

Connecticut

Landlord - Tenant Laws Complete Guide



Connecticut Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Connecticut's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Connecticut.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 2x monthly rent if tenant is under 62 years of age. If tenant is 62+ years old 1x month rent is the maximum.

Legal Statute:

(a) Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

(4) Escrow agent means the person in whose name an escrow account is maintained.

(5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.

(6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c) Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d) Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such

receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the

escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited

toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k) Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an

affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l) Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

Amended by P.A. 23-0207, S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 23-0207, S. 38 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Security Deposit Interest:

What This Means: Any accrued interest must be paid to tenant at termination of tenancy. Interest rate must be average rate paid by insured commercial banks.

Legal Statute:

(a)Definitions. As used in this chapter:

- (1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.
- (2) Commissioner means the Banking Commissioner.
- (3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.
- (4) Escrow agent means the person in whose name an escrow account is maintained.
- (5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.
- (6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c) Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a

security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d) Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such

receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution

and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k)Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l)Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

Amended by P.A. 23-0207, S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 23-0207, S. 38 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Separate Security Deposit Bank Account:

What This Means: Yes

Legal Statute:

(a)Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

- (4) Escrow agent means the person in whose name an escrow account is maintained.
- (5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.
- (6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.
- (7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.
- (8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.
- (9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.
- (10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.
- (11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.
- (12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.
- (13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.
- (14) Tenant's obligations means
- (A) the amount of any rental or utility payment due the landlord from a tenant;
 - (B) a tenant's obligations under the provisions of section 47a-11; and
 - (C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.
- (b) Amount of security deposit.
- (1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c)Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d)Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver

the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

- (B) disburse interest to a tenant pursuant to subsection (i) of this section;
- (C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;
- (D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;
- (E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;
- (F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or
- (G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged

damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k)Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l)Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254;

P.A. 03-84 , S. 36 ; P.A. 05-109 , S. 54 ; P.A. 11-94 , S. 1 ; P.A. 12-96 , S. 32 ; P.A. 16-65 , S. 37 ; 16-74 , S. 2 ; P.A. 17-236 , S. 17 .)

Amended by P.A. 23-0207,S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

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Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Non-refundable fees:

Legal Statute: No statute

Pet Deposits and Additional Fees:

What This Means: No specific statute for pet deposits. Refer to general security deposit statute Conn. Gen. Stat. § 47a-21.

Legal Statute: No statute

Deadline for Returning Security Deposit:

What This Means: 21 days

Legal Statute:

(a) Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

(4) Escrow agent means the person in whose name an escrow account is maintained.

(5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.

(6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c) Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d) Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such

tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations;
and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are

commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the

landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k) Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l) Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

Amended by P.A. 23-0207, S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 23-0207, S. 38 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Permitted Uses of the Deposit:

What This Means: Applicable to damages caused by tenant's noncompliance with obligations outlined in agreement, and accrued interest.

Legal Statute:

(a) Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

(4) Escrow agent means the person in whose name an escrow account is maintained.

(5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.

(6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c) Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any

legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d) Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and

(3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k) Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l) Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

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Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(a)Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

- (4) Escrow agent means the person in whose name an escrow account is maintained.
- (5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.
- (6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.
- (7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.
- (8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.
- (9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.
- (10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.
- (11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.
- (12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.
- (13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.
- (14) Tenant's obligations means
- (A) the amount of any rental or utility payment due the landlord from a tenant;
 - (B) a tenant's obligations under the provisions of section 47a-11; and
 - (C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.
- (b) Amount of security deposit.
- (1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c)Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d)Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver

the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

- (B) disburse interest to a tenant pursuant to subsection (i) of this section;
- (C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;
- (D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;
- (E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;
- (F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or
- (G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged

damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k)Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l)Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254;

P.A. 03-84 , S. 36 ; P.A. 05-109 , S. 54 ; P.A. 11-94 , S. 1 ; P.A. 12-96 , S. 32 ; P.A. 16-65 , S. 37 ; 16-74 , S. 2 ; P.A. 17-236, S. 17 .)

Amended by P.A. 23-0207,S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 23-0207,S. 38 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(a)Definitions. As used in this chapter:



(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

(4) Escrow agent means the person in whose name an escrow account is maintained.

(5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.

(6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c) Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d) Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such

account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the

commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k)Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l)Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

Amended by P.A. 23-0207, S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

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Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118; 32 Conn.App. 133 44 CA 381; 45 CA 686. Cited. 35 CS 126; 37 CS 27; 39 Conn.Supp. 289; 44 Conn.Supp. 544. Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460. Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155. Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299. For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343. Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299.

Receipt of Security Deposit:

What This Means: Required for cash payments

Legal Statute:

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) Unless otherwise agreed:

(1) Rent is payable at the dwelling unit;

(2) periodic rent is payable at the beginning of any term of one month or less and for terms of more than one month in equal monthly installments at the beginning of each month.

(c) Upon receipt of a payment in cash from or on behalf of an occupant, a landlord shall provide the person making the payment with a receipt stating the date of the payment, the amount received and the purpose for which the payment was made.

Conn. Gen. Stat. § 47a-3a

(P.A. 79-571, S. 5; P.A. 93-159; P.A. 01-44.)

Cited. 38 CS 683.

Record Keeping of Deposit Withholdings:

What This Means: Yes

Legal Statute:

(a) Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

(4) Escrow agent means the person in whose name an escrow account is maintained.

(5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.

(6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c)Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d)Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the

provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution

and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k)Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l)Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

Amended by P.A. 23-0207, S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 23-0207, S. 38 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Due at the beginning of the month unless otherwise agreed on the rental agreement.

Legal Statute:

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) Unless otherwise agreed:

(1) Rent is payable at the dwelling unit;

(2) periodic rent is payable at the beginning of any term of one month or less and for terms of more than one month in equal monthly installments at the beginning of each month.

(c) Upon receipt of a payment in cash from or on behalf of an occupant, a landlord shall provide the person making the payment with a receipt stating the date of the payment, the amount received and the purpose for which the payment was made.

Conn. Gen. Stat. § 47a-3a

(P.A. 79-571, S. 5; P.A. 93-159; P.A. 01-44.)

Cited. 38 CS 683.

Payment Methods:

What This Means: No statute but common methods are electronic transfers, cash, check, etc.

Legal Statute: No Statute

Rent Increase Notice:

What This Means: 45-day notice required

Legal Statute: No Statute

Late Fees:

What This Means: \$5/day maximum \$50 or 5% of delinquent rent payment

Legal Statute:

(a) If rent is unpaid when due and the tenant fails to pay rent within nine days thereafter or, in the case of a one-week tenancy, within four days thereafter, the landlord may terminate the rental agreement in accordance with the provisions of sections 47a-23 to 47a-23b, inclusive. For purposes of this section, grace period means the nine-day or four-day time periods identified in this subsection, as applicable.

(b) If a rental agreement contains a valid written agreement to pay a late charge in accordance with subsection (a) of section 47a-4 a landlord may assess a tenant such a late charge on a rent payment made subsequent to the grace period in accordance with this section. Such late charge may not exceed the lesser of (1) five dollars per day, up to a maximum of fifty dollars, or (2) five per cent of the delinquent rent payment or, in the case of a rental agreement paid in whole or in part by a governmental or charitable entity, five per cent of the tenant's share of the delinquent rent payment. The landlord may not assess more than one late charge upon a delinquent rent payment, regardless of how long the rent remains unpaid.

Conn. Gen. Stat. § 47a-15a

(P.A. 79-571, S. 36; P.A. 89-254, S. 5.)

Amended by P.A. 23-0207, S. 8 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Cited. 7 Conn.App. 301 ; 16 Conn.App. 574 ; 31 Conn.App. 575 ; 32 Conn.App. 133 .
Reinstatement of a lease triggers new nine day grace period within which tenant must pay rent in order to avoid a summary process action and landlord may serve new notice to quit on ground of nonpayment of rent only if tenant fails to pay rent on day of previous action's withdrawal or within nine days thereafter. 182 CA 725 . Cited. 38 Conn.Supp. 1 ; Id., 683; 39 CS 367 ; 40 CS 4 ; 42 CS 77 .

Application Fees:

What This Means: Not allowed

Legal Statute:

(a) As used in this section, tenant screening report means a credit report, a criminal background report, an employment history report, a rental history report or any combination thereof, used by a landlord to determine the suitability of a prospective tenant.

(b) No landlord may demand from a prospective tenant any payment, fee or charge for the processing, review or acceptance of any rental application, or demand any other payment, fee or charge before or at the beginning of the tenancy, except a security deposit pursuant to section 47a-21, advance payment for the first month's rent or a deposit for a key or any special equipment, or a fee for a tenant screening report as provided in subsection (c) of this section. No landlord may charge a tenant a move-in or move-out fee.

(c) On and after October 1, 2023, a landlord may charge a fee not exceeding fifty dollars plus an adjustment reflecting any increase in the consumer price index for urban consumers, as determined by the Commissioner of Housing on an annual basis, for a tenant screening report concerning a prospective tenant.

(d) A landlord that charges a fee for a tenant screening report concerning a prospective tenant shall provide the prospective tenant with (1) a copy of the tenant screening report or, if the landlord is prohibited from providing such a copy, information concerning such report that would allow such tenant to request a copy of such report from the service provider that produced such report, and (2) a copy of the receipt or invoice from the entity conducting the tenant screening report concerning the prospective tenant.

Conn. Gen. Stat. § 47a-4d

Added by P.A. 23-0207, S. 6 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Prepaid Rent:

What This Means: 2x monthly rent if tenant is under 62 years of age. If tenant is 62+ years old 1x month rent is the maximum.

Legal Statute:

(a) Definitions. As used in this chapter:

(1) Accrued interest means the interest due on a security deposit as provided in subsection (i) of this section, compounded annually to the extent applicable.

(2) Commissioner means the Banking Commissioner.

(3) Escrow account means any account at a financial institution which is not subject to execution by the creditors of the escrow agent and includes a clients' funds account.

(4) Escrow agent means the person in whose name an escrow account is maintained.

(5) Financial institution means any state bank and trust company, national bank, savings bank, federal savings bank, savings and loan association, and federal savings and loan association that is located in this state.

(6) Forwarding address means the address to which a security deposit may be mailed for delivery to a former tenant.

(7) Landlord means any landlord of residential real property, and includes (A) any receiver; (B) any successor; and (C) any tenant who sublets his premises.

(8) Receiver means any person who is appointed or authorized by any state, federal or probate court to receive rents from tenants, and includes trustees, executors, administrators, guardians, conservators, receivers, and receivers of rent.

(9) Rent receiver means a receiver who lacks court authorization to return security deposits and to inspect the premises of tenants and former tenants.

(10) Residential real property means real property containing one or more residential units, including residential units not owned by the landlord, and containing one or more tenants who paid a security deposit.

(11) Security deposit means any advance rental payment, or any installment payment collected pursuant to section 47a-22a, except an advance payment for the first month's rent or a deposit for a key or any special equipment.

(12) Successor means any person who succeeds to a landlord's interest whether by purchase, foreclosure or otherwise and includes a receiver.

(13) Tenant means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64.

(14) Tenant's obligations means

(A) the amount of any rental or utility payment due the landlord from a tenant;

(B) a tenant's obligations under the provisions of section 47a-11; and

(C) the actual reasonable cost of changing the locks of the dwelling unit pursuant to section 47a-7b, if the tenant has not paid such cost.

(b) Amount of security deposit.

(1) In the case of a tenant under sixty-two years of age, a landlord shall not demand a security deposit in an amount that exceeds two months' rent.

(2) In the case of a tenant sixty-two years of age or older, a landlord shall not demand a security deposit in an amount that exceeds one month's rent. Any landlord who has received a security deposit in an amount that exceeds one month's rent from a tenant who becomes sixty-two years of age after paying such security deposit shall return the portion of such security deposit that exceeds one month's rent to the tenant upon the tenant's request.

(c) Exemption from attachment and execution. Assignment to successor. Any security deposit paid by a tenant shall remain the property of such tenant in which the landlord shall have a security interest, as defined in subdivision (35) of subsection (b) of section 42a-1-201, to secure such tenant's obligations. A security deposit shall be exempt from attachment and execution by the creditors of the landlord and shall not be considered part of the estate of the landlord in any

legal proceeding. Any voluntary or involuntary transfer of a landlord's interest in residential real property to a successor shall constitute an assignment to such successor of such landlord's security interest in all security deposits paid by tenants of such transferred residential real property.

