

# CHAPTER 830\*

## RIGHTS AND RESPONSIBILITIES OF LANDLORD AND TENANT

\*See Sec. 8-206e re housing assistance and counseling demonstration program.

See Sec. 53a-214 re criminal lockout.

Cited. 192 C. 207. Landlord and tenant act, Secs. 47a-1 through 47a-20a cited. 13 CA 1; Secs. 47a-1 through 47a-61 cited. Id. Sec. 47a-1 et seq., rights and responsibilities of landlord and tenant, cited. 211 C. 690. Sec. 47a-1 et seq., landlord and tenant act cited. 213 C. 354.

Cited. 19 CA 564. Sec. 47a-4 et seq. cited. 32 CA 133. No indication in Landlord and Tenant Act that legislature intended to supplant any common-law claim for constructive eviction when it created a private cause of action under the act. 95 CA 658.

Cited. 35 CS 151. This chapter and chapter 831 were passed to aid residential apartment dwellers and do not apply to commercial leases. 36 CS 611. Cited. 37 CS 579. Cited. 38 CS 341; Id., 683. Landlord and tenant act, Sec. 47a-1 et seq., cited. 41 CS 283.

### Table of Contents

[Sec. 47a-1. Definitions.](#)

[Sec. 47a-2. Arrangements exempted from application of title. Applicability of title to mobile manufactured homes and home parks. Transient occupancy in hotel, motel or similar lodging.](#)

[Sec. 47a-2a.](#)

[Sec. 47a-3. Rental agreement: Permissible terms.](#)

[Sec. 47a-3a. Rental agreement: Payment of rent. Written receipt for cash payment.](#)

[Sec. 47a-3b. Rental agreement: Term of tenancy in absence of agreement.](#)

[Sec. 47a-3c. Payment in absence of rental agreement.](#)

[Sec. 47a-3d. \(Formerly Sec. 47-22\). Holding over not evidence of new lease. Determination of monthly lease.](#)

[Sec. 47a-3e. Notice to potential tenant when dwelling unit located in common interest community.](#)

[Sec. 47a-4. Terms prohibited in rental agreement.](#)

[Sec. 47a-4a. Effect of failure to comply with section 47a-7.](#)

[Sec. 47a-4b. \(Formerly Sec. 53-303g\). Commercial leases. Certain provisions void.](#)

[Sec. 47a-5. \(Formerly Sec. 47-24a\). Penalty for allowing occupancy without certificate of occupancy.](#)

[Sec. 47a-6. Identification of landlord.](#)

[Sec. 47a-6a. Filing in designated municipal office of residential address of nonresident landlord.](#)

[Sec. 47a-6b. Civil penalties for failure to file residential address of nonresident landlord.](#)

[Sec. 47a-7. Landlord's responsibilities.](#)

[Sec. 47a-8. \(Formerly Sec. 47-24c\). Paint not conforming to standards renders property unfit.](#)

[Sec. 47a-9. Landlord rules and regulations.](#)

[Sec. 47a-10. Termination of responsibility.](#)

[Sec. 47a-11. Tenant's responsibilities.](#)

[Sec. 47a-11a. Abandonment of unit by tenant.](#)

[Sec. 47a-11b. Abandonment of unit by occupants. Landlord's remedies.](#)

[Sec. 47a-11c. Breach of rental agreement by tenant. Measure of damages.](#)

[Sec. 47a-11d. Death of tenant. Landlord's remedies.](#)

[Sec. 47a-12. Breach of agreement by landlord. Tenant's remedies.](#)

[Sec. 47a-13. Failure of landlord to supply essential services. Tenant's remedies.](#)

[Sec. 47a-13a. Implementation of energy conservation measures by tenant.](#)

[Sec. 47a-14. Damage or destruction of unit. Tenant's remedies.](#)

[Sec. 47a-14a. \(Formerly Sec. 19-347k\). Action for private receivership of tenement house. Complaint. Notice of action.](#)

[Sec. 47a-14b. \(Formerly Sec. 19-347l\). Tenement receivership: Hearing by referee; judgment; no right to jury trial.](#)

[Sec. 47a-14c. \(Formerly Sec. 19-347m\). Tenement receivership: Defense.](#)

[Sec. 47a-14d. \(Formerly Sec. 19-347n\). Tenement receivership: Judgment.](#)

[Sec. 47a-14e. \(Formerly Sec. 19-347o\). Tenement receivership: Owner's right to collect rent moneys.](#)

[Sec. 47a-14f. \(Formerly Sec. 19-347p\). Tenement receivership: Order to remove or remedy conditions in lieu of judgment; application for hearing for judgment.](#)

[Sec. 47a-14g. \(Formerly Sec. 19-347q\). Tenement receivership: Judgment and appointment of receiver after failure to comply with order.](#)

[Sec. 47a-14h. Action by individual tenant to enforce landlord's responsibilities. Payment of rent into court.](#)

[Sec. 47a-15. Noncompliance by tenant. Remedy of breach by tenant. Landlord's remedies.](#)

[Sec. 47a-15a. Nonpayment of rent by tenant: Landlord's remedy.](#)

[Sec. 47a-16. When landlord may enter rented unit.](#)

[Sec. 47a-16a. Notification by tenant of extended absence. When landlord may enter.](#)

[Sec. 47a-17. Tenant to occupy only as dwelling unit.](#)

[Sec. 47a-18. Judicial relief if tenant refuses entry.](#)

[Sec. 47a-18a. Judicial relief if landlord unlawfully enters.](#)

[Sec. 47a-19. Rental agreement: Acceptance of rent when overdue.](#)

[Sec. 47a-20. \(Formerly Sec. 19-375a\). Retaliatory action by landlord prohibited.](#)

[Sec. 47a-20a. Actions deemed not retaliatory.](#)

[Secs. 47a-20b to 47a-20d.](#)

[Sec. 47a-20e. Protection of tenant in foreclosed property.](#)

[Sec. 47a-20f. Offer of incentive to tenant in foreclosed property to vacate.](#)

**Sec. 47a-1. Definitions.** As used in this chapter and sections 47a-21, 47a-23 to 47a-23c, inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46:

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

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

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

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

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

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

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

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

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

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

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

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

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

(P.A. 76-95, S. 1, 27; 76-435, S. 75, 82; P.A. 79-571, S. 2; 79-631, S. 96, 111; P.A. 86-267, S. 4; P.A. 89-254, S. 1; P.A. 91-383, S. 13; P.A. 95-79, S. 171, 189.)

History: P.A. 76-435 deleted provision in Sec. 27 of P.A. 76-95 which specified that the act applied to "rental agreements entered into or extended or renewed on and after" January 1, 1977; P.A. 79-571 added Subdiv. (m) defining "tenement house" and revised list of applicable sections; P.A. 79-631 removed Sec. 47a-26 from list of applicable sections; P.A. 86-267 made definitions applicable to section 47a-23c and rephrased definition of dwelling unit; P.A. 89-254 redefined "dwelling unit" to include realty "designed to be occupied" as a home or residence; P.A. 91-383 amended the definition of "landlord" to include the owner, lessor or sublessor of "the premises", amended the definition of "rental agreement" to include rules and regulations adopted under "subsection (d) of section 21-70", and amended the definition of "tenant" to include a person occupying "premises"; P.A. 95-79 redefined "person" to include a limited liability company, effective May 31, 1995.

Cited. 40 CA 513.

Cited. 38 CS 683.

Subdiv. (a):

Cited. 237 C. 679.

Subdiv. (c):

Cited. 237 C. 679.

Cited. 36 CS 611. Cited. 38 CS 1.

Subdiv. (d):

Cited. 237 C. 679.

Cited. 4 CA 608.

Cited. 36 CS 611.

Subdiv. (e):

Cited. 194 C. 129. Cited. 237 C. 679.

Defendant's argument that sublessor is not an owner is misplaced, as it overlooks Subpara. (2), which provides in part that owner is one who has a beneficial interest in the premises and the right to possession. 81 CA 486.

Subdiv. (g):

Cited. 28 CA 684.

Subdiv. (i):

Cited. 36 CS 611.

Subsec. (j):

Cited. 190 C. 364.

Cited. 38 CS 1.

Subdiv. (l):

Cited. 215 C. 367.

Cited. 4 CA 608. Cited. 25 CA 177.

Cited. 37 CS 579. Cited. 38 CS 370.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-2. Arrangements exempted from application of title. Applicability of title to mobile manufactured homes and home parks. Transient occupancy in hotel, motel or similar lodging.** (a) Unless created to avoid the application of this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, the following arrangements are not governed by this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46: (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling or religious service, or any similar service; (2) occupancy under a contract of sale of a dwelling unit or the property of which such unit is a part, if the occupant is the purchaser or a person who succeeds to his interest; (3) occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of such organization; (4) transient occupancy in a hotel or motel or similar lodging; (5) occupancy by an owner of a condominium unit; and (6) occupancy by a personal care assistant or other person who is employed by a person with a disability to assist and support such disabled person with daily living activities or housekeeping chores and is provided dwelling space in the personal residence of such disabled person as a benefit or condition of such employment.

(b) Except as otherwise provided in chapter 412 or in this chapter, this chapter shall not apply to the rental of a space or lot in a mobile manufactured home park by a resident of a mobile manufactured home in such park who is also the owner of such mobile manufactured home. This chapter shall apply to the rental of a mobile manufactured home and premises in a mobile manufactured home park by a person other than the owner of such mobile manufactured home. Chapter 833a, except sections 47a-52, 47a-55, 47a-56i, 47a-56k and 47a-58 to 47a-61, inclusive, shall not apply to mobile manufactured home parks. Chapters 831, 832, 833 and 834, and the applicable parts of chapter 833a, shall apply to all residents of a mobile manufactured home park, including owners of mobile manufactured homes, except as otherwise provided in chapter 412.

(c) For the purposes of subdivision (4) of subsection (a) of this section and subdivision (4) of section 47a-36:

(1) Occupancy in a hotel, motel or similar lodging for less than thirty days is transient, except that such occupancy is not transient if the dwelling unit or room in such hotel, motel or lodging is occupied as the primary residence of the occupant from the beginning of such occupancy; and

(2) Occupancy in a hotel, motel or similar lodging for thirty days or more is not transient, except that such occupancy is transient if the dwelling unit or room in such hotel, motel or lodging is not occupied as the primary residence of the occupant and the occupancy is for less than ninety days.

