



House of Representatives

General Assembly

File No. 314

February Session, 2010

Substitute House Bill No. 5246

House of Representatives, April 6, 2010

The Committee on Human Services reported through REP. WALKER of the 93rd Dist., Chairperson of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING THE PROTECTION OF, AND SERVICES FOR, VICTIMS OF DOMESTIC VIOLENCE.

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

1 Section 1. Section 7-73 of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective July 1, 2010*):

3 (a) To any person performing the duties required by the provisions
4 of the general statutes relating to registration of marriages, deaths and
5 fetal deaths, the following fees shall be allowed: (1) For the license to
6 marry, ten dollars; and (2) for issuing each burial or removal, transit
7 and burial permit, three dollars.

8 (b) A twenty-dollar surcharge shall be paid to the registrar for each
9 license to marry in addition to the fee for such license established
10 pursuant to subsection (a) of this section. The registrar shall retain one
11 dollar from each such surcharge for administrative costs and shall
12 forward the remainder, on or before the tenth day of the month
13 following each calendar quarter, to the Department of Public Health.

14 The receipts shall be deposited into an account of the State Treasurer
15 and credited to the General Fund for further credit to a separate
16 nonlapsing account established by the Comptroller for use by the
17 Department of Social Services for shelter services for victims of
18 household abuse in accordance with section 17b-850 and by the
19 Department of Public Health for rape crisis services funded under
20 section 19a-2a. Such funds shall be allocated for these purposes by the
21 Office of Policy and Management in consultation with the
22 Commissioners of Social Services and Public Health based on an
23 evaluation of need, service delivery costs and availability of other
24 funds. The Commissioners of Social Services and Public Health shall
25 distribute such funds to the recipient organizations in accordance with
26 such allocations not later than October fifteenth, annually. No such
27 [moneys] funds shall (1) be retained by the Office of Policy and
28 Management, the Commissioner of Social Services or the
29 Commissioner of Public Health for administrative purposes; or (2)
30 supplant any state or federal funds otherwise available for such
31 services.

32 Sec. 2. (NEW) (*Effective October 1, 2010*) (a) Notwithstanding the
33 provisions of chapters 830 and 831 of the general statutes, for rental
34 agreements entered into after December 31, 2010, a tenant who is a
35 victim of family violence, as defined in section 46b-38a of the general
36 statutes, may terminate the rental agreement for the dwelling unit that
37 the tenant occupies at the time he or she is a victim of family violence
38 upon giving not less than five calendar days' written notice to the
39 landlord prior to the date of terminating the agreement. Such notice
40 shall include: (1) A statement that the tenant is a victim of family
41 violence; (2) a statement that the tenant intends to terminate the rental
42 agreement; and (3) a copy of a police or court record related to the
43 family violence or a signed written statement that the tenant or the
44 tenant's parent or child is a victim of family violence, provided such
45 statement is from an employee or agent of a victim services
46 organization, from an attorney or other advocate, or from a medical or
47 other professional from whom the tenant or the tenant's parent or the
48 tenant's child has sought assistance.

49 (b) If the tenant terminates the rental agreement pursuant to
50 subsection (a) of this section, the tenant shall not be liable for more
51 than one-half of one month's rent or more than one-half of the tenant's
52 security deposit, whichever is less, due to early termination of the
53 rental agreement, provided rent has been paid in accordance with the
54 terms of the rental agreement during the twelve-month period,
55 including the grace periods described in section 47a-15a of the general
56 statutes, as amended by this act, or the period of time since the
57 commencement of the term of the rental agreement if less than twelve
58 months, prior to the landlord's receipt of the tenant's notice under this
59 section. The tenant's termination of the rental agreement pursuant to
60 subsection (a) of this section shall not relieve the tenant from liability
61 to the landlord for any rent arrearage incurred prior to such
62 termination of the rental agreement or from liability to the landlord for
63 property damage caused by the tenant.

