Honorable Co-chairs of the Housing Committee Representative Khan and Senator Moore

Bill number: SB 143

Position: Opposing

My name is Menahem Edelkopf. I'm a property owner and property manager in greater New Haven, CT area. I am part of a group of landlords in the area who help each other out by discussing issues and providing support and guidance to each other. I would like to express my opposition to the above bill proposing limiting a landlord's right to terminate a tenancy at the end of a lease for the following reasons.

I often find myself receiving complaints about a particular tenant. The complaining tenants are very reluctant to call police, social services or to testify at court due to fear of reprisal from the offending parties. It is extremely difficult to prove a case of nuisance or lease violations at court. I rent to many families with children, and they deserve to live in a safe, peaceful, and clean environment. I am simply unable to ensure my tenants are provided with such an environment if my ability to terminate the lease of a bad tenant is severely limited.

There is a lack of decent affordable housing in Connecticut. Many apartments in the area are dilapidated and people are forced to move into subpar apartments because of a lack of choice. If I am purchasing an apartment that needs renovation, I will not be able to renovate the property with people living in it. There are many people who would choose to remain living in the premises instead of agreeing to look for other housing. Without the ability to terminate a tenancy at the end of a lease I would not be able to take on a new opportunity to make necessary renovations to an existing building that I might otherwise consider purchasing.

Further complicating the prospect of bringing more decent affordable housing is the need to be able to borrow the necessary funds to run and operate such a business. Banks require a current one-year lease in place for each unit before they can provide financing. Many tenants simply refuse to sign new leases. Such tenants prefer to live in a unit on a month-to-month basis, so they can stay or leave as and when they choose to. Without the ability to terminate these tenancies there is no incentive for such tenants to sign a new lease and banks will be unable to provide financing.

I sometimes receive rental applications from tenants whose applications may not pass my application standards due to circumstances in their credit or housing history. They may have a social program trying to place them. As of now I am often willing to give prospective tenants a chance because I know that if things do not work out, I can terminate the tenancy at its end. I think such tenant applications will be rejected by many landlords due to the inability to terminate the tenancy at the end of the term.

There are currently laws in place to prevent homelessness and afford tenants protection. After a judgment entered for lapse of time, the law allows the tenant a post judgment stay of up to six months. That time is in addition to the several months it can take to get to the point of a court judgment.

Tenants are currently afforded protections concerning a fair rent. There are laws governing the establishment of fair rents and fair rent commissions. A property owner should be able to fairly negotiate, charge and receive a rent based on market conditions. If a tenant is able to stay in an
apartment for an indefinite period of time of their choosing, a property owner will be deprived of that basic right.

Thank you for your time in reviewing my written testimony.

Respectfully, 

[Signature]