



General Assembly

February Session, 2010

Raised Bill No. 5246

LCO No. 1174

01174_____HS_

Referred to Committee on Human Services

Introduced by:
(HS)

AN ACT CONCERNING DISTRIBUTION OF THE MARRIAGE LICENSE SURCHARGE AND CHANGES TO THE LANDLORD AND TENANT STATUTES TO BENEFIT 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 Section 7-73 of the general statutes is repealed and the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 may terminate the rental agreement for the
36 dwelling unit that the tenant occupies at the time he or she is a victim
37 of family violence upon giving five calendar days' written notice to the
38 landlord. For purposes of this section, "family violence" means an
39 incident resulting in physical harm, bodily injury or assault, or an act
40 of threatened violence that constitutes fear of imminent physical harm,
41 bodily injury or assault between family or household members. Verbal
42 abuse or argument shall not constitute family violence unless there is
43 present danger and the likelihood that physical violence will occur.
44 Such notice shall include: (1) A statement that the tenant is a victim of
45 family violence; (2) a statement that the tenant intends to terminate the
46 rental agreement; and (3) a copy of: (A) A protective order; (B) a
47 restraining order; (C) a standing criminal restraining order; (D)
48 documentation from an employee, agent or volunteer of a victim

49 services organization, an attorney, a member of the clergy or a medical
50 or other professional service provider from whom the tenant or a
51 member of the tenant's family or household has sought assistance in
52 addressing family violence and the effects of family violence; (E) a
53 police record; (F) a court record; or (G) other document that establishes
54 that the tenant is a victim of family violence.

55 (b) If the tenant terminates the rental agreement pursuant to
56 subsection (a) of this section, the landlord shall not require the tenant
57 to pay more than one-half of one month's rent or retain more than one-
58 half of the tenant's security deposit, whichever is less, due to early
59 termination of the rental agreement, provided rent has been paid in
60 accordance with the terms of the rental agreement during the twelve-
61 month period, or the period of time since the commencement of the
62 term of the rental agreement if less than twelve months, prior to the
63 landlord's receipt of the tenant's notice under this section.

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 may notify the landlord that the tenant is seeking a one-time
68 deferral of the payment of up to one month's rent that is due on the
69 next rent due date. For purposes of this section, "family violence"
70 means an incident resulting in physical harm, bodily injury or assault,
71 or an act of threatened violence that constitutes fear of imminent
72 physical harm, bodily injury or assault between family or household
73 members. Verbal abuse or argument shall not constitute family
74 violence unless there is present danger and the likelihood that physical
75 violence will occur. The tenant shall give notice to the landlord not
76 later than five calendar days before the due date of the rent payment
77 for which the tenant seeks deferral. Such notice shall include: (1) A
78 statement that the tenant is a victim of family violence; (2) a statement
79 that the tenant seeks deferral of one month's rent payment and agrees
80 to make the payment in full not later than six months from the date of
81 the notice; (3) a statement that the tenant does not intend to terminate

82 the rental agreement; and (4) a copy of: (A) A protective order; (B) a
83 restraining order; (C) a standing criminal restraining order; (D)
84 documentation from an employee, agent or volunteer of a victim
85 services organization, an attorney, a member of the clergy or a medical
86 or other professional service provider from whom the tenant or a
87 member of the tenant's family or household has sought assistance in
88 addressing family violence and the effects of family violence; (E) a
89 police record; (F) a court record; or (G) other document that establishes
90 that the tenant is a victim of family violence. If the rent has been paid
91 in accordance with the terms of the rental agreement during the
92 twelve-month period, or the period of time since the commencement
93 of the term of the rental agreement if less than twelve months, prior to
94 the landlord's receipt of the tenant's notice and the tenant has provided
95 notice in accordance with this section, the landlord shall defer the
96 payment due on the next rent due date. The landlord shall not take any
97 adverse action against the tenant, including any action under section
98 47a-15 of the general statutes, as amended by this act, because of
99 failure to pay rent. In the case of a month-to-month lease, the landlord
100 shall automatically renew the lease for the subsequent month upon
101 receipt of notice in accordance with this section. The landlord shall
102 permit the tenant a period of six months from the date of such notice to
103 pay the deferred rent payment.

