



# House of Representatives

General Assembly

**File No. 21**

February Session, 2024

House Bill No. 5156

*House of Representatives, March 13, 2024*

The Committee on Housing reported through REP. FELIPE of the 130th Dist., Chairperson of the Committee on the part of the House, that the bill ought to pass.

## ***AN ACT REQUIRING NOTICES OF RENT INCREASES.***

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

1 Section 1. Subsection (a) of section 47a-4 of the 2024 supplement to  
2 the general statutes is repealed and the following is substituted in lieu  
3 thereof (*Effective October 1, 2024, and applicable to rental agreements entered*  
4 *into on or after October 1, 2024*):

5 (a) A rental agreement shall not provide that the tenant: (1) Agrees to  
6 waive or forfeit rights or remedies under this chapter and sections 47a-  
7 21, 47a-23 to 47a-23b, inclusive, as amended by this act, 47a-26 to 47a-  
8 26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46,  
9 or under any section of the general statutes or any municipal ordinance  
10 unless such section or ordinance expressly states that such rights may  
11 be waived; (2) authorizes the landlord to confess judgment on a claim  
12 arising out of the rental agreement; (3) agrees to the exculpation or  
13 limitation of any liability of the landlord arising under law or to  
14 indemnify the landlord for that liability or the costs connected  
15 therewith; (4) agrees to waive his right to the interest on the security

16 deposit pursuant to section 47a-21; (5) agrees to permit the landlord to  
17 dispossess him without resort to court order; (6) consents to the distraint  
18 of his property for rent; (7) agrees to pay the landlord's attorney's fees  
19 in excess of fifteen per cent of any judgment against the tenant in any  
20 action in which money damages are awarded; (8) agrees to pay a late  
21 charge prior to the expiration of the grace period set forth in section 47a-  
22 15a or to pay rent in a reduced amount if such rent is paid prior to the  
23 expiration of such grace period; (9) agrees to pay a late charge on rent  
24 payments made subsequent to such grace period in an amount  
25 exceeding the amounts set forth in section 47a-15a; [or] (10) agrees to  
26 pay a heat or utilities surcharge if heat or utilities is included in the  
27 rental agreement; or (11) agrees to pay any increase in rent unless such  
28 tenant is given not less than sixty days' written notice of such increase.

29 Sec. 2. Subsection (a) of section 47a-23 of the general statutes is  
30 repealed and the following is substituted in lieu thereof (*Effective October*  
31 *1, 2024*):

32 (a) When the owner or lessor, or the owner's or lessor's legal  
33 representative, or the owner's or lessor's attorney-at-law, or in-fact,  
34 desires to obtain possession or occupancy of any land or building, any  
35 apartment in any building, any dwelling unit, any trailer, or any land  
36 upon which a trailer is used or stands, and (1) when a rental agreement  
37 or lease of such property, whether in writing or by parol, terminates for  
38 any of the following reasons: (A) By lapse of time, including upon a  
39 tenant's refusal to accept an increase in rent in connection with a  
40 renewed or extended rental agreement, provided such tenant has  
41 received not less than sixty days' written notice of such proposed  
42 increase in rent; (B) by reason of any expressed stipulation therein; (C)  
43 violation of the rental agreement or lease or of any rules or regulations  
44 adopted in accordance with section 47a-9 or 21-70; (D) nonpayment of  
45 rent within the grace period provided for residential property in section  
46 47a-15a or 21-83; (E) nonpayment of rent when due for commercial  
47 property; (F) violation of section 47a-11 or subsection (b) of section  
48 21-82; or (G) nuisance, as defined in section 47a-32, or serious nuisance,  
49 as defined in section 47a-15 or 21-80; [or] (2) when such premises, or any

50 part thereof, is occupied by one who never had a right or privilege to  
 51 occupy such premises; [or] (3) when one originally had the right or  
 52 privilege to occupy such premises but such right or privilege has  
 53 terminated; [or] (4) when an action of summary process or other action  
 54 to dispossess a tenant is authorized under subsection (b) of section  
 55 47a-23c for any of the following reasons: (A) Refusal to agree to a fair  
 56 and equitable rent increase, as defined in subsection (c) of section  
 57 47a-23c, (B) permanent removal by the landlord of the dwelling unit of  
 58 such tenant from the housing market, or (C) bona fide intention by the  
 59 landlord to use such dwelling unit as such landlord's principal  
 60 residence; or (5) when a farm employee, as described in section 47a-30,  
 61 or a domestic servant, caretaker, manager or other employee, as  
 62 described in subsection (b) of section 47a-36, occupies such premises  
 63 furnished by the employer and fails to vacate such premises after  
 64 employment is terminated by such employee or the employer or after  
 65 such employee fails to report for employment, such owner or lessor, or  
 66 such owner's or lessor's legal representative, or such owner's or lessor's  
 67 attorney-at-law, or in-fact, shall give notice to each lessee or occupant to  
 68 quit possession or occupancy of such land, building, apartment or  
 69 dwelling unit, at least three days before the termination of the rental  
 70 agreement or lease, if any, or before the time specified in the notice for  
 71 the lessee or occupant to quit possession or occupancy.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2024, and applicable to rental agreements entered into on or after October 1, 2024</i>	47a-4(a)
Sec. 2	<i>October 1, 2024</i>	47a-23(a)

**HSG**      *Joint Favorable*

*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 pertains to landlord notice requirements, is not anticipated to have a fiscal impact. The state is not a direct residential landlord.

**The Out Years****State Impact:** None**Municipal Impact:** None

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**OLR Bill Analysis****HB 5156*****AN ACT REQUIRING NOTICES OF RENT INCREASES.*****SUMMARY**

By law, statutorily prohibited rental agreement provisions are unenforceable. This bill expands the list of prohibited provisions for residential rental agreements by explicitly prohibiting any that require a tenant to pay a mid-lease rent increase unless the landlord gives the tenant at least 60 days' written notice. (The bill does not appear to create an explicit requirement for landlords to generally give tenants notice of rent increases for a renewed or extended lease (see BACKGROUND).)

The bill also prohibits landlords from beginning a lapse of time eviction (i.e., one that is due to the lease expiring) because a tenant refuses to accept a rent increase for a renewed or extended rental agreement, unless the tenant received at least 60 days' written notice of the proposed increase.

Lastly, the bill makes technical and conforming changes.

EFFECTIVE DATE: October 1, 2024, and the rental agreements provision is applicable to agreements entered on or after this date.

**BACKGROUND*****Rent Increases and Notice Requirements***

Under current practice, a landlord (1) may increase the rent only after the lease has ended or if there is a provision in the lease that allows it and (2) is not required to give tenants advance notice of an expected rent increase for a lease renewal, though a lease agreement may contain provisions requiring that notice.

***Lapse of Time Evictions***

By law, landlords may begin a lapse of time eviction by serving the tenant with an eviction notice at least three days before the rental agreement terminates or before the time specified in the eviction notice (i.e., the landlord must give the tenant at least three full days to move out and cannot require the tenant to do so before the end of the period covered by the lease).

**COMMITTEE ACTION**

Housing Committee

Joint Favorable

Yea 10 Nay 5 (02/29/2024)