(P.A. 76-95, S. 2, 27; 76-435, S. 75, 82; P.A. 79-571, S. 3; P.A. 91-383, S. 14; P.A. 98-61, S. 2; P.A. 02-30, S. 1; P.A. 03-278, S. 100.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 revised list of applicable sections; P.A. 91-383 added Subsec. (b) re applicability of landlord and tenant laws to residents and owners of mobile manufactured homes and to the rental of mobile manufactured home parks; P.A. 98-61 added Subsec. (a)(6) re occupancy by a personal care assistant or other person employed by a person with a disability to assist and support such disabled person with daily living activities or housekeeping chores; P.A. 02-30 added Subsec. (c) re transient occupancy in a hotel, motel or similar lodging; P.A. 03-278 made technical changes in Subsec. (a), effective July 9, 2003.

Cited. 190 C. 364.

Cited. 17 CA 1. Cited. 19 CA 483.

Cited. 38 CS 1; Id., 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-2a.** Transferred to Chapter 814c, Sec. 46a-64a.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-3. Rental agreement: Permissible terms.** A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(P.A. 76-95, S. 3, 27; 76-435, S. 75, 82; P.A. 79-571, S. 4.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 deleted former Subsecs. (b) to (d) which had required tenant to pay fair rental value in absence of an agreement, which had specified when rent is payable and which had specified tenancy as month-to-month or week-to-week unless rental agreement fixes a definite term.

Cited. 38 CS 1; Id., 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-3a. Rental agreement: Payment of rent. Written receipt for cash payment.** (a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) Unless otherwise agreed: (1) Rent is payable at the dwelling unit; (2) periodic rent is payable at the beginning of any term of one month or less and for terms of more than one month in equal monthly installments at the beginning of each month.

(c) Upon receipt of a payment in cash from or on behalf of an occupant, a landlord shall provide the person making the payment with a receipt stating the date of the payment, the amount received and the purpose for which the payment was made.

(P.A. 79-571, S. 5; P.A. 93-159; P.A. 01-44.)

History: P.A. 93-159 added Subsec. (c) requiring a landlord to provide a receipt for a cash payment; P.A. 01-44 amended Subsec. (c) by deleting provision re request of receipt by person making cash payment.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-3b. Rental agreement: Term of tenancy in absence of agreement.** Unless the rental agreement fixes a definite term, the tenancy is month to month, except in the case of a tenant who pays weekly rent, then the tenancy is week to week.

(P.A. 79-571, S. 11.)

Cited. 7 CA 301. Cited. 16 CA 574.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-3c. Payment in absence of rental agreement.** In the absence of agreement, the tenant shall pay the fair rental value for the use and occupancy of the dwelling unit.

(P.A. 79-571, S. 7.)

Cited. 4 CA 608. Cited. 13 CA 150. Cited. 16 CA 574. Cited. 17 CA 92. Illegal lease contrasted with situation contemplated by statute where recovery for use and occupancy is premised on absence of lease or termination of valid lease agreement by notice to quit. 24 CA 385. Cited. 27 CA 706.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-3d. (Formerly Sec. 47-22). Holding over not evidence of new lease. Determination of monthly lease.** Holding over by any lessee, after the expiration of the term of his lease, shall not be evidence of any agreement for a further lease. Parol leases of lands or tenements reserving a monthly rent and in which the time of their termination is not agreed upon shall be construed to be leases for one month only.

(1949 Rev., S. 7106; P.A. 79-571, S. 1.)

History: Sec. 47-22 transferred to Sec. 47a-3d in 1979; P.A. 79-571 restated provisions.

Before this statute a tenant under a lease for one year holding over was responsible for another term on the same conditions. 9 C. 338. Under this statute mere holding over no evidence of new lease. 66 C. 432. To constitute a lease from month to month under this section, three things are requisite: a parol lease, a monthly rent and no agreed time for the termination of the lease. 67 C. 570. Lessor's duty to repair, under lease within statute. 73 C. 173; 74 C. 710; 131 C. 76; 132 C. 50. Effect of holding over after tenancy for one month. 74 C. 610; 80 C. 504; So, after oral lease for term of years with annual rental. Id., 453. Parol lease with monthly

rental, to continue as long as lessee desires, is in statute. Id., 607. Oral lease for three years not in statute. 82 C. 413. Effect of lease reserving rentals weekly, monthly or yearly, with no definite termination. 83 C. 407; 94 C. 458. Written lease for definite term not in statute. 91 C. 152. Holding over on monthly rental after termination of five year lease is tenancy from month to month. 94 C. 456. Effect of holding over after ten year lease with power of renewal unexercised. 95 C. 465. Payment of rent by tenant holding over did not constitute new lease. 115 C. 291. Effect of holding over covered by terms of lease. 116 C. 86. Where offer and acceptance of new lease not clear, holding over is within the statute. 119 C. 428. A tenancy may be renewed, where, in addition to holding over, there is acquiescence by the landlord. Id.; 128 C. 497. Cited. 125 C. 551. Statute applied with reference to damages under Emergency Price Control Act. 131 C. 131; 132 C. 58. Where there is dispute as to any essential terms of new tenancy, no lease can be implied from tenant's holding over. 136 C. 603. In month to month tenancy, when landlord insists on one rental and tenant on another, there is no meeting of minds and no contract. 137 C. 513. Cited. 148 C. 21. Cited. 140 C. 219. Cited. 196 C. 591.

Cited. 5 CA 302. Cited. 16 CA 574. Cited. 33 CA 570. Cited. 43 CA 113.

Cited. 18 CS 491. Where there is no agreement as to terms of continued occupancy by tenant at sufferance, he is liable for reasonable rental value of premises. 23 CS 504. Cited. 38 CS 683.

Where lease includes provision for lessee's option to extend lease and no notice of extension is required by lease, mere continuation of occupancy, at end of original term, is sufficient exercise of option. 2 Conn. Cir. Ct. 34. Tenant on month-to-month basis who refused to pay increased rent and vacated premises but left in full operation a large commercial sign, held liable for reasonable value of continued use and occupancy. 5 Conn. Cir. Ct. 427.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

### **Sec. 47a-3e. Notice to potential tenant when dwelling unit located in common interest community.**

Whenever a dwelling unit in a common interest community is rented from a declarant, successor declarant or person acting on the declarant's or successor declarant's behalf, such declarant, successor declarant or person shall, prior to entering into a rental agreement, provide the tenant with a written notice that the dwelling unit is located in a common interest community.

(P.A. 88-322, S. 2.)

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-4. Terms prohibited in rental agreement.** (a) A rental agreement shall not provide that the tenant: (1) Agrees to waive or forfeit rights or remedies under this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of the general statutes or any municipal ordinance unless such section or ordinance expressly states that such rights may be waived; (2) authorizes the landlord to confess judgment on a claim arising out of the rental agreement; (3) agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; (4) agrees to waive his right to the interest on the security deposit pursuant to section 47a-21; (5) agrees to permit the

landlord to dispossess him without resort to court order; (6) consents to the distraint of his property for rent; (7) agrees to pay the landlord's attorney's fees in excess of fifteen per cent of any judgment against the tenant in any action in which money damages are awarded; (8) agrees to pay a late charge prior to the expiration of the grace period set forth in section 47a-15a or to pay rent in a reduced amount if such rent is paid prior to the expiration of such grace period; or (9) agrees to pay a heat or utilities surcharge if heat or utilities is included in the rental agreement.

(b) A provision prohibited by subsection (a) of this section included in a rental agreement is unenforceable.

(P.A. 76-95, S. 4, 27; 76-435, S. 75, 82; P.A. 77-451, S. 1; P.A. 79-571, S. 9; P.A. 82-274, S. 3; P.A. 87-154, S. 2; May Sp. Sess. P.A. 92-11, S. 37, 70; P.A. 05-56, S. 1.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history to Sec. 47a-1; P.A. 77-451 substituted "shall" for "may"; P.A. 79-571 revised list of applicable sections and deleted former Subsec. (c) prohibiting rental agreements which would permit receipt of rent for period during which landlord fails to comply with Sec. 47a-7(a), see Sec. 47a-4a; P.A. 82-274 amended Subsec. (a)(7) by restricting the limitation on the amount of attorney's fees to actions in which money damages are awarded; P.A. 87-154 added Subsec. (a)(8) prohibiting a provision whereby a tenant agrees to pay a late charge or to pay rent in a reduced amount prior to the expiration of the statutory grace period; May Sp. Sess. P.A. 92-11 amended Subsec. (a)(4) to correct a statutory reference by replacing Sec. 47a-22 with Sec. 47a-21; P.A. 05-56 added Subsec. (a)(9) prohibiting heat and utilities surcharge clauses in residential leases, effective October 1, 2005, and applicable to rental agreements or renewals of rental agreements signed on or after that date.

Subsec. (a):

See Secs. 47-24d and 47-24b, revision of 1958, revised to 1975, respectively, for prior law.

Cited. 4 CA 209. Cited. 10 CA 527. Cited. 32 CA 133. Sec. 47a-4 et seq. cited. Id.

Cited. 35 CS 151; Id., 549. Cited. 36 CS 611. Cited. 38 CS 683.

Subsec. (a):

Subdiv. (7) cited. 38 CS 341. Cited. Id., 393.

Former subsec. (c):

Subsection must be read so as to provide tenant with remedy for landlord's violation of section 47a-7(a), and therefore tenant was not liable for rent while premises were uninhabitable; uninhabitability of premises excuses withholding of rent. 35 CS 151. Cited. 36 CS 47.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-4a. Effect of failure to comply with section 47a-7.** A rental agreement shall not permit the receipt of rent for any period during which the landlord has failed to comply with subsection (a) of section 47a-7.

(P.A. 79-571, S. 10.)

Cited. 190 C. 552. Cited. 191 C. 484. Cited. 208 C. 620. Cited. 209 C. 243. Cited. 217 C. 313. Cited. 235 C. 360; see also 40 CA 219.

Cited. 4 CA 209. Cited. 16 CA 444. Cited. 31 CA 359. Cited. 32 CA 133. Cited. 35 CA 126; judgment reversed, see 235 C. 360. Cited. 45 CA 46.

Failure to install smoke detectors constitutes a material safety hazard and tenants are relieved of obligation to pay rent during period detectors not installed. 38 CS 67. Cited. Id., 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-4b. (Formerly Sec. 53-303g). Commercial leases. Certain provisions void.** No lease of commercial space in a shopping center or in a building occupied by two or more businesses entered into on or after October 1, 1979, shall require a lessee to be open for business seven days a week or on any specified day of the week. Any provision in a lease which violates this section shall be void.

(P.A. 79-415, S. 1.)

