



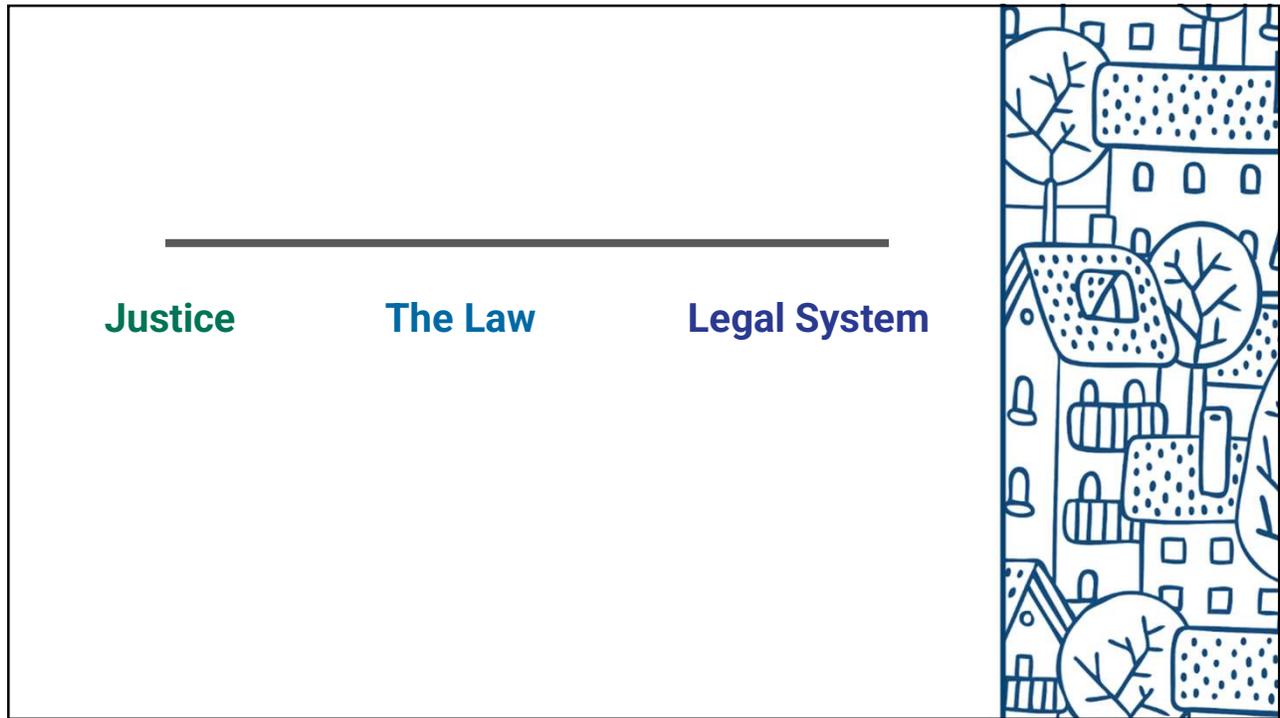
1

## Agenda

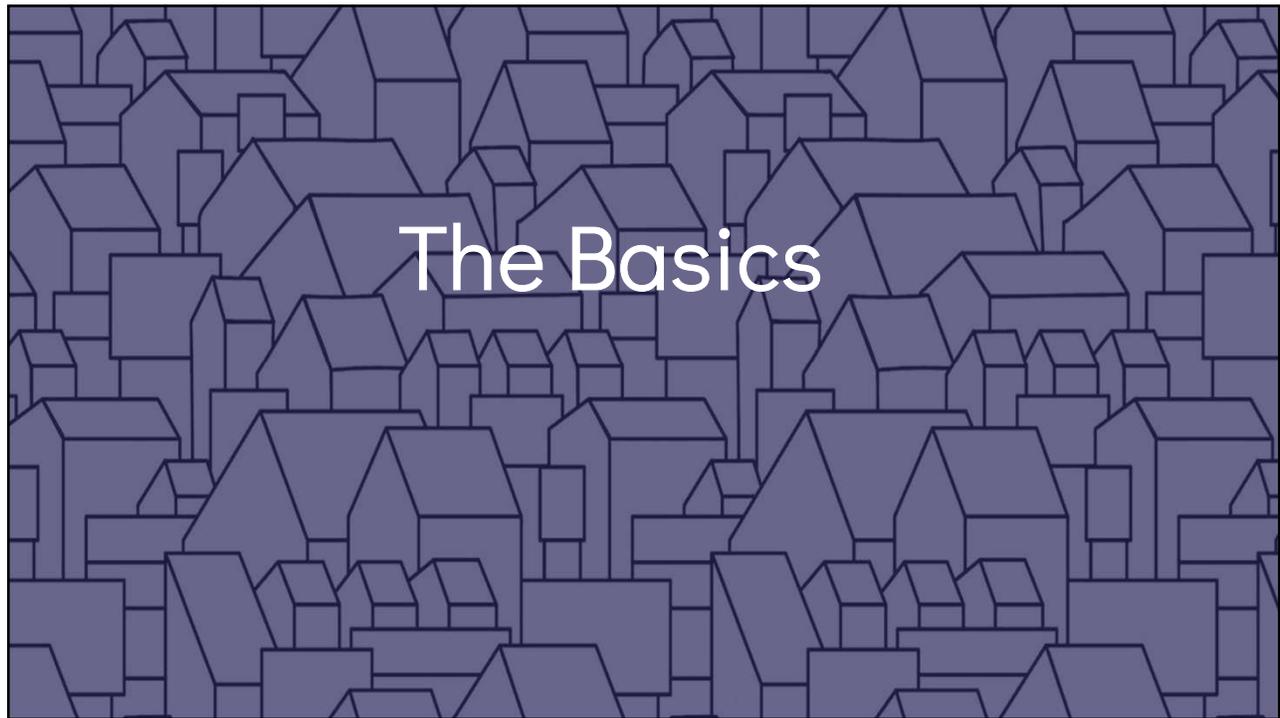
- Tenants' Right to Safe Housing & Utilities
- Paying Rent & Protected Rent Strike
- Using the Fair Rent Commission
- Terminating the Lease
- Relocation Assistance Rights

A vertical illustration on the right side of the slide shows a stylized city street scene. It includes several buildings with windows, trees with bare branches, and a street with a sidewalk. The style is simple and line-art-like, using blue and black lines on a white background.

2



3



4

## Basic Tenant Rights

You have the right under CT law & your lease to:

- a safe and habitable unit
- enjoy your apartment in peace
- defend yourself against eviction through court before you can be removed from your home
- organize with your neighbors for better conditions



5

## Basic Landlord Obligations

- Follow housing, building, & health code
- Make repairs to keep your unit and the building fit and habitable, including fixing infestations, mold, leaks, and peeling paint
- Make sure you have access to heat (min. 65 degrees), water, hot water, electricity, and trash pick-up
- Maintain plumbing and bathroom fixtures



6

## Protecting Yourself as a Tenant

- Communicate by text or email
- Put agreements in writing
- Keep receipts
- Recordings
- Documentation and photos
- Save everything
- Bring someone with you
- Building relationships with neighbors



7

## Documenting Needed Repairs

### **First, ask the landlord to fix it IN WRITING**

- Text, email, or on a portal are fine.
  - Save screenshots
- If you make an oral request, follow-up in writing.
- Be specific about what is wrong.
- Take photos/videos of the problems.



8

## Documenting Needed Repairs

### **Second, make a complaint to the town...**

- Likely Building or Health Dept.
- Keep a record of your complaint.
  - \*A complaint to the dept. responsible for enforcing housing or health code is required to pay your rent to the court.
- Be present for the inspection.
  - Write down the inspector's full name
  - Show them everything that's wrong.
- Ask for a copy of the report. Ask what happens next.