(d) Payment of security deposit and interest at termination of tenancy.

(1) Not later than the time specified in subdivision (2) of this subsection, the person who is the landlord at the time a tenancy is terminated, other than a rent receiver, shall pay to the tenant or former tenant:

(A) The amount of any security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages that any person who was a landlord of such premises at any time during the tenancy of such tenant has suffered as a result of such tenant's failure to comply with such tenant's obligations; and

(B) any accrued interest. If the landlord at the time of termination of a tenancy is a rent receiver, such rent receiver shall return security deposits in accordance with the provisions of subdivision (3) of this subsection.

(2) Upon termination of a tenancy, any tenant may notify the landlord in writing of such tenant's forwarding address. Not later than twenty-one days after termination of a tenancy or fifteen days after receiving written notification of such tenant's forwarding address, whichever is later, each landlord other than a rent receiver shall deliver to the tenant or former tenant at such forwarding address either

(A) the full amount of the security deposit paid by such tenant plus accrued interest, or

(B) the balance of such security deposit and accrued interest after deduction for any damages suffered by such landlord by reason of such tenant's failure to comply with such tenant's obligations, together with a written statement itemizing the nature and amount of such damages. Any landlord who violates any provision of this subsection shall be liable for twice the amount of any security deposit paid by such tenant, except that, if the only violation is the failure to deliver the accrued interest, such landlord shall be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

(3)

(A) Any receiver who is authorized by a court to return security deposits and to inspect the premises of any tenant shall pay security deposits and accrued interest in accordance with the provisions of subdivisions (1) and (2) of this subsection from the operating income of such receivership to the extent that any such payments exceed the amount in any escrow accounts for such tenants.

(B) Any rent receiver shall present any claim by any tenant for return of a security deposit to the court which authorized the rent receiver. Such court shall determine the validity of any such claim and shall direct such rent receiver to pay from the escrow account or from the operating income of such property the amount due such tenant as determined by such court.

(e) Liability of successor and receiver re payment of security deposit. A successor, other than a receiver, shall be liable for the claims of tenants of such property for return of any part of such security deposit which is or becomes due to such tenant during the time such successor is a landlord. A receiver's liability for payment of security deposits and interest under this section shall be limited to the balance in any escrow account for such tenants maintained by such receiver in such receivership in accordance with subsection (h) of this section and to the operating income generated in such receivership.

(f) Nonresident landlord. Any landlord who is not a resident of this state shall appoint in writing the Secretary of the State as the landlord's attorney upon whom all process in any action or proceeding against such landlord may be served.

(g) Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of such person's security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which the landlord or tenant may be entitled.

(h) Escrow deposit.

(1) Each landlord shall immediately deposit the entire amount of any security deposit received by such landlord from each tenant into one or more escrow accounts established or maintained in a financial institution for the benefit of each tenant. Each landlord shall maintain each such account as escrow agent and shall not withdraw funds from such account except as provided in subdivision (2) of this subsection.

(2) The escrow agent may withdraw funds from an escrow account to:

(A) Disburse the amount of any security deposit and accrued interest due to a tenant pursuant to subsection (d) of this section;

(B) disburse interest to a tenant pursuant to subsection (i) of this section;

(C) make a transfer of the entire amount of certain security deposits pursuant to subdivision (3) of this subsection;

(D) retain interest credited to the account in excess of the amount of interest payable to the tenant under subsection (i) of this section;

(E) retain all or any part of a security deposit and accrued interest after termination of tenancy equal to the damages suffered by the landlord by reason of the tenant's failure to comply with such tenant's obligations;

(F) disburse all or any part of the security deposit to a tenant at any time during tenancy; or

(G) transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

(3)

(A) Whenever any real estate is voluntarily or involuntarily transferred from a landlord, other than a receiver, to a successor, including a receiver, such landlord shall withdraw from the escrow account and deliver to the successor the entire amount of security deposits paid by tenants of the property being transferred, plus any interest accrued pursuant to subsection (i) of this section. If at the time of transfer of such real estate the funds in such account are commingled with security deposits paid by tenants in real estate not being transferred to such successor, and if at such time the funds in such account are less than the amount of security deposits paid by all tenants whose security deposits are contained in such account, such landlord shall deliver to such successor a pro rata share of security deposits paid by tenants of the real estate being transferred to such successor.

(B) Whenever any real estate is transferred from a receiver to a successor, such receiver shall dispose of the escrow accounts as ordered by the court which appointed such receiver. The order of such court shall provide for the priority of the present and future rights of tenants to security deposits paid by them over the rights of any secured or unsecured creditor of any person and shall provide that the funds in such account shall be delivered to the successor of such receiver for immediate deposit in an escrow account for tenants who paid security deposits.

(4)

(A) The landlord shall provide each tenant with a written notice stating the amount held for the benefit of the tenant and the name and address of the financial institution at which the tenant's security deposit is being held not later than thirty days after the landlord receives a security deposit from the tenant or the tenant's previous landlord or transfers the security deposit to another financial institution or escrow account.

(B) If the commissioner makes a written request to the landlord for any information related to a tenant's security deposit, including the name of each financial institution in which any escrow account is maintained and the account number of each escrow account, the landlord shall provide such information to the commissioner not later than seven days after the request is made.

(i) Payment of interest on security deposits. On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and

(3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than twenty-one days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

(j) Investigation of complaints by commissioner. Order. Jurisdiction. Regulations.

(1) Except as provided in subdivision (2) of this subsection, the commissioner may receive and investigate complaints regarding any alleged violation of subsections (b), (d), (h) or (i) of this section. For the purposes of such investigation, any person who is or was a landlord shall be subject to the provisions of section 36a-17. If the commissioner determines that any landlord has violated any provision of this section over which the commissioner has jurisdiction, the commissioner may, in accordance with section 36a-52, order such person to cease and desist from such practices and to comply with the provisions of this section.

(2) The commissioner shall not have jurisdiction over (A) the failure of a landlord to pay interest to a tenant annually under subsection (i) of this section, or (B) the refusal or other failure of the landlord to return all or part of the security deposit if such failure results from the landlord's good faith claim that such landlord has suffered damages as a result of a tenant's failure to comply with such tenant's obligations, regardless of whether the existence or amount of the alleged damages is disputed by the tenant. For purposes of this section, good faith claim means a claim for actual damages suffered by the landlord for which written notification of such damages has been provided to the tenant in accordance with the provisions of subdivision (2) of subsection (d) of this section.

(3) The commissioner may adopt regulations, in accordance with chapter 54, to carry out the purposes of this section.

(k) Penalties.

(1) Any person who is a landlord at the time of termination of a tenancy and who knowingly and wilfully fails to pay all or any part of a security deposit when due shall be subject to a fine of not more than two hundred fifty dollars for each offense, provided it shall be an affirmative defense under this subdivision that such failure was caused by such landlord's good faith belief that he was entitled to deduct the value of damages he has suffered as a result of such tenant's failure to comply with such tenant's obligations.

(2) Any person who knowingly and wilfully violates the provisions of subsection (h) of this section on or after October 1, 1979, shall be subject to a fine of not more than five hundred dollars or imprisonment of not more than thirty days or both for each offense. It shall be an affirmative defense under the provisions of this subdivision that at the time of the offense, such person leased residential real property to fewer than four tenants who paid a security deposit.

(3) Any person who is a landlord at the time an interest payment is due under the provisions of subsection (i) of this section and who knowingly and wilfully violates the provisions of such subsection shall be subject to a fine of not more than one hundred dollars for each offense.

(4) No financial institution shall be liable for any violation of this section except for any violation in its capacity as a landlord.

(l) Rights not limited. Nothing in this section shall be construed as a limitation upon:

(1) The power or authority of the state, the Attorney General or the commissioner to seek administrative, legal or equitable relief permitted by the general statutes or at common law; or

(2) the right of any tenant to bring a civil action permitted by the general statutes or at common law.

Conn. Gen. Stat. § 47a-21

(P.A. 76-95, S. 5, 27; 76-435, S. 75, 82; P.A. 77-451, S. 3; P.A. 79-559, S. 1; P.A. 80-483, S. 171, 186; P.A. 81-322, S. 8; P.A. 82-162, S. 4; 82-246, S. 1; 82-249; June Sp. Sess. P.A. 83-3, S. 1; P.A. 84-84, S. 1, 2; 84-504, S. 2, 3; 84-546, S. 105, 166, 173; P.A. 85-231; 85-613, S. 74, 154; P.A. 87-9, S. 2, 3; 87-154, S. 1; 87-348; P.A. 88-230, S. 1, 12; P.A. 90-98, S. 1, 2; P.A. 91-383, S. 17; P.A. 92-4, S. 1; P.A. 93-40; 93-41, S. 2, 3; 93-142, S. 4, 7, 8; 93-339, S. 1, 2; 93-435, S. 18, 95; P.A. 94-122, S. 337, 340; P.A. 96-74, S. 8; 96-271, S. 216, 254; P.A. 03-84, S. 36; P.A. 05-109, S. 54; P.A. 11-94, S. 1; P.A. 12-96, S. 32; P.A. 16-65, S. 37; 16-74, S. 2; P.A. 17-236, S. 17.)

Amended by P.A. 23-0207, S. 39 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 23-0207, S. 38 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023.

Amended by P.A. 21-0078, S. 22 of the Connecticut Acts of the 2021 Regular Session, eff. 10/1/2021.

Amended by P.A. 17-0236, S. 17 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Amended by P.A. 16-0074, S. 2 of the Connecticut Acts of the 2016 Regular Session, eff. 10/1/2016.

Amended by P.A. 12-0096, S. 32 of the the 2012 Regular Session, eff. 6/8/2012.

Amended by P.A. 11-0094, S. 1 of the the 2011 Regular Session, eff. 1/1/2012.

Cited. 5 CA 118 ; 32 Conn.App. 133 44 CA 381; 45 CA 686 . Cited. 35 CS 126 ; 37 CS 27 ; 39 Conn.Supp. 289 ; 44 Conn.Supp. 544 . Subsec. (c): Relates only to residential real property and, therefore, is inapplicable to case concerning commercial property. 74 CA 460 . Subsec. (d): Because plaintiff did not provide defendant with a forwarding address, as is required by the clear language of section, court properly granted defendant's motion to strike in regard to a claim for double damages. 80 CA 155 . Landlord who mishandled tenant's security deposit and camouflaged the mishandling by giving tenant a fabricated accounting of damages instead of returning the actual security deposit is liable for double damages under Subdiv. (2); trial court misread Subdiv. (4) re notice of tenant's forwarding address to avoid sanction of double damages under Subdiv. (2). 141 CA 299 . For the purposes of determining whether to award double damages under section, a court need only determine whether a landlord complied with the statutory requirements, and need not determine whether the landlord's reason for withholding the security deposit was justified. 170 CA 343 . Subsec. (i): Trial court erroneously calculated interest award by excluding advance rental payment for last month's rent from basis for calculation, since such advance rental payment is included in definition of security deposit. 141 Conn.App. 299 .

Returned Check Fees:

What This Means: Amount to be determined by the court shall not be greater than the face amount of check or between \$400-750 (whichever is less) depending on whether the drawer has insufficient funds or no account with the bank.

Legal Statute:

(a) A drawer negotiating a check who knows or should know that payment of such check will be refused by the drawee bank either because the drawer has no account with such bank or because the drawer has insufficient funds on deposit with such bank shall be liable to the payee for damages, in addition to the face amount of the check, provided the payee has presented such check for payment, the check is dishonored and the drawer fails to pay the face amount of such check within thirty days following the date of mailing by the payee of the written demand for payment as provided in subsection (f) of this section.

(b) In the case of a drawer negotiating a check who knows or should know that payment of such check will be refused by the drawee bank because the drawer has no account with such bank, such damages shall be in an amount to be determined by the court in light of the circumstances, but in no event shall such amount be greater than the face amount of the check or seven hundred fifty dollars, whichever is less.