History: Sec. 53-303g transferred to Sec. 47a-4b in 1997.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-5. (Formerly Sec. 47-24a). Penalty for allowing occupancy without certificate of occupancy.** In any borough, city or town which requires a certificate of occupancy prior to human habitation of any building located therein, if any building is occupied in whole or in part without such occupancy permit, the owner or lessor of the premises shall be liable for a civil penalty of not more than twenty dollars per day, per apartment or dwelling unit, for not more than two hundred days for such period of unlawful occupation.

(1959, P.A. 415, S. 1; P.A. 79-571, S. 8; P.A. 97-231, S. 4; P.A. 98-107, S. 4, 6.)

History: Sec. 47-24a transferred to Sec. 47a-5 in 1977; P.A. 79-571 rephrased provisions but made no substantive changes; P.A. 97-231 revised the sanction for an owner or lessor who allows occupancy of premises without a certificate of occupancy by replacing the prohibition on the recovery of rent for such period of unlawful occupation with a civil penalty of not more than \$20 per day for such period; P.A. 98-107 specified that the daily civil penalty is "per apartment or dwelling unit, for not more than two hundred days", effective July 1, 1998.

See Sec. 47a-57 re certificate of occupancy requirement with respect to apartments or dwelling units containing three or more housing units.

Annotation to former section 47-24a:

Statute does not authorize action by tenant for recovery of rent voluntarily paid during period of violation.

## 150 C. 702.

Annotations to present section:

Cited. 191 C. 484.

Cited. 10 CA 527. Cited. 32 CA 133.

Cited. 37 CS 688. Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-6. Identification of landlord.** (a) It is the duty of the landlord or an agent authorized by him, or any successor landlord or such successor's agent to notify the tenant in writing, on or before the commencement of the tenancy, or in the case of a successor at the time of such succession, of the name and address of (1) the person authorized to manage the premises and (2) the person who is authorized to receive all notices, demands and service of process. Such name and address shall be kept current.

(b) If the landlord fails to comply with subsection (a) of this section, the person authorized by the landlord to enter into the rental agreement with the tenant shall be deemed the agent of the landlord for (1) service of process and receipt of any such notices or demands, and (2) for performing the obligations of the landlord under sections 47a-7 and 47a-13 and the rental agreement, and (3) expending funds from the rent collected from the premises to perform such obligations.

(P.A. 76-95, S. 6, 27; 76-435, S. 75, 82; P.A. 79-571, S. 13.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 made minor changes, substituting "is" for "shall be" in Subsec. (a) and replacing alphabetic Subdiv. indicators with numeric indicators in Subsec. (b).

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-6a. Filing in designated municipal office of residential address of nonresident landlord.** (a) As used in this section, "address" means a location as described by the full street number, if any, the street name, the city or town, and the state, and not a mailing address such as a post office box, "dwelling unit" means any house or building, or portion thereof, which is rented, leased or hired out to be occupied, or is arranged or designed to be occupied, or is occupied, as the home or residence of one or more persons, living independently of each other, and doing their cooking upon the premises, and having a common right in the halls, stairways or yards and "agent in charge" means one who manages real estate, including, but not limited to, the collection of rents and supervision of property.

(b) Any municipality may require the nonresident owner of occupied or vacant rental real property to maintain on file in the office of the tax assessor or other municipal office designated by the municipality, the current residential address of the nonresident owner of such property, if the owner is an individual, or the current residential address of the agent in charge of the building, if the nonresident owner is a corporation, partnership, trust or other legally recognized entity owning rental real property in the state. If such residential address changes, notice of the new residential address shall be provided by such nonresident owner or agent in charge of the building to the office of the tax assessor or other designated municipal office not more than twenty-one days after the date that the address change occurred. If the nonresident owner or agent fails to file an address under this section, the address to which the municipality mails property tax bills for the rental real property shall be deemed to be the nonresident owner or agent's current address. Such address may be used for compliance with the provisions of subsection (c) of this section.

(c) Service of state or municipal orders relating to maintenance of such rental real property or compliance with state law and local codes concerning such real property directed to the nonresident owner or agent at the address on file, or deemed to be on file in accordance with the provisions of this section, shall be sufficient proof of service of notice of such orders in any subsequent criminal or civil action against the owner or agent for failure to comply with the orders. The provisions of this section shall not be construed to limit the validity of any other means of giving notice of such orders that may be used by the state or such municipality.

(d) Any person who violates any provision of this section shall have committed an infraction.

(P.A. 05-223, S. 1.)

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

#### **Sec. 47a-6b. Civil penalties for failure to file residential address of nonresident landlord.**

Notwithstanding the provisions of section 51-164p, any municipality may by ordinance adopted by its legislative body establish a civil penalty for a violation of section 47a-6a, provided the amount of such civil penalty shall be not more than two hundred fifty dollars for the first violation and not more than one thousand dollars for any subsequent violation. Any person who is assessed a civil penalty pursuant to this section may appeal therefrom to the Superior Court. An appeal shall be instituted not later than thirty days after the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case pursuant to section 52-259, at the Superior Court facility designated by the Chief Court Administrator, which shall entitle such person to a hearing in accordance with the rules of the judges of the Superior Court.

(P.A. 05-223, S. 2.)

History: P.A. 05-223 effective July 6, 2005.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-7. Landlord's responsibilities.** (a) A landlord shall: (1) Comply with the requirements of chapter 368o and all applicable building and housing codes materially affecting health and safety of both the state or any political subdivision thereof; (2) make all repairs and do whatever is necessary to put and keep

the premises in a fit and habitable condition, except where the premises are intentionally rendered unfit or uninhabitable by the tenant, a member of his family or other person on the premises with his consent, in which case such duty shall be the responsibility of the tenant; (3) keep all common areas of the premises in a clean and safe condition; (4) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances and elevators, supplied or required to be supplied by him; (5) provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and (6) supply running water and reasonable amounts of hot water at all times and reasonable heat except if the building which includes the dwelling unit is not required by law to be equipped for that purpose or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection.

(b) If any provision of any municipal ordinance, building code or fire code requires a greater duty of the landlord than is imposed under subsection (a) of this section, then such provision of such ordinance or code shall take precedence over the provision requiring such lesser duty in said subsection.

(c) The landlord and tenant of a single-family residence may agree in writing that the tenant perform the landlord's duties specified in subdivisions (5) and (6) of subsection (a) and also specified repairs, maintenance tasks, alterations, or remodeling, provided the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(d) The landlord and tenant of a dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling if (1) the agreement of the parties is entered into in good faith; (2) the agreement is in writing; (3) the work is not necessary to cure noncompliance with subdivisions (1) and (2) of subsection (a) of this section; and (4) the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

(P.A. 76-95, S. 7, 27; 76-435, S. 75, 82; P.A. 77-451, S. 2; P.A. 79-571, S. 14; P.A. 80-235.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 77-451 substituted "or" for "and" preceding the word "supplied" in Subdiv. (6); P.A. 79-571 made technical grammatical corrections in Subsec. (a); P.A. 80-235 inserted new Subsec. (c) re agreements between landlord and tenant that tenant will perform landlord's duties, relettering former Subsec. (c) as (d) and specifying its applicability to dwelling units "other than a single family residence".

Cited. 191 C. 484. Cited. 196 C. 591. Cited. 211 C. 501. Cited. 213 C. 354. Cited. 217 C. 57. Cited. 231 C. 923. Cited. 235 C. 360; see also 40 CA 219. Cited. 242 C. 236.

Cited. 4 CA 209; Id., 608. Cited. 10 CA 527. Cited. 13 CA 1. Cited. 16 CA 444. Cited. 32 CA 133. Cited. 35 CA 126; judgment reversed, see 235 C. 360. Cited. 40 CA 219; Id., 595. Cited. 42 CA 324; judgment reversed, see 242 C. 236.

Tenants may plead breach of implied warranty of habitability as special defense to action for summary process. 35 CS 233. Cited. 36 CS 47; Id., 611. Failure to install smoke detectors constitutes a material safety hazard and tenants are relieved of obligation to pay rent during period detectors not installed. 38 CS 67. Cited. Id., 683. Cited. 41 CS 283. Cited. 44 CS 544.

Subsec. (a):

Subdiv. (2) cited. 190 C. 552; 208 C. 161. Subdiv. (3) cited. Id. Cited. Id., 620.

Subdiv. (3) cited. 12 CA 172. Cited. 31 CA 359. Subdiv. (2) cited. 40 CA 219. Cited. Id., 595. Subdiv. (2) cited. 43 CA 578. Subdiv. (1) cited. 45 CA 46.

Cited. 35 CS 151. Subdivs. (1) and (2) cited. Id., 549. Tenant's unilateral, self-serving declaration that conditions violate municipal codes is insufficient to meet burden of proof that conditions justify withholding rent. Id. Subdiv. (2): Intent of legislature was to make landlord's duty to maintain premises in a habitable condition dependent upon the covenant to pay rent. Tenant was relieved of obligation to pay rent while her apartment was uninhabitable. Id., 151. Cited. 37 CS 873. Cited. 38 CS 393. No provision in statute requires landlord to provide lawn and yard care; such expense is not necessary to keep premises "fit and habitable". Id., 603.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-8. (Formerly Sec. 47-24c). Paint not conforming to standards renders property unfit.**

Section 47a-8 is repealed, effective July 1, 1994.

(1971, P.A. 194, S. 4; P.A. 75-392, S. 1; P.A. 76-95, S. 20, 27; 76-435, S. 75, 82; P.A. 79-571, S. 15; P.A. 94-220, S. 11, 12.)

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-9. Landlord rules and regulations.** (a) A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. Such rule or regulation is enforceable against the tenant only if (1) the purpose of the rule or regulation is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for all the tenants generally; (2) the rule or regulation is reasonably related to the purpose for which it is adopted; (3) the rule or regulation applies to all tenants in the premises in a fair manner; (4) the rule or regulation is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he shall or shall not do to comply; and (5) the tenant has notice of the rule or regulation at the time he enters into the rental agreement or when the rule or regulation is adopted.

(b) If a rule or regulation that would result in a substantial modification of the terms of the rental agreement is adopted after the tenant enters into the rental agreement, such rule or regulation is not valid unless the tenant consents to such rule or regulation in writing.

(P.A. 76-95, S. 10, 27; 76-435, S. 75, 82; P.A. 79-571, S. 12.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 rephrased provisions of Subsec. (b) and substituted "the" for "such" where appearing in Subsec. (a).

Cited. 32 CA 133. Cited. 45 CA 46.

Cited. 35 CS 274. Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-10. Termination of responsibility.** (a) Unless otherwise agreed, a landlord who conveys premises, which include a dwelling unit subject to a rental agreement, to a bona fide purchaser, is relieved of liability under the rental agreement and the provisions of this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, with respect to any events occurring after written notice to the tenant of the conveyance.

