



## THE APPLICATION OF CONNECTICUT'S UNIFORM RELOCATION ASSISTANCE ACT TO MUNICIPAL CODE ENFORCEMENT

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### CONNECTICUT'S URAA

Uniform Relocation Assistance Act (URAA) establishes uniform policies to compensate people displaced from their homes, farms, or businesses by state or local government programs (CGS [§ 8-266 et seq.](#) & Conn. Agencies Regs. [§ 8-273-1 et seq.](#)).

The act requires the displacing agency to provide advisory assistance and financial benefits. People displaced from their dwellings are entitled to additional benefits.

### ISSUE

Under what circumstances does the state's Uniform Relocation Assistance Act (URAA) cover municipal code enforcement actions? When must landlords reimburse a municipality for URAA benefits it provided?

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### SUMMARY

Under URAA, a municipality must pay relocation benefits if it undertakes or supervises a program or project that forces people to move, such as code enforcement. The municipality must

compensate displaced people for:

1. reasonable moving expenses, including expenses for moving their family, business, farm operation, or other personal property;
2. direct losses of tangible personal property as a result of moving or discontinuing a business or farm operation; and
3. reasonable expenses in searching for a replacement business or farm ([CGS § 8-268](#)).

Municipal code (e.g., building, housing, health) enforcement actions that result in a property's condemnation may trigger URAA benefits if occupants are forced to move from the property. When the condemned property is a rental property, the law



allows municipalities to recoup from landlords the cost of providing URAA benefits to displaced tenants, if the enforcement activity is related to the landlord's failure to comply with his or her statutory duties under [CGS § 47a-7](#). Landlords who comply with these duties have an affirmative defense ([CGS § 8-270a](#)).

## **APPLICABILITY OF URAA TO MUNICIPAL CODE ENFORCEMENT**

In the context of municipal code enforcement, there are several cases analyzing URAA's applicability. These cases suggest URAA (1) applies to a variety of code enforcement actions, including those related to building, housing, and health code violations and (2) does not establish benefits for people displaced for a short period of time.

### ***Triggering Actions***

URAA's stated purpose is to "to establish a uniform policy for the fair and equitable treatment of persons displaced by the acquisition of real property by state and local land acquisition programs, by building code enforcement activities, or by a program of voluntary rehabilitation of buildings or other improvements conducted pursuant to governmental supervision" ([CGS § 8-266](#)). Although URAA's text lists only building code enforcement as a triggering code enforcement action, the Connecticut Supreme Court, in analyzing URAA, held "'building code' in the URAA is a generic term that embodies all codes dealing with the health and safety requirements of buildings" (*Dukes v. Durante*, 192 Conn. 207, 213, (1984) (holding URAA is triggered by housing code enforcement); see also *Hartford v. Mejias*, 2 Conn. App. 321 (1984)).

A more recent trial court case, citing *Dukes*, held that a lead paint violation in a rental unit triggers URAA benefits (*North Central Health Department v. Department of Economic and Community Development*, 43 Conn. L. Rptr. 674 (2007)). Specifically, the court held that "the lead statute, which falls under the rubric of the health code, ... serve[s] the same purpose as that of the housing code, 'which is to protect the health and safety of the occupants.'" These cases suggest that when a municipality requires people to move from a property because of health or safety violations, it may have to provide URAA benefits to the displaced tenants.

### ***Short Term Displacement***

URAA requires municipalities to make benefits available to people who move as a direct result of code enforcement, but it does not define what constitutes a "move" ([CGS § 8-267](#)). Whether code enforcement actions trigger URAA appears to depend on the ensuing length of a displacement and those that are temporary may not be deemed a "move" under URAA.

Case law suggests that URAA may not be triggered in circumstances where repairs remedy the cited violation promptly and tenants can return to their units. In a *Dukes* footnote, the court said “[i]f these repairs result in a very short displacement, the URAA is not thereby triggered. Indeed, when the effect of the repairs is to render the building safe, decent and habitable, the purpose of URAA is served without the aid of its benefits” (*Dukes* at n.11; quoted in *Matter of Wagner*, 115 B.R. 403 (D. Conn. 1990)).

In *Wagner*, the town building inspector condemned a multi-family dwelling for 13 days while a malfunctioning furnace that was emitting harmful fumes was repaired and inspected. The displaced tenants moved out and made claims for assistance under URAA. The municipality provided assistance and put a lien on the landlord’s property, as permitted by law. In relieving the landlord of liability, the *Wagner* court cited *Dukes* for the idea that URAA may not apply to short term displacements that coincide with necessary repairs. Thus, under *Dukes* and *Wagner*, it appears that a tenant who is displaced while a landlord makes repairs to a unit is not necessarily eligible for URAA benefits.

### ***Landlord’s Affirmative Defense***

The law authorizes municipalities to place a lien on a landlord’s real property to secure reimbursement for URAA benefits provided to his or her tenants ([CGS §§ 8-268](#) and [8-270](#)). However, the law provides an affirmative defense to landlords who comply with their statutory responsibilities under [CGS § 47a-7](#) ([CGS § 8-270a](#)). To use an affirmative defense, one must present facts showing liability is improper (e.g., because the landlord is not at fault), even if the party’s allegations are true (e.g., that the unit must be condemned). When a landlord successfully invokes the affirmative defense, the municipality bears liability for the URAA benefits it provided.

Landlords can use the affirmative defense when a municipality’s code enforcement action is not caused by their violation of [CGS § 47a-7](#), which sets out landlords’ responsibilities. Under [CGS § 47a-7](#), a landlord must:

1. comply with all applicable building and housing codes materially affecting health and safety;
2. make all repairs and keep premises in fit and habitable condition, except when unfit or uninhabitable condition is intentionally caused by a tenant, his or her family, or guests;
3. keep all common areas in a clean and safe condition;

4. maintain all appliances, elevators, and facilities supplied or required to be supplied by him or her (e.g., electrical, plumbing, sanitary, heating, and ventilating facilities) in good and safe working order;
5. provide and maintain appropriate trash receptacles and provide for their removal; and
6. generally, supply running water, reasonable amounts of hot water, and reasonable heat.

Thus, if for example, a tenant intentionally destroys his or her unit, rendering it uninhabitable, it appears that the landlord could invoke the affirmative defense to avoid liability for any municipally-provided URAA benefits (see list item number two, above).

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