# Rights and Responsibilities of Landlords and Tenants in Connecticut



State of Connecticut Judicial Branch Superior Court



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# **LEASES**

A lease is a document that records the contract between the landlord (person who owns the property) and the tenant (person who rents the property).

#### **Written Leases**

Most written leases contain the following items:

- a description of the property the tenant is renting;
- the length of time the tenant will be allowed to live in the unit;
- the landlord's name and the tenant's name;
- the amount of rent, the date the rent is due and any late charges for late payments of rent;
- the landlord's rules and regulations;
- the tenant's rights and responsibilities;
- responsibilities for keeping the unit in good condition;
- who will pay for utility services (electric, fuel, cable, and others), whether or not payment of utilities is included in the rent charge; and
- the amount of the security deposit, if any.

A written lease may also contain one or more of the following items:

- sublease arrangements (terms under which the tenant may rent the apartment to someone else);
- laundry and recreational facilities (whether any are included); and
- which appliances (stove, refrigerator, and others), if any, are provided by the landlord.

If there is no written lease, the landlord and tenant may agree upon terms orally.

# **Oral Leases**

An oral agreement is made between the landlord and tenant after they discuss rental items. It is usually a month to month agreement – that is, the rent is paid on a monthly basis and the lease continues without a final date until the landlord or the tenant ends it. An oral lease, like a written lease, must be followed by both parties; however, an oral lease is more difficult to enforce in court and its items are more difficult to prove because it comes down to one person's word against another's.

# RESPONSIBILITIES OF THE TENANT

The tenant must:

- pay the rent on time. If the rent is not paid by midnight of the ninth day after the day it is due (for yearly or month-to-month leases) or midnight of the fourth day after it is due (for week-to-week leases), the landlord may start legal proceedings to evict the tenant.
- keep the apartment and the surrounding areas clean and in good condition. (For example, garbage should not be piled up or left around, but should be disposed of promptly.)
- keep noise to a level that will not disturb your neighbors.
- repair any damage to the apartment that was the fault of the tenant, or the tenant's family members or guests. If there is major damage, the tenant should let the landlord know at once.
- let the landlord know immediately if the apartment needs repairs that were not the tenant's fault.
- give the landlord permission to enter the apartment at reasonable agreed on times to inspect the place or to make any necessary repairs.
- let the landlord know if the tenant will not be in the apartment for long periods of time so the landlord can keep an eye on things.
- when the tenant is moving out, give the landlord proper advance notice. Be sure that the apartment is in the same condition as when the tenant moved in and return the key to the landlord.

# **RESPONSIBILITIES OF THE LANDLORD**

The landlord must:

- provide a clean apartment when the tenant moves in;
- clean common areas (hallways, stairs, yards, entryways);
- keep hallways and entryways lighted well; and
- keep plumbing and heating systems working (both hot and cold running water).

In addition, the following may be required by state and local housing, health, fire, and environmental codes and regulations:

- correctly repaired and safe stairways, porches, floors, ceilings, and walls;
- good locks on the doors of the apartment;
- safe fire exits from the building;

- two electrical outlets in each room;
- viewing devices on doors that open onto a hallway (in some communities);
- extermination service if the apartment is infested with pests or rodents;
- a working smoke detector;
- appropriate receptacles for the removal of waste items, including providing for the separation of recyclable items from other solid waste;
- compliance with regulations regarding weatherization standards and procedures (for properties participating in the rental assistance program); and
- a non-electronic option for tenants to pay rent (for rental agreements or leases executed on or after October 1, 2013).

Landlords should check with the appropriate state and local agencies to see what applies to their properties.

# CHECKING THE APARTMENT

It is very important for the tenant to check any apartment that he or she may rent for unsafe and unhealthy living conditions, so that these conditions can be fixed before signing the lease. Some conditions to check for include the following:

- kitchen appliances that don't work correctly;
- plumbing problems (leaking faucets, broken toilets and bathtubs);
- not enough heat or hot water;
- doors without locks:
- building problems (leaking roof, broken windows, peeling paint, falling plaster);
- broken or unsafe steps;
- hallways that are not lighted well;
- pest problems (rats, roaches or rodents);
- overcrowding (many tenants located in the same location);
- hazardous (dangerous) electrical wiring or equipment;
- bad odors (the smell of garbage); and
- other conditions in the apartment that appear unsafe or unhealthy.

