

Rights and Responsibilities of Landlords and Tenants in Connecticut



State of Connecticut
Judicial Branch
Superior Court



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LEASES

A lease is a document that records the contract between the landlord and the tenant.

Written Leases

Most written leases contain the following provisions:

- a description of the property the tenant is renting;
- the length of time the tenant will be allowed to live in the unit;
- the names of the landlord and the tenant;
- the amount of rent, the due date and any late charges for late payments of rent;
- the landlord's rules and regulations;
- the tenant's rights and responsibilities;
- responsibilities for maintenance of the unit;
- provisions for utility services (whether or not payment of utilities is included in the rent charge); and,
- the amount of the security deposit, if any.

A written lease may also contain one or more of the following provisions:

- sublease arrangements (terms under which the tenant may rent the apartment to someone else);
- laundry and recreational facilities (whether any are included); and,
- which appliances, if any, are provided by the landlord.

If there is no written lease, the landlord and tenant may agree upon terms orally.

Oral Leases

An oral agreement is arrived at between the landlord and tenant after a discussion of rental items. It is usually a month to month agreement—that is, the rent is paid on a monthly basis and the tenancy continues indefinitely until either the landlord or the tenant terminates it. An oral lease, like a written lease, is binding on both parties; however, an oral lease is more difficult to enforce and its terms are more difficult to prove because it comes down to one person's word against another's.

RESPONSIBILITIES OF THE TENANT

The tenant is required to do the following:

- **Pay the rent on time.** If the rent is not paid by midnight of the ninth day after the day it is due (for month-to-month tenancies) or midnight of the fourth day after it is due (for week-to-week tenancies), the landlord may start legal proceedings to evict the tenant.
- **Keep the apartment and the surrounding areas clean and in good condition.** (For example, garbage should not be piled up or left around, but should be disposed of promptly.)
- **Keep noise to a level that will not disturb your neighbors.**
- **Repair any damage occurring to the apartment through the fault of the tenant, family members or guests.** If there is major damage, the tenant should notify the landlord at once.

- **Notify the landlord immediately if the apartment needs repairs through no fault of the tenant.**
- **Give the landlord permission, on advance notice, to enter the apartment at reasonable times to inspect the place or to make any necessary repairs.**
- **Notify the landlord of any extended absence from the apartment so he or she can keep an eye on things.**
- **When moving out, give the landlord proper advance notice, be sure that the apartment is in the same condition as when the tenant moved in and return the key to the landlord promptly.**

RESPONSIBILITIES OF THE LANDLORD

The landlord is required to provide:

- **a clean apartment** when the tenant moves in;
- **clean common areas** (hallways, stairs, yards, entryways);
- **well-lit hallways and entryways;** and,
- **properly working plumbing and heating** (both hot and cold running water).

In addition, the following may be required by state and local housing, health and fire codes:

- properly repaired and safe stairways, porches, floors, ceilings and walls;

- good locks on the doors to the apartment;
- safe fire exits from the building;
- two electrical outlets in each room;
- viewing devices on doors that open onto a hallway (in some communities);
- extermination service if the apartment is infested with pests or rodents; and
- a smoke detector that is in working order.

Landlords should check the appropriate state and local agencies to see what applies to their properties.

CHECKING THE APARTMENT

It is very important for the tenant to check any apartment that he/she is considering renting for unsafe and unhealthy living conditions, so that these conditions can be corrected prior to signing the lease. Some conditions to look out for include the following:

- kitchen appliances that don't work properly;
- plumbing problems (leaking faucets, broken toilets and bathtubs);
- inadequate heat or hot water;
- doors without locks;
- building problems (leaking roof, broken windows, peeling paint, falling plaster);
- broken or unsafe steps;
- unlit hallways;
- pest problems (rats, roaches or rodents);
- overcrowding (many tenants located in the same location);

- hazardous electrical wiring or equipment;
- bad odors (the smell of garbage); and,
- other conditions in the apartment that appear unsafe or unhealthy.

