



House Bill No. 6598

Public Act No. 05-56

AN ACT CONCERNING SURCHARGE CLAUSES IN RESIDENTIAL LEASES FOR HEAT AND UTILITIES.

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

Section 1. Section 47a-4 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2005, and applicable to rental agreements or renewals of rental agreements signed on or after October 1, 2005*):

(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

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of any judgment against the tenant in any action in which money damages are awarded; [or] (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.

Approved June 2, 2005