Also, both the landlord and the tenant should inspect the apartment together and should agree on the conditions when the tenant moves in. A sample checklist is on the following pages. The checklist should be completed by both the landlord and the tenant and will be helpful if there is a security deposit disagreement when the tenant moves out.

# **APARTMENT CHECKLIST**

Date:		
Location of Premises:		
EXTERIOR (Outside)	Condition	
Walls		
Paint		
Porches		
Stairs		
Windows		
Doors		
INTERIOR (Inside)	Condition	
Floors		
Walls		
Carpeting		
Ceilings		
Windows		
Doors		
Tile		
Stairs		
Kitchen cabinets		
Plumbing		
Bath fixtures		
Kitchen sink		
Laundry facilities		
Hot water		

Heating		
Radiators or registers		
Electric		
Wiring		
Outlets		
Lighting		
Appliances (if provided)		
Stove		
Refrigerator		
Others		
LIVABILITY	Condition	
Natural light/ventilation		
Closets & storage		
Adequate space		
Yard		
Public halls & stairs		
Pest or rodent problems		
Parking		
Security		
Smoke detectors		
Landlord's Signature		
Tenant's Signature		

# DISCRIMINATION

Discrimination (not treating all people the same) because of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status, status as a veteran, status as a victim of domestic violence, learning disability, physical or mental disability, or sexual orientation is illegal. Any person who feels that he or she has been discriminated against may file a complaint with the Commission on Human Rights and Opportunities (CHRO) immediately after the incident occurs. While it is not necessary to hire a lawyer to file a complaint, it may be helpful to discuss the situation with a lawyer.

# **CHRO Offices**

# Commission's Central Office

450 Columbus Boulevard Hartford, CT 06103-1835 TDD (860) 541-3459 Connecticut Toll Free 1 (800) 477-5737

# **Capitol Region Office**

450 Columbus Boulevard Hartford, CT 06103 (860) 566-7710

# **Southwest Region Office**

350 Fairfield Avenue, 6th Floor Bridgeport, CT 06604 (203) 579-6246

# West Central Region Office

Rowland State Government Center 55 West Main Street, Suite 210 Waterbury, CT 06702-2004 (203) 805-6530

# **Eastern Region Office**

100 Broadway Norwich, CT 06360 (860) 886-5703 Discrimination against families with children is also illegal except in certain situations. Landlords are allowed to discriminate against families with children when renting the following:

- buildings with four units or less if the landlord lives in one of the apartments, and
- some federal and state housing projects.

Contact the Commission on Human Rights and Opportunities for further information on discrimination.

# SECURITY DEPOSITS

Most landlords require new tenants to give a security deposit when the new tenant moves in. The security deposit is a payment that is held by the landlord and that is used to protect the landlord from damages to the apartment that may be caused by the tenant during the lease period and that may be used by the landlord for unpaid rent. A security deposit is not applied to the rent bill but is completely **separate**.

By law, the security deposit may not be any more than two months' rent; however, if the tenant is 62 years old or older, it may not be more than one month's rent. The deposit is held by the landlord in an account (escrow account) for the benefit of the tenant; the landlord merely has a security interest in (rights to the deposit if damage is caused or the rent is unpaid) the funds.

The law requires the landlord to put the full amount of the security deposit in an escrow account where it will earn annual interest at a rate set by the Banking Commissioner. The tenant gets credit for the interest for all months in which the rent is paid on time (within the grace period that is set up in the lease). Except in certain situations, the tenant will not receive interest for any months in which the rent was paid after the grace period. A landlord who does not pay the interest due on the security deposit may be sued by the tenant for the amount or may be subject to a fine.

# **Moving Out**

The landlord must return the security deposit to the tenant within thirty (30) days after the tenant moves out, if the tenant has not caused damage to the premises. The landlord must return the full security deposit, plus interest. If the tenant has damaged the premises, the landlord must return only the amount of the security deposit that is left, if any, after the landlord uses it to fix the damage and must provide an itemized list of what was charged for the damages.

The tenant must give the landlord **written** notice of his or her new address so that the landlord knows where to send the money. A landlord who does not respond within thirty days may be liable for **double** the amount of the security deposit.

