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H.B. 5209 -- Transfer of landlord bill to tenant without consent

Energy and Technology Committee public hearing -- February 17, 2011

Testimony of Raphael L. Podolsky

Recommended Committee action: **NO ACTION ON THE BILL**

Under Connecticut law, a tenant can be the account holder of a utility account in a building containing more than one dwelling unit only if the service provided goes exclusively to the tenant's apartment. Otherwise the account must be in the landlord's name and the cost built into the rent. For example, if two apartments are on the same electric meter, the meter cannot be put into one tenant's name, forcing that tenant to collect from the other tenant. Similarly, the account cannot be in the tenant's name if it includes the basement, hallways, and other common areas. There must either be a separate meter for the common areas in the landlord's name, or the whole account must be in the landlord's name and the cost built into the rent.

Although the substance of this bill is not entirely clear from its wording, it appears that it would permit the transfer of an electric account from the landlord to the tenant, without the tenant's consent and without adjustment of the tenant's overpayment, if the meters have unlawfully been mixed and the landlord has been forced by the utility company to separate the meters in accordance with the law. The bill is unfair and should be rejected.

The bill unfairly rewards the landlord for his violation of the law. The bill appears to come into play only when the tenant's bill has improperly included common areas or another dwelling unit through unseparated wiring, resulting in overcharges to the tenant. In many cases (especially in regard to common areas), the tenant will have been unaware of the improper mixing, and in many cases these overcharges will have extended over a long period of time. This bill would automatically put the bill back into the tenant's name after the wires are separated -- without the tenant's consent and without the landlord's refunding or repaying the tenant for the amount of the overcharges for utilities that should have been billed to the landlord. Indeed, if the tenant has had difficulty in paying his or her excessive bill, the utility company will continue to hold the tenant responsible and can force repayment under threat of shut-off. While nothing precludes the tenant from agreeing to a transfer voluntarily, it is completely unfair to transfer the account unilaterally at the request of the landlord.

The bill should not be adopted.