PROVISIONS CONCERNING
RENT PAYMENTS UNDER CGS § 47A-3A

By: Julia Singer Bansal, Associate Legislative Analyst

OTHER STATUTES ON RENT PAYMENTS

CGS § 47a-3a is not the only statute on rent payments. For example, CGS § 47a-4c prohibits landlords from accepting rent only in the form of an electronic funds transfer and CGS § 47a-19 specifies that acceptance of late rent constitutes a waiver of the landlord’s right to terminate a rental agreement for failure to pay rent.

ISSUE

Summarize state law’s rent payment provisions under CGS § 47a-3a and specify whether landlords (1) may require tenants to mail the payments to a specified address and (2) must provide receipts for them.

The Office of Legislative Research is not authorized to provide legal opinions and this report should not be considered one.

SUMMARY

CGS § 47a-3a makes rent payable at a time and place agreed on by the landlord and tenant. It also establishes default rules for rental agreements that do not specify these terms. Generally, under the law’s default time and place rules, rent is due at the beginning of the month or rental period and is payable at the dwelling unit. Rental agreements need not follow these default rules; for example, they may require that rent payments be mailed to an off-site address by the 15th day of each month.

The law requires landlords to provide receipts only for cash payments. These receipts must be provided to the tenant or person making a payment on his or her behalf, and must include the payment’s date, amount, and purpose.

Time and Place Payments are Due

By law, tenants are responsible for paying rent at a time and place agreed on by the tenant and landlord. Landlords are not required to notify tenants of upcoming payment due dates or request rent payments.
If a rental agreement does not specify where tenants must pay their rent, the law makes the tenant’s dwelling unit the default payment location. However, rental agreements can identify another payment location.

If a rental agreement does not specify a due date and the rental term is longer than one month, rent is due in equal installments at the beginning of each month. In such cases, the law generally gives tenants a nine-day grace period after the due date to pay rent before the landlord can take steps to terminate the rental agreement (CGS § 47a-15a). For example, under the default rules, a tenant who signs a one-year lease totaling $12,000 must pay $1,000 before the tenth day of each month.

If a landlord and tenant enter into a periodic tenancy of one month or less, rent is due at the beginning of each rental period. (A periodic tenancy does not have a specified end date, instead, it continues for successive periods until terminated by the landlord or tenant.) For example, under the default rules, if a tenant rents an apartment week-to-week, rent is due weekly. Week-to-week tenants have a four day grace period after the due date (CGS § 47a-15a).

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