The tenant may also wish to do the following to make sure the security deposit is returned:

- read the lease and follow all of its provisions, especially those that deal with notice to the landlord of the move.
- inspect the apartment with the landlord using a checklist. Compare it to the checklist completed before the tenant moved into the apartment.
- take photographs of the apartment and have a person other than the landlord or tenant inspect the apartment.
- clean the apartment.
- repair all damage to the apartment caused by the tenant, the tenant's family members or the tenant's guests.
- keep a file with copies of all letters to and from the landlord—the lease agreement, rent checks and/or receipts, written notices to or from the landlord, inspection checklists, and any other important items.
- make all rental payments on time.

# **Damages**

The following are considered damages for which the landlord may keep some or all of the security deposit:

- property damage other than normal wear and tear;
- major and more than ordinary cleaning costs required because the apartment was left in an unsanitary condition; and
- unpaid rent.

The security deposit may **not** be used as a penalty payment because the landlord feels that the tenant has somehow violated a term of the lease.

A landlord or tenant who has questions about security deposits may contact:

Security Deposit Investigator State Banking Department 260 Constitution Plaza Hartford, CT 06103 (860) 240-8170

# **Going to Court (Small Claims Court)**

A tenant who feels that his or her security deposit is being withheld illegally, or a landlord who believes a tenant owes money for unpaid rent or for damage, may start (file) a small claims law suit, if the amount of money claimed is \$5,000.00 or less. These law suits may be filed in the housing session, if the premises is located in a town that falls under a Housing Session, or in the appropriate Small Claims area location.

A more detailed explanation of the small claims process is available in booklet form at all Housing Session locations and Small Claims area locations and at court service centers and information desks.

# RENT INCREASES

A landlord has the right to raise the rent. But, the rent **cannot** be increased **during** the period of a written lease unless the parties have specifically agreed to allow an increase. Also, a landlord is not required to give a certain amount of notice to the tenant of an expected rental increase (for example, a thirty day notice) unless that kind of notice was agreed upon when the lease was signed.

If the landlord and tenant cannot agree on a new amount of rent, the tenant must pay whatever the tenant considers to be the fair rental value of the apartment. That amount may be the same amount as the old rent or a higher amount that is less than the landlord is asking for.

As long as the tenant tries to pay what is honestly believed to be the fair rental value of the apartment, the landlord may not be able to evict for **nonpayment of rent**. But, the landlord may be able to evict for another reason, for example, because the lease has ended or because the tenant's right or privilege to stay in the premises has ended.

Some cities and towns in Connecticut have Fair Rent Commissions. (See pages 10-11.) Those commissions receive complaints from tenants who feel that their rents are too high, investigate the complaints, and hold hearings to determine the fair rental value of a particular unit. It is not necessary to hire a lawyer to represent you at the hearing, but hiring a lawyer may be helpful.

A fair rent commission may be used by a tenant who:

- feels that an expected rental increase is unfair;
- is being charged for utilities that were included in the original rent; or
- believes that the rent is unfair because of unsafe or unhealthy conditions which are illegal.

Only a tenant who lives in a city or town with a Fair Rent Commission may file a complaint with the Commission in that city or town.

# **FAIR RENT COMMISSIONS**

#### Bloomfield:

Town Manager 800 Bloomfield Ave. Bloomfield, CT 06002 (860) 769-3504

# **Bridgeport:**

Town Hall 45 Lyon Ter. Bridgeport, CT 06604 (203) 576-8323

# Farmington:

Human Services 1 Monteith Dr. Farmington, CT 06034 (860) 675-2390

# Glastonbury:

Housing Authority 2155 Main St. Glastonbury, CT 06033 (860) 652-7568

#### Groton:

Community Development Town Hall Annex 134 Groton Long Point Rd. Groton, CT 06340 (860) 446-5990

# Clinton:

54 East Main Street Clinton, CT 06413 (860) 669-9333

#### Colchester:

Town Hall 127 Norwich Ave. Colchester, CT 06415 (860) 537-7200

#### **Enfield:**

820 Enfield St. Enfield, CT 06082 (860) 253-6386 Richard Metcalf

#### New Haven:

Town Hall 165 Church St., 1<sup>st</sup> floor New Haven, CT 06510 (203) 946-8156

# **Newington:**

Human Services 131 Cedar St. Newington, CT 06111 (860) 665-8590

#### Norwalk:

City Hall 125 East Ave., Room 125 Norwalk, CT 06856 (203) 854-7989

#### Hamden:

Community Development 11 Pine St. Hamden, CT 06514 (203) 776-5978

#### Hartford:

Housing and Property Management Division Department of Development Services 250 Constitution Plaza, 4<sup>th</sup> Floor (860) 757-9049