In addition, both the landlord and the tenant will benefit from inspecting the apartment together and agreeing upon the conditions when the tenant moves in. A sample checklist appears on the following pages. This checklist, completed by both landlord and tenant, will be helpful if there is a security deposit dispute when the tenant moves out.



APARTMENT CHECKLIST

Date:

Location of Premises:

Condition

EXTERIOR

- Walls _____
- Paint _____
- Porches _____
- Stairs _____
- Windows _____
- Doors _____

Condition

INTERIOR

- Floors _____
- Walls _____
- Carpeting _____
- Ceilings _____
- Windows _____
- Doors _____
- Tile _____
- Stairs _____
- Kitchen cabinets _____

PLUMBING

- Bath fixtures _____
- Kitchen sink _____
- Laundry facilities _____
- Hot water _____

HEATING

Radiators or registers _____

ELECTRIC

Wiring _____

Outlets _____

Lighting _____

APPLIANCES (if provided)

Stove _____

Refrigerator _____

Others _____

Condition

LIVABILITY

Natural Light/Ventilation _____

Closets & Storage _____

Adequate Space _____

Yard _____

Public halls & Stairs _____

Pest or rodent
problems _____

Parking _____

Security _____

Landlord's Signature

Tenant's Signature

DISCRIMINATION

Discrimination on the basis of race, creed, color, national origin, sex, marital status, ancestry or physical or mental disability in renting an apartment or house is prohibited by federal and state law. Anyone who feels that he or she has been discriminated against may file a complaint with the Commission on Human Rights and Opportunities (CHRO) immediately after the problem has occurred. While it is not necessary to hire a lawyer to file a complaint, it may be helpful to discuss the problem with an attorney.

CHRO Offices

21 Grand Street
Hartford, CT 06106
(860) 541-3400

Capitol Region Office
1229 Albany Avenue
Hartford, CT 06112
(860) 566-7710

Southwest Region Office
1057 Broad Street
Bridgeport, CT 06604
(203) 579-6246

West Central Region Office
50 Linden Street
Waterbury, CT 06702
(203) 596-4237

Eastern Region Office
100 Broadway
Norwich, CT 06360
(860) 886-5703

Discrimination against families with children is also prohibited by law, with some exceptions. Landlords are allowed to discriminate against families with children when renting the following:

- buildings with four units or less if the landlord lives in one of the apartments,
- and some federal and state housing projects.

Contact the Commission on Human Rights and Opportunities for further information on discrimination.

SECURITY DEPOSITS

Most landlords require a security deposit when a new tenant moves in. The security deposit is an advance payment that is used to protect the landlord from damages to the apartment or unpaid rent. It is not applied to the rent bill but is completely **separate**.

By law, the security deposit may not be any more than two months' rent; however, if the tenant is 62 years old or older, it may not be more than one month's rent. The deposit is held by the landlord on behalf of the tenant; the landlord merely has a security interest in the funds.

The landlord is required by law to put the full amount of the security deposit into an escrow account where it will earn annual interest at a rate set by the Banking Commissioner. The tenant is entitled to the interest for all months in which the rent is paid on time (within the applicable grace period). With certain exceptions, the tenant will not receive interest for any months in which the rent was paid after the grace period. A landlord who fails to pay the interest due on the security deposit may be sued for the amount or may be subject to a fine.

Moving Out

The landlord must return the security deposit within thirty (30) days after the tenant moves out, if the tenant has not caused damage to the premises. The landlord must return the full security deposit, plus interest. If the tenant has damaged the premises, the landlord must return the balance of the security deposit, if any, and must provide an itemized list of what was charged for the damages.

The tenant must give the landlord **written** notice of his or her forwarding address so that the landlord knows where to send the money. A landlord who does not respond within thirty days may be liable for **double** the amount of the security deposit.

The tenant may also wish to do the following to ensure a prompt return of the security deposit:

- Review the lease and follow all of its provisions, especially those involving notice to the landlord of the move.