(b) Unless otherwise agreed, a manager of premises which include a dwelling unit is relieved of liability under the rental agreement and this chapter and section 47a-21 as to events occurring after termination of his management.

(P.A. 76-95, S. 8, 27; 76-435, S. 75, 82; P.A. 79-571, S. 19.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 updated list of applicable sections.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-11. Tenant's responsibilities.** A tenant shall: (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of any building, housing or fire code materially affecting health and safety; (b) keep such part of the premises that he occupies and uses as clean and safe as the condition of the premises permit; (c) remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe manner to the place provided by the landlord pursuant to subdivision (5) of subsection (a) of section 47a-7; (d) keep all plumbing fixtures and appliances in the dwelling unit or used by the tenant as clean as the condition of each such fixture or appliance permits; (e) use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises in a reasonable manner; (f) not wilfully or negligently destroy, deface, damage, impair or remove any part of the premises or permit any other person to do so; (g) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises or constitute a nuisance, as defined in section 47a-32, or a serious nuisance, as defined in section 47a-15; and (h) if judgment has entered against a member of the tenant's household pursuant to subsection (c) of section 47a-26h for serious nuisance by using the premises for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit, except with the consent of the landlord.

(P.A. 76-95, S. 9, 27; 76-435, S. 75, 82; P.A. 79-571, S. 20; P.A. 86-267, S. 1; P.A. 89-254, S. 2.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 made minor technical changes but made no substantive changes; P.A. 86-267 amended Subdiv. (g) to prohibit conduct which constitutes a nuisance or serious nuisance; P.A. 89-254 added Subdiv. (h) requiring a tenant not to permit a person who has been evicted for the serious nuisance of using the premises for the illegal sale of drugs to resume occupancy of the dwelling unit.

Cited. 225 C. 600.

Cited. 5 CA 101. Cited. 13 CA 1. Cited. 19 CA 564. Cited. 28 CA 684. Cited. 31 CA 575. Cited. 32 CA 133.

Cited. 35 CS 274. Cited. 38 CS 683.

Subdiv. (b):

Cited. 12 CA 172.

Subdiv. (g):

Subsection's provisions are not restricted to actions of tenant and should take into account actions of tenant's guests. 79 CA 300.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-11a. Abandonment of unit by tenant.** (a) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental in mitigation of damages.

(b) If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment.

(P.A. 79-571, S. 16.)

Cited. 32 CA 133.

Cited. 38 CS 683. Cited. 39 CS 289.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-11b. Abandonment of unit by occupants. Landlord's remedies.** (a) For the purposes of this section, "abandonment" means the occupants have vacated the premises without notice to the landlord and do not intend to return, which intention may be evidenced by the removal by the occupants or their agent of substantially all of their possessions and personal effects from the premises and either (1) nonpayment of rent for more than two months or (2) an express statement by the occupants that they do not intend to occupy the premises after a specified date.

(b) If all the occupants abandon the dwelling unit, the landlord may send notice to each occupant at his last-known address both by regular mail, postage prepaid, and by certified mail, return receipt requested, stating that (1) he has reason to believe that the occupant has abandoned the dwelling unit, (2) he intends to reenter and take possession of the dwelling unit unless the occupant contacts him within ten days of receipt of

the notice, (3) if the occupant does not contact him, he intends to remove any possessions and personal effects remaining in the premises and to rerent the premises, and (4) if the occupant does not reclaim such possessions and personal effects within thirty days after the notice, they will be disposed of as permitted by this section. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which the landlord can be contacted. If the notices are returned as undeliverable, or the occupant fails to contact the landlord within ten days of the receipt of the notice, the landlord may reenter and take possession of the dwelling unit, at which time any rental agreement or lease still in effect shall be deemed to be terminated.

(c) The landlord shall not be required to serve a notice to quit as provided in section 47a-23 and bring a summary process action as provided in section 47a-23a to obtain possession or occupancy of a dwelling unit which has been abandoned. Nothing in this section shall relieve a landlord from complying with the provisions of sections 47a-1 to 47a-20a, inclusive, and sections 47a-23 to 47a-42, inclusive, if the landlord knows, or reasonably should know, that the occupant has not abandoned the dwelling unit.

(d) The landlord shall inventory any possessions and personal effects of the occupant in the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from the landlord within said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of said thirty-day period, the landlord may dispose of them as he deems appropriate.

(e) No action shall be brought under section 47a-43 against a landlord who takes action in compliance with the provisions of this section.

(P.A. 92-171, S. 8; P.A. 93-435, S. 17, 95.)

History: P.A. 93-435 made a technical change in Subsec. (c), substituting "occupant" for "tenant", effective June 28, 1993.

Cited. 32 CA 133.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-11c. Breach of rental agreement by tenant. Measure of damages.** If a landlord terminates a residential or commercial tenancy on the grounds that the tenant committed a breach of the rental agreement and the landlord brings an action for damages for the breach, such damages shall include the amount of rent agreed to by the parties but unpaid by the tenant. The landlord shall be obligated to mitigate damages. This section shall not limit either party's rights to assert other legal or equitable claims, counterclaims, defenses or set-offs.

(P.A. 97-231, S. 1.)

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-11d. Death of tenant. Landlord's remedies.** (a) If the sole occupant of a dwelling unit subject

to a monthly lease or a lease for a term has died and the landlord has complied with any provisions of any such lease permitting termination upon the death of the occupant, the landlord may elect to act in accordance with the provisions of this section. If the landlord elects to act in accordance with the provisions of this section, such landlord shall send notice to the next of kin, if known, of such occupant at the last-known address both by regular mail, postage prepaid, and by certified mail, return receipt requested, stating that (1) the occupant has died, (2) the landlord intends to remove any possessions and personal effects remaining in the premises and to rerent the premises, and (3) if the next of kin does not reclaim such possessions and personal effects within sixty days after the date of such notice, such possessions and personal effects will be disposed of as permitted by this section. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which the landlord can be contacted.

(b) (1) If notice is sent by the landlord to the next of kin, if known, as provided in subsection (a) of this section, or (2) if the landlord does not know any next of kin, the landlord shall file an affidavit with the probate court having jurisdiction concerning the possessions and personal effects of the deceased occupant. Such affidavit shall include the name and address of the deceased occupant, the date of death, the terms of the lease, and the names and addresses of the next of kin, if known.

(c) If the landlord acts in accordance with the provisions of this section, the landlord shall not be required to serve a notice to quit as provided in section 47a-23 and bring a summary process action as provided in section 47a-23a to obtain possession or occupancy of the dwelling unit. Nothing in this section shall relieve a landlord from complying with the provisions of sections 47a-1 to 47a-20a, inclusive, and sections 47a-23 to 47a-42, inclusive, if the landlord knows, or reasonably should know, that the dwelling unit has not been abandoned.

(d) On or after thirty days after the date of the filing of the affidavit pursuant to subsection (b) of this section, the landlord shall inventory any possessions and personal effects of the deceased occupant in the premises and shall file a copy of such inventory with the court of probate under subsection (b) of this section. The landlord may not remove them until fifteen days after such inventory is taken. Thereafter, the landlord may remove and store such possessions and personal effects for an additional fifteen days. The next of kin may reclaim such possessions and personal effects from the landlord within such sixty-day period. If the next of kin does not reclaim such possessions and personal effects by the end of such sixty-day period, the landlord may dispose of them in accordance with section 47a-42.

(e) If an application for probate of a will or letters of administration is filed with the court of probate having jurisdiction concerning the possessions and personal effects of the deceased occupant within fifty-five days of the filing of the affidavit of the landlord as provided in subsection (b) of this section, the probate court shall immediately notify the landlord of such filing and any action of the landlord pursuant to the provisions of this section shall cease.

(f) No action shall be brought under section 47a-43 against a landlord who takes action in accordance with the provisions of this section.

(P.A. 01-133.)

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-12. Breach of agreement by landlord. Tenant's remedies.** (a) If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with section 47a-7 which

materially affects health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach. If the breach is not remedied within fifteen days after receipt of the notice, the rental agreement shall terminate on such date. If substantially the same act or omission which constituted a prior noncompliance of which notice was given, recurs within six months of the first act of noncompliance, the tenant may terminate the rental agreement upon at least fourteen days written notice specifying (1) the date the breach complained of occurred and (2) the date the tenant intends to terminate the rental agreement by vacating the premises, which date shall be within thirty days of such breach.

(b) The tenant may not terminate the rental agreement under subsection (a) of this section for a condition caused by the wilful or negligent act or omission of such tenant, a member of his family, or other person on the premises with his consent.

(c) This section shall apply only to leases in which the term of the tenancy is more than one month.

(d) Nothing in this section shall in any way restrict the tenant's use of other remedies available to him.

(P.A. 76-95, S. 15, 27; 76-435, S. 75, 82; P.A. 79-571, S. 26; P.A. 97-231, S. 3.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 made minor change in wording of Subsec. (a) and corrected misspelled word and created Subsecs. (c) and (d) from provisions formerly in Subsec. (b); P.A. 97-231 amended Subsec. (a) to decrease from 21 to 15 days the time period for remedying the breach and provide that if the breach is not remedied within such time period the rental agreement will terminate "on such date" rather than "nine days thereafter".

See Secs. 47a-14a to 47a-14g, inclusive, re actions for private receivership of a tenement house.

Cited. 32 CA 133.

Cited. 35 CS 151. Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-13. Failure of landlord to supply essential services. Tenant's remedies.** (a) If the landlord is required to supply heat, running water, hot water, electricity, gas or other essential service, and if the landlord fails to supply such essential service and the failure is not caused by conditions beyond the landlord's control, the tenant may give notice to the landlord specifying the breach and may elect to (1) procure reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of the landlord's noncompliance and deduct the actual and reasonable cost of such service from the rent; or (2) procure reasonable substitute housing during the period of the landlord's noncompliance if the landlord fails to supply such service within two business days of such breach, except if the breach is the failure to provide the same service and such breach recurs within six months, the tenant may secure substitute housing immediately; or (3) if the failure to supply such service is wilful, the tenant may terminate the rental agreement and recover an amount not more than two months' periodic rent or double the actual damages sustained by him, whichever is greater. If the rental agreement is terminated, the landlord shall return all security and prepaid rent and interest required pursuant to section 47a-22, recoverable under section 47a-21.