(c) In the case of a drawer negotiating a check who knows or should know that payment of such check will be refused by the drawee bank because the drawer has insufficient funds on deposit with such bank, such damages shall be in an amount to be determined by the court in light of the circumstances, but in no event shall such amount be greater than the face amount of the check or four hundred dollars, whichever is less.

(d) The drawer shall not be liable to the payee for the damages provided for by this section if:

(1) The drawer gave such check as payment for residential service supplied by a gas, electric, steam, telephone or water utility;

(2) the drawer gave such check as payment for the rental of residential premises; or

(3) the drawer gave such check as repayment of all, or a portion of, a debt secured by collateral which the payee has repossessed.

(e) The damages provided for in this section shall be available only to those persons or entities which post or otherwise give conspicuous notice to the public of the damages which may be imposed pursuant to this section. Such notice shall set forth:

(1) The damages that may be imposed if a check is dishonored;

(2) the section of the general statutes authorizing imposition of such damages; and

(3) that criminal penalties also may apply.

(f) The written demand for payment on the dishonored check shall be in the form prescribed by subsection (g) of this section and shall be sent to the drawer's last-known residence address or last-known place of business (1) by first class mail and certified mail return receipt requested with delivery restricted to the drawer, or (2) by first class mail or regular mail supported by an affidavit of service by mail. Such written demand for payment shall be sent on or after the date the payee received notice that such check had been dishonored. Such affidavit of service by mail shall provide substantially as follows:

...., being first duly sworn on oath, deposes and states that he/she is of legal age and that on (date), 20.., he/she served the attached Written Demand for Payment, by placing a true and correct copy thereof securely enclosed in an envelope addressed as follows:

....

....

....

....

and deposited the same, with postage prepaid, in the United States mails at,

....

(Signature)

Subscribed and sworn to before me this day of, 20.. .

....

Notary Public

.... County,

(SEAL)

(g) The written demand for payment required by subsection (f) of this section shall be printed in at least ten-point type in both English and Spanish and shall include the following:

(1) The name and last-known address of the drawer;

(2) the amount and date of the dishonored check;

(3) the bank upon which the check was drawn;

(4) the name of the payee;

(5) the reason the check was dishonored;

(6) the address to which payment should be delivered; and

(7) an explanation of the damages which may be imposed pursuant to this section in the event the drawer fails to pay the face amount of the dishonored check.

(h) The penalties provided for in this section shall not apply to any check for which payment has been stopped by the drawer or to any check where the drawer has raised a reasonable defense with respect to the validity of the underlying debt.

(i) Notwithstanding the provisions of this section, in the case of a drawer who negotiates a check which is dishonored, the payee or its assignee may impose on the drawer a service charge of up to twenty dollars, provided, no such service charge may be imposed if

- (1) the drawer has stopped payment on the check,
- (2) the check was stolen, or
- (3) the drawer has raised a reasonable defense with respect to the validity of the underlying debt. The drawer shall not be liable under this subsection for more than one such service charge for each dishonored check.

Conn. Gen. Stat. § 52-565a

(P.A. 86-248; P.A. 97-207, S. 2; P.A. 98-77; P.A. 03-196, S. 19.)

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes. Notice to the landlord must be given before procuring services.

Legal Statute:

a) If the landlord is required to supply heat, running water, hot water, electricity, gas or other essential service, and if the landlord fails to supply such essential service and the failure is not caused by conditions beyond the landlord's control, the tenant may give notice to the landlord specifying the breach and may elect to

(1) procure reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of the landlord's noncompliance and deduct the actual and reasonable cost of such service from the rent; or

(2) procure reasonable substitute housing during the period of the landlord's noncompliance if the landlord fails to supply such service within forty-eight hours of such breach, except if the breach is the failure to provide the same service and such breach recurs within six months, the tenant may secure substitute housing immediately; or

(3) if the failure to supply such service is wilful, the tenant may terminate the rental agreement and recover an amount not more than two months' periodic rent or double the actual damages sustained by him, whichever is greater. If the rental agreement is terminated, the landlord shall return all security and prepaid rent and interest required pursuant to section 47a-22, recoverable under section 47a-21.

(b) If the tenant elects to procure substitute housing as provided in subdivision (2) of subsection (a) of this section, rent otherwise owed to the landlord shall abate for the period of the landlord's noncompliance. In addition, the tenant may recover the actual costs of such substitute housing, but in no event shall the tenant recover more than an amount equal to the amount of rent abated under this subsection. In any cause of action or defense to any action arising under subsection (a) of this section, the tenant may recover reasonable attorney's fees.

(c) Rights of the tenant under this section do not arise

(1) until the tenant has given reasonable written or oral notice to the landlord or

(2) if the condition was caused by the wilful or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(d) For the purposes of this section, tenant includes each resident of a mobile manufactured home park, as defined in section 21-64, including a resident who owns his own home, and landlord includes a licensee and an owner of a mobile manufactured home park, as defined in section 21-64.

Conn. Gen. Stat. § 47a-13

(P.A. 76-95, S. 13, 27; 76-435, S. 75, 82; P.A. 79-571, S. 27; P.A. 91-383, S. 15; P.A. 17-171, S. 1.)

Amended by P.A. 17-0171, S. 1 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Cited. 217 Conn. 57. Cited. 10 CA 22; 30 CA 199; 31 Conn.App. 359; 32 Conn.App. 133; 45 Conn.App. 46. Cited. 37 Conn.Supp. 873; 38 Conn.Supp. 683. Court concluded that recovery of personal injury damages under section is neither consistent with the overall statutory scheme nor supported by legislative history. 44 Conn.Supp. 544.

See Secs. 16-262 c to 16-262h, inclusive, re termination of utility service for nonpayment.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No specific statute for repairs. In the case of utilities refer to Conn. Gen. Stat. § 47a-13

Legal Statute: No Statute

Self-Help Evictions:

What This Means: The State of Connecticut has a guide on how to evict a tenant called Summary Process.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes. If tenant refuses to allow the landlord entry and as a result, the landlord has to file an injunctive relief with the court.

Legal Statute:

If the tenant refuses to allow entry pursuant to section 47a-16 or section 47a-16a, the landlord may obtain a declaratory judgment or injunctive relief to compel access or terminate the rental agreement. In either case the landlord may recover actual damages and reasonable attorney's fees.

Conn. Gen. Stat. § 47a-18

(P.A. 76-95, S. 18, 27; 76-435, S. 75, 82; P.A. 79-571, S. 24.)

Cited. 183 C. 85. Cited. 32 Conn.App. 133. Cited. 38 Conn.Supp. 683.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

(a) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental in mitigation of damages.

(b) If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment.

Conn. Gen. Stat. § 47a-11a

(P.A. 79-571, S. 16.)

Cited. 32 Conn.App. 133. Cited. 38 Conn.Supp. 683; 39 CS 289.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: 3-day notice

Legal Statute:

(a) When the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law, or in-fact, desires to obtain possession or occupancy of any land or building, any apartment in any building, any dwelling unit, any trailer, or any land upon which a trailer is used or stands, and (1) when a rental agreement or lease of such property, whether in writing or by parol, terminates for any of the following reasons:

(A) By lapse of time;

(B) by reason of any expressed stipulation therein;

(C) violation of the rental agreement or lease or of any rules or regulations adopted in accordance with section 47a-9 or 21-70;

(D) nonpayment of rent within the grace period provided for residential property in section 47a-15a or 21-83;

(E) nonpayment of rent when due for commercial property;

(F) violation of section 47a-11 or subsection (b) of section 21-82;

(G) nuisance, as defined in section 47a-32, or serious nuisance, as defined in section 47a-15 or 21-80; or (2) when such premises, or any part thereof, is occupied by one who never had a right or privilege to occupy such premises; or (3) when one originally had the right or privilege to occupy such premises but such right or privilege has terminated; or (4) when an action of summary process or other action to dispossess a tenant is authorized under subsection (b) of section 47a-23c for any of the following reasons:

(A) Refusal to agree to a fair and equitable rent increase, as defined in subsection (c) of section 47a-23c,

(B) permanent removal by the landlord of the dwelling unit of such tenant from the housing market, or

(C) bona fide intention by the landlord to use such dwelling unit as such landlord's principal residence; or (5) when a farm employee, as described in section 47a-30, or a domestic servant, caretaker, manager or other employee, as described in subsection (b) of section 47a-36,

occupies such premises furnished by the employer and fails to vacate such premises after employment is terminated by such employee or the employer or after such employee fails to report for employment, such owner or lessor, or such owner's or lessor's legal representative, or such owner's or lessor's attorney-at-law, or in-fact, shall give notice to each lessee or occupant to quit possession or occupancy of such land, building, apartment or dwelling unit, at least three days before the termination of the rental agreement or lease, if any, or before the time specified in the notice for the lessee or occupant to quit possession or occupancy.

(b) The notice shall be in writing substantially in the following form: I (or we) hereby give you notice that you are to quit possession or occupancy of the (land, building, apartment or dwelling unit, or of any trailer or any land upon which a trailer is used or stands, as the case may be), now occupied by you at (here insert the address, including apartment number or other designation, as applicable), on or before the (here insert the date) for the following reason (here insert the reason or reasons for the notice to quit possession or occupancy using the statutory language or words of similar import, also the date and place of signing notice). A.B.. If the owner or lessor, or the owner's or lessor's legal representative, attorney-at-law or attorney-in-fact knows of the presence of an occupant but does not know the name of such occupant, the notice for such occupant may be addressed to such occupant as John Doe, Jane Doe or some other alias which reasonably characterizes the person to be served.

(c) A copy of such notice shall be delivered to each lessee or occupant or left at such lessee's or occupant's place of residence or, if the rental agreement or lease concerns commercial property, at the place of the commercial establishment by a proper officer or indifferent person. Delivery of such notice may be made on any day of the week.

(d) With respect to a month-to-month or a week-to-week tenancy of a dwelling unit, a notice to quit possession based on nonpayment of rent shall, upon delivery, terminate the rental agreement for the month or week in which the notice is delivered, convert the month-to-month or week-to-week tenancy to a tenancy at sufferance and provide proper basis for a summary process action notwithstanding that such notice was delivered in the month or week after the month or week in which the rent is alleged to be unpaid.

(e) A termination notice required pursuant to federal law and regulations may be included in or combined with the notice required pursuant to this section and such inclusion or combination does not thereby render the notice required pursuant to this section equivocal, provided the rental agreement or lease shall not terminate until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of completion of the pretermination process, whichever is later. A use and occupancy disclaimer may be included in or combined with such notice, provided that such disclaimer does not take effect until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of the completion of the pretermination process, whichever is later. Such inclusion or combination does not thereby render the notice required pursuant to this section equivocal. Such disclaimer shall be in substantially the following form: Any payments tendered after the date specified to quit possession or occupancy, or the date of the completion of the

pretermination process if that is later, will be accepted for use and occupancy only and not for rent, with full reservation of rights to continue with the eviction action.

Conn. Gen. Stat. § 47a-23

(1949 Rev., S. 8274; 1949, S. 3217d; 1957, P.A. 291, S. 1; 1959, P.A. 28, S. 130; 1969, P.A. 313, S. 1; P.A. 74-183, S. 115, 291; P.A. 76-95, S. 23, 27; 76-435, S. 75, 82; 76-436, S. 102, 681; P.A. 77-451, S. 5; P.A. 78-280, S. 61, 127; P.A. 79-571, S. 46; P.A. 80-399, S. 1; P.A. 81-237; P.A. 82-274, S. 1; P.A. 86-210; 86-286, S. 2; P.A. 87-507, S. 1; P.A. 89-254, S. 8; P.A. 90-230, S. 98, 101; P.A. 91-5; 91-383, S. 18; P.A. 92-171, S. 1; May Sp. Sess. P.A. 92-11, S. 38, 70; P.A. 93-185; 93-209, S. 1; P.A. 95-247, S. 1; P.A. 97-231, S. 10; P.A. 99-221; P.A. 04-127, S. 3.)

