

# The Connecticut Uniform Relocation Assistance Act's Application to Municipal Code Enforcements

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## Issue

Under Connecticut's Uniform Relocation Assistance Act (URAA), when must municipalities provide benefits to individuals displaced due to their code enforcement actions and what are those benefits? When must landlords reimburse a municipality for URAA benefits the municipality provided to the landlord's tenants? This report updates OLR Report [2015-R-0235](#).

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

## Summary

Under URAA, municipalities (and state agencies) must pay relocation benefits to individuals displaced by programs they undertake or supervise, such as code enforcement.

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 "building codes" are the only type of codes specifically listed in the statute, the Connecticut Supreme Court has interpreted the term to include all codes dealing with the health and safety requirements of buildings (*Dukes v. Durante*, 192 Conn. 207 (1984)).

As shown in Tables 1 and 2 below, the benefits owed depend on whether it is a residence, business, or farm from which an individual is displaced. The municipality must generally compensate:

1. home owners and renters for moving expenses and certain costs toward a replacement residence and
2. businesses and farms for moving expenses, direct losses of tangible personal property, and the cost of searching for a replacement business or farm ([CGS §§ 8-268](#) et seq.).

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 residential 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](#)).

(When the displacing activities are wholly or partially federally funded, a parallel federal law, the Uniform Relocation Act (URA), applies.)

## **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***

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)).

Additionally, a more recent trial case, citing *Dukes*, held that a lead paint violation in a rental unit may trigger URAA benefits (*North Central Health Department v. Department of Economic and Community Development*, 43 Conn. L. Rptr. 674 (2007)). 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 Displacements***

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; temporary moves may not be deemed a “move” that trigger the URAA’s requirements.

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)).

## **Benefits**

### ***Financial Benefits***

Financial benefits provided under the URAA are in addition to any amount the displacing municipality (or state agency) must pay a property owner to acquire his or her property, if such property is being acquired (code enforcement does not necessitate acquisition, generally).

As shown in Table 1, the benefits owed to residents depend on whether they are tenants or owners of the property and the duration of their residency prior to being displaced. And, as shown in Table 2, businesses and farms are generally entitled to moving expenses, direct losses of tangible personal property, and the cost of searching for a replacement business or farm. Eligible residents, businesses, and farms may elect to receive a fixed allowance instead of compensation for their actual moving expenses (presumably because they moved themselves rather than hiring someone else to do so).

**Table 1: Financial benefits for displaced residents**

<b><i>Benefit Type</i></b>	<b><i>Eligibility</i></b>	<b><i>Benefit</i></b>
<b>Moving expenses</b>	Displaced homeowners and tenants	Actual and reasonable moving expenses to move up to 50 miles, including incidental costs such as temporary storage ( <a href="#">CGS § 8-268(a)</a> and <a href="#">Conn. Agencies Regs. §§ 8-273-2</a> and <a href="#">8-273-12</a> )
<b>Fixed allowance</b>	Displaced homeowners and tenants who forgo claiming moving expenses	Between \$50 and \$300, based on the number of rooms and whether they are furnished, plus a \$200 dislocation allowance ( <a href="#">CGS § 8-268(b)</a> and <a href="#">Conn. Agencies Regs. § 8-273-3</a> )

**Table 1 (continued)**

<i>Benefit Type</i>	<i>Eligibility</i>	<i>Benefit</i>
<b>Replacement home purchase assistance</b>	Displaced homeowners who owned and occupied their residence for at least 180 days prior to displacement	Up to \$15,000 toward (1) the amount needed, in excess of payment for the acquired residence, for the mortgage on a comparable residence, (2) higher financing charges, and (3) certain closing and incidental costs ( <a href="#">CGS § 8-269</a> and <a href="#">Conn. Agencies Regs. §§ 8-273-25(a)</a> and <a href="#">8-273-26</a> )
<b>Down payment assistance</b>	Displaced (1) homeowners who owned and occupied their residence for 90 to 179 days prior to displacement and (2) tenants who occupied the residence for at least 90 days prior to displacement	Up to \$4,000 toward down payment on a home mortgage plus closing and incidental costs, but the displaced individual must match contributions above \$2,000 ( <a href="#">CGS § 8-270(a)(2)</a> and <a href="#">Conn. Agencies Regs. §§ 8-273-25(b),(c)</a> and <a href="#">8-273-27</a> )
<b>Rental assistance</b>	Displaced (1) homeowners who owned and occupied their home for 90 to 179 days prior to displacement and (2) tenants who occupied the home for at least 90 days prior to displacement	Up to \$4,000 total to rent a comparable home for up to four years, but the displaced individual must match contributions above \$2,000 ( <a href="#">CGS § 8-270(a)(1)</a> and <a href="#">Conn. Agencies Regs. §§ 8-273-25(b),(c)</a> and <a href="#">8-273-27</a> )

**Table 2: Financial benefits for displaced businesses and farming operations**

<i>Benefit Type</i>	<i>Eligibility</i>	<i>Benefit</i>
<b>Moving expenses</b>	Displaced businesses and farms	<p>Compensation for actual:</p> <ul style="list-style-type: none"> <li>• expenses to move up to 50 miles, including incidental costs such as insurance;</li> <li>• costs to search for a replacement business or farm (generally up to \$500); and</li> <li>• direct loss of business- or farm-related tangible personal property that is (1) no longer needed because the business or farm is being discontinued or (2) not being moved to a relocation site because it is not suitable for use there (subject to certain requirements and capped at the cost to relocate the property) (<a href="#">CGS § 8-268(a)</a> and <a href="#">Conn. Agencies Regs §§ 8-273-13</a> to <a href="#">8-273-17</a>)</li> </ul>
<b>Fixed allowance</b>	Displaced farms and business that meet certain criteria and forgo moving expenses	An amount equal to the business or farm's average annual net income, between \$2,500 and \$10,000 ( <a href="#">CGS § 8-268(c)</a> and <a href="#">Conn. Agencies Regs §§ 8-273-18, 8-273-19</a> )

## ***Advisory Assistance***

Under the law, the displacing municipality (or state agency) must provide an advisory assistance program for displaced individuals, including businesses ([CGS § 8-271](#)). As part of the program, the displacing agency must:

1. determine the need for relocation assistance,
2. supply information on federal and state programs offering assistance to displaced individuals,
3. provide information on the availability and rental charges or sales price of comparable properties,
4. assist displaced businesses in becoming established in a suitable new location, and
5. provide other services to minimize the hardship of relocation.

Additionally, the advisory assistance program must generally ensure that individuals will not be displaced from their homes unless comparable replacement dwellings are available.

## **Landlords' Liability for Municipal Costs to Relocate Tenants**

URAA authorizes municipalities to place a lien on a landlord's real property to secure reimbursement for URAA benefits provided to the landlord's displaced 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 the landlord's violation of [CGS § 47a-7](#), which sets out residential landlords' responsibilities to:

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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