill's walk-through requirements.

The bill limits rental application-related fees that landlords may demand from prospective tenants to reimbursements for tenant screening reports that cannot exceed \$20. It requires landlords to (1) provide tenants with these reports and a receipt or invoice and (2) waive the fee if the prospective tenant provides a recent tenant screening report that is satisfactory to the landlord.

Beginning January 1, 2023, the bill requires landlords or their agents

to provide certain "protected tenants" with a written Department of Housing (DOH) notice summarizing applicable protections when a unit is rented to, or a rental agreement is entered into or renewed with, them.

The bill also requires landlords who own the dwelling unit to provide all tenants who are eligible to apply for admission as an elector with a voter registration application when the tenant executes a residential rental agreement.

Finally, the bill makes technical and conforming changes.

EFFECTIVE DATE: October 1, 2022

§ 1 — DAMAGE INSURANCE COVERAGE FOR RENTERS

The bill allows landlords to accept "damage insurance coverage" in place of security deposits and designate certain insurance companies from which he or she will accept policies. It requires lease agreements between landlords and tenants to identify these accepted insurance companies.

Under the bill, damage insurance means a bond or commercial insurance coverage, in an amount specified in the rental agreement and not to exceed the existing caps on security deposits, to secure the tenant's performance of the rental agreement's terms and conditions. By law, landlords cannot demand a security deposit that exceeds (1) two months' rent for tenants under age 62 or (2) one month's rent for tenants age 62 or older. The bill applies these caps to damage insurance coverage.

The bill requires a landlord, after previously accepting a tenant's damage insurance coverage exceeding one month's rent in place of a security deposit, to later accept replacement damage insurance from the tenant in amount up to one month's rent if the tenant subsequently turned 62-years-old during his or her lease agreement.

Under the bill, damage insurance coverage policies must meet the following criteria:

1. be provided by an insurance company that (a) is licensed or authorized to do business in the state and (b) agrees to approve or deny claim payments in accordance with the Insurance Department's regulations;
2. permit monthly payment of premiums unless the tenant selects a different payment schedule;
3. take effect when a tenant makes the first premium payment and remain effective for the entire lease time with certain exceptions; and
4. provide per claim coverage not less than the amount the landlord would have required for the security deposit.

Additionally, the bill requires insurance companies that provide damage insurance coverage to provide landlords with written notice within 10 days after a tenant cancels a policy or allows it to lapse.

Finally, the bill allows tenants that have opted to use a damage insurance coverage policy to cancel it at any time and instead pay the full security deposit their landlord requires. In such a case, the bill prohibits a landlord from altering the lease terms. (Presumably, this means altering the terms other than the security deposit provision.)

§ 2 — PRE-OCCUPANCY WALK-THROUGHS

Beginning January 1, 2023, the bill requires landlords to give tenants the opportunity to request and complete a pre-occupancy "walk-through" of a dwelling unit after or at the time of entering into a rental agreement.

Under the bill, a "walk-through" means a joint, in-person inspection of a dwelling unit by the landlord and tenant or their designees to note and list the unit's existing conditions, defects, or damages using a DOH checklist. The bill requires the DOH commissioner to prepare this standardized, pre-occupancy walk-through checklist and make it available on DOH's website by December 1, 2023. Following a

walkthrough, landlords and tenants or their designees must each sign and receive duplicate copies of the checklist.

When a tenant vacates the dwelling unit, the bill prohibits a landlord from keeping any portion of a tenant's security deposit or seeking payment for a condition, defect, or damage noted in the preoccupancy walk-through checklist. In administrative or judicial proceedings, this checklist is admissible, but not conclusive, as evidence of the unit's condition at the beginning of a tenant's occupancy.

§ 3 — LIMITS ON APPLICATION FEES FOR PROSPECTIVE TENANTS

The bill prohibits landlords from requiring prospective tenants to pay rental application-related fees or make any other payments before or at the start of tenancy unless the fee is for a tenant screening report. Under the bill, a "tenant screening report" means a credit report, a criminal background report, an employment history report, a rental history report, or any combination of these that a landlord uses to determine a prospective tenant's suitability.

The bill allows landlords to charge prospective tenants a fee or fees to reimburse costs associated with conducting a tenant screening report. The cumulative fee cannot exceed \$20 or the actual cost of the report, whichever is less. Additionally, the bill requires landlords to waive the tenant screening report fee if a prospective tenant provides a copy of a tenant screening report that (1) is satisfactory to the landlord and (2) was conducted within 30 days of the tenant's rental application.

§ 4 — REQUIRED NOTICE FOR PROTECTED TENANTS

By law, "protected tenants" are generally those residing in certain buildings or mobile manufactured home parks who are (1) at least age 62 or (2) individuals with disabilities. Existing law prohibits protected tenants from being evicted solely for their lease expiring (i.e., lapse of time). It also requires that their rent only be increased by an amount that is fair and equitable and allows those aggrieved by a rent increase, and residing in a municipality without a fair rent commission, to bring action to contest the increase in Superior Court. Beginning January 1,

2023, the bill requires landlords or their agents to provide protected tenants with a written DOH notice summarizing these provisions when a unit is rented to, or a rental agreement is entered into or renewed with, them.

Under the bill, the DOH commissioner must create a one-page, plain-language summary of protected tenants' rights and post it on the department website by January 1, 2023. The bill requires that the notice be available in other languages in addition to English, as determined by the commissioner.

BACKGROUND

Related Bill

HB 5233 (File 107), favorably reported by the Housing Committee, extends protections available to “protected tenants” to all tenants in those buildings.

COMMITTEE ACTION

Housing Committee

Joint Favorable Substitute

Yea 15 Nay 0 (03/15/2022)