

Eviction Process, Time Frame, and Impact of COVID-19 Executive Orders

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Issue

Describe the eviction process and provide a legislative history of changes affecting the eviction time frame. Additionally, summarize the impact of the governor's COVID-19-related executive orders on this process and time frame.

This report updates OLR Report [2011-R-0350](#).

Summary

To evict a residential tenant in Connecticut, a landlord must have a legally sufficient ground for eviction and follow a statutorily prescribed procedure, known as summary process.

Grounds for eviction include lapse of time (i.e., expiration of the lease), nonpayment of rent, material noncompliance with the lease, breach of statutory duties, and illegal conduct or serious nuisance. Once a landlord has established a ground for eviction, he or she begins the process by serving the tenant with a notice to quit possession. If the tenant fails to respond to this notice by refusing to move from the rented premises, the landlord may initiate proceedings in Superior Court by filing a summons and complaint. The tenant can respond to the complaint. If a tenant contests the action, the court tries the case and enters judgment. The process ends when the court orders the judgment executed and a state marshal executes it by removing the tenant and his or her belongings.

The legislature has changed eviction time frames several times over the years, including many changes that shortened the required deadlines in the process. Over the course of the COVID-19 pandemic, Governor Lamont issued numerous executive orders impacting summary process procedure in the state. Among other things, these executive orders generally established an eviction moratorium that expired on June 30, 2021. An executive order issued on the same day established a modified eviction procedure currently in effect through February 15, 2022.

During the 2021 legislative session, the legislature established a statewide right to counsel program to provide free legal representation to income-eligible tenants, lessees, and occupants of any residential building or land in eviction or certain administrative proceedings initiated on or after July 1, 2021 ([PA 21-34](#)). According to the judicial branch's [website](#), the program is expected to open in January 2022 and will be phased in over time.

The Judicial Branch maintains updated guides on the eviction process in Connecticut for both [landlords](#) and [tenants](#) (these guides were last revised in June and July 2020, respectively).

Grounds for Eviction

Connecticut law specifies the grounds under which a landlord may pursue the eviction of a tenant (see [CGS § 47a-23](#)). These are described below.

Expiration of the Lease

Generally, once a lease expires, the landlord is under no obligation to renew it. However, the law prohibits certain tenants from being evicted for this reason, including any tenant residing in a building or complex consisting of five or more separate dwelling units or a mobile manufactured home park who is (1) at least age 62 or (2) an individual with a physical or mental disability expected to result in death or to last for at least twelve continuous months. In addition, a tenant qualifies for this protection if he or she permanently resides with a child, spouse, sibling, parent, or grandparent who is at least age 62 or has a qualifying disability. These tenants can only be evicted for other specified reasons ([CGS § 47a-23c](#)).

The law also establishes specific eviction time frames for tenants in residences that are foreclosed before the lease ends ([CGS §§ 47a-20e](#), [49-31p](#), and [49-31q](#)).

Nonpayment of Rent

If a tenant does not pay his or her rent, the landlord may evict the tenant after a nine-day grace period or after the time specified in the notice to quit (which must be delivered three days before

the rental agreement terminates). If the tenant pays the rent during the grace period, he or she cannot be evicted for nonpayment ([CGS § 47a-15a](#)).

Breach of Tenant's Statutory Duties

The law imposes certain responsibilities on tenants related to the health and safety and physical condition of the premises, including:

1. complying with certain codes (e.g., fire and health);
2. keeping the premises, fixtures, and appliances clean and safe, including removing trash and other waste;
3. using facilities and appliances reasonably (e.g., electrical, plumbing, heating, and air conditioning); and
4. refraining from creating a nuisance or defacing the premises ([CGS § 47a-11](#)).

Failure to perform any of these duties is a ground for eviction. However, if the tenant corrects the problem (e.g., by repair or payment of damages) within 15 days of receiving a notice from the landlord specifying the breach of these duties, he or she cannot be evicted on this ground. But the tenant can be evicted for committing a similar breach within the following six months ([CGS § 47a-15](#)).

Breach of Lease Terms or Landlord's Rules and Regulations

A landlord may impose lease terms beyond just rental payments ([CGS § 47a-3](#)) so long as the terms are (1) not prohibited by law (e.g., see [CGS § 47a-4](#)) and (2) rational, apply to everyone, and pertain to such things as the welfare of others or property damage prevention ([CGS § 47a-9](#)). Additionally, a landlord may adopt rules and regulations that meet certain requirements ([CGS § 47a-9](#)). Breach of lease terms or rules and regulations is a ground for eviction. As with a breach of statutory duties, if the tenant cures the breach within 15 days, it is nullified, unless a similar breach occurs within six months ([CGS § 47a-15](#)).