9

## Documenting Needed Repairs

### **After complaining to the town:**

- If the inspector finds violations, there will usually be a re-inspection to see if they're still there.

### **Next Steps by Town:**

- Town can also order property to be vacated if there are serious health and safety concerns.
- If the problems aren't fixed, the town can start fining the landlord per day, which can become a lien on the property.
- Town can refer the landlord for criminal prosecution.



10

## Special protections for heat, water, & hot water

- Tell the landlord in writing about the problem.
- **The landlord must provide equipment to heat your unit to 65 degrees.**
  - Tell the landlord in writing that your heat is out, and call code enforcement for an emergency inspection.
  - You can call the police if the city office is closed.
  - You may be temporarily moved to a hotel.
- In some circumstances, you can arrange the repairs yourself and deduct it from the rent.
- If the problem isn't fixed in 48 hours, you may be able to get a hotel and deduct the cost from your rent.



11



12

## Paying Rent

- Presumption in CT is that rent is owed, *even when conditions are unsafe or landlord violating lease*.
- CT law enables tenants to pay rent into court for unsafe conditions (protected rent strike) = safest & preferred legal method.
- There are very few defenses to eviction, especially if you are behind on rent (even if you have a good reason).
- Mere filing of eviction makes it harder to find new housing.
- Landlord doesn't have to accept rent after 10-day grace period.

Choosing not to pay rent is a serious decision. Best to seek legal advice and proceed carefully, including documenting conditions & legal basis for not paying rent.



13

## Damage or Destruction of Unit

### **Sec. 47a-14. Damage or destruction of unit. Tenant's remedies.**

(a) If the dwelling unit or premises are **damaged or destroyed** by fire or other casualty **to an extent that enjoyment of the dwelling unit is substantially impaired**, the tenant, unless such damage or destruction is caused by the tenant's negligence or wilful act, **shall not be liable to pay rent for such period of time as such impairment continues**.

In such case, the tenant may (1) immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement shall terminate as of the date of vacating; or (2) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or other casualty, in which case the tenant's liability for use and occupancy shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit.



14

## No Essential Services

### **Sec. 47a-13. Failure of landlord to supply essential services.**

**Tenant's remedies.** (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... 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...

(b) If the tenant elects to procure substitute housing...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.



15

## Holding Landlord Accountable for Making Repairs

16

## Protected Rent Strike (Payment into Court Action)

Tenant lawsuit against landlord in Housing Court for unsafe conditions

- Bring copy of inspection report!
- Court can order the landlord to make repairs.
- You pay your rent to the court clerk instead of your landlord and are protected from eviction.
- Might get some of your rent money back because the landlord didn't make the repairs on time.

\*Can't have a notice to quit when you start it

\*Should only use if tenant can afford rent and wants to stay

**\*Must have complained to housing code enforcement or the health department 21 days prior**



17

## How do you start a Protected Rent Strike (Payment into Court Action)?

- Fill out 2 forms: *Notice of Suit; Complaint*.
  - You can get the forms from staff at the court or online.
- Bring the forms to the court & any evidence that you complained to the city or town at least 21 days prior
  - Sign them in front of the court clerk, a notary, or a lawyer.
  - File them with the Housing Court clerk (New Britain)
  - Filing fee of \$25 or application for waiver of fees.
- Once you start the lawsuit, you pay rent to the court instead of your landlord.
  - Bring cash or money order to the court clerk.
- Go to court on your hearing date.