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

106 Prior to the commencement of a summary process action, except in
107 the case in which the landlord elects to proceed under sections 47a-23
108 to 47a-23b, inclusive, to evict based on nonpayment of rent, on conduct
109 by the tenant which constitutes a serious nuisance or on a violation of
110 subsection (h) of section 47a-11, if there is a material noncompliance
111 with section 47a-11 which materially affects the health and safety of
112 the other tenants or materially affects the physical condition of the
113 premises, or if there is a material noncompliance by the tenant with the
114 rental agreement or a material noncompliance with the rules and

115 regulations adopted in accordance with section 47a-9, and the landlord
116 chooses to evict based on such noncompliance, the landlord shall
117 deliver a written notice to the tenant specifying the acts or omissions
118 constituting the breach and that the rental agreement shall terminate
119 upon a date not less than fifteen days after receipt of the notice. If such
120 breach can be remedied by repair by the tenant or payment of
121 damages by the tenant to the landlord, and such breach is not so
122 remedied within such fifteen-day period, the rental agreement shall
123 terminate except that (1) if the breach is remediable by repairs or the
124 payment of damages and the tenant adequately remedies the breach
125 within such fifteen-day period, the rental agreement shall not
126 terminate; or (2) if substantially the same act or omission for which
127 notice was given recurs within six months, the landlord may terminate
128 the rental agreement in accordance with the provisions of sections 47a-
129 23 to 47a-23b, inclusive. If a tenant is a victim of family violence and
130 defers rent under section 3 of this act, the tenant's nonpayment in
131 accordance with section 3 of this act of up to one month's rent shall not
132 be considered material noncompliance with the rental agreement. For
133 the purposes of this section, (A) "serious nuisance" means [(A)] (i)
134 inflicting bodily harm upon another tenant or the landlord or
135 threatening to inflict such harm with the present ability to effect the
136 harm and under circumstances which would lead a reasonable person
137 to believe that such threat will be carried out, [(B)] (ii) substantial and
138 wilful destruction of part of the dwelling unit or premises, [(C)] (iii)
139 conduct which presents an immediate and serious danger to the safety
140 of other tenants or the landlord, or [(D)] (iv) using the premises or
141 allowing the premises to be used for prostitution or the illegal sale of
142 drugs or, in the case of a housing authority, using any area within
143 fifteen hundred feet of any housing authority property in which the
144 tenant resides for the illegal sale of drugs; and (B) "family violence"
145 means an incident resulting in physical harm, bodily injury or assault,
146 or an act of threatened violence that constitutes fear of imminent
147 physical harm, bodily injury or assault between family or household
148 members. Verbal abuse or argument shall not constitute family

149 violence unless there is present danger and the likelihood that physical
150 violence will occur. If the landlord elects to evict based upon an
151 allegation, pursuant to subsection (g) of section 47a-11, that the tenant
152 failed to require other persons on the premises with his consent to
153 conduct themselves in a manner that will not constitute a serious
154 nuisance, and the tenant claims to have had no knowledge of such
155 conduct, then, if the landlord establishes that the premises or, in the
156 case of a landlord that is a housing authority, the premises or any area
157 within fifteen hundred feet of any housing authority property in which
158 the tenant resides has been used for the illegal sale of drugs, the
159 burden shall be on the tenant to show that he had no knowledge of the
160 creation of the serious nuisance.

161 Sec. 5. Section 47a-15a of the general statutes is repealed and the
162 following is substituted in lieu thereof (*Effective October 1, 2010*):

163 If rent is unpaid when due and the tenant fails to pay rent within
164 nine days thereafter or, in the case of a one-week tenancy, within four
165 days thereafter, the landlord may terminate the rental agreement in
166 accordance with the provisions of sections 47a-23 to 47a-23b, inclusive,
167 except the landlord may not terminate the rental agreement because a
168 tenant is a victim of family violence and has invoked the tenant's right
169 to defer payment of up to one month's rent under section 3 of this act.
170 For purposes of this section, "family violence" means an incident
171 resulting in physical harm, bodily injury or assault, or an act of
172 threatened violence that constitutes fear of imminent physical harm,
173 bodily injury or assault between family or household members. Verbal
174 abuse or argument shall not constitute family violence unless there is
175 present danger and the likelihood that physical violence will occur.

176 Sec. 6. Section 47a-20 of the general statutes is repealed and the
177 following is substituted in lieu thereof (*Effective October 1, 2010*):

178 A landlord shall not maintain an action or proceeding against a
179 tenant to recover possession of a dwelling unit, demand an increase in
180 rent from the tenant, or decrease the services to which the tenant has

181 been entitled within six months after: (1) The tenant has in good faith
182 attempted to remedy by any lawful means, including contacting
183 officials of the state or of any town, city or borough or public agency or
184 filing a complaint with a fair rent commission, any condition
185 constituting a violation of any provisions of chapter 368o, or of chapter
186 412, or of any other state statute or regulation, or of the housing and
187 health ordinances of the municipality wherein the premises which are
188 the subject of the complaint lie; (2) any municipal agency or official has
189 filed a notice, complaint or order regarding such a violation; (3) the
190 tenant has in good faith requested the landlord to make repairs; (4) the
191 tenant has in good faith instituted an action under subsections (a) to
192 (i), inclusive, of section 47a-14h; [or] (5) the tenant has organized or
193 become a member of a tenants' union; or (6) the tenant is a victim of
194 family violence as defined in section 46b-38a and has invoked a right
195 under section 2 or 3 of this act.