Serious Nuisance or Other Illegal Conduct

By law, serious nuisance occurs when a tenant:

1. assaults (or credibly threatens to do so) a landlord or another tenant;
2. purposefully causes substantial destruction to the premises;
3. engages in conduct that is an immediate and serious safety hazard for the landlord or another tenant; or

4. uses (or allows to be used) the leased premises for prostitution or to illegally sell drugs ([CGS § 47a-15](#)).

Additionally, if a tenant is convicted for using a leased premises for illegal gambling or prostitution, the lease is void and the landlord may proceed with an eviction without first serving the tenant a notice to quit possession ([CGS § 47a-31](#)). Unlike a breach of lease terms or statutory duties, a tenant cannot cure an eviction based on serious nuisance or illegal conduct ([CGS § 47a-31](#)).

Summary Process Procedure

As stated above, summary process (eviction) begins when the landlord serves the notice to quit and files the summons and complaint.

We have briefly described below the entire summary process, including statutory minimum time frames. The actual amount of time it typically takes to evict a tenant depends on a number of factors, including whether the tenant has a defense he or she intends to pursue and the landlord's diligence in complying with the summary process law. Generally, the process is as follows.

1. *Notice to Quit Possession.* The landlord must serve the notice to quit at least three days before a rental agreement is terminated or before the time specified in the notice to quit (in other words, the landlord must give the tenant at least three full days to move out). The notice may be served on any day of the week ([CGS § 47a-23](#)).
2. *Summons and Complaints.* If the tenant does not move out by the end of the three-day period, any commissioner of the Superior Court may issue a summons and complaint to be served on the tenant. The complaint may be served on any day of the week and may be made returnable six days after service; it must be returned at least three days before the return date (i.e., a date the clerk sets from which certain time periods are measured, such as when the tenant must file a response) ([CGS § 47a-23a](#)).
3. *Appearance.* To contest the eviction, the tenant must respond to the summons and complaint by filing an appearance with the court within two days after the return date. If the tenant does not file an appearance, the landlord may file (a) a motion for default judgment for failure to appear and (b) an endorsed copy of the notice to quit with the court clerk. The court must then, within the first court day after the landlord filed the motion, enter a judgment against the tenant and issue an order to vacate ([CGS § 47a-26](#)).
4. *Answer to Complaint.* In addition to filing an appearance, the tenant should file a summary process answer (i.e., pleading) within two days after the return date. If the tenant does not, a landlord can file a motion for default judgment for failure to plead. And if the tenant fails to plead within three days after receipt of the motion by the clerk, the court must enter judgment against the tenant (i.e., default judgement) ([CGS § 47a-26a](#)).

5. *Trial.* A trial is scheduled after pleadings are closed (after the complaint has been answered and any special defenses have been raised and countered) ([CGS § 47a-26d](#)). In practice, landlords and tenants often agree to settlements before trial, after meeting with a housing mediator at the court.

6. *Judgment and Execution.* A judgment is entered after the trial. If judgment is entered for the landlord (and after any stay has expired), he or she must ask the court for an order requiring the tenant to move. The landlord gives the order of execution to a state marshal for proper service. The marshal uses reasonable efforts to locate the tenant and serve him or her with notice of the eviction date and time. The execution tells the tenant that he or she has 24 hours to vacate the premises. After this period, the marshal can physically remove the tenant's possessions to a town-designated storage facility, at the tenant's expense (the law sets time frames and procedures for tenants to reclaim their possessions, or if they fail to do so, to reclaim the net proceeds if their possessions are sold at public auction) ([CGS §§ 47a-26d](#) and [-42](#)).

7. *Stay of Execution.* The law generally provides for an automatic five-day stay of execution (Sundays or legal holidays are excluded from the five-day period). The tenant must file any appeal within this period. If the tenant appeals, eviction is stayed until the appeal is decided, unless the judge determines that the appeal was taken solely for the purpose of delay or the tenant fails to provide the required bond ([CGS § 47a-35](#)). The court may also grant an additional stay of up to six months, or three months if eviction was for nonpayment of rent. If the additional stay is granted, the tenant must abide by conditions the court sets, including paying unpaid past rent and rent for the length of the stay. Tenants requesting a discretionary stay who were evicted for nonpayment of rent must, within five days of the judgment, pay to the court in full the past rent due, with the court distributing the money to the landlord ([CGS §§ 47a-37](#) to [-39](#)).