A landlord or tenant who has questions about security deposits may contact:

Security Deposit Investigator
State Banking Department
260 Constitution Plaza
Hartford, CT 06103
(860) 240-8299

Going to Court (Small Claims)

A tenant who feels that his or her security deposit is being wrongfully withheld, or a landlord who believes a tenant owes money for unpaid rent or for damage, may bring a small claims suit, provided that the dollar amount claimed is under \$3,500.00. These suits should be brought in the housing session, if the premises is located in a town that falls under a Housing Session, or in the appropriate Small Claims area location.

A more detailed explanation of the small claims process is available in booklet form at all Housing Session locations and Small Claims area locations.

RENT INCREASES

A landlord has the right to raise the rent. However, the rent cannot be increased **during** the term of a written lease unless the parties have specifically agreed to the contrary. Also, a landlord is not required to give a particular amount of notice to the tenant of a proposed rental increase (for example, a thirty day notice) unless such prior notice was previously agreed upon.

If the landlord and tenant cannot agree upon a new rental amount, the tenant is still required to offer whatever the tenant considers to be the fair rental value of the apartment. That may be the old rent or a higher amount that is less than the landlord is seeking.

As long as the tenant offers what is honestly believed to be the fair rental value of the apartment, the landlord may not be able to evict for **nonpayment of rent**. However, the landlord may be able to evict for another reason, such as because the lease has expired or because the right or privilege to occupy the premises has terminated.

Some cities and towns in Connecticut have Fair Rent Commissions. (See pages 14-15.) These commissions receive complaints from tenants who feel that their rents are too high, investigate the complaints and hold hearings to determine the fair rental value of a particular unit. A lawyer is not necessary, but may be helpful.

The commission may be utilized by a tenant who:

- feels that a proposed rental increase is unfair;
- is being charged for utilities that were previously included in the rent; or
- believes that the rent is unfair because of unsafe or unhealthy conditions which violate the housing code.

Only a tenant who resides in a city or town with a Fair Rent Commission may file a complaint with the Commission.

Fair Rent Commissions

Bloomfield:

Housing Authority
800 Bloomfield Ave.
Bloomfield, CT 06002
(860) 769-3520

Bridgeport:

Town Hall
45 Lyon Ter.
Bridgeport, CT 06604
(203) 576-8323

Farmington:

Human Services
1 Monteith Dr.
Farmington, CT 06034
(860) 673-8226

Glastonbury:

Housing Authority
2155 Main St.
Glastonbury, CT 06033
(860) 652-7568

Groton:

Fair Rent Commission
45 Fort Hill Rd.
Groton, CT 06340
(860) 446-5988

Colchester:

Town Hall
127 Norwich Ave.
Colchester, CT 06415
(860) 537-2668

Enfield:

820 Enfield St.
Enfield, CT 06082
(860) 253-6386
Richard Metcalf

New Haven:

Town Hall
165 Church St.
New Haven, CT 06510
(203) 946-8156

Newington:

Human Services
131 Cedar St.
Newington, CT 06111
(860) 665-8590

Norwalk:

City Hall
125 East Ave.
Norwalk, CT 06856
(203) 854-7989

Hamden:
Community Development
11 Pine St.
Hamden, CT 06514
(203) 776-5978

Rocky Hill:
699 Old Main St.
Rocky Hill, CT 06067
(860) 258-2700
Barbara Natarajan

Hartford:
Community Development
10 Prospect St.
Hartford, CT 06103
(860) 543-8640

Simsbury:
933 Hopmeadow St.
Simsbury, CT 06070
(860) 658-2136
Dolores deNagy

Manchester:
Dept. of Health
41 Center St.
Manchester, CT 06040
(860) 647-3173

Stamford:
Town Hall
888 Washington Blvd.
Stamford, CT 06904
(203) 977-4029

Westbrook:
1163 Boston Post Rd.
Westbrook, CT 06498
(860) 399-7465
Annette Gaffey

Wethersfield:
Town Manager's Office
505 Silas Deane Hwy.
Wethersfield, CT 06109
(860) 721-2801

West Hartford:
Social Services
50 South Main St.
West Hartford, CT 06107
(860) 523-3258

Windsor:
Human Services
275 Broad St.
Windsor, CT 06095
(860) 285-1842

West Haven:
Community Development
355 Main St.
West Haven, CT 06516
(203) 937-3550

EVICTIONS (SUMMARY PROCESS)

The only legal way a landlord can remove a tenant from the property is through a court eviction action called summary process. An eviction action may be brought for the following reasons:

- lapse of time (the lease term has expired and the tenant has not moved out);
- nonpayment of rent when due or within the grace period;
- violation of a term of the lease or of a tenant's duties and responsibilities;
- nuisance or serious nuisance;
- no right or privilege to occupy the premises; and,
- the right or privilege to occupy has terminated.