Annotations to former section 52-532: Statute is to be strictly construed. 12 C. 259; 14 C. 277. Termination of lease. 12 C. 559. Lessor need not directly authorize the particular person who leaves the notice to do so. 14 C. 276. Pleading. *Id.*; 32 C. 348. Landlord has no right to enter peaceably in tenant's absence and afterward hold possession by force. 23 C. 310; 52 C. 16. When statutory notice supersedes 6 months' notice in estates from year to year. 23 C. 317. Statute supersedes no common-law remedies except the notice to quit and the form of procedure. 29 C. 337. Writ issued by one justice may be made returnable to another. 36 C. 205. Judgment for plaintiff is conclusive evidence that defendant was his tenant. 48 C. 22. Conservator may bring action of summary process in his own name. 55 C. 116. Terms of notice held sufficient. 66 C. 438. Error in year stated for return day held immaterial. 70 C. 348. Character of possession held admissible under the issue. 73 C. 86. Purpose of act. 79 C. 308. Trustee may bring action to free trust from an encumbrance at a time after he is required to convey the property in fee. 91 C. 667. Waiver in lease of demand for rent and reentry; effect of justice judgment and record; waiver of forfeiture relied on as a defense. 92 C. 144. When equity will enjoin prosecution of summary process action. 93 C. 638; 96 C. 630; *Id.*, 645. That action is brought on behalf of one who has agreed to purchase property, *nil. sig.* 94 C. 452. When statutory procedure of limited application lies. 95 C. 69; 102 C. 694. Duplicate, not attested copy, of notice to quit is necessary. 97 C. 66. History of statute. *Id.*, 72. Tenancy at will terminated by reasonable notice to quit. 102 C. 640. Should be returned to justice in town where land lies, thereafter transferable to justice in town where either party resides; informalities in adjournment waived if parties eventually appear and are heard; action could be transferred by stipulation of parties under former Sec. 51-99. 104 C. 294. Necessary and only basis of summary process is that lease has terminated, not that rent is unpaid in itself. 125 C. 550. Notice may be signed by lessor's attorney. *Id.*, 552. Defendant may not interpose counterclaim for declaratory judgment and damages and thereby secure transfer to Superior Court. 131 C. 528. Delay in bringing action after effective day of notice, if not unreasonable, will not prevent its maintenance. 132 C. 622. Notice describing property by wrong street number is invalid. 133 C. 95. Relief demanded in complaint is the determinative factor concerning the right of appeal. 134 C. 649. It is essential that lease should have terminated in one of ways specified. 135 C. 364. Cited. *Id.*, 392; 144 C. 80. Essential to action that there has been a lease between parties and that it has terminated. 138 C. 474; 139 C. 598. Duplicate copy provision satisfied when original and duplicate differ merely in circumstantial discrepancies. 141 C. 247. Cited. 159 C. 64.

Despite purpose of summary process to avoid delay loss and expense, stay of proceedings is not a final judgment and therefore not appealable. 164 C. 287. Cited. 6 CS 156; 8 CS 389. Notice to quit possession equally valid whether served 10 days before termination of the lease or at least 10 days before the time specified in the notice for the lessee to quit possession. 12 CS 264. Cited. 13 CS 441. Nature of summary process discussed. 15 CS 141. Notices to quit which are served on two or more tenants need not be identical; statute merely requires that they be duplicates of their originals; a notice addressed specifically to one tenant and another notice addressed specifically to another tenant met the statutory requirements. 23 CS 291. Summary process is available only where there is a lease and it has been terminated; action is limited to cases where the issue of the expiration of the lease is simple issue of fact, not complicated by questions as to the proper legal construction of the lease. Id., 388. Quasi-public landlord must conduct informal hearing before commencing summary process action; section discussed and constitutionality questioned. 33 CS 15. Period of at least ten days excludes both terminal days. 3 Conn. Cir. Ct. 385. After making use of the benefits of summary process, defendant could not then disclaim its applicability to him when it appeared to be to his disadvantage. Id., 561, 564. Cited. 5 Conn. Cir. Ct. 265. Notice to quit to be served 10 days before date of expiration of lease if one exists; if not, 10 days before time specified by notice to quit. Id., 419. Action for possession for nonpayment of rent must be based on lease and will not be successful when plaintiff and defendant had not agreed on any terms. 6 Conn. Cir. Ct. 1. Annotations to present section: Cited. 202 Conn. 128; 209 C. 724; 215 C. 701; 225 Conn. 600; 231 C. 213; Id., 923; 233 C. 213. Landlord, after withdrawing its complaint in a summary process action, is required to serve a new notice to quit prior to commencing a new summary process action against a tenant under Sec. 47a-23a. 292 C. 459. Cited. 4 CA 162; Id., 627; 5 Conn.App. 101; 6 CA 373; 7 Conn.App. 301; Id., 639; 9 CA 477; 11 CA 360; 13 Conn.App. 150; 16 Conn.App. 574; 18 CA 384; 19 Conn.App. 483; Id., 564; 20 CA 159; 27 CA 530; 28 Conn.App. 684; 31 Conn.App. 575. The covenant of quiet enjoyment operates as a shield for the lessee in protecting his possessory interests in his leasehold; it does not serve as a sword of the landlord to terminate a lease agreement. 35 CA 185. Cited. 36 CA 432. Legislature did not intend to give an owner and lessor, but not a sublessor, an expeditious means of obtaining possession of the premises from a commercial tenant for nonpayment of rent; thus, plaintiff, as sublessor, could avail itself of section. 81 Conn.App. 486. Property owner may bring summary process action against one who has no right or privilege to occupy the premises without having to allege that the occupier is a tenant; furthermore, because statute requires party seeking summary process only to allege and prove ownership of the subject property and to assert a demand for possession, defendants could not prevail on their claim that plaintiff failed to prove that it was in possession of the premises or that it sought possession. 88 CA 661. Court order restoring tenant to possession in entry and detainer action did not create a new tenancy and plaintiff in summary process action was not required to serve a new notice to quit possession. 121 CA 790. The use of or indicates the disjunctive, therefore notice need not reflect both the owner's identity and the identity of the owner's legal representative, attorney-at-law or attorney-in-fact. 128 CA 805. Property manager's statements, including those of wanting to avoid court and attorneys and willingness to forgive 2-months unpaid rent, rendered previous unequivocal notice to quit equivocal, and was contrary to goal of insulating tenant from confusion and uncertainty. 132 CA 582. Although notice to quit did not set out the specific violation of the lease, it stated that defendant had to

quit the premises due to violations of the lease and tracked the language of Subsec. (a), which met the requirements of Subsec. (b) re notices to quit. 133 Conn.App. 1. Sovereign immunity to action under statute claimed; not waived by entering into lease under former Sec. 4-128; nonpayment of rent not a taking in constitutional sense which would nullify defense of sovereign immunity. 35 CS 180. Statute does not require the existence of a landlord-tenant relationship or consistency of ownership for an owner to evict. Id., 233. Defendant to tenant's unsolicited mailing of money order for next month's rent to landlord after issuance of notice to quit and prior to issuance of complaint and plaintiff's mere retention of money order was insufficient to constitute acceptance of rent; to constitute acceptance, retention requires demonstration of ownership such as endorsement or actual cashing of check; issuance of complaint one day after receipt of rental offer was unequivocal manifestation of plaintiff's rejection of tenant's rental offer. Id., 258. Cited. Id., 274; Id., 297. Notice to quit may be signed by duly authorized attorney. Id., 549. Discovery is available in summary process proceedings; summary process deemed and intended by legislature to be civil action. 36 Conn.Supp. 47. Cited. Id., 626; 37 CS 654; 38 Conn.Supp. 1; Id., 8; Id., 70; Id., 341; 40 Conn.Supp. 4; Id., 100. Subsec. (a): Where notice to quit provided wrong year for date to quit, trial court properly found that defect was circumstantial under Sec. 52-123 and that defendant had received actual notice in accordance with Subsec. 292 C. 381. Notice to quit signed by associate in lead attorney's name followed by associate's initials and with the explicit authorization of lead attorney satisfied requirement that notice to quit be given by owner's legal representative. 315 C. 387. If lease is subsequent to mortgage, foreclosure extinguishes lease. 52 CA 37. Reasons for issuing a notice to quit set forth in Subsec. are the only reasons that an owner may rely on for issuing a valid notice to quit; where owner relies on Subdiv. (4) in notice to quit, but fails to show that tenant was member of the class described in Sec. 47a-23c, the notice is invalid; prefatory language in Subdiv. (4) indicates that legislature intended Subdiv. to apply only to summary process actions authorized by Sec. 47a-23c(b) and only to the protected class of tenants described therein. 68 CA 638. Where legal title to real property rested with estate of decedent, it was within executor's power, as fiduciary and legal representative of the estate, to maintain summary process action on behalf of estate. 118 CA 577. Subdiv. (3): Valid notice to quit can occur simultaneously with termination of right or privilege to occupy. 144 CA 188.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 3-day notice required. After notice is given, rental agreement is terminated, and tenancy converts to a tenancy at sufferance providing basis for Summary Process.

Legal Statute:

(a) When the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law, or in-fact, desires to obtain possession or occupancy of any land or building, any apartment in any building, any dwelling unit, any trailer, or any land upon which a trailer is used or stands, and (1) when a rental agreement or lease of such property, whether in writing or by parol, terminates for any of the following reasons:

(A) By lapse of time;

(B) by reason of any expressed stipulation therein;

(C) violation of the rental agreement or lease or of any rules or regulations adopted in accordance with section 47a-9 or 21-70;

(D) nonpayment of rent within the grace period provided for residential property in section 47a-15a or 21-83;

(E) nonpayment of rent when due for commercial property;

(F) violation of section 47a-11 or subsection (b) of section 21-82;

(G) nuisance, as defined in section 47a-32, or serious nuisance, as defined in section 47a-15 or 21-80; or (2) when such premises, or any part thereof, is occupied by one who never had a right or privilege to occupy such premises; or (3) when one originally had the right or privilege to occupy such premises but such right or privilege has terminated; or (4) when an action of summary process or other action to dispossess a tenant is authorized under subsection (b) of section 47a-23c for any of the following reasons:

(A) Refusal to agree to a fair and equitable rent increase, as defined in subsection (c) of section 47a-23c,

(B) permanent removal by the landlord of the dwelling unit of such tenant from the housing market, or

(C) bona fide intention by the landlord to use such dwelling unit as such landlord's principal residence; or (5) when a farm employee, as described in section 47a-30, or a domestic servant, caretaker, manager or other employee, as described in subsection (b) of section 47a-36, occupies such premises furnished by the employer and fails to vacate such premises after employment is terminated by such employee or the employer or after such employee fails to report for employment, such owner or lessor, or such owner's or lessor's legal representative, or such owner's or lessor's attorney-at-law, or in-fact, shall give notice to each lessee or occupant to quit possession or occupancy of such land, building, apartment or dwelling unit, at least three days before the termination of the rental agreement or lease, if any, or before the time specified in the notice for the lessee or occupant to quit possession or occupancy.

(b) The notice shall be in writing substantially in the following form: I (or we) hereby give you notice that you are to quit possession or occupancy of the (land, building, apartment or dwelling unit, or of any trailer or any land upon which a trailer is used or stands, as the case may be), now occupied by you at (here insert the address, including apartment number or other designation, as applicable), on or before the (here insert the date) for the following reason (here insert the reason or reasons for the notice to quit possession or occupancy using the statutory language or words of similar import, also the date and place of signing notice). A.B.. If the owner or lessor, or the owner's or lessor's legal representative, attorney-at-law or attorney-in-fact knows of the presence of an occupant but does not know the name of such occupant, the notice

for such occupant may be addressed to such occupant as John Doe, Jane Doe or some other alias which reasonably characterizes the person to be served.

(c) A copy of such notice shall be delivered to each lessee or occupant or left at such lessee's or occupant's place of residence or, if the rental agreement or lease concerns commercial property, at the place of the commercial establishment by a proper officer or indifferent person. Delivery of such notice may be made on any day of the week.

(d) With respect to a month-to-month or a week-to-week tenancy of a dwelling unit, a notice to quit possession based on nonpayment of rent shall, upon delivery, terminate the rental agreement for the month or week in which the notice is delivered, convert the month-to-month or week-to-week tenancy to a tenancy at sufferance and provide proper basis for a summary process action notwithstanding that such notice was delivered in the month or week after the month or week in which the rent is alleged to be unpaid.

