



General Assembly

Substitute Bill No. 48

January Session, 2021



AN ACT CONCERNING ADDITIONAL HOUSING PROTECTIONS FOR VICTIMS OF FAMILY VIOLENCE OR SEXUAL ASSAULT.

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

1 Section 1. (NEW) (*Effective October 1, 2021*) (a) Upon the request of a
2 tenant, a landlord shall change the locks or permit the tenant to change
3 the locks to a tenant's dwelling unit when: (1) The tenant is named as a
4 protected person in (A) a protective or restraining order issued by a
5 court of this state, including, but not limited to, an order issued pursuant
6 to sections 46b-15, 46b-16a, 46b-38c, 53a-40e and 54-1k of the general
7 statutes, that is in effect at the time the tenant makes such request of the
8 landlord, or (B) a foreign order of protection that has been registered in
9 this state pursuant to section 46b-15a of the general statutes, that is in
10 effect at the time the tenant makes such request of the landlord; (2) the
11 protective order, restraining order or foreign order of protection
12 requires the respondent or defendant to (A) stay away from the home
13 of the tenant, or (B) stay a minimum distance away from the tenant; and
14 (3) the tenant provides a copy of such protective order, restraining order
15 or foreign order of protection to the landlord. A landlord who is
16 required to change a tenant's locks or permit the tenant to change a
17 tenant's locks under this subsection shall, not later than six hours after
18 receipt of the request, inform the tenant whether the landlord will
19 change the locks or permit the tenant to change the locks. If the landlord

20 agrees to change the locks, the landlord shall do so not later than forty-
21 eight hours after the date that the tenant makes such request.

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

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

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

51 (e) If a tenant residing in the dwelling unit is named as the respondent

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

65 (f) A landlord may not require a tenant who is named as a protected
66 person under an order described in subsection (a) of this section to pay
67 additional rent or an additional deposit or fee because of the exclusion
68 of the tenant who is named as the respondent or defendant in such
69 order.

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

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

78 As used in this chapter and sections 47a-21, 47a-23 to 47a-23c,
79 inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-
80 41a, 47a-43 and 47a-46 and section 1 of this act:

81 (a) "Action" includes recoupment, counterclaim, set-off, cause of
82 action and any other proceeding in which rights are determined,

83 including an action for possession.

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

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

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

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

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

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

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

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

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

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

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

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

This act shall take effect as follows and shall amend the following sections:		
Section 1	October 1, 2021	New section
Sec. 2	October 1, 2021	47a-1

HSG Joint Favorable Subst.