(b) If the tenant elects to procure substitute housing as provided in subdivision (2) of subsection (a) of this section, rent otherwise owed to the landlord shall abate for the period of the landlord's noncompliance. In

addition, the tenant may recover the actual costs of such substitute housing, but in no event shall the tenant recover more than an amount equal to the amount of rent abated under this subsection. In any cause of action or defense to any action arising under subsection (a) of this section, the tenant may recover reasonable attorney's fees.

(c) Rights of the tenant under this section do not arise (1) until the tenant has given reasonable written or oral notice to the landlord or (2) if the condition was caused by the wilful or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(d) For the purposes of this section, "tenant" includes each resident of a mobile manufactured home park, as defined in section 21-64, including a resident who owns his own home, and "landlord" includes a "licensee" and an "owner" of a mobile manufactured home park, as defined in section 21-64.

(P.A. 76-95, S. 13, 27; 76-435, S. 75, 82; P.A. 79-571, S. 27; P.A. 91-383, S. 15.)

History: P.A. 76-435 changed effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 substituted "the" for "such" in Subsec. (a) where appearing; P.A. 91-383 added Subsec. (d) defining "tenant" and "landlord".

See Secs. 16-262c to 16-262h, inclusive, re termination of utility service for nonpayment generally.

Cited. 217 C. 57.

Cited. 30 CA 199. Cited 31 CA 359. Cited. 32 CA 133. Cited. 45 CA 46.

Cited. 37 CS 873. Cited. 38 CS 683. Court concluded that recovery of personal injury damages under section is neither consistent with the overall statutory scheme nor supported by legislative history. Cited. 44 CS 544.

Subsec. (b):

Cited. 10 CA 22.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-13a. Implementation of energy conservation measures by tenant.** (a) A tenant of any dwelling unit may, in accordance with subsection (b) of this section, at no cost to the landlord, implement or authorize the implementation of energy conservation measures in his dwelling unit or in any other part of the building which affects the tenant's level of energy consumption, which would otherwise require the consent of the landlord.

(b) In order to implement energy conservation measures under this section, the tenant or entity administering any energy conservation or weatherization program shall give written notice of the intent to implement such measures to the landlord by certified mail, return receipt requested. Unless the landlord gives written notice of his disapproval of such implementation by certified mail, return receipt requested, within twenty days of the giving of notice to him, such energy conservation measures may be implemented, provided that, to the extent his consent would otherwise be necessary, no such disapproval shall be effective as to the installation of removable weatherstripping around doors and windows, removable interior storm windows and

insulation wrap around hot water heating tanks.

(c) Nothing in this section shall (1) authorize the tenant to make structural changes to the building; (2) relieve the tenant or the landlord of their responsibilities and liabilities under sections 47a-7 and 47a-11; or (3) restrict the availability to the tenant of any other remedies which exist under any other law.

(P.A. 84-524.)

Cited. 32 CA 133.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14. Damage or destruction of unit. Tenant's remedies.** (a) If the dwelling unit or premises are damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant, unless such damage or destruction is caused by the tenant's negligence or wilful act, shall not be liable to pay rent for such period of time as such impairment continues. In such case, the tenant may (1) immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement shall terminate as of the date of vacating; or (2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or other casualty, in which case the tenant's liability for use and occupancy shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated, the landlord shall return all security and prepaid rent recoverable under section 47a-21. Accounting for rent, in the event of termination or apportionment, shall be made as of the date of the fire or other casualty.

(P.A. 76-95, S. 14, 27; 76-435, S. 75, 82.)

History: P.A. 76-435 changed effective date section of P.A. 76-95, see history for Sec. 47a-1.

See Sec. 47-24, revision of 1958, revised to 1975, for prior law.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14a. (Formerly Sec. 19-347k). Action for private receivership of tenement house. Complaint. Notice of action.** (a) A majority or more of the tenants occupying a tenement house, as defined in sections 19a-355 and 47a-1, may bring an action on behalf of all the tenants occupying such tenement house, alleging under oath the existence of one or more of the following conditions: Housing code violations, notice of termination of fuel oil or bottled gas delivery, lack of heat, running water, electricity, light or adequate sewage disposal facilities, other conditions dangerous to life, health or safety and infestation of rodents, vermin or other pests. The complaint shall set forth the address of the property and a description of

the conditions alleged to be hazardous to life, health and safety.

(b) Such action shall be brought in the superior court for the judicial district in which the premises are located in the same manner as in civil process naming all owners and mortgagees of record as defendants. There shall be no entry fee in such action.

(c) The plaintiffs shall cause a notice of the pendency of such action to be filed in the land records of the town in which such premises are located.

(1969, P.A. 728, S. 2; P.A. 73-633, S. 1, 6; P.A. 74-183, S. 230, 291; P.A. 76-436, S. 199, 681; P.A. 78-280, S. 1, 127; P.A. 79-571, S. 28; Oct. Sp. Sess. P.A. 79-8, S. 4, 6.)

History: P.A. 73-633 authorized bringing of class action on behalf of all tenants where previously procedure was to petition tenant's representative who then made investigation and commenced action if circumstances warrant action and replaced general reference to conditions described in Sec. 19-347j with specific list of conditions, i.e. housing code violations, lack of heat, etc.; P.A. 74-183 replaced circuit court with court of common pleas and "circuit" with "county or judicial district", effective December 31, 1974; P.A. 76-436 replaced court of common pleas with superior court, effective July 1, 1978; P.A. 78-280 deleted reference to counties; P.A. 79-571 reorganized provisions, added reference to Secs. 47a-1 and 47a-50 and divided section into Subsecs.; October, 1979, P.A. 79-8 omitted reference to Sec. 47a-50 and allowed actions re notice of termination of fuel oil or bottled gas delivery in Subsec. (a); Sec. 19-347k transferred to Sec. 47a-14a in 1981.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14b. (Formerly Sec. 19-347l). Tenement receivership: Hearing by referee; judgment; no right to jury trial.** (a) The Superior Court may refer the complaint to a referee who shall hold a hearing thereon, except that if the complaint alleges that there is an imminent danger to the life, health and safety of the tenants, the court may issue an immediate ex parte order granting such relief as it deems appropriate, pending a full hearing to be held not later than three days after such order is issued. Any retired judge of the Circuit Court, Court of Common Pleas or Superior Court shall be eligible to act as a referee. The Chief Court Administrator or his designee may appoint as many referees as are necessary to carry out the intent of sections 47a-14a to 47a-14g, inclusive.

(b) The referee shall take such testimony as he deems material, shall view the premises and shall, after the hearing, report forthwith his findings and recommendations to the court.

(c) The court shall review such report and enter judgment in accordance with said sections. Such report may be rejected for irregular or improper conduct in the performance of the duties of such referee in which event the court shall appoint another referee to make a report.

(d) There shall be no right to a jury trial in any of the proceedings.

(1969, P.A. 728, S. 3; P.A. 73-633, S. 2, 6; P.A. 74-183, S. 231, 291; P.A. 76-436, S. 10a, 200, 681; P.A.

79-571, S. 29; Oct. Sp. Sess. P.A. 79-8, S. 5, 6.)

History: P.A. 73-633 substituted reference to Sec. 19-347k for reference to Sec. 19-347j which was repealed in the same act; P.A. 74-183 transferred powers of circuit court to court of common pleas and powers of its appellate division to superior court, effective December 31, 1974; P.A. 76-436 authorized retired superior court judges to serve as referees, transferred power to appoint referees from chief judge of common pleas court to chief court administrator or his designee and deleted provision which had allowed aggrieved parties to appeal to superior court "in the same manner as an appeal from a civil judgment", effective July 1, 1978; P.A. 79-571 divided section into Subsecs.; October, 1979, P.A. 79-8 added exception in Subsec. (a) re immediate ex parte orders where complaint alleges that imminent danger to life, health and safety of tenants exists; Sec. 19-347l transferred to Sec. 47a-14b in 1981 and references to other sections within provisions revised as necessary to reflect their transfer.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14c. (Formerly Sec. 19-347m). Tenement receivership: Defense.** It shall be sufficient defense to a proceeding under sections 47a-14a to 47a-14g, inclusive, for the owner or any mortgagee or lienor of record to establish that: (1) The condition or conditions alleged in the petition did not in fact exist or that such condition or conditions have been removed or remedied; or (2) such condition or conditions have been caused by a petitioning tenant or tenants.

(1969, P.A. 728, S. 4; P.A. 73-633, S. 3, 6; P.A. 79-571, S. 30.)

History: P.A. 73-633 substituted reference to Sec. 19-347k for reference to Sec. 19-347j which was repealed in the same act; P.A. 79-571 made no substantive changes; Sec. 19-347m transferred to Sec. 47a-14c in 1981 and references to other sections within provisions revised as necessary to reflect their transfer.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14d. (Formerly Sec. 19-347n). Tenement receivership: Judgment.** (a) If the court finds that the plaintiffs have failed to establish the allegations of the complaint or that the owner or a mortgagee or lienor of record affirmatively established a defense or defenses specified in section 47a-14c, the court shall render a judgment dismissing the complaint.

(b) If the court finds that the plaintiffs have proved the allegations of the complaint and that no defense as specified in section 47a-14c has been affirmatively established by the owner or a mortgagee or a lienor of

record, the court shall render a judgment directing that (1) the rents due on the date of entry of such judgment and rents to become due subsequent thereto from all occupying such property be deposited with a receiver appointed by the court; (2) that the receiver apply such rents to the extent necessary to remedy the condition or conditions alleged in the petition; (3) when such condition or conditions have been remedied in accordance with the judgment, any remaining surplus be turned over to the owner, together with a complete accounting of the rents deposited and the costs incurred and (4) granting such other and further relief as the court may deem just and proper.

(c) A certified copy of the judgment shall be served upon each tenant occupying such property by registered mail or personally.

(1969, P.A. 728, S. 5; P.A. 79-571, S. 31.)

History: P.A. 79-571 restated provisions but made no substantive changes; Sec. 19-347n transferred to Sec. 47a-14d in 1981 and reference to Sec. 19-347m revised to reflect its transfer.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14e. (Formerly Sec. 19-347o). Tenement receivership: Owner's right to collect rent moneys.** The right of the owner of such property to collect such rent moneys from any tenant on or after the date of entry of a judgment as provided in section 47a-14d shall be void and unenforceable to the extent that the tenant has deposited such moneys with a receiver in accordance with the terms of the judgment rendered under said section, regardless of whether such right of the owner arises from a lease, deed, contract, agreement or understanding or otherwise. It shall be a valid defense in any action or proceeding against such tenant to recover possession of real property for nonpayment of rent or for use or occupation to prove that the rent alleged to be unpaid was deposited with a receiver in accordance with the terms of a judgment entered under section 47a-14d.

