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:

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 Section 7-73 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2010):

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

(b) A twenty-dollar surcharge shall be paid to the registrar for each license to marry in addition to the fee for such license established pursuant to subsection (a) of this section. The registrar shall retain one dollar from each such surcharge for administrative costs and shall forward the remainder, on or before the tenth day of the month following each calendar quarter, to the Department of Public Health. The receipts shall be deposited into an account of the State Treasurer and credited to the General Fund for further credit to a separate nonlapsing account established by the Comptroller for use by the Department of Social Services for shelter services for victims of household abuse in accordance with section 17b-850 and by the Department of Public Health for rape crisis services funded under
section 19a-2a. Such funds shall be allocated for these purposes by the
Office of Policy and Management in consultation with the
Commissioners of Social Services and Public Health based on an
evaluation of need, service delivery costs and availability of other
funds. The Commissioners of Social Services and Public Health shall
distribute such funds to the recipient organizations in accordance with
such allocations not later than October fifteenth, annually. No such
funds shall (1) be retained by the Office of Policy and
Management, the Commissioner of Social Services or the
Commissioner of Public Health for administrative purposes; or (2)
supplant any state or federal funds otherwise available for such
services.

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

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

Sec. 3. (NEW) (Effective October 1, 2010) Notwithstanding the provisions of chapter 830 of the general statutes, for rental agreements entered into after December 31, 2010, a tenant who is a victim of family violence, as defined in section 46b-38a of the general statutes, may notify the landlord that the tenant is seeking a one-time deferral of the payment of up to one month's rent that is due on the next rent due date. The tenant shall give written notice to the landlord not later than five calendar days before the due date of the rent payment for which the tenant seeks deferral. Such notice shall include: (1) A statement that the tenant is a victim of family violence; (2) a statement that the tenant seeks deferral of one month's rent payment and agrees to make the payment in full not later than six months from the date of the notice; (3) a statement that the tenant does not intend to terminate the rental agreement; and (4) a copy of a police or court record related to the family violence or a signed written statement that the tenant or the tenant's parent or child is a victim of family violence, provided such statement is from an employee or agent of a victim services organization, from an attorney or other advocate, or from a medical or other professional from whom the tenant or the tenant's parent or the tenant's child has sought assistance. If the rent has been paid in accordance with the terms of the rental agreement during the twelve-month period, including the grace periods described in section 47a-15a of the general statutes, as amended by this act, or the period of time since the commencement of the term of the rental agreement if less
than twelve months, prior to the landlord's receipt of the tenant's notice and the tenant has provided notice in accordance with this section, the landlord shall defer the payment due on the next rent due date. The landlord shall not take any adverse action against the tenant, including any action under section 47a-15 or 47a-15a of the general statutes, as amended by this act, because of failure to pay such deferred rent payment. In the case of a month-to-month lease, the landlord shall automatically renew the lease for the subsequent month upon receipt of notice in accordance with this section. The landlord shall permit the tenant a period of six months from the date of such notice to pay the deferred rent payment. The tenant's exercise of his or her right to defer one month's rent payment pursuant to this section shall not preclude the landlord from commencing a summary process action for a reason other than the tenant's exercise of such right under this section or section 2 of this act including: (A) Nonpayment of rent for a month subsequent to the month for which the tenant sought a deferral pursuant to this section, (B) a reason described in section 47a-23 of the general statutes, or (C) a reason described in section 47a-31 of the general statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This act shall take effect as follows and shall amend the following sections:

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<thead>
<tr>
<th>Section</th>
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<tr>
<td>Section 1</td>
<td>July 1, 2010</td>
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<tr>
<td>Sec. 2</td>
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HS Joint Favorable Subst.