



# House of Representatives

**File No. 624**

General Assembly

January Session, 2021

**(Reprint of File No. 135)**

Substitute House Bill No. 6433  
As Amended by House Amendment  
Schedule "A"

Approved by the Legislative Commissioner  
April 28, 2021

**AN ACT CONCERNING WALK-THROUGHS OF RENTAL PROPERTY  
PRIOR TO OCCUPANCY AND LATE RENTAL PAYMENTS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective October 1, 2021*) (a) As used in this section,  
2 "walk-through" means a physical viewing of the interior of the dwelling  
3 unit jointly by the landlord and the tenant, or persons they have  
4 designated, for the purpose of noting and listing their observations of  
5 conditions within the dwelling unit. On and after January 1, 2022, after  
6 or at the time of the entry into a rental agreement but prior to the tenant's  
7 occupancy, a landlord shall offer such tenant the opportunity to do a  
8 walk-through of the premises of the dwelling unit that is subject to such  
9 rental agreement with the landlord or the landlord's agent to determine  
10 the condition of such unit. If the tenant requests such a walk-through,  
11 the landlord and tenant shall use a copy of the preoccupancy walk-  
12 through checklist prepared by the Department of Housing pursuant to  
13 subsection (c) of this section. The parties shall specifically note any  
14 existing conditions, defects or damages to the unit determined from

15 such walk-through. After the walk-through, each party shall sign  
16 duplicate copies of the checklist and each shall receive a copy.

17 (b) Upon the tenant's vacating of the dwelling unit, the landlord may  
18 not retain any part of the security deposit collected under chapter 831 of  
19 the general statutes for any condition, defect or damage that was noted  
20 in the preoccupancy walk-through checklist. Such walk-through  
21 checklist shall be admissible, but shall not be conclusive, as evidence of  
22 the condition of the dwelling unit at the beginning of a tenant's  
23 occupancy in any administrative or judicial proceeding.

24 (c) Not later than January 1, 2022, the Department of Housing shall  
25 (1) prepare a standardized walk-through checklist for a landlord and  
26 tenant to use to document the condition of a dwelling unit during a  
27 preoccupancy walk-through under subsection (a) of this section, and (2)  
28 make such checklist available on its Internet web site.

29 (d) The provisions of this section shall not apply to any tenancy  
30 pursuant to a rental agreement entered into prior to January 1, 2022.

31 Sec. 2. Subsection (a) of section 47a-4 of the general statutes is  
32 repealed and the following is substituted in lieu thereof (*Effective October*  
33 *1, 2021*):

34 (a) A rental agreement shall not provide that the tenant: (1) Agrees to  
35 waive or forfeit rights or remedies under this chapter and sections 47a-  
36 21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to  
37 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of  
38 the general statutes or any municipal ordinance unless such section or  
39 ordinance expressly states that such rights may be waived; (2)  
40 authorizes the landlord to confess judgment on a claim arising out of the  
41 rental agreement; (3) agrees to the exculpation or limitation of any  
42 liability of the landlord arising under law or to indemnify the landlord  
43 for that liability or the costs connected therewith; (4) agrees to waive his  
44 right to the interest on the security deposit pursuant to section 47a-21;  
45 (5) agrees to permit the landlord to dispossess him without resort to  
46 court order; (6) consents to the distraint of his property for rent; (7)

47 agrees to pay the landlord's attorney's fees in excess of fifteen per cent  
48 of any judgment against the tenant in any action in which money  
49 damages are awarded; (8) agrees to pay a late charge prior to the  
50 expiration of the grace period set forth in section 47a-15a, as amended  
51 by this act, or to pay rent in a reduced amount if such rent is paid prior  
52 to the expiration of such grace period; (9) agrees to pay a late charge on  
53 rent payments made subsequent to such grace period, in an amount  
54 exceeding the amount set forth in section 47a-15a, as amended by this  
55 act; or [(9)] (10) agrees to pay a heat or utilities surcharge if heat or  
56 utilities is included in the rental agreement.

