

TESTIMONY OF
THE CONNECTICUT COALITION OF PROPERTY OWNERS
BEFORE
THE LEGISLATURE'S HUMAN SERVICES COMMITTEE
MONDAY, MARCH 15, 2010

Good morning, my name is Paul Rosow. I am a landlord and property owner and the President of Connecticut Coalition of Property Owners ("CCOPO"). I am here today to testify regarding:

HB 5246 AAC Distribution Of The marriage License Surcharge And Changes To The Landlord And Tenant Statutes To Benefit Victims Of Domestic Violence.

The Connecticut Coalition of Property Owners ("CCOPO") is in all likelihood the largest landlord organization in Connecticut with members throughout Connecticut and several chapters, including the:

- Bridgeport Property Owners' Association,
- Greater Hartford Property Owners' Association,
- Stamford Property Owners' Association, and the
- Connecticut Association of Real Estate Investors.

Collectively, we represent approximately 25,000 rental units in Connecticut.

CCOPO opposes HB 5246.

No one, including CCOPO and its members disagree with the belief that domestic violence is unacceptable and must be remedied. Nor would CCOPO members argue that the victims of domestic violence may need assistance. Where CCOPO takes issue with HB 5246 is that it singles out innocent property owners to provide the financial assistance to the victims.

Consider the changes to the landlord tenant laws proposed by HB 5246:

1. Section 2 allows a tenant who is a victim of domestic violence to terminate a lease with 5 days written notice. The notice provisions are extremely broad and can result in significant expense to the landlord/property owner.
2. Section 2(b) states that if such a tenant terminates the lease on 5 days notice, the landlord shall not receive more than 1/2 of one month's rent or retain more than 1/2 of the security deposit, whichever is less. The provision again may be extremely expensive to the landlord. The security deposit provision also bears no correlation to the fact that there may be significant damage to the apartment that must be repaired.
3. Section 3 allows the tenant to be entitled to a "one-time deferral of the payment of up to one month's rent...". Even though the tenant must agree to pay the rent in full within six months, there is no provision that entitles the innocent landlord to defer their expenses for a comparable period.

There is no question that these provisions attempt to provide financial assistance to the victims of domestic violence. Nevertheless, CCOPO must ask what is the nexus between the victims and the landlords that justifies making the innocent landlord bear what can be a significant financial burden?

Domestic violence doesn't just occur in rental housing. Home owners are also frequently victims. So why doesn't HB 5246 allow victims:

- To defer one month's mortgage payment for six months?
- To defer a car payment for six months?
- To defer a credit card payment for six months?

Foreclosure is a real problem in this difficult economy. How would this affect the retired couple that owns a two or three family house and relies on the income to pay their bills? Who will help the landlord pay their bills when the lease is broken on 5 days notice, or only ½ of the security deposit can be recovered to pay for extensive damages? Will be landlord be able to defer their bills?

Where is the equity and fairness in singling out landlords to pay for assistance to domestic violence? User fees have sufficient justification; however, there is no correlation between the landlord and the victim of domestic violence.

CCOPO believes that where financial assistance is needed for victims of domestic violence, all taxpayers should fund the program.

HB 5246 violates fundamental Constitutional rights, including the right to own property and not to have it taken for a public purpose without fair compensation. When New London unfairly condemned the property of various citizens, this Legislature was justifiably outraged. Does that fact that HB 5246 only takes a little of the value of a landlord's property for a worthwhile public purpose make it less outrageous?

Our Constitutions and courts have long been reluctant to pass ex post facto laws that negate valid contracts. HB 5246 does just that. It retroactively changes the terms of valid leases.

In Summary, although CCOPO cannot in any way object to the intent of HB 5246, the bill is so fundamentally flawed that it should not be favorably reported. The contemplated assistance to the victims of domestic violence should come from the General Fund and not from a small group that has no responsibility for the occurrence of domestic violence.

Domestic violence victims should be protected by our legal system. So should the property rights of innocent landlords. **Please reject HB 5246.**

This completes my testimony. Thank you for your consideration.