A landlord can file a motion for use and occupancy once a tenant files an appearance. Once the motion is filed, the court can order a tenant to pay the last agreed-upon rent to the court during the pendency of the summary process action ([CGS § 47a-26b](#)).

Legislative History

Over the last 60 years, there have been numerous changes to the time frames in the summary process procedure. Table 1 briefly summarizes several legislative changes affecting the time frames discussed above for landlords seeking to evict a tenant. (Below Table 1, we discuss COVID-19-related executive orders impacting summary process.)

Table 1: Changes to Summary Process Time Frames

<i>Public Act</i>	<i>Description</i>
1961, PA 509	Added provisions providing that the discretionary stay of execution may be for periods totaling up to six months. It also added the requirement for an automatic five-day stay of execution

Public Act	Description
1963, PA 562	Added provisions regarding time limits for a tenant's nonappearance and the landlord's filing of a motion for failure to appear
1969, PA 295 and 313	Required that all pleadings advance one step within each successive three-day period from the previous pleading
PA 76-95	Required that a summary process complaint be returned to the court at least three days before the return date. It also required the defendant to appear within two, rather than three, days after the return date to avoid a judgment in favor of the landlord
PA 77-451	Extended, from two to four days after the clerk's issuance of the order, the period within which the tenant must file an answer or the court enter judgment in favor of the landlord, when the tenant filed an appearance but failed to file an answer and the court ordered the tenant to make payments in lieu of rent to the court
PA 80-399	Reduced the notice requirement for tenants to vacate from 10 to eight days before termination of the rental agreement and deleted an exception which required only five days' notice when the reason for eviction was nonpayment of rent. It also allowed the court to suspend enforcement of judgments for nonpayment of rent if the tenant is able to pay the entire rent due within five business days of the judgment and permitted such tenants a stay of execution of up to three months
<u>PA 92-171</u>	Reduced, from eight to five, the number of days the tenant has to move from the premises after the landlord serves the notice to quit. It reduced the time period for an appearing defendant to plead from three days to two days after the return date. It also reduced, from 20 to 15 days, the automatic stay of execution if the reason for eviction was something other than nonpayment of rent, nuisance, or illegal conduct
<u>PA 96-74</u>	Reduced the automatic stay of execution from 15 to five days for people evicted for breach of lease or landlord rules, breach of a tenant's statutory duties, or lapse of time
<u>PA 97-231</u>	Required that the notice to quit be given at least three, rather than five, days before termination of the rental agreement or the time specified in the notice

COVID-19-Related Executive Orders Impacting Evictions

Between April 10, 2020 and September 30, 2021, Governor Lamont issued a total of 13 executive orders impacting eviction procedure in the state. Generally, these executive orders established a state eviction moratorium with exceptions for certain reasons, such as serious nuisance, nonpayment of rent during specified time periods, and a landlord's intention to use a dwelling as a principal residence. The moratorium expired on June 30, 2021, however a new executive order issued on that day established a modified eviction procedure currently in effect through February 15, 2022. Below, we summarize these executive orders in the order in which they were issued.

[EO 7X](#), § 1, April 10, 2020

Governor Lamont's first executive order on evictions prohibited landlords from delivering, or causing to be delivered, a notice to quit or serving or returning a summary process action until July 1, 2020, except for serious nuisance (thus establishing a state eviction moratorium).

The executive order established a 60-day grace period for April 2020 rent for tenants, including mobile home residents, by prohibiting landlords from (1) taking eviction action; (2) imposing late fees, interest, or penalties; (3) reporting nonpayment to a credit bureau; or (4) retaliating against tenants, provided the rent was paid within 60-days after its due date. It also established a 60-day grace period for May 2020 rent if a tenant, by the ninth day after the rent was due, notified the landlord in writing, including by email, that the tenant had become fully or partially unemployed or experienced significant loss of revenue or increase in expenses due to the pandemic, provided the rent was paid within 60-days after its due date.

Finally, the executive order required landlords, upon request by certain tenants, such as those experiencing financial hardship due to the pandemic, to (1) withdraw from escrow a security deposit amount that exceeds one month's rent and (2) apply it toward the rent due from April, May, or June 2020. The order also prohibited landlords from demanding that a security deposit exceeding one month's rent be restored before the later of the end of the emergency period or the rental agreement renewal or extension.

[EO 7NN](#), § 4, May 13, 2020

The executive order made a technical change to EO 7X, changing the April and May rent grace periods to two months rather than 60-days.

[EO 7DDD](#), § 1, June 29, 2020

The executive order extended the eviction moratorium to August 22, 2020, and added nonpayment of rent due on or before February 29, 2020, as an additional exception. It required all notices of quit for nonpayment of rent to specify the period for which rent was not paid prior to February 29, 2020.