(e) A termination notice required pursuant to federal law and regulations may be included in or combined with the notice required pursuant to this section and such inclusion or combination does not thereby render the notice required pursuant to this section equivocal, provided the rental agreement or lease shall not terminate until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of completion of the pretermination process, whichever is later. A use and occupancy disclaimer may be included in or combined with such notice, provided that such disclaimer does not take effect until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of the completion of the pretermination process, whichever is later. Such inclusion or combination does not thereby render the notice required pursuant to this section equivocal. Such disclaimer shall be in substantially the following form: Any payments tendered after the date specified to quit possession or occupancy, or the date of the completion of the pretermination process if that is later, will be accepted for use and occupancy only and not for rent, with full reservation of rights to continue with the eviction action.

Conn. Gen. Stat. § 47a-23

(1949 Rev., S. 8274; 1949, S. 3217d; 1957, P.A. 291, S. 1; 1959, P.A. 28, S. 130; 1969, P.A. 313, S. 1; P.A. 74-183, S. 115, 291; P.A. 76-95, S. 23, 27; 76-435, S. 75, 82; 76-436, S. 102, 681; P.A. 77-451, S. 5; P.A. 78-280, S. 61, 127; P.A. 79-571, S. 46; P.A. 80-399, S. 1; P.A. 81-237; P.A. 82-274, S. 1; P.A. 86-210; 86-286, S. 2; P.A. 87-507, S. 1; P.A. 89-254, S. 8; P.A. 90-230, S. 98, 101; P.A. 91-5; 91-383, S. 18; P.A. 92-171, S. 1; May Sp. Sess. P.A. 92-11, S. 38, 70; P.A. 93-185; 93-209, S. 1; P.A. 95-247, S. 1; P.A. 97-231, S. 10; P.A. 99-221; P.A. 04-127, S. 3.)

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possession for nonpayment of rent must be based on lease and will not be successful when plaintiff and defendant had not agreed on any terms. 6 Conn. Cir. Ct. 1. Annotations to present section: Cited. 202 Conn. 128; 209 C. 724; 215 C. 701; 225 Conn. 600; 231 C. 213; Id., 923; 233 C. 213. Landlord, after withdrawing its complaint in a summary process action, is required to serve a new notice to quit prior to commencing a new summary process action against a tenant under Sec. 47a-23a. 292 C. 459. Cited. 4 CA 162; Id., 627; 5 Conn.App. 101; 6 CA 373; 7 Conn.App. 301; Id., 639; 9 CA 477; 11 CA 360; 13 Conn.App. 150; 16 Conn.App. 574; 18 CA 384; 19 Conn.App. 483; Id., 564; 20 CA 159; 27 CA 530; 28 Conn.App. 684; 31 Conn.App. 575. The covenant of quiet enjoyment operates as a shield for the lessee in protecting his possessory interests in his leasehold; it does not serve as a sword of the landlord to terminate a lease agreement. 35 CA 185. Cited. 36 CA 432. Legislature did not intend to give an owner and lessor, but not a sublessor, an expeditious means of obtaining possession of the premises from a commercial tenant for nonpayment of rent; thus, plaintiff, as sublessor, could avail itself of section. 81 Conn.App. 486. Property owner may bring summary process action against one who has no right or privilege to occupy the premises without having to allege that the occupier is a tenant; furthermore, because statute requires party seeking summary process only to allege and prove ownership of the subject property and to assert a demand for possession, defendants could not prevail on their claim that plaintiff failed to prove that it was in possession of the premises or that it sought possession. 88 CA 661. Court order restoring tenant to possession in entry and detainer action did not create a new tenancy and plaintiff in summary process action was not required to serve a new notice to quit possession. 121 CA 790. The use of or indicates the disjunctive, therefore notice need not reflect both the owner's identity and the identity of the owner's legal representative, attorney-at-law or attorney-in-fact. 128 CA 805. Property manager's statements, including those of wanting to avoid court and attorneys and willingness to forgive 2-months unpaid rent, rendered previous unequivocal notice to quit equivocal, and was contrary to goal of insulating tenant from confusion and uncertainty. 132 CA 582. Although notice to quit did not set out the specific violation of the lease, it stated that defendant had to quit the premises due to violations of the lease and tracked the language of Subsec. (a), which met the requirements of Subsec. (b) re notices to quit. 133 Conn.App. 1. Sovereign immunity to action under statute claimed; not waived by entering into lease under former Sec. 4-128; nonpayment of rent not a taking in constitutional sense which would nullify defense of sovereign immunity. 35 CS 180. Statute does not require the existence of a landlord-tenant relationship or consistency of ownership for an owner to evict. Id., 233. Defendant to tenant's unsolicited mailing of money order for next month's rent to landlord after issuance of notice to quit and prior to issuance of complaint and plaintiff's mere retention of money order was insufficient to constitute acceptance of rent; to constitute acceptance, retention requires demonstration of ownership such as endorsement or actual cashing of check; issuance of complaint one day after receipt of rental offer was unequivocal manifestation of plaintiff's rejection of tenant's rental offer. Id., 258. Cited. Id., 274; Id., 297. Notice to quit may be signed by duly authorized attorney. Id., 549. Discovery is available in summary process proceedings; summary process deemed and intended by legislature to be civil action. 36 Conn.Supp. 47. Cited. Id., 626; 37 CS 654; 38 Conn.Supp. 1; Id., 8; Id., 70; Id., 341; 40 Conn.Supp. 4; Id., 100. Subsec. (a): Where notice to quit provided wrong year for date to quit, trial court properly found that defect was circumstantial under Sec. 52-123 and that defendant had received actual notice in accordance with Subsec.

292 C. 381. Notice to quit signed by associate in lead attorney's name followed by associate's initials and with the explicit authorization of lead attorney satisfied requirement that notice to quit be given by owner's legal representative. 315 C. 387. If lease is subsequent to mortgage, foreclosure extinguishes lease. 52 CA 37. Reasons for issuing a notice to quit set forth in Subsec. are the only reasons that an owner may rely on for issuing a valid notice to quit; where owner relies on Subdiv. (4) in notice to quit, but fails to show that tenant was member of the class described in Sec. 47a-23c, the notice is invalid; prefatory language in Subdiv. (4) indicates that legislature intended Subdiv. to apply only to summary process actions authorized by Sec. 47a-23c(b) and only to the protected class of tenants described therein. 68 CA 638. Where legal title to real property rested with estate of decedent, it was within executor's power, as fiduciary and legal representative of the estate, to maintain summary process action on behalf of estate. 118 CA 577. Subdiv. (3): Valid notice to quit can occur simultaneously with termination of right or privilege to occupy. 144 CA 188.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 3-day notice required. After notice is given, rental agreement is terminated, and tenancy converts to a tenancy at sufferance providing basis for Summary Process.

Legal Statute:

(a) When the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law, or in-fact, desires to obtain possession or occupancy of any land or building, any apartment in any building, any dwelling unit, any trailer, or any land upon which a trailer is used or stands, and (1) when a rental agreement or lease of such property, whether in writing or by parol, terminates for any of the following reasons:

(A) By lapse of time;

(B) by reason of any expressed stipulation therein;

(C) violation of the rental agreement or lease or of any rules or regulations adopted in accordance with section 47a-9 or 21-70;

(D) nonpayment of rent within the grace period provided for residential property in section 47a-15a or 21-83;

(E) nonpayment of rent when due for commercial property;

(F) violation of section 47a-11 or subsection (b) of section 21-82;

(G) nuisance, as defined in section 47a-32, or serious nuisance, as defined in section 47a-15 or 21-80; or (2) when such premises, or any part thereof, is occupied by one who never had a right or privilege to occupy such premises; or (3) when one originally had the right or privilege to occupy such premises but such right or privilege has terminated; or (4) when an action of

summary process or other action to dispossess a tenant is authorized under subsection (b) of section 47a-23c for any of the following reasons:

(A) Refusal to agree to a fair and equitable rent increase, as defined in subsection (c) of section 47a-23c,

(B) permanent removal by the landlord of the dwelling unit of such tenant from the housing market, or

(C) bona fide intention by the landlord to use such dwelling unit as such landlord's principal residence; or (5) when a farm employee, as described in section 47a-30, or a domestic servant, caretaker, manager or other employee, as described in subsection (b) of section 47a-36, occupies such premises furnished by the employer and fails to vacate such premises after employment is terminated by such employee or the employer or after such employee fails to report for employment, such owner or lessor, or such owner's or lessor's legal representative, or such owner's or lessor's attorney-at-law, or in-fact, shall give notice to each lessee or occupant to quit possession or occupancy of such land, building, apartment or dwelling unit, at least three days before the termination of the rental agreement or lease, if any, or before the time specified in the notice for the lessee or occupant to quit possession or occupancy.

(b) The notice shall be in writing substantially in the following form: I (or we) hereby give you notice that you are to quit possession or occupancy of the (land, building, apartment or dwelling unit, or of any trailer or any land upon which a trailer is used or stands, as the case may be), now occupied by you at (here insert the address, including apartment number or other designation, as applicable), on or before the (here insert the date) for the following reason (here insert the reason or reasons for the notice to quit possession or occupancy using the statutory language or words of similar import, also the date and place of signing notice). A.B.. If the owner or lessor, or the owner's or lessor's legal representative, attorney-at-law or attorney-in-fact knows of the presence of an occupant but does not know the name of such occupant, the notice for such occupant may be addressed to such occupant as John Doe, Jane Doe or some other alias which reasonably characterizes the person to be served.

(c) A copy of such notice shall be delivered to each lessee or occupant or left at such lessee's or occupant's place of residence or, if the rental agreement or lease concerns commercial property, at the place of the commercial establishment by a proper officer or indifferent person. Delivery of such notice may be made on any day of the week.

(d) With respect to a month-to-month or a week-to-week tenancy of a dwelling unit, a notice to quit possession based on nonpayment of rent shall, upon delivery, terminate the rental agreement for the month or week in which the notice is delivered, convert the month-to-month or week-to-week tenancy to a tenancy at sufferance and provide proper basis for a summary process action notwithstanding that such notice was delivered in the month or week after the month or week in which the rent is alleged to be unpaid.

(e) A termination notice required pursuant to federal law and regulations may be included in or combined with the notice required pursuant to this section and such inclusion or combination does not thereby render the notice required pursuant to this section equivocal, provided the rental agreement or lease shall not terminate until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of completion of the pretermination process, whichever is later. A use and occupancy disclaimer may be included in or combined with such notice, provided that such disclaimer does not take effect until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of the completion of the pretermination process, whichever is later. Such inclusion or combination does not thereby render the notice required pursuant to this section equivocal. Such disclaimer shall be in substantially the following form: Any payments tendered after the date specified to quit possession or occupancy, or the date of the completion of the pretermination process if that is later, will be accepted for use and occupancy only and not for rent, with full reservation of rights to continue with the eviction action.

Conn. Gen. Stat. § 47a-23

(1949 Rev., S. 8274; 1949, S. 3217d; 1957, P.A. 291, S. 1; 1959, P.A. 28, S. 130; 1969, P.A. 313, S. 1; P.A. 74-183, S. 115, 291; P.A. 76-95, S. 23, 27; 76-435, S. 75, 82; 76-436, S. 102, 681; P.A. 77-451, S. 5; P.A. 78-280, S. 61, 127; P.A. 79-571, S. 46; P.A. 80-399, S. 1; P.A. 81-237; P.A. 82-274, S. 1; P.A. 86-210; 86-286, S. 2; P.A. 87-507, S. 1; P.A. 89-254, S. 8; P.A. 90-230, S. 98, 101; P.A. 91-5; 91-383, S. 18; P.A. 92-171, S. 1; May Sp. Sess. P.A. 92-11, S. 38, 70; P.A. 93-185; 93-209, S. 1; P.A. 95-247, S. 1; P.A. 97-231, S. 10; P.A. 99-221; P.A. 04-127, S. 3.)