(1969, P.A. 728, S. 6; P.A. 79-571, S. 32.)

History: P.A. 79-571 made minor changes in wording but made no substantive changes; Sec. 19-347o transferred to Sec. 47a-14e in 1981 and reference to Sec. 19-347n revised to reflect its transfer.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14f. (Formerly Sec. 19-347p). Tenement receivership: Order to remove or remedy conditions in lieu of judgment; application for hearing for judgment.** (a) If the court finds that the facts

alleged in the complaint have been affirmatively established, that no defense thereto specified in section 47a-14c has been affirmatively established by the owner or a mortgagee or lienor of record and that the facts alleged in the complaint warrant the granting of the relief sought, the court, in lieu of rendering judgment, may issue an order permitting the owner, mortgagee or lienor of record to remove or remedy the conditions in the complaint found to exist if such owner, mortgagee or lienor (1) demonstrates the ability promptly to undertake the work required and (2) posts security for the performance of the work required within the time and in the manner deemed necessary by the court.

(b) If, after the issuance of such an order, it appears to the plaintiffs that the person permitted to do the work is not proceeding with due diligence, the plaintiffs shall apply to the court with notice to those persons who have appeared in the proceeding for a hearing to determine whether judgment should be rendered immediately as provided in section 47a-14g.

(1969, P.A. 728, S. 7; P.A. 73-633, S. 4, 6; P.A. 79-571, S. 33.)

History: P.A. 73-633 replaced references to tenant's representative with references to plaintiffs; P.A. 79-571 divided section into Subsecs. and made slight changes in wording; Sec. 19-347p transferred to Sec. 47a-14f in 1981 and references to other sections within provisions revised as necessary to reflect their transfer.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14g. (Formerly Sec. 19-347q). Tenement receivership: Judgment and appointment of receiver after failure to comply with order.** If, upon a hearing authorized under section 47a-14f, the court determines that the person permitted to do such work is not proceeding with due diligence, the court shall render a judgment appointing a receiver as authorized in section 47a-14d. The judgment shall direct the receiver to apply the security posted by such person to remove or remedy the condition or conditions specified in the petition. If the amount of such security is insufficient for such purpose, the judgment shall direct the deposit of rents with the receiver as authorized in section 47a-14d to the extent of such deficiency. If such security exceeds the amount required to remove or remedy such condition or conditions, the judgment shall direct the receiver to file with the court, upon completion of the work prescribed therein, a full accounting of the amount of such security and the expenditures made pursuant to such judgment, and to turn over such surplus to the person who posted security, together with a copy of such accounting.

(1969, P.A. 728, S. 8; P.A. 79-571, S. 34.)

History: P.A. 79-571 rephrased provisions but made no substantive change; Sec. 19-347q transferred to Sec. 47a-14g in 1981 and references to other sections within provisions revised as necessary to reflect their transfer.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-14h. Action by individual tenant to enforce landlord's responsibilities. Payment of rent into court.** (a) Any tenant who claims that his landlord has failed to perform his legal duties, as required by section 47a-7 or subdivisions (1) to (13), inclusive, of subsection (a) of section 21-82, may institute an action in the superior court having jurisdiction over housing matters in the judicial district in which he resides to obtain the relief authorized by this section and sections 47a-20 and 47a-68. No tenant may institute an action under this section if a valid notice to quit possession or occupancy based upon nonpayment of rent has been served on him prior to his institution of an action under this section or if a valid notice to quit possession or occupancy based on any other ground has been served on him prior to his making the complaint to the agency referred to in subsection (b) of this section, provided any such notice to quit is still effective.

(b) The action shall be instituted by filing a complaint, under oath, with the clerk of the court. The complaint shall allege (1) the name of the tenant; (2) the name of the landlord; (3) the address of the premises; (4) the nature of the alleged violation of section 47a-7; and (5) the dates when rent is due under the rental agreement and the amount due on such dates. The complaint shall also allege that at least twenty-one days prior to the date on which the complaint is filed, the tenant made a complaint concerning the premises to the municipal agency, in the municipality where the premises are located, responsible for enforcement of the housing code or, if no housing code exists, of the public health code, or to the agency responsible for enforcement of the code or ordinance alleged to have been violated, or to another municipal agency which referred such complaint to the municipal agency responsible for enforcement of such code or ordinance. In the case of a mobile manufactured home located in a mobile manufactured home park, such complaint may be made to the Commissioner of Consumer Protection. The entry fee shall be twenty-five dollars, which may be waived in accordance with section 52-259b. Such entry fee shall be a taxable cost of the action. If, on the same day, more than one tenant from the same building or complex institutes an action under this section and pays the entry fee for such action, unless such fee is waived, the actions shall be treated as a single action. No recognizance or bond shall be required.

(c) Upon receipt of the complaint, the clerk shall promptly set the matter down for hearing to be held not more than fourteen days after the filing of the complaint or the return of service, whichever is later, and shall cause a copy of the complaint and the notice of the action to be sent separately by certified mail, return receipt requested, to (1) each landlord named in the complaint and (2) the director of the municipal or state agency to which the tenant has alleged, pursuant to subsection (b) of this section, that a complaint concerning the premises has been made. At such hearing, the agency notified pursuant to subdivision (2) of this subsection shall submit to the court the inspection report prepared as a result of the complaint made by the tenant.

(d) If proof of service is not returned to the clerk, the complaint shall be served by the plaintiff in accordance with section 52-57.

(e) The complainant may seek and the court may order interim or final relief including, but not limited to, the following: (1) An order compelling the landlord to comply with his duties under local, state or federal law; (2) an order appointing a receiver to collect rent or to correct conditions in the property which violate local, state or federal law; (3) an order staying other proceedings concerning the same property; (4) an award of money damages, which may include a retroactive abatement of rent paid pursuant to subsection (h) of this section; and (5) such other relief in law or equity as the court may deem proper. If the court orders a retroactive abatement of rent pursuant to subdivision (4) of this subsection and all or a portion of the tenant's rent was deposited with the court pursuant to subsection (h) by a housing authority, municipality, state agency or similar entity, any rent ordered to be returned shall be returned to the tenant and such entity in proportion

to the amount of rent each deposited with the court pursuant to subsection (h).

(f) The landlord, by counterclaim, may request and the court may issue an order compelling the tenant to comply with his duties under section 47a-11.

(g) The court, in ordering interim or final relief, may order that accrued payments of rent or use and occupancy held by the clerk be used for the repair of the building or be distributed in accordance with the rights of the parties.

(h) On each rent due date on or after the date when the complaint is filed with the clerk of the court, or within nine days thereafter or, in the case of a week-to-week tenancy, within four days thereafter, the tenant shall deposit with the clerk of the court an amount equal to the last agreed-upon rent. If all or a portion of the tenant's rent is being paid to the landlord by a housing authority, municipality, state agency or similar entity, this requirement shall be satisfied if the tenant deposits an amount equal to such tenant's portion of the last agreed-upon rent with the clerk. The court may make such entity a party to the action. The clerk shall accept such payment of rent and shall provide the tenant with a receipt. Payment to the clerk shall, for all purposes, be the equivalent of having made payment to the landlord himself. No landlord may maintain an action against a tenant to recover possession for nonpayment of rent if an amount equal to the rent due has been received by the clerk. When the complaint and notice of the action are served pursuant to subsection (c) or (d) of this section, the clerk shall promptly notify the landlord of the receipt of any such payment and of the prohibition against maintaining an action to recover possession for nonpayment of rent. If the complainant fails to make such payment of rent, the court may, after proper notice, upon its own motion or upon motion by the landlord, dismiss the complaint.

(i) The landlord may, at any time, move for the termination of payment into court and the clerk shall promptly schedule a hearing on such motion. If the court finds that the violations of section 47a-7 have been corrected, it shall enter a judgment with respect to the rights and obligations of the parties in the action and with respect to the distribution of any money held by the clerk.

(j) Nothing in this section and sections 47a-20 and 47a-68 shall be construed to limit or restrict in any way any rights or remedies which may be available to a tenant, to the state or to a municipality under any other law.

(k) The judges of the Superior Court may, in accordance with the provisions of section 51-14, adopt rules for actions brought under this section and sections 47a-20 and 47a-68, including the promulgation of a simplified form for the bringing of such actions.

(l) For the purposes of this section, "tenant" includes each resident of a mobile manufactured home park, as defined in section 21-64, including a resident who owns his own home, and "landlord" includes a "licensee" and an "owner" of a mobile manufactured home park, as defined in section 21-64.

(P.A. 83-510, S. 1-4, 7-9; P.A. 84-266, S. 3, 4; P.A. 85-378, S. 1, 2; P.A. 89-254, S. 3; P.A. 91-383, S. 16; P.A. 93-240; 93-435, S. 28, 95; P.A. 01-186, S. 3; June 30 Sp. Sess. P.A. 03-6, S. 146(c); P.A. 04-189, S. 1.)

History: P.A. 84-266 amended Subsec. (b) by providing that the entry fee may be waived in accordance with Sec. 52-259b; P.A. 85-378 amended Subsec. (a) to delete the provision that restricted the program to the Hartford-New Britain judicial district and delete the expiration date of June 30, 1984, and to prohibit an action by a tenant if a valid notice to quit has been served; amended Subsec. (b) to increase from 5 to 21 the number of days prior to the institution of an action that a tenant must make a complaint to the appropriate municipal agency, to allow the complaint to be made to another municipal agency and, in the case of a mobile manufactured home, to the commissioner of consumer protection, to provide that the entry fee is a taxable

cost of the action and to provide that if more than one tenant institutes an action the actions shall be treated as a single action, amended Subsec. (c) to add "or the return of service, whichever is later," and the requirement that the state or municipal agency submit to the court the inspection report, and amended Subsec. (h) to require the clerk to promptly notify the landlord of the failure of the tenant to make a payment and "promptly" notify the landlord of the receipt of a payment; P.A. 89-254 amended Subsec. (b) to include a complaint made "to the agency responsible for the enforcement of the code or ordinance alleged to have been violated" and to require as a condition of consolidating several actions that each tenant who institutes an action pay the entry fee for such action, unless such fee is waived, amended Subsec. (c) to replace "notice of hearing" with "notice of the action", amended Subsec. (h) to delete provision requiring the clerk to promptly notify the landlord of the failure of the complainant to make any payment, to add provision that if all or a portion of the rent is being paid by a housing authority, municipality, state agency or similar entity the tenant satisfies the requirement by depositing with the clerk an amount equal to his portion of the last agreed-upon rent and that the court may make such entity a party to the action, to require the clerk to notify the landlord "when the complaint and notice of the action are served pursuant to Subsec. (c) or (d) of this section", and to authorize the court to dismiss the complaint "after proper notice, upon its own motion or upon motion by the landlord" rather than "upon motion", and amended Subsec. (i) to replace "final order" with "judgment"; P.A. 91-383 added Subsec. (l) defining "tenant" and "landlord"; P.A. 93-240 amended Subsec. (e)(4) to specify that the amount of rent that may be retroactively abated is the rent "paid pursuant to subsection (h) of this section" and to add provision re the distribution of rent ordered to be returned when all or a portion of the rent was paid by certain entities; P.A. 93-435 amended Subsec. (a) by adding reference to Sec. 21-82(a)(1) to(13), effective June 28, 1993; P.A. 01-186 amended Subsec. (h) by deleting "ten days thereof" and adding "nine days thereafter or, in the case of a week-to-week tenancy, within four days thereafter" and made a technical change for the purpose of gender neutrality; June 30 Sp. Sess. P.A. 03-6 replaced Commissioner of Consumer Protection with Commissioner of Agriculture and Consumer Protection, effective July 1, 2004; P.A. 04-189 repealed Sec. 146 of June 30 Sp. Sess. P.A. 03-6, thereby reversing the merger of the Departments of Agriculture and Consumer Protection, effective June 1, 2004.