To begin the eviction proceedings, the landlord must first serve the tenant with a Notice to Quit. This is served by a state marshal or an indifferent person. It states the date that the tenant must voluntarily leave the apartment and the reason for eviction.

If the tenant has not moved voluntarily within the given time period, the landlord will have a state marshal serve a Summons and Complaint on the tenant.

The summons is an official court form that tells the tenant that an eviction action is being brought against him or her. The **return date** on the form tells the tenant when to file papers with the court, **not** when to go to court for a hearing.

The tenant has two days after the return date to file a paper called an *Appearance* or he or she may lose the case by default. It is extremely important for the tenant to file an appearance and an answer to the complaint promptly. A landlord may obtain an execution to have a state marshal physically remove a tenant and his or her belongings in as little as five days after the date of judgment, excluding Sundays and legal holidays.

All of the courts that handle evictions have simplified forms and instructions which aid both landlords and tenants who wish to represent themselves. In addition, the courts have specially trained housing specialists to mediate housing cases.

Stay of Execution

If the tenant loses, the tenant is allowed to remain in the apartment for **five days**, not including Sundays, legal holidays and the date of judgment. This is called a *Stay of Execution*. Notice of judgment is mailed, with an explanation of the tenant's rights.

If an eviction judgment is entered because of nonpayment of rent, a tenant who pays all of the back rent to the court within five days of the date of judgment may apply for up to **three months** to stay in the premises.

If an eviction judgment enters against the tenant for lapse of time, violation, or where the right to occupy

has terminated, he or she is allowed to remain in the apartment for **five days** from the date of judgment and may apply for up to **six months** more.

As soon as the stay of execution expires, the landlord may get an execution to remove the tenant and his or her belongings from the apartment. A state marshal must serve the tenant or leave a copy of the execution notice at the premises.

Further information on the eviction process is contained in *A Landlord's Guide To Summary Process* or *A Tenant's Guide to Summary Process*. Both publications are available in courts handling housing matters.



INSTRUCTIONS TO LANDLORD

1. Submit to a sheriff or any proper officer the completed original and sufficient copies for each adult occupant and/or tenant you wish to evict. Notice must be served on each occupant or tenant in accordance with C.G.S. § 47a-23.
2. After service is made, the original Notice to Quit will be returned to you. If you do not wish to include your address on this form, provide this information on a separate sheet so that the officer can return the original notice to you promptly after making service.

NOTICE TO QUIT POSSESSION

JD-HM-7 Rev. 11-2000 C.G.S. § 47a-23

www.jud.state.ct.us

TO: NAME(S) OF TENANT(S) AND/OR OCCUPANT(S)

COMPLETE ADDRESS OF PREMISES, INCLUDING APARTMENT NO., IF ANY

I hereby terminate your lease and give you notice that you are to quit possession or occupancy of the premises described above and now occupied by you on or before _____ for the following reason(s) (specify):
(Date)

If you have not moved out of the premises by the date indicated above, an eviction may be started against you.

NAME OF LANDLORD <i>(Print or type)</i>	SIGNED <i>(Landlord/Attorney)</i>
DATED AT <i>(Town)</i>	ON <i>(Date)</i>

ADDRESS OF LANDLORD *(Submit to proper officer on a separate sheet if desired.)*

RETURN OF SERVICE (TO BE COMPLETED BY SERVING OFFICER)

SERVICE MADE AT <i>(Address)</i>	ON <i>(Date of service)</i>
Then and there I made due and legal service of the foregoing notice by leaving a true and attested copy (copies) with/at the usual place of abode of each of the within-named tenant(s) and/or occupant(s).	FEES
	COPY
	ENDORSEMENT
	SERVICE
	TRAVEL
ATTEST <i>(Name and title)</i>	TOTAL