57 Sec. 3. Section 47a-15a of the general statutes is repealed and the  
58 following is substituted in lieu thereof (*Effective October 1, 2021*):

59 (a) If rent is unpaid when due and the tenant fails to pay rent within  
60 nine days thereafter or, in the case of a one-week tenancy, within four  
61 days thereafter, the landlord may terminate the rental agreement in  
62 accordance with the provisions of sections 47a-23 to 47a-23b, inclusive.

63 (b) If a rental agreement contains a valid written agreement to pay a  
64 late charge in accordance with subsection (a) of section 47a-4, as  
65 amended by this act, a landlord may assess a tenant such a late charge  
66 on a rent payment made subsequent to the grace period set forth in  
67 subsection (a) of this section in accordance with this section. Such late  
68 charge may not exceed five per cent of the delinquent rent payment or,  
69 in the case of a rental agreement paid in whole or in part by a  
70 governmental or charitable entity, five per cent of the tenant's share of  
71 the delinquent rent payment. The landlord may not assess more than  
72 one late charge upon each delinquent rent payment, regardless of how  
73 long the rent remains unpaid. Any rent payments received by the  
74 landlord shall be applied first to the most recent rent payment due.

75 Sec. 4. Section 47a-1 of the general statutes is repealed and the  
76 following is substituted in lieu thereof (*Effective October 1, 2021*):

77 As used in this chapter and sections 47a-21, 47a-23 to 47a-23c,  
78 inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-

79 41a, 47a-43, [and] 47a-46 and section 1 of this act:

80 (a) "Action" includes recoupment, counterclaim, set-off, cause of  
81 action and any other proceeding in which rights are determined,  
82 including an action for possession.

83 (b) "Building and housing codes" include any law, ordinance or  
84 governmental regulation concerning fitness for habitation or the  
85 construction, maintenance, operation, occupancy, use or appearance of  
86 any premises or dwelling unit.

87 (c) "Dwelling unit" means any house or building, or portion thereof,  
88 which is occupied, is designed to be occupied, or is rented, leased or  
89 hired out to be occupied, as a home or residence of one or more persons.

90 (d) "Landlord" means the owner, lessor or sublessor of the dwelling  
91 unit, the building of which it is a part or the premises.

92 (e) "Owner" means one or more persons, jointly or severally, in whom  
93 is vested (1) all or part of the legal title to property, or (2) all or part of  
94 the beneficial ownership and a right to present use and enjoyment of the  
95 premises and includes a mortgagee in possession.

96 (f) "Person" means an individual, corporation, limited liability  
97 company, the state or any political subdivision thereof, or agency,  
98 business trust, estate, trust, partnership or association, two or more  
99 persons having a joint or common interest, and any other legal or  
100 commercial entity.

101 (g) "Premises" means a dwelling unit and the structure of which it is  
102 a part and facilities and appurtenances therein and grounds, areas and  
103 facilities held out for the use of tenants generally or whose use is  
104 promised to the tenant.

105 (h) "Rent" means all periodic payments to be made to the landlord  
106 under the rental agreement.

107 (i) "Rental agreement" means all agreements, written or oral, and

108 valid rules and regulations adopted under section 47a-9 or subsection  
109 (d) of section 21-70 embodying the terms and conditions concerning the  
110 use and occupancy of a dwelling unit or premises.

111 (j) "Roomer" means a person occupying a dwelling unit, which unit  
112 does not include a refrigerator, stove, kitchen sink, toilet and shower or  
113 bathtub and one or more of these facilities are used in common by other  
114 occupants in the structure.

115 (k) "Single-family residence" means a structure maintained and used  
116 as a single dwelling unit. Notwithstanding that a dwelling unit shares  
117 one or more walls with another dwelling unit or has a common parking  
118 facility, it is a single-family residence if it has direct access to a street or  
119 thoroughfare and does not share heating facilities, hot water equipment  
120 or any other essential facility or service with any other dwelling unit.

121 (l) "Tenant" means the lessee, sublessee or person entitled under a  
122 rental agreement to occupy a dwelling unit or premises to the exclusion  
123 of others or as is otherwise defined by law.

124 (m) "Tenement house" means any house or building, or portion  
125 thereof, which is rented, leased or hired out to be occupied, or is  
126 arranged or designed to be occupied, or is occupied, as the home or  
127 residence of three or more families, living independently of each other,  
128 and doing their cooking upon the premises, and having a common right  
129 in the halls, stairways or yards.