64 Sec. 3. (NEW) (*Effective October 1, 2010*) Notwithstanding the
65 provisions of chapter 830 of the general statutes, for rental agreements
66 entered into after December 31, 2010, a tenant who is a victim of family
67 violence, as defined in section 46b-38a of the general statutes, may
68 notify the landlord that the tenant is seeking a one-time deferral of the
69 payment of up to one month's rent that is due on the next rent due
70 date. The tenant shall give written notice to the landlord not later than
71 five calendar days before the due date of the rent payment for which
72 the tenant seeks deferral. Such notice shall include: (1) A statement that
73 the tenant is a victim of family violence; (2) a statement that the tenant
74 seeks deferral of one month's rent payment and agrees to make the
75 payment in full not later than six months from the date of the notice;
76 (3) a statement that the tenant does not intend to terminate the rental
77 agreement; and (4) a copy of a police or court record related to the
78 family violence or a signed written statement that the tenant or the
79 tenant's parent or child is a victim of family violence, provided such
80 statement is from an employee or agent of a victim services
81 organization, from an attorney or other advocate, or from a medical or
82 other professional from whom the tenant or the tenant's parent or the
83 tenant's child has sought assistance. If the rent has been paid in

84 accordance with the terms of the rental agreement during the twelve-
85 month period, including the grace periods described in section 47a-15a
86 of the general statutes, as amended by this act, or the period of time
87 since the commencement of the term of the rental agreement if less
88 than twelve months, prior to the landlord's receipt of the tenant's
89 notice and the tenant has provided notice in accordance with this
90 section, the landlord shall defer the payment due on the next rent due
91 date. The landlord shall not take any adverse action against the tenant,
92 including any action under section 47a-15 or 47a-15a of the general
93 statutes, as amended by this act, because of failure to pay such
94 deferred rent payment. In the case of a month-to-month lease, the
95 landlord shall automatically renew the lease for the subsequent month
96 upon receipt of notice in accordance with this section. The landlord
97 shall permit the tenant a period of six months from the date of such
98 notice to pay the deferred rent payment. The tenant's exercise of his or
99 her right to defer one month's rent payment pursuant to this section
100 shall not preclude the landlord from commencing a summary process
101 action for a reason other than the tenant's exercise of such right under
102 this section or section 2 of this act including: (A) Nonpayment of rent
103 for a month subsequent to the month for which the tenant sought a
104 deferral pursuant to this section, (B) a reason described in section 47a-
105 23 of the general statutes, or (C) a reason described in section 47a-31 of
106 the general statutes.

107 Sec. 4. Section 47a-15a of the general statutes is repealed and the
108 following is substituted in lieu thereof (*Effective October 1, 2010*):

109 If rent is unpaid when due and the tenant fails to pay rent within
110 nine days thereafter or, in the case of a one-week tenancy, within four
111 days thereafter, the landlord may terminate the rental agreement in
112 accordance with the provisions of sections 47a-23 to 47a-23b, inclusive,
113 except the landlord may not terminate the rental agreement because a
114 tenant is a victim of family violence, as defined in section 46b-38a, and
115 has invoked the tenant's right to defer payment of up to one month's
116 rent under section 3 of this act.

117 Sec. 5. (NEW) (*Effective October 1, 2010*) A landlord shall not
118 maintain an action or proceeding against a tenant to recover
119 possession of a dwelling unit, demand an increase in rent from a
120 tenant or decrease the services to which the tenant has been entitled
121 because the tenant is a victim of family violence, as defined in section
122 46b-38a of the general statutes, and has invoked a right under section 2
123 or 3 of this act.

124 Sec. 6. (*Effective July 1, 2010*) The sum of two million two hundred
125 fifty thousand dollars is appropriated to the Department of Social
126 Services, from the General Fund, for the fiscal year ending June 30,
127 2011, for the purpose of making grants to domestic violence programs
128 to provide on-site staffing at their emergency shelters twenty-four
129 hours a day, seven days a week.

130 Sec. 7. (NEW) (*Effective July 1, 2010*) (a) The Commissioner of Public
131 Health shall develop and issue public service announcements for the
132 purpose of preventing teen dating violence and family violence, as
133 defined in section 46b-38a of the general statutes.

134 (b) The Commissioner of Public Health shall expend a portion of
135 any funds appropriated to the Department of Public Health to
136 implement community education and outreach programs for the
137 purpose described in subsection (a) of this section.