Annotations to former section 52-532: Statute is to be strictly construed. 12 C. 259; 14 C. 277. Termination of lease. 12 C. 559. Lessor need not directly authorize the particular person who leaves the notice to do so. 14 C. 276. Pleading. Id.; 32 C. 348. Landlord has no right to enter peaceably in tenant's absence and afterward hold possession by force. 23 C. 310; 52 C. 16. When statutory notice supersedes 6 months' notice in estates from year to year. 23 C. 317. Statute supersedes no common-law remedies except the notice to quit and the form of procedure. 29 C. 337. Writ issued by one justice may be made returnable to another. 36 C. 205. Judgment for plaintiff is conclusive evidence that defendant was his tenant. 48 C. 22. Conservator may bring action of summary process in his own name. 55 C. 116. Terms of notice held sufficient. 66 C. 438. Error in year stated for return day held immaterial. 70 C. 348. Character of possession held admissible under the issue. 73 C. 86. Purpose of act. 79 C. 308. Trustee may bring action to free trust from an encumbrance at a time after he is required to convey the property in fee. 91 C. 667. Waiver in lease of demand for rent and reentry; effect of justice judgment and record; waiver of forfeiture relied on as a defense. 92 C. 144. When equity will enjoin prosecution of summary process action. 93 C. 638; 96 C. 630; Id., 645. That action is brought on behalf of one who has agreed to purchase property, nil. sig. 94 C. 452. When statutory procedure of limited application lies. 95 C. 69; 102 C. 694. Duplicate, not attested copy, of notice to quit is necessary. 97 C. 66. History of statute. Id., 72. Tenancy at will terminated by reasonable notice to quit. 102 C. 640. Should be returned to justice in town where land lies, thereafter transferable to justice in town where either party resides; informalities in

adjournment waived if parties eventually appear and are heard; action could be transferred by stipulation of parties under former Sec. 51-99. 104 C. 294. Necessary and only basis of summary process is that lease has terminated, not that rent is unpaid in itself. 125 C. 550. Notice may be signed by lessor's attorney. Id., 552. Defendant may not interpose counterclaim for declaratory judgment and damages and thereby secure transfer to Superior Court. 131 C. 528. Delay in bringing action after effective day of notice, if not unreasonable, will not prevent its maintenance. 132 C. 622. Notice describing property by wrong street number is invalid. 133 C. 95. Relief demanded in complaint is the determinative factor concerning the right of appeal. 134 C. 649. It is essential that lease should have terminated in one of ways specified. 135 C. 364. Cited. Id., 392; 144 C. 80. Essential to action that there has been a lease between parties and that it has terminated. 138 C. 474; 139 C. 598. Duplicate copy provision satisfied when original and duplicate differ merely in circumstantial discrepancies. 141 C. 247. Cited. 159 C. 64. Despite purpose of summary process to avoid delay loss and expense, stay of proceedings is not a final judgment and therefore not appealable. 164 C. 287. Cited. 6 CS 156; 8 CS 389. Notice to quit possession equally valid whether served 10 days before termination of the lease or at least 10 days before the time specified in the notice for the lessee to quit possession. 12 CS 264. Cited. 13 CS 441. Nature of summary process discussed. 15 CS 141. Notices to quit which are served on two or more tenants need not be identical; statute merely requires that they be duplicates of their originals; a notice addressed specifically to one tenant and another notice addressed specifically to another tenant met the statutory requirements. 23 CS 291. Summary process is available only where there is a lease and it has been terminated; action is limited to cases where the issue of the expiration of the lease is simple issue of fact, not complicated by questions as to the proper legal construction of the lease. Id., 388. Quasi-public landlord must conduct informal hearing before commencing summary process action; section discussed and constitutionality questioned. 33 CS 15. Period of at least ten days excludes both terminal days. 3 Conn. Cir. Ct. 385. After making use of the benefits of summary process, defendant could not then disclaim its applicability to him when it appeared to be to his disadvantage. Id., 561, 564. Cited. 5 Conn. Cir. Ct. 265. Notice to quit to be served 10 days before date of expiration of lease if one exists; if not, 10 days before time specified by notice to quit. Id., 419. Action for possession for nonpayment of rent must be based on lease and will not be successful when plaintiff and defendant had not agreed on any terms. 6 Conn. Cir. Ct. 1. Annotations to present section: Cited. 202 Conn. 128; 209 C. 724; 215 C. 701; 225 Conn. 600; 231 C. 213; Id., 923; 233 C. 213. Landlord, after withdrawing its complaint in a summary process action, is required to serve a new notice to quit prior to commencing a new summary process action against a tenant under Sec. 47a-23a. 292 C. 459. Cited. 4 CA 162; Id., 627; 5 Conn.App. 101; 6 CA 373; 7 Conn.App. 301; Id., 639; 9 CA 477; 11 CA 360; 13 Conn.App. 150; 16 Conn.App. 574; 18 CA 384; 19 Conn.App. 483; Id., 564; 20 CA 159; 27 CA 530; 28 Conn.App. 684; 31 Conn.App. 575. The covenant of quiet enjoyment operates as a shield for the lessee in protecting his possessory interests in his leasehold; it does not serve as a sword of the landlord to terminate a lease agreement. 35 CA 185. Cited. 36 CA 432. Legislature did not intend to give an owner and lessor, but not a sublessor, an expeditious means of obtaining possession of the premises from a commercial tenant for nonpayment of rent; thus, plaintiff, as sublessor, could avail itself of section. 81 Conn.App. 486. Property owner may bring summary process action against one who has no right or privilege to occupy the premises without having to allege that the occupier is a

tenant; furthermore, because statute requires party seeking summary process only to allege and prove ownership of the subject property and to assert a demand for possession, defendants could not prevail on their claim that plaintiff failed to prove that it was in possession of the premises or that it sought possession. 88 CA 661. Court order restoring tenant to possession in entry and detainer action did not create a new tenancy and plaintiff in summary process action was not required to serve a new notice to quit possession. 121 CA 790. The use of or indicates the disjunctive, therefore notice need not reflect both the owner's identity and the identity of the owner's legal representative, attorney-at-law or attorney-in-fact. 128 CA 805. Property manager's statements, including those of wanting to avoid court and attorneys and willingness to forgive 2-months unpaid rent, rendered previous unequivocal notice to quit equivocal, and was contrary to goal of insulating tenant from confusion and uncertainty. 132 CA 582. Although notice to quit did not set out the specific violation of the lease, it stated that defendant had to quit the premises due to violations of the lease and tracked the language of Subsec. (a), which met the requirements of Subsec. (b) re notices to quit. 133 Conn.App. 1. Sovereign immunity to action under statute claimed; not waived by entering into lease under former Sec. 4-128; nonpayment of rent not a taking in constitutional sense which would nullify defense of sovereign immunity. 35 CS 180. Statute does not require the existence of a landlord-tenant relationship or consistency of ownership for an owner to evict. Id., 233. Defendant to tenant's unsolicited mailing of money order for next month's rent to landlord after issuance of notice to quit and prior to issuance of complaint and plaintiff's mere retention of money order was insufficient to constitute acceptance of rent; to constitute acceptance, retention requires demonstration of ownership such as endorsement or actual cashing of check; issuance of complaint one day after receipt of rental offer was unequivocal manifestation of plaintiff's rejection of tenant's rental offer. Id., 258. Cited. Id., 274; Id., 297. Notice to quit may be signed by duly authorized attorney. Id., 549. Discovery is available in summary process proceedings; summary process deemed and intended by legislature to be civil action. 36 Conn.Supp. 47. Cited. Id., 626; 37 CS 654; 38 Conn.Supp. 1; Id., 8; Id., 70; Id., 341; 40 Conn.Supp. 4; Id., 100. Subsec. (a): Where notice to quit provided wrong year for date to quit, trial court properly found that defect was circumstantial under Sec. 52-123 and that defendant had received actual notice in accordance with Subsec. 292 C. 381. Notice to quit signed by associate in lead attorney's name followed by associate's initials and with the explicit authorization of lead attorney satisfied requirement that notice to quit be given by owner's legal representative. 315 C. 387. If lease is subsequent to mortgage, foreclosure extinguishes lease. 52 CA 37. Reasons for issuing a notice to quit set forth in Subsec. are the only reasons that an owner may rely on for issuing a valid notice to quit; where owner relies on Subdiv. (4) in notice to quit, but fails to show that tenant was member of the class described in Sec. 47a-23c, the notice is invalid; prefatory language in Subdiv. (4) indicates that legislature intended Subdiv. to apply only to summary process actions authorized by Sec. 47a-23c(b) and only to the protected class of tenants described therein. 68 CA 638. Where legal title to real property rested with estate of decedent, it was within executor's power, as fiduciary and legal representative of the estate, to maintain summary process action on behalf of estate. 118 CA 577. Subdiv. (3): Valid notice to quit can occur simultaneously with termination of right or privilege to occupy. 144 CA 188.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute but general notice to terminate a tenancy is 3 days per Conn. Gen. Stat. § 47a-23.

Legal Statute: No Statute

Notice of date/time of Move-Out Inspection:

Legal Statute: No Statute

Notice of Termination for Nonpayment:

What This Means: 3-day notice required

Legal Statute:

(a) When the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law, or in-fact, desires to obtain possession or occupancy of any land or building, any apartment in any building, any dwelling unit, any trailer, or any land upon which a trailer is used or stands, and (1) when a rental agreement or lease of such property, whether in writing or by parol, terminates for any of the following reasons:

(A) By lapse of time;

(B) by reason of any expressed stipulation therein;

(C) violation of the rental agreement or lease or of any rules or regulations adopted in accordance with section 47a-9 or 21-70;

(D) nonpayment of rent within the grace period provided for residential property in section 47a-15a or 21-83;

(E) nonpayment of rent when due for commercial property;

(F) violation of section 47a-11 or subsection (b) of section 21-82;

(G) nuisance, as defined in section 47a-32, or serious nuisance, as defined in section 47a-15 or 21-80; or (2) when such premises, or any part thereof, is occupied by one who never had a right or privilege to occupy such premises; or (3) when one originally had the right or privilege to occupy such premises but such right or privilege has terminated; or (4) when an action of summary process or other action to dispossess a tenant is authorized under subsection (b) of section 47a-23c for any of the following reasons:

(A) Refusal to agree to a fair and equitable rent increase, as defined in subsection (c) of section 47a-23c,

(B) permanent removal by the landlord of the dwelling unit of such tenant from the housing market, or

(C) bona fide intention by the landlord to use such dwelling unit as such landlord's principal residence; or (5) when a farm employee, as described in section 47a-30, or a domestic servant, caretaker, manager or other employee, as described in subsection (b) of section 47a-36, occupies such premises furnished by the employer and fails to vacate such premises after employment is terminated by such employee or the employer or after such employee fails to report for employment, such owner or lessor, or such owner's or lessor's legal representative, or such owner's or lessor's attorney-at-law, or in-fact, shall give notice to each lessee or occupant to quit possession or occupancy of such land, building, apartment or dwelling unit, at least three days before the termination of the rental agreement or lease, if any, or before the time specified in the notice for the lessee or occupant to quit possession or occupancy.

(b) The notice shall be in writing substantially in the following form: I (or we) hereby give you notice that you are to quit possession or occupancy of the (land, building, apartment or dwelling unit, or of any trailer or any land upon which a trailer is used or stands, as the case may be), now occupied by you at (here insert the address, including apartment number or other designation, as applicable), on or before the (here insert the date) for the following reason (here insert the reason or reasons for the notice to quit possession or occupancy using the statutory language or words of similar import, also the date and place of signing notice). A.B.. If the owner or lessor, or the owner's or lessor's legal representative, attorney-at-law or attorney-in-fact knows of the presence of an occupant but does not know the name of such occupant, the notice for such occupant may be addressed to such occupant as John Doe, Jane Doe or some other alias which reasonably characterizes the person to be served.

(c) A copy of such notice shall be delivered to each lessee or occupant or left at such lessee's or occupant's place of residence or, if the rental agreement or lease concerns commercial property, at the place of the commercial establishment by a proper officer or indifferent person. Delivery of such notice may be made on any day of the week.

(d) With respect to a month-to-month or a week-to-week tenancy of a dwelling unit, a notice to quit possession based on nonpayment of rent shall, upon delivery, terminate the rental agreement for the month or week in which the notice is delivered, convert the month-to-month or week-to-week tenancy to a tenancy at sufferance and provide proper basis for a summary process action notwithstanding that such notice was delivered in the month or week after the month or week in which the rent is alleged to be unpaid.