18

## Fair Rent Commission

- A Fair Rent Commission is a municipal board made-up of local residents with the power to stop rent increases or even lower rent when there are unsafe conditions and the rent is “harsh and unconscionable”.
- Fair Rent Commissions provide rent stabilization to tenants who already live in an apartment based on tenant complaints about:
  - unfair rent increases (“rent” includes your regular rent + fees)
  - bad conditions or a reduction in services (rent is too high because there is no heat, hot water, running water, etc.)
  - retaliation by landlords



19

## Using the Fair Rent Commission

- Rocky Hill has a Fair Rent Commission
  - Complaint form available online and can be returned at Town Hall or by email to social services
- Under state law, any tenant can complain unless they live in a seasonal rental.
  - Month-to-month tenants, tenants with an oral rental agreement, and tenants with Section 8/RAP are all covered
- It’s free to complain and you don’t need a lawyer. You pay the last agreed upon rent while the complaint is pending.
- Tenant complains → informal conciliation → possible investigation → hearing → DECISION



20

## Bad Conditions & Fair Rent Commissions

- Fair Rent Commissions can lower rent (even down to \$1) or escrow rent if there are unsafe conditions or code violations.
  - This is in addition to what the town can do, like fining the landlord, and can put more pressure on the landlord to make repairs.
- If you haven't had an inspection from the town, the Fair Rent Commission may refer you for one.
- Bring documentation of the problems with your unit or complex to the hearing - photos, videos, stories, witnesses, etc.



21

## How do Fair Rent Commissions decide the rent is unconscionable?

FRCs look at 13 factors as applicable, but not all have to be given equal weight (and the FRC can consider other relevant factors). The main factors are:

- The dollar amount or percentage increase of the proposed rent increase, as well as the history of past rent increases;
- What is included in the rent, including what the tenant must pay for separately, such as heat or utilities;
- The condition of the apartment and the complex, including whether it is substandard or in violation of code or enforcement orders, as well as the landlord's quality of maintenance;
- The landlord's operating costs;
- The tenant's income and the availability of other housing to which the tenant could move;
- Comparable rents in the neighborhood and the town.



22



23

## Breaking the Lease

- Risk is that landlord will try to hold you responsible for remaining months, including keeping deposit and even pursuing collections
- **Month-to-Month** – can give notice under the lease and move out
- **General Rule for Year Lease** (General Statutes Sec. 47a-12)
  - (1) give written notice of landlord's violations (of lease or landlord's legal responsibilities affecting health or safety)
  - (2) if landlord hasn't fixed violations within 15 days of receipt, then rental agreement is terminated
  - If same problem reoccurs within 6 months, can terminate lease with 14 days notice without giving landlord opportunity to fix violations



24

## Breaking the Lease – cont.

### **Sec. 47a-14. Damage or destruction of unit. Tenant's remedies.**

(a) If the dwelling unit or premises are damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant, unless such damage or destruction is caused by the tenant's negligence or wilful act, shall not be liable to pay rent for such period of time as such impairment continues.

In such case, the tenant may (1) immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement shall terminate as of the date of vacating

(b) If the rental agreement is terminated, the landlord shall return all security and prepaid rent recoverable under section 47a-21.



25

## Breaking the Lease – cont.

### **Sec. 47a-13. Failure of landlord to supply essential services.**

**Tenant's remedies.** (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...

(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.



26



27

## Protection from Retaliation

A landlord **cannot** raise your rent or evict you for no-cause **within 6 months** of protected activity, including:

- complaining to the Fair Rent Commission, in good faith;
- contacting the city or town about unsafe conditions, in good faith;
- making a request for repairs;
- joining or organizing a tenant union



28

## Relocation Assistance

- If you are **permanently** dislocated from your unit (rather than just temporarily), then you may be eligible to receive relocation assistance under state law.
- Benefits paid by town and billed to landlord:
  - Emergency/temporary housing
  - Moving expenses
  - Temporary storage for up to 6 months
  - Help finding a new home
  - Up to \$4,000 towards a new permanent home



29

## Questions?

**Sarah White**

Attorney at Connecticut Fair Housing Center

[swhite@ctfairhousing.org](mailto:swhite@ctfairhousing.org)

**Chelsea Connery**

Attorney at Connecticut Fair Housing Center

[cconnery@ctfairhousing.org](mailto:cconnery@ctfairhousing.org)

Intake Line: 860-247-4400



30