138 Sec. 8. Section 47a-1 of the general statutes is repealed and the
139 following is substituted in lieu thereof (*Effective July 1, 2010*):

140 As used in this chapter, sections 2, 3 and 5 of this act and sections
141 47a-21, 47a-23 to 47a-23c, inclusive, 47a-26a to 47a-26g, inclusive, 47a-
142 35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46:

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

146 (b) "Building and housing codes" include any law, ordinance or
147 governmental regulation concerning fitness for habitation or the

148 construction, maintenance, operation, occupancy, use or appearance of
149 any premises or dwelling unit.

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

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

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

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

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

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

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

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

178 other occupants in the structure.

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

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

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

This act shall take effect as follows and shall amend the following sections:		
Section 1	July 1, 2010	7-73
Sec. 2	October 1, 2010	New section
Sec. 3	October 1, 2010	New section
Sec. 4	October 1, 2010	47a-15a
Sec. 5	October 1, 2010	New section
Sec. 6	July 1, 2010	New section
Sec. 7	July 1, 2010	New section
Sec. 8	July 1, 2010	47a-1

HS Joint Favorable Subst.

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact:

Agency Affected	Fund-Effect	FY 11 \$	FY 12 \$
Social Services, Dept.	GF - Appropriation	2.25 million	2.25 million

Note: GF=General Fund

Municipal Impact: None

Explanation

Section 6 appropriates \$2.25 million to the Department of Social Services (DSS) for the purpose of providing on-site staffing at domestic violence shelters 24 hours a day, 7 days a week. Any state commitment up to this amount could be offset in any given year by any additional private or federal funds that shelters may receive for these services. For example, in November, 2009, \$1 million in federal stimulus funds were awarded to expand staff at five domestic violence shelters to enable them to operate full time. Currently, DSS provides grants totaling \$2.4 million to the various domestic violence shelters.

Section 1 requires the Commissioners of Social Services and Public Health to distribute certain funds for shelter services for victims of household abuse by October 15th annually. These funds are from a surcharge on marriage licenses. Although this requirement may alter the fiscal year in which such funds are disbursed, it is not expected to have an overall fiscal impact. This section also specifies that the state agencies may not retain any funds for administrative purposes, which has no fiscal impact as neither agency currently retains such funding.

Sections 2 through 5 and 8 make changes to tenant/landlord law when the tenant is a victim of family violence. There is no direct state fiscal impact from these changes.

The Out Years

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

OLR Bill Analysis

sHB 5246

AN ACT CONCERNING THE PROTECTION OF, AND SERVICES FOR, VICTIMS OF DOMESTIC VIOLENCE.

SUMMARY:

This bill makes it easier for tenants who are victims of family violence to choose whether to stay in their dwellings (by deferring their rent) or leave. It (1) sets up parallel procedures for tenants to follow when they make these decisions, (2) requires landlords to accommodate them, and (3) prohibits landlords from taking adverse actions against the tenants who do so. It applies to tenants who enter into rental agreements after December 31, 2010.

The bill appropriates \$2.25 million to the Department of Social Services (DSS) in FY 11 for grants to domestic violence programs to enable their emergency shelters to provide around-the-clock, on-site staffing.

The bill requires the Department of Public Health (DPH) commissioner to develop and issue public service announcements (PSAs) for preventing teen dating violence and family violence. It must use its appropriation for community education and outreach programs to pay for these announcements.

Finally, the bill mandates a timeframe for DSS and DPH to make payments to organizations from a special fund established with a marriage license surcharge and used for shelter services for domestic violence and rape victims.

The bill also makes technical changes.

EFFECTIVE DATE: October 1, 2010, except for the marriage license surcharge funds, shelter appropriation, DPH PSAs, and technical,

conforming changes, which are effective on July 1, 2010.

ABILITY TO TERMINATE RENTAL AGREEMENTS

For rental agreements entered into after December 31, 2010, the bill allows a tenant who is a victim of family violence to terminate the rental agreement for the dwelling unit that he or she occupies at the time he or she is being victimized. The tenant must provide the landlord at least five calendar days' written notice.

The notice must include:

1. a statement that he or she is a victim of family violence;
2. a statement that he or she intends to terminate the rental agreement; and
3. a copy of a police or court record related to the violence or a signed written statement that the tenant or tenant's parent or child is a victim of family violence.