#### Manchester:

Town Attorney's Office 41 Center Street Manchester, CT 06040 (860) 647-3132

#### Westbrook:

Town Hall 866 Boston Post Rd. Westbrook, CT 06498 (860) 399-3040

#### West Hartford:

Social Services 50 South Main St. West Hartford, CT 06107 (860) 561-7565

#### New Britain:

Town Hall Human Rights and Opportunities 27 West Main St. New Britain, CT 06051 (860) 826-3410

# **Rocky Hill:**

Town Hall 699 Old Main St. Rocky Hill, CT 06067 (860) 258-2700

# Simsbury:

Town Hall 933 Hopmeadow St. Simsbury, CT 06070 (860) 658-3200 Hartford, CT 06103

## Stamford:

Stamford Government Center Social Services Commission 888 Washington Blvd., 9<sup>th</sup> Floor Stamford, CT 06904 (203) 977-4112

#### Wethersfield:

Town Manager's Office 505 Silas Deane Hwy. Wethersfield, CT 06109 (860) 721-2801

#### Windsor:

Community Development Town of Windsor 275 Broad St. Windsor, CT 0609 (860) 285-1984 Pursuant to Public Act 22-30, the following towns must have a fair rent commission on or before July 1, 2023. Contact the appropriate town to determine if it has established a commission:

#### **Branford:**

Town Hall 1019 Main Street Branford, CT 06405 203-488-8394

#### **Bristol**:

111 North Main Street Bristol, CT 06010 860-584-6100

#### Cheshire:

Town of Cheshire Town Hall 84 South Main Street Cheshire, CT 06410 203-271-6601

#### **East Hartford:**

Town of East Hartford 740 Main Street East Hartford, CT 06108 860-291-7100

#### East Haven:

250 Main Street East Haven, CT 06512 203-468-3212

#### Fairfield:

Old Town Hall 611 Old Post Road Fairfield, CT 06824 203-256-3000

#### Greenwich:

101 Field Point Road Greenwich, CT 06830 203-622-7700

#### Mansfield:

Audrey P. Beck Municipal Building 4 S Eagleville Road Storrs Mansfield, CT 06268 860-429-3302

#### Meriden:

142 East Main Street Meriden, CT 06450 203-630-4000

#### Middletown:

245 Dekoven Drive Middletown, CT 06457 860-638-4910

#### Milford:

70 West River Street Milford, CT 06460 203-783-3200

# Naugatuck:

229 Church Street, Naugatuck, CT 06770 203-720-7000

#### **New London:**

New London City Hall 181 State Street New London, CT 06320 860-447-5200

# New Milford:

Town Hall 10 Main Street New Milford, CT 06776 860-355-6000 860-457-4199 (Spanish)

#### Newtown:

3 Primrose Street Newtown, CT 06470 203-270-4210

#### Norwich:

Norwich City Hall 100 Broadway Norwich, CT 06360 860-823-3700

# Ridgefield:

400 Main Street Ridgefield CT 06877 203-431-2783

#### **Shelton:**

54 Hill Street Shelton, CT 06484 203-924-1555

#### **South Windsor:**

1540 Sullivan Ave S. Windsor, CT 06074 860-644-2511

# **Southington:**

Southington Town Hall 75 Main Street Southington, CT 06489 860-276-6211

#### Stratford:

2725 Main Street Stratford, CT 06615 203-385-4020

#### **Torrington:**

140 Main Street Torrington CT 06790 860-489-2236

#### Trumbull:

Trumbull Town Hall 5866 Main Street Trumbull, CT 06611 203-452-5000

#### Vernon:

Memorial Building 14 Park Place Vernon, CT 06066 860-870-3599

#### Wallingford:

45 South Main Street Wallingford, CT 06492 203-294-2072

#### Waterbury:

City Hall Building 235 Grand Street Waterbury, CT 06702 203-597-3444

#### Westport:

110 Myrtle Ave. Westport, CT 06880 203-341-1000

# **EVICTIONS (SUMMARY PROCESS)**

The only legal way a landlord can remove a tenant from the property is through a court eviction action called summary process. An eviction may be started for the following reasons:

- lapse of time (the lease term has expired and the tenant has not moved out);
- nonpayment of rent when due or within the grace period;
- violation of a term of the lease or of a tenant's duties and responsibilities;
- nuisance or serious nuisance (conduct that substantially interferes with the comfort or safety of other tenants or other more serious conduct);
- the tenant has no right or privilege to stay in the premises; and
- the tenant's right or privilege to stay in the premises has ended.

