
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)