The order also extended certain tenants' ability to apply a portion of a security deposit towards rent, to rent due for the months of July or August 2020.

EO 7000, §3, August 21, 2020

The executive order extended the eviction moratorium to October 1, 2020, and added a landlord's intention to use a dwelling as a principal residence as an additional exception, so long as the notice to quit for this reason was not delivered during the term of the existing rental agreement. It required such notice to specify that reason and the date the lease expired.

The executive order also extended certain tenants' ability to apply a portion of a security deposit towards rent, to rent due for the month of September 2020.

EO 9E, § 1, September 30, 2020

The executive order extended the eviction moratorium to January 1, 2021, and added "serious nonpayment of rent" as an exception, meaning a rent arrearage equal to at least six months of combined rent due on or after March 1, 2020 (excluding other charges or fees arising from the tenancy). It required landlords, on all notices to quit and summary process complaints issued for this exception to specify the amount of unpaid rent and months for which rent was not paid.

It also required landlords to (1) include with all notices to quit, except those for serious nuisance, a copy of the CDC Declaration (in English and Spanish), which is attached to the CDC Order "Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19" (Sept. 4, 2020) and (2) cease all eviction action upon receiving the executed CDC Declaration.

EO 9H, § 2, October 20, 2020

The executive order made revisions to EO 9E's extension of the eviction moratorium, including (1) specifying the requirement that landlords include the CDC Declaration with a notice to quit did not apply to a notice to quit for serious nuisance and (2) eliminating the provision requiring landlords to cease all eviction action upon receiving the executed declaration.

It also specified that the executive order's provisions regarding notices to quit and summary process complaints applied only to residential tenants.

EO 9T, December 23, 2020

The executive order extended the eviction moratorium to February 9, 2021. It also:

1. prohibited residential landlords from delivering, or causing to be delivered, a notice to quit or an eviction judgment from December 23, 2020, through January 2, 2021;

2. prohibited state marshals from executing eviction judgments before January 2, 2021 (concerning judgements from a tenant's failure to appear, plead, make certain court-ordered payments, or vacate the property); and
3. extended certain tenants' ability to apply a portion of a security deposit towards rent, to rent due from October 1, 2020, through February 9, 2021.

EO 10A, § 3, February 8, 2021

The executive order extended the eviction moratorium for the duration of the public health and civil preparedness emergencies. However, it did not extend EO 9T's prohibition on (1) residential landlords delivering any notice to quit or eviction judgement or (2) state marshals executing certain eviction judgements. It also extended certain tenants' ability to apply a portion of a security deposit towards rent, to rent due from October 1, 2020, through the day that the public health and civil preparedness emergencies expire or are repealed.

EO 11, § 1, April 19, 2021

EO 11 extended numerous executive orders through May 20, 2021, including the eviction moratorium (EO 10A, § 3).

EO 12B, §§ 3 & 8, May 20, 2021

EO 12B extended numerous executive orders through June 30, 2021, including the eviction moratorium (EO 10A, § 3). It also stated that a subsequent order would follow regarding the transition of the eviction moratorium.

EO 12D, June 30, 2021

EO 12D modified eviction procedures following the cessation of the moratorium (June 30, 2021), including:

1. requiring residential landlords to (a) complete and submit the landlord's portion of a [UniteCT](#) application before delivering a notice to quit for nonpayment of rent to a tenant and (b) include the applicable UniteCT case number with the notice to quit (UniteCT is the state's emergency rental assistance program, administered by the Department of Housing, to disburse federal pandemic-related rental relief funding);
2. requiring residential landlords to serve a notice to quit at least 30 days before the time specified in the notice to quit;
3. allowing tenants to cure a notice to quit for nonpayment of rent during this 30-day notice period, including through a UniteCT application for rental assistance;

4. requiring residential landlords to include an English and Spanish copy of the UniteCT flyer with a notice to quit (the order also required a copy of the CDC Declaration to be included through July 30, 2021); and
5. staying summary process proceedings, except those brought only on the ground of serious nuisance, if the landlord or tenant applies to the UniteCT program for rental assistance, for 30 days or until a decision is made on the application, whichever is sooner and if the application is approved, the stay remains in effect until the UniteCT payment is made and the summary process action is withdrawn or dismissed.

EO 13, § 1, July 19, 2021

EO 13 extended certain executive orders through September 30, 2021, including EO 12D.

EO 14A, § 1, September 30, 2021

EO 14A extended certain executive orders through February 15, 2022, including EO 12D.

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