To start the eviction case, the landlord must first serve (have legal papers delivered to) the tenant with a notice to quit. The notice is formally served on the tenant by a state marshal or an indifferent person. It gives the date that the tenant must voluntarily leave the apartment and the reason for eviction.

If the tenant has not moved out of the property voluntarily by the date given in the notice to quit, the landlord may have a state marshal serve a summons and complaint on the tenant.

The summons is an official court form that tells the tenant that an eviction is being brought against him or her. The **return date** on the form tells the tenant when to file papers with the court, **not** when to go to court for a hearing.

The tenant has two (2) days after the return date to file a paper called an *Appearance* (form JD-CL-12) or he or she may lose the case by default. It is extremely important for the tenant to file an appearance form and a proper pleading to the complaint on time. A landlord may get an execution which allows a state marshal to physically remove a tenant and his or her belongings in as little as five (5) days after the date of judgment. Sundays and legal holidays are not included in counting the five (5) days.

All of the courts that handle evictions have simplified forms and instructions which help landlords and tenants who wish to represent themselves. Also, the courts have specially trained housing mediators to mediate (try to reach reasonable decision in) housing cases.

# **Stay of Execution**

If the tenant loses an eviction case, the tenant is allowed to stay in the apartment for **five** (5) **days**. Sundays, legal holidays and the date of judgment are not included in counting the five (5) days. This is called a stay of execution. Notice of the judgment is mailed to the tenant, with an explanation of the tenant's rights.

If an eviction judgment enters because the tenant has not paid the rent, and the tenant pays to the court all of the rent due within five (5) days of the date of judgment, the tenant may ask the court to allow the tenant to stay in the premises for up to **three (3) months**.

If an eviction judgment enters against the tenant for lapse of time, violation of the lease or the tenant's duties and responsibilities, or where the tenant's right to occupy has terminated, the tenant is allowed to remain in the apartment for **five** (5) **days** from the date of judgment and may ask the court to stay for up to an additional **six** (6) **months**.

As soon as the stay of execution expires, the landlord may get an execution to remove the tenant and his or her belongings from the apartment. A state marshal must serve the tenant or leave a copy of the execution notice at the premises.

More information on the eviction process is contained in *A Landlord's Guide To Summary Process* or *A Tenant's Guide to Summary Process*. Both booklets are available in courts handling housing matters, in court service centers and at public information desks.

#### NOTICE TO QUIT (END) POSSESSION

JD-HM-7 Rev. 4-19 C.G.S. § 47a-23

#### Instructions:

- Complete this notice. Make sure that the person signing this notice is 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.
- 2. Give the completed notice to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
- After service (delivery to the tenant(s) and occupant(s)) is made, the original Notice to Quit will be returned to you. If you do not want to include your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

STATE OF CONNECTICUT SUPERIOR COURT www.jud.ct.gov	T
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ADA NOTICE
The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA), If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

To: Name(s) of tenant(s) and occupant(s)				<u> </u>
Address of premises, including apartment number, if any				
You must quit (end) possession or occu on or before ( <i>date</i> )			and now	cupier y you
If you have not mount of the control				
Name of landlord	Date si	Date signed Dated at (Town)		
Address of person signing (Submit to proper officer on a sepa	arate sheet if desired )			
Return of Service (To be completed by o	officer who serves (delivers)	his notice)		
Name(s) of person(s) served	Address at which service was made	de		On (Date of service)
				Fees
				Сору
				Endorsement
Then and there I made due and legal service of the foregoing notice by leaving a true and attested copy (copies) with or at the place where each of the tenant(s) and occupant(s) named		and	Service	
above usually live.	Jaon or the terrainty	, and occupant	,	Travel
Attest (Name and title)				Total

# **SUMMARY PROCESS** (EVICTION) COMPLAINT -NONPAYMENT OF RENT

JD-HM-8 Rev. 2-19 C.G.S. § 47a-23a P.B. § 10-29

#### STATE OF CONNECTICUT SUPERIOR COURT www.jud.ct.gov

#### Instructions to plaintiff (landlord)

Instructions to plaintif (landlord)

1. Attach this complaint to the Summons (form JD-HM-32) and follow the instructions on that form.

2. Attach the original Notice to Quit (End) Possession (form JD-HM-7) to this complaint.

3. If there is a written lease, do not attach a copy of the lease to this complaint if you want to make the lease a part of your complaint, refer to the lease as an exhibit (for example "Exhibit A") and file it separately with the court no later than the return date. Serve a copy of the exhibit upon each party who appears in this matter at the first court session of the matter or no later than seven days after receipt of notice of the appearance of the party, whichever is earlier. Service must be made as provided in sections 10-12 through 10-17 of the Connecticut Practice Book.