The written statement in (3) above must be from a victim services organization employee or agent, attorney or other advocate, or a medical professional from whom the tenant or tenant's parent or child sought assistance.

The law defines family violence as an incident resulting in physical harm, bodily injury, or assault, or an act of threatened violence that constitutes fear of imminent physical harm, bodily injury, or assault between family or household members.

Limited Liability for Rent

Under the bill, if the tenant terminates the agreement, he or she cannot be liable for more than the lesser of a half month's rent or a half-month's security deposit due to early termination of the rental agreement. But the tenant is free from this liability only if he or she has paid rent in accordance with the rental agreement during the 12-month period before the landlord receives the termination notice, or, if the tenant has rented the unit for less than 12 months, during the time

since the rental agreement term began. If a tenant has paid rent late but within the statutory “grace period” (generally nine days from the due date), it is considered paid for purposes of the bill.

The tenant’s termination of the rental agreement does not relieve him or her from liability to the landlord for any (1) rent arrearage incurred before he or she terminated the rental agreement or (2) property damage that he or she causes.

WHEN VICTIM DECIDES NOT TO TERMINATE THE RENTAL AGREEMENT

Rent Deferrals

For rental agreements entered into after December 31, 2010, the bill permits a victim tenant who chooses not to terminate the rental agreement to notify the landlord that he or she would like to defer, on a one-time basis, paying the next month’s rent, up to the full amount due. It requires the landlord to defer the payment and give the tenant up to six months to pay the deferred amount. The landlord may not terminate the rental agreement when the tenant has invoked his or her right to defer payment.

The tenant must provide written notice to the landlord at least five calendar days before the deferred rent due date. The notice must include:

1. a statement that the tenant is victim of family violence;
2. a statement that the tenant wants to defer the rent payment and agrees to pay the entire amount deferred within six months from the notice date;
3. a statement that the tenant does not intend to terminate the rental agreement; and
4. a copy of a police or court record or a signed statement identical to that allowed for rental terminations described above.

The landlord must allow the deferral provided the tenant is current

on his or her rent, as described above in cases where the tenant chooses to terminate the rental agreement. If the tenant is renting on a monthly basis, the landlord must automatically renew the tenant's lease for the next month after he or she receives the notice.

ABILITY OF LANDLORD TO BRING ADVERSE ACTIONS

The bill prohibits the landlord from taking any adverse action against the tenant, including those allowed for breaches of landlord-tenant law, for the tenant's failure to pay the deferred amount. (Presumably, the landlord could take action if the deferred amount was not paid within six months, or if the requirements above were not met (e.g., notice to landlord.))

By law, landlords can terminate rental agreements when tenants fail to pay their rent within the grace period. The bill prohibits landlords from terminating rental agreements on this basis because a tenant (1) is a victim of family violence and (2) has invoked his or her right to defer the payment under the bill.

But the tenant's exercise of his or her right to defer the payment does not preclude the landlord from beginning a summary process (eviction) action for a reason other than the bill's rental agreement termination or rent deferral provisions, including (1) nonpayment of rent for a month before the month which the tenant wants to defer; (2) when the tenant is using the unit for illegal activities; or (3) one of the reasons for which the law allows landlords to require tenants to move, such as the landlord wishing to occupy the unit.

The bill explicitly prohibits a landlord from maintaining an action or proceeding against a tenant to (1) recover possession of the dwelling unit, (2) demand a rent increase, or (3) decrease services to which the tenant has been entitled because the tenant has invoked his or her right under the bill to terminate the rental agreement or defer the rent payment.

MARRIAGE LICENSE SURCHARGE

The bill requires the DSS and DPH commissioners to distribute the

funds from the nonlapsing account holding the \$20 marriage license surcharge to the recipient organizations by October 15 of each year. By law, the Office of Policy and Management (OPM) allocates these funds, in consultation with DSS (which uses them for shelter services for victims of household abuse) and DPH (which uses them for rape crisis services).

The bill prohibits OPM and the DSS and DPH commissioners from retaining any of the funds for administrative purposes.

COMMITTEE ACTION

Human Services Committee

Joint Favorable Substitute

Yea 15 Nay 4 (03/18/2010)