(e) A termination notice required pursuant to federal law and regulations may be included in or combined with the notice required pursuant to this section and such inclusion or combination does not thereby render the notice required pursuant to this section equivocal, provided the rental agreement or lease shall not terminate until after the date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of completion of the pretermination process, whichever is later. A use and occupancy disclaimer may be included in or combined with such notice, provided that such disclaimer does not take effect until after the

date specified in the notice for the lessee or occupant to quit possession or occupancy or the date of the completion of the pretermination process, whichever is later. Such inclusion or combination does not thereby render the notice required pursuant to this section equivocal. Such disclaimer shall be in substantially the following form: Any payments tendered after the date specified to quit possession or occupancy, or the date of the completion of the pretermination process if that is later, will be accepted for use and occupancy only and not for rent, with full reservation of rights to continue with the eviction action. Conn. Gen. Stat. § 47a-23 (1949 Rev., S. 8274; 1949, S. 3217d; 1957, P.A. 291, S. 1; 1959, P.A. 28, S. 130; 1969, P.A. 313, S. 1; P.A. 74-183, S. 115, 291; P.A. 76-95, S. 23, 27; 76-435, S. 75, 82; 76-436, S. 102, 681; P.A. 77-451, S. 5; P.A. 78-280, S. 61, 127; P.A. 79-571, S. 46; P.A. 80-399, S. 1; P.A. 81-237; P.A. 82-274, S. 1; P.A. 86-210; 86-286, S. 2; P.A. 87-507, S. 1; P.A. 89-254, S. 8; P.A. 90-230, S. 98, 101; P.A. 91-5; 91-383, S. 18; P.A. 92-171, S. 1; May Sp. Sess. P.A. 92-11, S. 38, 70; P.A. 93-185; 93-209, S. 1; P.A. 95-247, S. 1; P.A. 97-231, S. 10; P.A. 99-221; P.A. 04-127, S. 3.)

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Cited. Id., 392; 144 C. 80. Essential to action that there has been a lease between parties and that it has terminated. 138 C. 474; 139 C. 598. Duplicate copy provision satisfied when original and duplicate differ merely in circumstantial discrepancies. 141 C. 247. Cited. 159 C. 64. Despite purpose of summary process to avoid delay loss and expense, stay of proceedings is not a final judgment and therefore not appealable. 164 C. 287. Cited. 6 CS 156; 8 CS 389. Notice to quit possession equally valid whether served 10 days before termination of the lease or at least 10 days before the time specified in the notice for the lessee to quit possession. 12 CS 264. Cited. 13 CS 441. Nature of summary process discussed. 15 CS 141. Notices to quit which are served on two or more tenants need not be identical; statute merely requires that they be duplicates of their originals; a notice addressed specifically to one tenant and another notice addressed specifically to another tenant met the statutory requirements. 23 CS 291. Summary process is available only where there is a lease and it has been terminated; action is limited to cases where the issue of the expiration of the lease is simple issue of fact, not complicated by questions as to the proper legal construction of the lease. Id., 388. Quasi-public landlord must conduct informal hearing before commencing summary process action; section discussed and constitutionality questioned. 33 CS 15. Period of at least ten days excludes both terminal days. 3 Conn. Cir. Ct. 385. After making use of the benefits of summary process, defendant could not then disclaim its applicability to him when it appeared to be to his disadvantage. Id., 561, 564. Cited. 5 Conn. Cir. Ct. 265. Notice to quit to be served 10 days before date of expiration of lease if one exists; if not, 10 days before time specified by notice to quit. Id., 419. Action for possession for nonpayment of rent must be based on lease and will not be successful when plaintiff and defendant had not agreed on any terms. 6 Conn. Cir. Ct. 1. Annotations to present section: Cited. 202 Conn. 128; 209 C. 724; 215 C. 701; 225 Conn. 600; 231 C. 213; Id., 923; 233 C. 213. Landlord, after withdrawing its complaint in a summary process action, is required to serve a new notice to quit prior to commencing a new summary process action against a tenant under Sec. 47a-23a. 292 C. 459. Cited. 4 CA 162; Id., 627; 5 Conn.App. 101; 6 CA 373; 7 Conn.App. 301; Id., 639; 9 CA 477; 11 CA 360; 13 Conn.App. 150; 16 Conn.App. 574; 18 CA 384; 19 Conn.App. 483; Id., 564; 20 CA 159; 27 CA 530; 28 Conn.App. 684; 31 Conn.App. 575. The covenant of quiet enjoyment operates as a shield for the lessee in protecting his possessory interests in his leasehold; it does not serve as a sword of the landlord to terminate a lease agreement. 35 CA 185. Cited. 36 CA 432. Legislature did not intend to give an owner and lessor, but not a sublessor, an expeditious means of obtaining possession of the premises from a commercial tenant for nonpayment of rent; thus, plaintiff, as sublessor, could avail itself of section. 81 Conn.App. 486. Property owner may bring summary process action against one who has no right or privilege to occupy the premises without having to allege that the occupier is a tenant; furthermore, because statute requires party seeking summary process only to allege and prove ownership of the subject property and to assert a demand for possession, defendants could not prevail on their claim that plaintiff failed to prove that it was in possession of the premises or that it sought possession. 88 CA 661. Court order restoring tenant to possession in entry and detainer action did not create a new tenancy and plaintiff in summary process action was not required to serve a new notice to quit possession. 121 CA 790. The use of or indicates the disjunctive, therefore notice need not reflect both the owner's identity and the identity of the owner's legal representative, attorney-at-law or attorney-in-fact. 128 CA 805. Property manager's statements, including those of wanting to avoid court and attorneys and willingness

to forgive 2-months unpaid rent, rendered previous unequivocal notice to quit equivocal, and was contrary to goal of insulating tenant from confusion and uncertainty. 132 CA 582. Although notice to quit did not set out the specific violation of the lease, it stated that defendant had to quit the premises due to violations of the lease and tracked the language of Subsec. (a), which met the requirements of Subsec. (b) re notices to quit. 133 Conn.App. 1. Sovereign immunity to action under statute claimed; not waived by entering into lease under former Sec. 4-128; nonpayment of rent not a taking in constitutional sense which would nullify defense of sovereign immunity. 35 CS 180. Statute does not require the existence of a landlord-tenant relationship or consistency of ownership for an owner to evict. Id., 233. Defendant to tenant's unsolicited mailing of money order for next month's rent to landlord after issuance of notice to quit and prior to issuance of complaint and plaintiff's mere retention of money order was insufficient to constitute acceptance of rent; to constitute acceptance, retention requires demonstration of ownership such as endorsement or actual cashing of check; issuance of complaint one day after receipt of rental offer was unequivocal manifestation of plaintiff's rejection of tenant's rental offer. Id., 258. Cited. Id., 274; Id., 297. Notice to quit may be signed by duly authorized attorney. Id., 549. Discovery is available in summary process proceedings; summary process deemed and intended by legislature to be civil action. 36 Conn.Supp. 47. Cited. Id., 626; 37 CS 654; 38 Conn.Supp. 1; Id., 8; Id., 70; Id., 341; 40 Conn.Supp. 4; Id., 100. Subsec. (a): Where notice to quit provided wrong year for date to quit, trial court properly found that defect was circumstantial under Sec. 52-123 and that defendant had received actual notice in accordance with Subsec. 292 C. 381. Notice to quit signed by associate in lead attorney's name followed by associate's initials and with the explicit authorization of lead attorney satisfied requirement that notice to quit be given by owner's legal representative. 315 C. 387. If lease is subsequent to mortgage, foreclosure extinguishes lease. 52 CA 37. Reasons for issuing a notice to quit set forth in Subsec. are the only reasons that an owner may rely on for issuing a valid notice to quit; where owner relies on Subdiv. (4) in notice to quit, but fails to show that tenant was member of the class described in Sec. 47a-23c, the notice is invalid; prefatory language in Subdiv. (4) indicates that legislature intended Subdiv. to apply only to summary process actions authorized by Sec. 47a-23c(b) and only to the protected class of tenants described therein. 68 CA 638. Where legal title to real property rested with estate of decedent, it was within executor's power, as fiduciary and legal representative of the estate, to maintain summary process action on behalf of estate. 118 CA 577. Subdiv. (3): Valid notice to quit can occur simultaneously with termination of right or privilege to occupy. 144 CA 188.

Notice for Lease Violation:

What This Means: 15-day notice required

Legal Statute:

Prior to the commencement of a summary process action, except in the case in which the landlord elects to proceed under sections 47a-23 to 47a-23b, inclusive, to evict based on nonpayment of rent, on conduct by the tenant which constitutes a serious nuisance or on a violation of subsection (h) of section 47a-11, if there is a material noncompliance with section 47a-11 which materially affects the health and safety of the other tenants or materially affects

the physical condition of the premises, or if there is a material noncompliance by the tenant with the rental agreement or a material noncompliance with the rules and regulations adopted in accordance with section 47a-9, and the landlord chooses to evict based on such noncompliance, the landlord shall deliver a written notice to the tenant specifying the acts or omissions constituting the breach and that the rental agreement shall terminate upon a date not less than fifteen days after receipt of the notice. If such breach can be remedied by repair by the tenant or payment of damages by the tenant to the landlord, and such breach is not so remedied within such fifteen-day period, the rental agreement shall terminate except that (1) if the breach is remediable by repairs or the payment of damages and the tenant adequately remedies the breach within such fifteen-day period, the rental agreement shall not terminate; or (2) if substantially the same act or omission for which notice was given recurs within six months, the landlord may terminate the rental agreement in accordance with the provisions of sections 47a-23 to 47a-23b, inclusive. For the purposes of this section, serious nuisance means

(A) inflicting bodily harm upon another tenant or the landlord or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out,

(B) substantial and wilful destruction of part of the dwelling unit or premises,

(C) conduct which presents an immediate and serious danger to the safety of other tenants or the landlord, or

(D) using the premises or allowing the premises to be used for prostitution or the illegal sale of drugs or, in the case of a housing authority, using any area within fifteen hundred feet of any housing authority property in which the tenant resides for the illegal sale of drugs. If the landlord elects to evict based upon an allegation, pursuant to subsection (g) of section 47a-11, that the tenant failed to require other persons on the premises with his consent to conduct themselves in a manner that will not constitute a serious nuisance, and the tenant claims to have had no knowledge of such conduct, then, if the landlord establishes that the premises or, in the case of a landlord that is a housing authority, the premises or any area within fifteen hundred feet of any housing authority property in which the tenant resides has been used for the illegal sale of drugs, the burden shall be on the tenant to show that he had no knowledge of the creation of the serious nuisance.

Conn. Gen. Stat. § 47a-15

(P.A. 76-95, S. 16, 27; 76-435, S. 75, 82; P.A. 79-571, S. 35; P.A. 80-288; P.A. 86-267, S. 2; P.A. 89-254, S. 4; P.A. 95-247, S. 6; P.A. 97-231, S. 2.)

Cited. 202 C. 128; 224 C. 903. Plaintiff required to give defendant notice before instituting summary process action. 225 Conn. 600. Cited. 235 C. 650. Cited. 5 Conn.App. 101; 13 Conn.App. 150; 19 Conn.App. 564. Clear intent to treat differently those committing a serious nuisance and those failing to require others to desist from committing a serious nuisance. 28 Conn.App. 684. Cited. 32 Conn.App. 133. Subpara. (D): Defendant's appeal dismissed for

mootness. 57 CA 731. Provisions are not restricted to actions of tenant and should take into account actions of tenant's guests. 79 Conn.App. 300. Does not require landlord in summary process action to allege in pleading tenant's failure to remedy violations specified in pretermination notice. 95 CA 802. Where notice to quit referred only to defendant's creation of serious nuisance by engaging in conduct which presents an immediate danger to other tenants or the landlord pursuant to Subpara. (C), and court's judgment in favor of plaintiff rested on conclusion that defendant threatened to inflict bodily harm pursuant to Subpara. (A), court had no subject matter jurisdiction to evict on a ground other than one charged in the notice to quit and discrepancy deprived defendant of notice of claims to be addressed by court. 123 CA 295. As defendant was not a tenant and had no right or privilege to occupy the premises, defendant was not entitled to a separate pretermination notice because defendant could not remedy the violation except by quitting the premises. 124 CA 728. Tenant cannot repair a breach of lease when the breach consists of drug related criminal activity. 129 CA 313. Use of may instead of shall in statute does not render requirement of notice directory rather than mandatory; may is to be construed as shall when necessary to effect manifest legislative intent. 35 Conn.Supp. 274. Cited. Id., 297; 37 CS 534; 38 Conn.Supp. 683. Plaintiff landlord was exempt under statute from serving pretermination notice to tenant evicted as a result of arrest off the premises for illegal sale of drugs; alleged acts by tenant arguably fall within definition of serious nuisance under statute. 50 CS 125.