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

	ı ırn Date
Plaintiff(s)/Landlord(s)	District of
vs.	☐ Judic District Jusing Session at
Defendant(s)/Tenant(s)	Town/City
Complaint	
1. On or about (date) the plaintiff (lan	d), and le defendant (tenant) agreed orally or
in a written lease (Exhibit) that the dant wo	u the following premises (rented property):
Location of premises (number, street, town and unit or floor number)	
for the term of one(week/month/year) / m of lea	
2. The defendant agreed to pay \$	weekly monthly on the day
of each week Tic	) pay)
3. The defendant used and occured " prem. as agreed	under the lease and still occupies the premises.
4. The defend that not paid the think due on (date)	as agreed to in the lease.
5. On (date) the paintiff had a Notice to 0	Quit (End) Possession (form JD-HM-7) served on the defendant
and that notice required the condant to move out of the pr	emises on or before (date) . The Notice to
Quit (End) Possession (fr JD-HM-7) is attached to this co	omplaint.
<ol><li>The time given in the Notice to Quit (End) Possession (form ended, but the defendant has not moved out.</li></ol>	JD-HM-7) for the defendant to move out of the premises has
The plaintiff asks the court for judgment for immediate po	ssession of the premises.
☐ The plaintiff also asks for forfeiture to the plaintiff of the this is a nonresidential property.	ne defendant's possessions and personal effects because
Signed (Plaintiff/Plaintiff's attorney)	Date signed

# **UTILITIES**

Landlords are required to keep all heating, plumbing, electrical systems, and appliances working. Unless the rental agreement states that the tenant is responsible, the landlord must supply running water and reasonable amounts of heat and hot water.

If it is the landlord's responsibility to provide and pay for heat, the law requires the temperature of the apartment to be at least 65 degrees at all times of the year.

If problems arise with utilities supplied by the landlord, the tenant should:

- First, contact the landlord in person to notify him/her of the problem, then notify the landlord in writing, and follow up with a call.
- If the utility is not restored, contact the local health department or housing code office. They have the power to contact the landlord and inspect the apartment.
- Contact the local police department.
- Restore the utility and deduct the cost from the rent.
- After two (2) business days without a utility, get another place to live until the utility is restored.

Where the tenant must supply the utility, he or she should:

- make all payments on time; and
- contact the utility company to work out a payment plan.

# **Termination of Service**

If the utility company plans to turn off (terminate) service, it is required to give at least thirteen (13) days notice. The notice will be mailed and will probably not be a separate letter but will be put on the bill itself.

The utility company will not terminate service if:

- Someone who lives in the property is seriously ill. (In this case, the patient's doctor must provide a written notice and the tenant must make partial payment for utility service.)
- It is Friday, Saturday, Sunday, a legal holiday, the day before a legal holiday, or a day that the utility company's business office is closed.

- Part of the payment (at least 20% of the amount due) has been made. In this case, the utility company will not turn off service once it receives this payment, and must send another notice giving thirteen (13) more days.
- Utility service may not, under any circumstance, be turned off from November 1st to April 15th if a tenant's income is low and the tenant receives assistance from Supplemental Security Income, Temporary Assistance to Needy Families (TANF), General Assistance, or if the only income he or she receives is from Social Security, Veteran's compensation, or pension or unemployment compensation.

If the tenant cannot pay the bill or disagrees with the amount of the bill, the tenant should:

- contact the company and speak to a customer service representative, and
- if no agreement is reached, speak to the company review officer.