**SUMMARY PROCESS
(EVICTION) COMPLAINT
NONPAYMENT OF RENT**

JD-HM-8 Rev. 5-99
C.G.S. § 47a-23a

STATE OF CONNECTICUT
SUPERIOR COURT
www.state.ct.us

INSTRUCTIONS TO PLAINTIFF (LANDLORD)

- 1. Attach to Summons following the instructions.
- 2. Attach original Notice to Quit.
- 3. If there is a written lease, attach to complaint.

RETURN DATE: _____

- JUDICIAL DISTRICT
- JUDICIAL DISTRICT HOUSING SESSION
- GEOGRAPHICAL AREA NO. _____

AT _____
TOWN/CITY

PLAINTIFF(S)/LANDLORD(S)
VS.

DEFENDANT(S)/TENANT(S)

COMPLAINT

1. On or about (date) _____ the plaintiff, as lessor (landlord), and the defendant as lessee (tenant), entered into an oral a written (copy attached) lease for the term of one _____ for use and occupancy of the following premises:

(week/month/year)

LOCATION OF APARTMENT (No., street, town and apartment or floor no.)

2. The defendant agreed to pay the weekly monthly rental of \$ _____, payable on the _____ day of each week month.

3. The defendant took possession of the premises pursuant to the oral written, one _____ lease, and still occupies the premises.
(week/month/year)

4. The defendant has failed to pay the rent due under the lease on (date) _____

5. On (date) _____ the plaintiff caused a Notice to Quit Possession to be served on the defendant to vacate the premises on or before (date) _____ as required by law. The Notice to Quit is attached to the complaint.

6. Although the time given in the notice to quit possession of the premises has passed, the defendant still continues in possession.

THE PLAINTIFF THEREFORE CLAIMS JUDGMENT FOR IMMEDIATE POSSESSION OF THE PREMISES.

SIGNED (Plaintiff/Plaintiff's Attorney)

DATE SIGNED

**SUMMARY PROCESS (EVICTION) COMPLAINT
NON-PAYMENT OF RENT**

UTILITIES

Landlords are required to keep all heating, plumbing, electrical systems and appliances in good working order. Unless the rental agreement states that the tenant is responsible, the landlord must supply running water and reasonable amounts of heat and hot water.

If it is the landlord's responsibility to provide and pay for heat, the law requires the temperature of the apartment to be at least 65 degrees at all times of the year.

If problems arise with utilities supplied by the landlord, the tenant should:

- Contact the landlord first. State the problem in writing and follow up with a call.
- If the utility is not restored, contact the local Health Department or Housing Code Office. They have the power to contact the landlord and inspect the apartment.
- Contact the local police department.
- Restore the utility and deduct the cost from the rent.
- After two business days without a utility, obtain substitute housing until the utility is restored.

Where the tenant is responsible for supplying the utility, he or she should:

- make all payments on time; and
- contact the utility company to work out a payment plan.

Termination of Service

If the utility company plans to terminate service, it is required to give at least **thirteen days** notice. The notice will be mailed; it most likely will not be a separate letter but will be stated on the bill itself.

Tenants are protected from service termination in the following cases:

- If a member of the household is seriously ill. (In this case, the patient's doctor must provide a written notice and the tenant must make partial payment for utility service.)
- If it is Friday, Saturday, Sunday, a legal holiday, the day before a legal holiday or a day that the utility company's business office is closed.
- If partial payment (at least 20% of the balance due) has been made. (The utility company will not be able to turn off service once they receive this payment, but must send another notice giving thirteen more days.)
- Utility service may not, under any circumstances, be turned off from November 1st to April 15th if a tenant's income is low and the tenant receives assistance from Supplemental Security Income, Temporary Assistance to Needy Families (TANF), or General Assistance, or if the only income he or she receives is from Social Security, Veteran's compensation, or pension or unemployment compensation.