196 Sec. 7. Subsection (d) of section 47a-21 of the general statutes is
197 repealed and the following is substituted in lieu thereof (*Effective*
198 *October 1, 2010*):

199 (d) (1) [Within] Except as provided in section 2 of this act, within the
200 time specified in subdivisions (2) and (4) of this subsection, the person
201 who is the landlord at the time a tenancy is terminated, other than a
202 rent receiver, shall pay to the tenant or former tenant: (A) The amount
203 of any security deposit that was deposited by the tenant with the
204 person who was landlord at the time such security deposit was
205 deposited less the value of any damages which any person who was a
206 landlord of such premises at any time during the tenancy of such
207 tenant has suffered as a result of such tenant's failure to comply with
208 such tenant's obligations; and (B) any accrued interest due on such
209 security deposit as required by subsection (i) of this section. If the
210 landlord at the time of termination of a tenancy is a rent receiver, such
211 rent receiver shall return security deposits in accordance with the
212 provisions of subdivision (3) of this subsection.

213 (2) [Upon] Except as provided in section 2 of this act, upon
214 termination of a tenancy, any tenant may notify his landlord in writing
215 of such tenant's forwarding address. Within thirty days after
216 termination of a tenancy, each landlord other than a rent receiver shall
217 deliver to the tenant or former tenant at such forwarding address
218 either (A) the full amount of the security deposit paid by such tenant
219 plus accrued interest as provided in subsection (i) of this section, or (B)
220 the balance of the security deposit paid by such tenant plus accrued
221 interest as provided in subsection (i) of this section after deduction for
222 any damages suffered by such landlord by reason of such tenant's
223 failure to comply with such tenant's obligations, together with a
224 written statement itemizing the nature and amount of such damages.
225 Any such landlord who violates any provision of this subsection shall
226 be liable for twice the amount or value of any security deposit paid by
227 such tenant, except that, if the violation is the failure to deliver the
228 accrued interest, such landlord shall only be liable for twice the
229 amount of such accrued interest.

230 (3) (A) Any receiver who is authorized by the court appointing him
231 receiver to return security deposits and to inspect the premises of any
232 tenant shall pay security deposits and interest in accordance with the
233 provisions of subdivisions (1) and (2) of this subsection from the
234 operating income of such receivership to the extent that any such
235 payments exceed the amount in any escrow accounts for such tenants.
236 (B) Any rent receiver shall present any claim by any tenant for return
237 of a security deposit to the court which authorized him to be a rent
238 receiver. Such court shall determine the validity of any such claim and
239 shall direct such rent receiver to pay from the escrow account or from
240 the operating income of such property the amount due such tenant as
241 determined by such court.

242 (4) Any landlord who does not have written notice of his tenant's or
243 former tenant's forwarding address shall deliver any written statement
244 and security deposit due to the tenant, as required by subdivision (2)
245 of this subsection, within the time required by subdivision (2) of this

246 subsection or within fifteen days after receiving written notice of such
247 tenant's forwarding address, whichever is later.

248 Sec. 8. (*Effective July 1, 2010*) The sum of ____ dollars is appropriated
249 to the Department of Social Services, from the General Fund, for the
250 fiscal year ending June 30, 2011, for the purpose of making grants to
251 domestic violence programs to provide on-site staffing at their
252 emergency shelters twenty-four hours a day, seven days a week.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>July 1, 2010</i>	7-73
Sec. 2	<i>October 1, 2010</i>	New section
Sec. 3	<i>October 1, 2010</i>	New section
Sec. 4	<i>October 1, 2010</i>	47a-15
Sec. 5	<i>October 1, 2010</i>	47a-15a
Sec. 6	<i>October 1, 2010</i>	47a-20
Sec. 7	<i>October 1, 2010</i>	47a-21(d)
Sec. 8	<i>July 1, 2010</i>	New section

Statement of Purpose:

To require distribution of the marriage license surcharge and to provide assistance in the area of housing to victims of domestic violence.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]