Requirement of notification to housing code enforcement agency is mandatory. 196 C. 591. Cited. 217 C. 57.

Tenancy at sufferance falls within court's jurisdiction pursuant to the statute. 4 CA 608. Cited. 16 CA 444. Cited. 32 CA 133. Cited. 40 CA 595.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-15. Noncompliance by tenant. Remedy of breach by tenant. Landlord's remedies.** Prior to the commencement of a summary process action, except in the case in which the landlord elects to proceed under sections 47a-23 to 47a-23b, inclusive, to evict based on nonpayment of rent, on conduct by the tenant which constitutes a serious nuisance or on a violation of subsection (h) of section 47a-11, if there is a material noncompliance with section 47a-11 which materially affects the health and safety of the other tenants or materially affects the physical condition of the premises, or if there is a material noncompliance by the tenant with the rental agreement or a material noncompliance with the rules and regulations adopted in accordance with section 47a-9, and the landlord chooses to evict based on such noncompliance, the landlord shall deliver a written notice to the tenant specifying the acts or omissions constituting the breach and that the rental agreement shall terminate upon a date not less than fifteen days after receipt of the notice. If such breach can be remedied by repair by the tenant or payment of damages by the tenant to the landlord, and such breach is not so remedied within such fifteen-day period, the rental agreement shall terminate except that (1) if the breach is remediable by repairs or the payment of damages and the tenant adequately remedies the breach

within such fifteen-day period, the rental agreement shall not terminate; or (2) if substantially the same act or omission for which notice was given recurs within six months, the landlord may terminate the rental agreement in accordance with the provisions of sections 47a-23 to 47a-23b, inclusive. For the purposes of this section, "serious nuisance" means (A) inflicting bodily harm upon another tenant or the landlord or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out, (B) substantial and wilful destruction of part of the dwelling unit or premises, (C) conduct which presents an immediate and serious danger to the safety of other tenants or the landlord, or (D) using the premises or allowing the premises to be used for prostitution or the illegal sale of drugs or, in the case of a housing authority, using any area within fifteen hundred feet of any housing authority property in which the tenant resides for the illegal sale of drugs. If the landlord elects to evict based upon an allegation, pursuant to subsection (g) of section 47a-11, that the tenant failed to require other persons on the premises with his consent to conduct themselves in a manner that will not constitute a serious nuisance, and the tenant claims to have had no knowledge of such conduct, then, if the landlord establishes that the premises or, in the case of a landlord that is a housing authority, the premises or any area within fifteen hundred feet of any housing authority property in which the tenant resides has been used for the illegal sale of drugs, the burden shall be on the tenant to show that he had no knowledge of the creation of the serious nuisance.

(P.A. 76-95, S. 16, 27; 76-435, S. 75, 82; P.A. 79-571, S. 35; P.A. 80-288; P.A. 86-267, S. 2; P.A. 89-254, S. 4; P.A. 95-247, S. 6; P.A. 97-231, S. 2.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 added references to Secs. 47a-23a and 47a-23b and deleted former Subsec. (b) re termination of rental agreement for nonpayment of rent, but see Sec. 47a-15a; P.A. 80-288 added evictions based on illegal conduct of tenant; P.A. 86-267 replaced provision re eviction based on conduct which "is illegal" with conduct which "constitutes a serious nuisance" and defined "serious nuisance"; P.A. 89-254 made provisions of section applicable "Prior to the commencement of a summary process action", added exception when landlord elects to evict based "on a violation of subsection (h) of section 47a-11", made the delivery of the written notice by the landlord to the tenant mandatory rather than discretionary and applicable if "the landlord chooses to evict based on such noncompliance" and added provision re the tenant's evidentiary burden in an eviction action when the premises have been used for the illegal sale of drugs; P.A. 95-247 redefined "serious nuisance" to include "allowing the premises to be used" for prostitution or the illegal sale of drugs; P.A. 97-231 provided that the notice shall specify that the rental agreement will terminate upon a date not less than 15 days, rather than 30 days, after receipt of the notice, decreased from 21 to 15 days the time period for the tenant to remedy the breach, amended the definition of "serious nuisance" to include, in the case of a housing authority, using any area within 1,500 feet of any housing authority property in which the tenant resides for the illegal sale of drugs and added provision that if the landlord is a housing authority and is electing to evict in certain circumstances the burden shifts to the tenant if the landlord establishes that "the premises or any area within fifteen hundred feet of any housing authority property in which the tenant resides" has been used for the illegal sale of drugs.

Cited. 202 C. 128. Cited. 224 C. 903. Plaintiff required to give defendant notice before instituting summary process action. 225 C. 600. Cited. 235 C. 650.

Cited. 5 CA 101. Cited. 13 CA 150. Cited. 19 CA 564. Clear intent to treat differently those committing a serious nuisance and those failing to require others to desist from committing a serious nuisance. 28 CA 684. Cited. 32 CA 133. Provisions are not restricted to actions of tenant and should take into account actions of tenant's guests. 79 CA 300. Does not require landlord in summary process action to allege in pleading tenant's failure to remedy violations specified in pretermination notice. 95 CA 802.

Use of "may" instead of "shall" in statute does not render requirement of notice directory rather than

mandatory. "May" is to be construed as "shall" when necessary to effect manifest legislative intent. 35 CS 274. Cited. Id., 297. Cited. 37 CS 534. Cited. 38 CS 683. Plaintiff landlord was exempt under statute from serving pretermination notice to tenant evicted as a result of arrest off the premises for illegal sale of drugs; alleged acts by tenant arguably fall within definition of "serious nuisance" under statute. 50 CS 125.

Subdiv. (2):

Subpara. (D): Defendant's appeal dismissed for mootness. 57 CA 731.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-15a. Nonpayment of rent by tenant: Landlord's remedy.** If rent is unpaid when due and the tenant fails to pay rent within nine days thereafter or, in the case of a one-week tenancy, within four days thereafter, the landlord may terminate the rental agreement in accordance with the provisions of sections 47a-23 to 47a-23b, inclusive.

(P.A. 79-571, S. 36; P.A. 89-254, S. 5.)

History: P.A. 89-254 provided for a four-day grace period in the case of a one-week tenancy.

See Sec. 47-23, revision of 1958, revised to 1975, and Sec. 47a-15(b), revision of 1958, revised to 1979, for prior law.

Cited. 7 CA 301. Cited. 16 CA 574. Cited. 31 CA 575. Cited. 32 CA 133.

Cited. 38 CS 1; Id., 683. Cited. 39 CS 367. Cited. 40 CS 4. Cited. 42 CS 77.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-16. When landlord may enter rented unit.** (a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of entry or use such right of entry to harass the tenant. The landlord shall give the tenant reasonable written or oral notice of his intent to enter and may enter only at reasonable times, except in case of emergency.

(d) A landlord may not enter the dwelling unit without the consent of the tenant except (1) in case of emergency, (2) as permitted by section 47a-16a, (3) pursuant to a court order, or (4) if the tenant has abandoned or surrendered the premises.

(P.A. 76-95, S. 11, 27; 76-435, S. 75, 82; P.A. 79-571, S. 22; P.A. 89-254, S. 6.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 substituted reference to Sec. 47a-16a for reference to Sec. 47a-17; P.A. 89-254 amended Subsec. (d) to replace "A landlord has not other right of entry" with "A landlord may not enter the dwelling unit without the consent of the tenant" and to add Subdiv. (1) re the exception "in case of emergency", renumbering the remaining Subdivs. accordingly.

Cited. 32 CA 133.

Cited. 38 CS 683.

Subsec. (d):

Cited. 45 CA 46.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-16a. Notification by tenant of extended absence. When landlord may enter.** Unless otherwise agreed, the tenant shall be required to notify the landlord of any anticipated extended absence from the premises and the landlord thereupon may enter the dwelling unit at reasonable times during such prolonged absence to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(P.A. 79-571, S. 23.)

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-17. Tenant to occupy only as dwelling unit.** Unless otherwise agreed, a tenant shall occupy his dwelling unit only as a dwelling unit.

(P.A. 76-95, S. 12, 27; 76-435, S. 75, 82; P.A. 79-571, S. 21.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 deleted former Subsec. (b) which was reincorporated in statutes as Sec. 47a-16a.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-18. Judicial relief if tenant refuses entry.** If the tenant refuses to allow entry pursuant to section 47a-16 or section 47a-16a, the landlord may obtain a declaratory judgment or injunctive relief to compel access or terminate the rental agreement. In either case the landlord may recover actual damages and reasonable attorney's fees.

(P.A. 76-95, S. 18, 27; 76-435, S. 75, 82; P.A. 79-571, S. 24.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 substituted Sec. 47a-16a for Sec. 47a-17 and deleted former Subsec. (b), which was reincorporated in statutes as Sec. 47a-18a in the same act.

Cited. 183 C. 85.

Cited. 32 CA 133.

Cited. 38 CS 683.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-18a. Judicial relief if landlord unlawfully enters.** If the landlord makes an entry prohibited by section 47a-16 or 47a-16a, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may recover actual damages not less than an amount equal to one month's rent and reasonable attorney's fees. The tenant may also obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement.

(P.A. 79-571, S. 25; P.A. 89-254, S. 7.)

History: P.A. 89-254 restated provisions to clarify that the tenant does not have to obtain injunctive relief or terminate the rental agreement in order to recover actual damages.