If the tenant cannot pay the bill or wishes to contest the amount of the bill, the tenant should:

- contact the company and speak to a customer service representative; and,
- speak to the company review officer next if no agreement is reached with the customer service representative.

For additional information or help, contact:

Consumer Assistance Division, (DPUC)
10 Franklin Square
New Britain, CT 06051
Toll-free: 1-800-382-4586

CONDOMINIUM CONVERSIONS

In the event that a landlord decides to convert a property to condominiums, a tenant has limited rights, including the following: the right to have the first opportunity to purchase the condominium and to longer notice to find another place. For information about condominium conversions, as well as for information and assistance regarding other housing matters, contact:

Housing Education Resource Center
901 Wethersfield Avenue
Hartford, CT 06114
(860) 296-4242

SUPERIOR COURT HOUSING SESSIONS

Fairfield Judicial District

Superior Court-Housing Session
172 Golden Hill Street
Bridgeport, CT 06604

Telephone: (203) 579-6936

Hartford Judicial District

Superior Court-Housing Session
80 Washington Street
Hartford, CT 06106

Telephone: (860) 756-7920

New Britain Judicial District

Superior Court-Housing Session
20 Franklin Square
New Britain, CT 06051

Telephone: (860) 515-5130

New Haven Judicial District

Superior Court-Housing Session
121 Elm Street
New Haven, CT 06510

Telephone: (203) 789-7937

Stamford/Norwalk Judicial District

Superior Court-Housing Session
17 Belden Avenue
Norwalk, CT 06850

Telephone: (203) 846-4332

Waterbury Judicial District

Superior Court-Housing Session
300 Grand Street
Waterbury, CT 06721

Telephone: (203) 596-4061

**GEOGRAPHICAL AREA COURT LOCATIONS
HANDLING HOUSING MATTERS**

G.A. 3

146 White Street
Danbury, CT 06810
(203) 207-8600

G.A. 5

106 Elizabeth Street
Derby, CT 06418
(203) 735-7438

G.A. 10

112 Broad Street
New London, CT 06320
(860) 443-8343

G.A. 11

120 School Street
Danielson, CT 06239
(860) 779-8480

G.A. 18

80 Doyle Road
(P.O. Box 667)
Bantam, CT 06750
(860) 567-3942

G.A. 21

1 Courthouse Square
Norwich, CT 06360
(860) 889-7338

**JUDICIAL DISTRICT COURT LOCATIONS
HANDLING HOUSING MATTERS**

Judicial District at Meriden

54 West Main Street
Meriden, CT 06450
(203) 238-6667

Judicial District at Middlesex

1 Court Street
Middletown, CT 06457-3374
(860) 343-6400

Judicial District at Tolland

69 Brooklyn Street
Rockville, CT 06066
(860) 875-6294

LEGAL AID OFFICES

For all initial screening of requests for legal assistance from legal aid programs in Connecticut:

Statewide Legal Services, Inc.
(860) 344-0380
(Hartford, Central Connecticut, Middletown Areas)
1-800-453-3320 (All Other Regions)

Greater Hartford Legal Assistance

Hartford Office
(860) 541-5000

Enfield Office
(860) 745-0606

New Haven Legal Assistance Association, Inc.

New Haven Office
(203) 946-4811

Connecticut Legal Services, Inc.

Regional Offices:

Bridgeport (203) 336-3851

New Britain (860) 225-8678

New London (860) 447-0323

Stamford (203) 348-9216

Waterbury (203) 756-8074

Willimantic (860) 456-1761

Satellite Locations:

Danbury
1-800-541-8909

Meriden/Middletown (860) 225-8678

Norwalk (203) 348-9216

Norwich (860) 447-0323

Rockville 1-800-413-7796

Torrington 1-800-413-7797

AIDS Legal Network (860) 541-5040

Legal Assistance
for Medicare Patients 1-800-413-7796 or
(860) 423-2556

LAWYER REFERRAL SERVICE OFFICES

Location

Fairfield County
1-800-972-9628

Hartford, Litchfield, Middlesex, Tolland and Windham
Counties
(860) 525-6052

New Haven County
(203) 562-5750

New London County
(860) 889-9384