

Late Rent Grace Period and Fees

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Issue

Do tenants, of either public housing or market rate apartments, have a “grace period” before their landlords may take action against them for failing to pay the rent on time? How much may landlords charge as a late fee?

Late Rent Grace Period

Yes, the law provides a grace period for tenants of public and privately owned apartments to pay overdue rent. A landlord may initiate eviction proceedings or, if the lease includes such a provision, impose a late fee for nonpayment of rent. However, tenants generally have a nine-day grace period after the due date passes during which landlords may not terminate the lease agreement (i.e., start eviction proceedings) or charge a late fee. Tenants who rent apartments on a week-to-week basis have a four day grace period. Lease agreements cannot include provisions requiring tenants to pay late fees during the grace period (CGS §§ [47a-15a](#) and [47a-4\(a\)\(8\)](#)).

If a public housing tenant fails to pay the rent within the applicable grace period, the landlord must notify the tenant in writing that a fee is being imposed. The lease must give the tenant at least two weeks after the notice to pay the fee ([Conn. Agencies Reg., § 8-68f-3](#)).

Additionally, Connecticut courts have held that if a landlord authorizes rent payment by mail and the tenant properly mails the rent, the rent is considered to be submitted on that date (the “mailbox rule”) (*Keller v. Delvalle*, 1989 WL 516496 (Jan. 13, 1989)). This suggests that a late fee may not be imposed if the rent check was mailed within the grace period (Connecticut Advisory Council on Housing Matters: [Housing Issues in the Small Claims Session of the Superior Court](#), p. 25, March 14, 2018).

Amount of late fees

A landlord may only impose late fees if the lease agreement contains terms imposing a late fee (*Food Studio v. Fabiola's*, 1998 WL 32193 (June 16, 1998)). The fees must bear a reasonable relationship to the actual damages the landlord sustains, and a court may void them if it finds they are excessive (*Begin v. Reissman*, 1995 WL 348043 (1995)). In *Begin*, the court held that a \$5 per day late fee was excessive and that a landlord may not impose continually accruing fees. But it also held that a late fee equal to 5% of one month's rent was reasonable because it was based on the administrative costs of monitoring late payments (*Begin* at 348043).

JSH:cmg