This act shall take effect as follows and shall amend the following sections:		
Section 1	October 1, 2021	New section
Sec. 2	October 1, 2021	47a-4(a)
Sec. 3	October 1, 2021	47a-15a
Sec. 4	October 1, 2021	47a-1

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

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### **OFA Fiscal Note**

**State Impact:** None

**Municipal Impact:** None

### **Explanation**

The bill, which caps late fees for overdue rent and makes changes related to rental unit walk-throughs, is not anticipated to result in a fiscal impact to the state or municipalities. The Department of Housing has the expertise to provide the standardized walk-through checklist required under the bill, and the state is not a direct landlord of residential rental units.

House "A" makes changes to the late fee cap and to the procedure for rental unit inspections and does not change the fiscal impact of the underlying bill.

### **The Out Years**

**State Impact:** None

**Municipal Impact:** None

Sources: Department of Housing

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**OLR Bill Analysis****sHB 6433 (as amended by House "A")\******AN ACT CONCERNING INSPECTIONS OF RENTAL PROPERTY PRIOR TO OCCUPANCY OR TERMINATION AND LATE RENTAL PAYMENTS.*****SUMMARY**

Beginning January 1, 2022, this bill requires landlords to give tenants the opportunity to request and complete a pre-occupancy "walk-through" of a dwelling unit after or at the time of entering into a rental agreement. The bill prohibits a landlord from keeping any portion of a tenant's security deposit for conditions specifically identified during the walk-through. Rental agreements entered into before January 1, 2022, are exempt from the bill's walk-through requirements.

Additionally, the bill (1) limits the late charges landlords may impose for overdue rent pursuant to a rental agreement and (2) requires them to apply any rent payments they receive to the most recent payment due.

\*House Amendment "A" makes numerous changes to the bill's provisions on rental unit inspections, including (1) redefining inspections as walk-throughs and permitting landlords and tenants to designate individuals to complete these walk-throughs on their behalf; (2) requiring landlords and tenants to use a Department of Housing (DOH)-provided checklist for walk-throughs; (3) eliminating the requirement that landlords allow tenants a post-occupancy inspection; and (4) exempting rental agreements entered into before January 1, 2022, from walk-through requirements. It also simplifies the bill's limits on late charges landlords may impose and makes minor and technical changes.

EFFECTIVE DATE: October 1, 2021

### **§§ 1 & 4 — PRE-OCCUPANCY WALK-THROUGHS**

Under the bill, a "walk-through" is a joint, in-person viewing of a dwelling unit's interior by the landlord and tenant, or individuals or agents they designate, to note and list the unit's existing conditions, defects, or damages using a DOH checklist. The bill requires DOH to prepare this standardized pre-occupancy walk-through checklist and make it available on its website by January 1, 2022. Following a walk-through, landlords and tenants must each sign and receive duplicate copies of the checklist.

The bill prohibits a landlord from keeping any portion of a tenant's security deposit for a condition, defect, or damage noted in the pre-occupancy walk-through checklist. In administrative or judicial proceedings, this checklist is admissible, but not conclusive, as evidence of the unit's condition at the beginning of a tenant's occupancy.

### **§§ 2 & 3 — LIMITS ON LATE CHARGES FOR OVERDUE RENT**

By law, if a rental agreement includes a provision requiring tenants to pay a late charge for overdue rent, it must allow tenants a nine-day grace period (or four days for week-to-week tenancies) before imposing the charge. The bill limits the late charges landlords may impose after this grace period has passed.

Under the bill, if a rental agreement contains a valid written agreement to pay late charges after the grace period, the charges cannot exceed 5% of the overdue rent, or 5% of the tenant's share of the rent in the case of rental agreements that are partially paid by a government or charitable entity. The bill prohibits rental agreements from stipulating late charges that exceed this limit.

Additionally, the bill prohibits landlords from assessing more than one late charge on an overdue rent payment and requires that they apply new rent payments to the most recent payment due.

### **COMMITTEE ACTION**

Housing Committee

Joint Favorable Substitute

Yea 13 Nay 2 (03/09/2021)