

Landlords and Utility Services

By: Lee Hansen, Principal Analyst
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Issue

This report summarizes [CGS § 16-262e](#), which generally regulates (1) when landlords may be liable for the costs of providing certain utility services to their tenants' buildings, (2) the circumstances in which a utility company may terminate service to tenants because of their landlord's nonpayment, and (3) when landlords must provide utility companies with access to their meters or other facilities located on the premises of their tenants' buildings.

CGS § 16-262e

Landlord Liability

[CGS § 16-262e](#) makes the owner, agent, lessor, or manager of a residential dwelling (i.e., the "landlord") liable for the costs of a utility service (specifically, electric, gas, water, or heating fuel) provided to the building, unless the utility company provides the service (1) to a dwelling unit of the building on an individually metered or billed basis and (2) for the exclusive use of the unit's occupants ([CGS § 16-262e\(c\)](#)).

If a utility service is not provided on an individually metered or billed basis and the landlord fails to pay for it, an occupant who receives the service in his or her own name may make a reasonable estimate of how much of the service was used by the building's other dwelling units and deduct that amount from his or her bill for the service. In addition, when the tenant makes this type of utility payment, it is deemed to be in lieu of an equal amount of the tenant's rent, so the tenant may deduct the amount from the rent owed to the landlord ([CGS § 16-262e\(d\)](#)). The landlord cannot increase the tenant's rent to collect all or part of the amount that the tenant lawfully deducted ([CGS § 16-262e\(f\)](#)).

Limits on Termination of Service

The statute also limits the circumstances under which utility companies may terminate service for nonpayment when (1) a landlord is directly billed by a utility company for service provided to a building that is not occupied exclusively by the landlord and (2) the company has actual or constructive knowledge that that building's occupants are not the individuals to whom it usually sends its bills. In these cases, the company cannot terminate service unless it (1) makes a good faith effort to notify the occupants about the proposed termination, using means that are the most practicable under the circumstances and best designed to provide actual notice, and (2) provides an opportunity, where practicable, for the occupants to receive service in their own names without requiring a security deposit or any liability for the amount due while service was billed to the landlord.

If it is not practicable for the occupants to receive service in their own names, the company cannot terminate service, but may ask the court to appoint a receiver of rents ([CGS § 16-262e\(a\)](#)). If the occupants do receive service in their own names under these conditions, the company must notify them that they can deduct the full amount of their utility bill from the money they pay their landlord ([CGS § 16-262e\(e\)](#)). The landlord cannot increase their rent to make up the difference ([CGS § 16-262e\(f\)](#)).

If a utility company has terminated service to a residential dwelling and subsequently learns that the dwelling's occupants are not the individuals to whom it usually sends its bills, the company must immediately reinstate the service and cannot terminate it again until it has followed the procedure above ([CGS § 16-262e\(b\)](#)).

Utility Company Access

Under the statute, upon a written request from a utility company, a residential dwelling's landlord is responsible for promptly providing the company with access to its meters or other facilities located on the premises during reasonable hours. If the landlord fails to provide this access, the landlord is liable for the costs the company incurs to gain access, including collection costs and attorney's fees. If the landlord's failure to provide access delays the company's ability to terminate service to an individually metered or billed portion of the dwelling, the landlord is also liable for the amount billed by the company for the service provided to that portion of the dwelling from 10 days after the company requested access until the landlord provides access ([CGS § 16-262e\(g\)](#)). The landlord is only liable for these costs if he or she controls access to the individual meters to which access was denied ([CGS § 16-262e\(c\)](#)).

Other Remedies

Lastly, the statute also specifies that it does not prevent a utility company or occupant from pursuing any other legal action or remedy that it may have against the landlord (CGS § 16-262e(h)).

LH:cmg