Required Notice before Entry:

What This Means: Yes

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of entry or use such right of entry to harass the tenant. The landlord shall give the tenant reasonable written or oral notice of his intent to enter and may enter only at reasonable times, except in case of emergency.

(d) A landlord may not enter the dwelling unit without the consent of the tenant except (1) in case of emergency, (2) as permitted by section 47a-16a, (3) pursuant to a court order, or (4) if the tenant has abandoned or surrendered the premises. Conn. Gen. Stat. § 47a-16 (P.A. 76-95, S. 11, 27; 76-435, S. 75, 82; P.A. 79-571, S. 22; P.A. 89-254, S. 6.) Cited. 32 Conn.App. 133; 45 Conn.App. 46. Cited. 38 Conn.Supp. 683. Subsec. (d): There was no violation of Subsec. where defendant acted in reasonable reliance on representations of plaintiff, conveyed through a third party, that plaintiff had abandoned or surrendered the premises; Subsec. permits consideration of reasonableness of landlord's conduct. 133 CA 321.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of entry or use such right of entry to harass the tenant. The landlord shall give the tenant reasonable written or oral notice of his intent to enter and may enter only at reasonable times, except in case of emergency.

(d) A landlord may not enter the dwelling unit without the consent of the tenant except (1) in case of emergency, (2) as permitted by section 47a-16a, (3) pursuant to a court order, or (4) if the tenant has abandoned or surrendered the premises.

Conn. Gen. Stat. § 47a-16

(P.A. 76-95, S. 11, 27; 76-435, S. 75, 82; P.A. 79-571, S. 22; P.A. 89-254, S. 6.)

Cited. 32 Conn.App. 133; 45 Conn.App. 46. Cited. 38 Conn.Supp. 683. Subsec. (d): There was no violation of Subsec. where defendant acted in reasonable reliance on representations of plaintiff, conveyed through a third party, that plaintiff had abandoned or surrendered the premises; Subsec. permits consideration of reasonableness of landlord's conduct. 133 CA 321.

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of entry or use such right of entry to harass the tenant. The landlord shall give the tenant reasonable written or oral notice of his intent to enter and may enter only at reasonable times, except in case of emergency.

(d) A landlord may not enter the dwelling unit without the consent of the tenant except (1) in case of emergency, (2) as permitted by section 47a-16a, (3) pursuant to a court order, or (4) if the tenant has abandoned or surrendered the premises.

Conn. Gen. Stat. § 47a-16

(P.A. 76-95, S. 11, 27; 76-435, S. 75, 82; P.A. 79-571, S. 22; P.A. 89-254, S. 6.)

Cited. 32 Conn.App. 133; 45 Conn.App. 46. Cited. 38 Conn.Supp. 683. Subsec. (d): There was no violation of Subsec. where defendant acted in reasonable reliance on representations of plaintiff, conveyed through a third party, that plaintiff had abandoned or surrendered the premises; Subsec. permits consideration of reasonableness of landlord's conduct. 133 CA 321.

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of entry or use such right of entry to harass the tenant. The landlord shall give the tenant reasonable written or oral notice of his intent to enter and may enter only at reasonable times, except in case of emergency.

(d) A landlord may not enter the dwelling unit without the consent of the tenant except (1) in case of emergency, (2) as permitted by section 47a-16a, (3) pursuant to a court order, or (4) if the tenant has abandoned or surrendered the premises. Conn. Gen. Stat. § 47a-16 (P.A. 76-95, S. 11, 27; 76-435, S. 75, 82; P.A. 79-571, S. 22; P.A. 89-254, S. 6.) Cited. 32 Conn.App. 133; 45 Conn.App. 46. Cited. 38 Conn.Supp. 683. Subsec. (d): There was no violation of Subsec. where defendant acted in reasonable reliance on representations of plaintiff, conveyed through a third party, that plaintiff had abandoned or surrendered the premises; Subsec. permits consideration of reasonableness of landlord's conduct. 133 CA 321.

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed to repairs, alterations or improvements, supply necessary or agreed to services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(c) A landlord shall not abuse the right of entry or use such right of entry to harass the tenant. The landlord shall give the tenant reasonable written or oral notice of his intent to enter and may enter only at reasonable times, except in case of emergency.

(d) A landlord may not enter the dwelling unit without the consent of the tenant except (1) in case of emergency, (2) as permitted by section 47a-16a, (3) pursuant to a court order, or (4) if the tenant has abandoned or surrendered the premises. Conn. Gen. Stat. § 47a-16

(P.A. 76-95, S. 11, 27; 76-435, S. 75, 82; P.A. 79-571, S. 22; P.A. 89-254, S. 6.)

Cited. 32 Conn.App. 133; 45 Conn.App. 46. Cited. 38 Conn.Supp. 683. Subsec. (d): There was no violation of Subsec. where defendant acted in reasonable reliance on representations of plaintiff, conveyed through a third party, that plaintiff had abandoned or surrendered the premises; Subsec. permits consideration of reasonableness of landlord's conduct. 133 CA 321.

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute: No Statute

Lockouts Allowed:

What This Means: A landlord must follow the Summary Process to evict a tenant.

Legal Statute: No Statute

Utility Shut-offs Allowed:

What This Means: No

Legal Statute:

a) If the landlord is required to supply heat, running water, hot water, electricity, gas or other essential service, and if the landlord fails to supply such essential service and the failure is not

caused by conditions beyond the landlord's control, the tenant may give notice to the landlord specifying the breach and may elect to

(1) procure reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of the landlord's noncompliance and deduct the actual and reasonable cost of such service from the rent; or

(2) procure reasonable substitute housing during the period of the landlord's noncompliance if the landlord fails to supply such service within forty-eight hours of such breach, except if the breach is the failure to provide the same service and such breach recurs within six months, the tenant may secure substitute housing immediately; or

(3) if the failure to supply such service is wilful, the tenant may terminate the rental agreement and recover an amount not more than two months' periodic rent or double the actual damages sustained by him, whichever is greater. If the rental agreement is terminated, the landlord shall return all security and prepaid rent and interest required pursuant to section 47a-22, recoverable under section 47a-21.

(b) If the tenant elects to procure substitute housing as provided in subdivision (2) of subsection (a) of this section, rent otherwise owed to the landlord shall abate for the period of the landlord's noncompliance. In addition, the tenant may recover the actual costs of such substitute housing, but in no event shall the tenant recover more than an amount equal to the amount of rent abated under this subsection. In any cause of action or defense to any action arising under subsection (a) of this section, the tenant may recover reasonable attorney's fees.

(c) Rights of the tenant under this section do not arise

(1) until the tenant has given reasonable written or oral notice to the landlord or

(2) if the condition was caused by the wilful or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.

(d) For the purposes of this section, tenant includes each resident of a mobile manufactured home park, as defined in section 21-64, including a resident who owns his own home, and landlord includes a licensee and an owner of a mobile manufactured home park, as defined in section 21-64.

Conn. Gen. Stat. § 47a-13

(P.A. 76-95, S. 13, 27; 76-435, S. 75, 82; P.A. 79-571, S. 27; P.A. 91-383, S. 15; P.A. 17-171, S. 1.)

Amended by P.A. 17-0171, S. 1 of the Connecticut Acts of the 2017 Regular Session, eff. 10/1/2017.

Cited. 217 Conn. 57. Cited. 10 CA 22; 30 CA 199; 31 Conn.App. 359; 32 Conn.App. 133; 45 Conn.App. 46. Cited. 37 Conn.Supp. 873; 38 Conn.Supp. 683. Court concluded that recovery of personal injury damages under section is neither consistent with the overall statutory scheme nor supported by legislative history. 44 Conn.Supp. 544.

See Secs. 16-262 c to 16-262h, inclusive, re termination of utility service for nonpayment.

Electronic Notices Allowed:

Legal Statute: No Statute

Quick Reference Guide

Key Connecticut Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Connecticut.

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Links to Statutes

- [Conn. Gen. Stat. § 47a-21\(b\)\(1\) and \(2\)](#) – Security deposits
- [Conn. Gen. Stat. § 47a-21\(d\)\(2\)](#) – Security deposits
- [Conn. Gen. Stat. § 47a-21\(h\)](#) – Security deposits
- [Conn. Gen. Stat. § 47a-21\(i\)](#) – Security deposits
- [Conn. Gen. Stat. § 47a-21\(13\) and \(d\)](#) – Security deposits
- [Conn. Gen. Stat. § 47a-21\(d\)\(2\) and \(j\) and \(k\)](#) – Security deposits
- [Conn. Gen. Stat. § 47a-3a\(a\) and \(b\)](#) – Rental agreement: Payment of rent.

Written receipt for cash payment

- [Conn. Gen. Stat. § 47a-15](#) – Noncompliance by tenant. Remedy of breach by tenant. Landlord's remedies

- [Conn. Gen. Stat. § 47a-15a](#) – Nonpayment of rent by tenant: Landlord's remedy. Charges for late rent
 - [Conn. Gen. Stat. § 47a-14h](#) – Action by individual tenant to enforce landlord's responsibilities. Payment of rent into court
 - [Conn. Gen. Stat. § 47a-18](#) – Judicial relief if tenant refuses entry
 - [Conn. Gen. Stat. § 47a-11a](#) – Abandonment of unit by tenant
 - [Conn. Gen. Stat. § 47a-23 \(Formerly Sec. 52-532\)](#) – Notice to quit possession or occupancy of premises. Form. Delivery. Federal termination notice
 - [Conn. Gen. Stat. § 47a-16\(a\)](#) – When landlord may enter rented unit
 - [Conn. Gen. Stat. § 47a-16\(b\)](#) – When landlord may enter rented unit
 - [Conn. Gen. Stat. § 47a-16\(c\)](#) – When landlord may enter rented unit
 - [Conn. Gen. Stat. § 47a-16a](#) – Notification by tenant of extended absence. When landlord may enter
 - [Conn. Gen. Stat. § 47a-13](#) – Failure of landlord to supply essential services.
- Tenant's remedies
- [Conn. Gen. Stat. § 47a-6](#) – Identification of landlord
 - [Conn. Gen. Stat. § 47a-11e](#) – Termination of rental agreement by tenant who is a victim of family violence or sexual assault
 - [Conn. Gen. Stat. § 47a-7\(a\)](#) – Landlord's responsibilities
 - [Conn. Gen. Stat. § 47a-11](#) – Tenant's responsibilities
 - [Conn. Gen. Stat. § 47a-20](#) – (Formerly Sec. 19-375a). Retaliatory action by landlord prohibited
 - [Conn. Gen. Stat. § 47a-33](#) – (Formerly Sec. 52-540a). Defense that action is retaliatory
 - [Conn. Gen. Stat. § 47a-4](#) – Terms prohibited in rental agreement
 - [Conn. Gen. Stat. § 47a-4a](#) – Effect of failure to comply with section 47a-7
 - [Conn. Gen. Stat. § 47a-4c](#) – Landlord prohibited from requiring electronic funds transfer as exclusive form of payment
 - [Conn. Gen. Stat. § 47a-4d](#) – Fees for tenant screening reports
 - [Conn. Gen. Stat. § 52-565a](#) – Liability of drawer for dishonored check. Service charge on drawer for dishonored check

- [Conn. Gen. Stat. § 52-576](#) – Actions for account or on simple or implied contracts
- [Conn. Gen. Stat. § 52-581](#) – Action on oral contract to be brought within three years
- [House Bill No. 5474 Public Act No. 24-143, Page 23, Sec 17](#) – Rent Increase Notice
- [A Landlord's Guide To Eviction \(Summary Process\)](#) – Self-Help Evictions