Cited. 32 CA 133. Cited. 45 CA 46. Term "one month's rent" includes all rent payments made to the landlord, regardless of their source and therefore includes both tenant's portion and subsidized portion of rent payments made to the landlord. 88 CA 193. The attorney's fees provision found in Sec. 47a-18a is not limited to percentage of the award of damages. Other factors relevant to reasonableness of an award of attorney's fees under the statute include work performed by counsel, as documented by the attorney's affidavits, prevailing hourly rates or the award of attorney's fees in similar cases. *Id.* Where damages awarded under section encompass the same conduct as for damages awarded pursuant to Sec. 47a-46, the sum for actual damages may not be included in the award pursuant to both this section and Sec. 47a-46. 89 CA 836.

Cited. 38 CS 683.

[\(Return to](#)

[\(Return to](#)

[\(Return to](#)

[Chapter Table of Contents\)](#)

[List of Chapters\)](#)

[List of Titles\)](#)

**Sec. 47a-19. Rental agreement: Acceptance of rent when overdue.** Acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of the landlord's right to terminate the rental agreement for the tenant's failure to pay such rent when it was due.

(P.A. 76-95, S. 17, 27; 76-435, S. 75, 82; P.A. 79-571, S. 6.)

History: P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; P.A. 79-571 deleted former Subsec. (a) re tenant's abandonment of unit, which was reincorporated in statutes as Sec. 47a-11a in the same act.

Cited. 32 CA 133.

Cited. 38 CS 683. Cited. 42 CS 77.

[\(Return to Chapter Table of Contents\)](#)

[\(Return to List of Chapters\)](#)

[\(Return to List of Titles\)](#)

**Sec. 47a-20. (Formerly Sec. 19-375a). Retaliatory action by landlord prohibited.** A landlord shall not maintain an action or proceeding against a tenant to recover possession of a dwelling unit, demand an increase in rent from the tenant, or decrease the services to which the tenant has been entitled within six months after: (1) The tenant has in good faith attempted to remedy by any lawful means, including contacting officials of the state or of any town, city or borough or public agency or filing a complaint with a fair rent commission, any condition constituting a violation of any provisions of chapter 368o, or of chapter 412, or of any other state statute or regulation, or of the housing and health ordinances of the municipality wherein the premises which are the subject of the complaint lie; (2) any municipal agency or official has filed a notice, complaint or order regarding such a violation; (3) the tenant has in good faith requested the landlord to make repairs; (4) the tenant has in good faith instituted an action under subsections (a) to (i), inclusive, of section 47a-14h; or (5) the tenant has organized or become a member of a tenants' union.

(1971, P.A. 852, S. 1-4; 1972, P.A. 160, S. 5; 186, S. 13; P.A. 76-95, S. 19, 27; 76-435, S. 75, 82; P.A. 79-571, S. 17; P.A. 83-510, S. 6, 9.)

History: 1972 acts included filing complaint with fair rent commission as remedy in Subsec. (a)(1) and added reference to violations of Ch. 412 and other statutes and regulations; P.A. 76-95 added Subsec. (a)(4) forbidding landlord's action to recover dwelling unit, increase rent or decrease services within six months after tenant organizes or becomes a member of a tenant's union; P.A. 76-435 revised effective date section of P.A. 76-95, see history for Sec. 47a-1; Sec. 19-375a transferred to Sec. 47a-20 in 1977; P.A. 79-571 rephrased provisions and deleted former Subsecs. (b) to (d), reincorporated in statutes as Sec. 47a-20a by the same act; P.A. 83-510 inserted new Subsec. (a)(4) to include an action brought in good faith by a tenant under Sec. 47a-14h(a) to (i).

See Sec. 7-148f re penalty for violation of order of rent reduction or rent suspension.

See Sec. 47a-20a re actions deemed not to be retaliatory.

See Sec. 47a-33 re defense that action is retaliatory.

Annotations to former section 19-375a:

Cited 34 CS 594. Defense of retaliatory eviction not available in summary process action for nonpayment of rent. *Id.*

Annotations to present section:

Cited. 217 C. 313.

Cited. 4 CA 608. Cited. 16 CA 444. Cited. 32 CA 133. Cited. 45 CA 46. Sec. 47a-20a contains four exclusive grounds by which a landlord may rebut a presumption of retaliation under this section and because landlord did not prove at least one of those four grounds, he did not rebut the presumption of retaliation under this section. 91 CA 142. Language does not confer a private cause of action. 98 CA 147.

Cited. 35 CS 233. Retaliatory eviction defense is not a right given to tenants, rather a limitation upon remedies of landlord intended to protect tenant who had complained of housing code violation. Tenant's request to landlord to unclog bathtub drain does not constitute a "repair" sufficient to raise the presumption of retaliatory defense. Repairs required to conform a dwelling to basic structural, mechanical and housing code regulations raise the presumption of retaliatory defense. *Id.*, 261. Cited. 36 CS 47. Cited. 38 CS 370; *Id.*, 683. Cited. 40 CS 470.

Former Subsec. (a):

Retaliatory eviction defense is not a right given to tenants, but a limitation upon remedies of landlord. Establishment of prima facie case by tenant gives rise to presumption of retaliatory action by landlord. Prima facie case results when tenant has produced sufficient evidence to bring himself within one or more of the specified acts. Presumption of retaliatory action is rebuttable. To rebut, landlord is required to establish legitimate interest in the eviction. Landlord has burden of producing substantial countervailing evidence and of proving facts which fairly put in issue the presumed fact. 35 CS 261. Subdivision (1) contains language nearly identical to that of section 47a-33. This subdivision and three others in this subsection are intended to trigger defense of retaliatory action. *Id.* Under subdivision (3) "repairs" means repairs of substantial code violations; those required to conform a dwelling unit to basic structural, mechanical and housing code regulations are the types contemplated to raise presumption of retaliatory defense. *Id.*, 267.

Subdiv. (3):

Protection of statute not invoked unless repair requested is necessary to maintain premises in a fit and habitable state. 16 CA 444.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-20a. Actions deemed not retaliatory.** (a) Notwithstanding the provisions of section 47a-20, the landlord may maintain an action to recover possession of the dwelling unit if: (1) The tenant is using the dwelling unit for an illegal purpose or for a purpose which is in violation of the rental agreement or for nonpayment of rent; (2) the landlord seeks in good faith to recover possession of the dwelling unit for immediate use as his own abode; (3) the condition complained of was caused by the wilful actions of the tenant or another person in his household or a person on the premises with his consent; or (4) the landlord

seeks to recover possession on the basis of a notice to terminate a periodic tenancy, which notice was given to the tenant before the tenant's complaint.

(b) Notwithstanding the provisions of section 47a-20, a landlord may increase the rent of a tenant if: (1) The condition complained of was caused by the lack of due care by the tenant or another person of his household or a person on the premises with his consent or (2) the landlord has become liable for a substantial increase in property taxes, or a substantial increase in other maintenance or operating costs not associated with his complying with the complaint, not less than four months before the demand for an increase in rent, and the increase in rent does not exceed the prorated portion of the net increase in taxes or costs.

(c) Nothing in this section or section 47a-20 shall be construed to in any way limit the defense provided in section 47a-33.

(P.A. 79-571, S. 18.)

See Sec. 47a-20 prohibiting retaliatory action by landlord.

See Sec. 47a-33 re defense that action is retaliatory.

Cited. 217 C. 313.

Cited. 4 CA 128. Cited. 16 CA 444. Cited. 32 CA 133. Section contains four exclusive grounds by which a landlord may rebut a presumption of retaliation under Sec. 47a-20 and because landlord did not prove at least one of those four grounds, he did not rebut the presumption of retaliation under Sec. 47a-20. 91 CA 142.

Cited. 38 CS 683. Cited. 40 CS 470.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Secs. 47a-20b to 47a-20d.** Reserved for future use.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-20e. Protection of tenant in foreclosed property.** (a) For purposes of this section:

(1) "Bona fide tenant" means a tenant who (A) is not the mortgagor or owner of the property, and (B) entered into the rental agreement in an arms-length transaction; and

(2) "Premises", "rental agreement" and "tenant" have the same meanings as provided in section 47a-1.

(b) Whenever a mortgage or lien of residential real property has been foreclosed and there is a bona fide tenant in possession on the date absolute title to the property vests in the mortgagee, lienholder or successor in interest, any execution of ejectment issued pursuant to section 49-22 against such tenant shall be stayed and no summary process action pursuant to chapter 832 or other action to dispossess such tenant shall be commenced until (1) in the case of a written rental agreement entered into more than sixty days before the

commencement of the foreclosure action, the expiration date contained in such rental agreement or sixty days after the date absolute title vests in the mortgagee, lienholder or successor in interest, whichever occurs first, or (2) in the case of a rental agreement other than one described in subdivision (1) of this subsection, thirty days after the date absolute title vests in the mortgagee, lienholder or successor in interest, except that a summary process action or other action to dispossess such tenant may be commenced prior to such date for a reason set forth in section 47a-23 or 47a-31 other than for the reason that the tenant no longer has the right or privilege to occupy the premises as a result of such judgment of foreclosure.

(Nov. 24 Sp. Sess. P.A. 08-2, S. 6.)

History: Nov. 24 Sp. Sess. P.A. 08-2 effective November 25, 2008.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)

**Sec. 47a-20f. Offer of incentive to tenant in foreclosed property to vacate.** Upon the foreclosure of a mortgage or lien of residential real property, any money or other valuable consideration offered by a mortgagee, lienholder or successor in interest to a tenant in possession as an incentive to vacate the premises shall (1) if there is evidence of the amount or value of the security deposit paid by the tenant, be at least equal in amount or value to the security deposit and interest that would be due such tenant pursuant to chapter 831 upon the termination of the tenancy and be in addition to any such security deposit and interest, or (2) if there is no evidence of the amount or value of the security deposit paid by the tenant or no security deposit was paid by the tenant, be in the amount of two months' rent or two thousand dollars, whichever is greater. No mortgagee, lienholder or successor in interest may require a tenant in possession, as a condition of the receipt of such money or other valuable consideration, to waive or forfeit any rights or remedies such tenant may have under law against such mortgagee, lienholder or successor in interest other than the right to bring an action to reclaim the security deposit and interest that would be due such tenant.

(Nov. 24 Sp. Sess. P.A. 08-2, S. 7.)

History: Nov. 24 Sp. Sess. P.A. 08-2 effective November 25, 2008.

[\(Return to  
Chapter Table of  
Contents\)](#)

[\(Return to  
List of  
Chapters\)](#)

[\(Return to  
List of  
Titles\)](#)