For additional information or help, contact:

Public Utilities Regulatory Authority (PURA) 10 Franklin Square New Britain, CT 06051 Toll-free: 1-800-382-4586

# **CONDOMINIUM CONVERSIONS**

In the event that a landlord decides to change (convert) a property to condominiums, a tenant has some rights, including the following: the right to have the first chance to buy the condominium, and the right to additional notice to find another place. For information about condominium conversions, as well as for information and assistance regarding other housing matters, contact:

Housing Education Resource Center 901 Wethersfield Avenue, 2nd Floor Hartford, CT 06114 (860) 296-4242

# SUPERIOR COURT HOUSING SESSIONS

# **Fairfield Judicial District**

Superior Court-Housing Session 1061 Main Street Bridgeport, CT 06604 Telephone: (203) 579-6936

# **Hartford Judicial District**

Superior Court-Housing Session 80 Washington Street Hartford, CT 06106 Telephone: (860) 756-7920

# **New Britain Judicial District**

Superior Court-Housing Session 20 Franklin Square, Room 211 New Britain, CT 06051 Telephone: (860) 515-5130

## New Haven Judicial District

Superior Court-Housing Session 121 Elm Street New Haven, CT 06510 Telephone: (203) 789-7937

#### Stamford/Norwalk Judicial District

Superior Court-Housing Session 123 Hoyt Street Stamford, CT 06905 Telephone: (203) 965-5308

# Waterbury Judicial District

Superior Court-Housing Session 300 Grand Street Waterbury, CT 06721 Telephone: (203) 591-3310

# JUDICIAL DISTRICT COURT LOCATIONS HANDLING HOUSING MATTERS

# Judicial District of Ansonia-Milford at Milford

14 West River Street Milford, CT 06460 (203) 877-4293

# **Judicial District of Danbury**

146 White Street Danbury, CT 06810 (203) 207-8600

# Judicial District of Litchfield at Torrington

50 Field Street Torrington, CT 06790 (860) 626-2100

#### Judicial District at Meriden

54 West Main Street Meriden, CT 06450 (203) 238-6667

#### **Judicial District at Middlesex**

1 Court Street Middletown, CT 06457-3374 (860) 343-6400

# Judicial District of New London at New London

70 Huntington Street New London, CT 06320 (860) 443-5363

# Judicial District of New London at Norwich

1 Courthouse Square Norwich, CT 06360 (860) 887-3515

# Judicial District at Tolland

69 Brooklyn Street Rockville, CT 06066 (860) 875-6294

# Judicial District of Windham at Putnam

155 Church Street Putnam, CT 06260 (860) 928-7749

# WHERE TO FILE

Usually, housing cases are filed in the judicial district where the premises is located. However, there are three special circumstances.

1) Sometimes, the premises may be in a town that allows housing cases to be filed in one of two judicial districts.

If the premises is in:

Avon Rocky Hill
Canton Simsbury
Farmington Wethersfield

Newington

The plaintiff may file the housing case in either the judicial district of Hartford or the judicial district of New Britain.

**2)** Sometimes, a housing case is filed in one judicial district, but may be transferred to another judicial district.

If the premises is in:

Ansonia Oxford
Beacon Falls Seymour
Derby Shelton

The plaintiff must file the housing case in the judicial district of Ansonia-Milford. After the plaintiff files the housing case in the judicial district of Ansonia-Milford, the plaintiff or the defendant may request the case to be transferred to the judicial district of New Haven or the judicial district of Waterbury. Although a party may request this transfer, the final decision is made by the judge.

3) Some towns have special rules about where housing cases must be filed.

If the premises is in:

Milford

Orange

West Haven

The plaintiff must file the housing case in the judicial district of New Haven.

# **LEGAL AID OFFICES**

For legal information and initial screening of requests for legal assistance from legal aid programs in Connecticut: visit CTLawHelp at https://ctlawhelp.org/en/home or call:

Statewide Legal Services, Inc. (860) 344-0380

(Hartford, Central Connecticut, Middletown Areas)

(All Other Regions) 1-800-453-3320

**Greater Hartford Legal Aid** 

Hartford Office (860) 541-5000

New Haven Legal Assistance Association, Inc.

New Haven Office (203) 946-4811

Connecticut Legal Services, Inc.

Regional Offices:

Bridgeport (203) 336-3851 New Britain (860) 225-8678

New London (860) 447-0323

Stamford (203) 348-9216

Waterbury (203) 756-8074

Willimantic (860) 456-1761

# LAWYER REFERRAL SERVICE OFFICES

#### **Location:**

Hartford, Litchfield, Middlesex, (860) 525-6052

Tolland and Windham Counties

New Haven County (203) 562-5750

New London County (860) 889-9384

CT Women's Educational and Legal

Fund Attorney Referral Service

# **WEB BASED ASSISTANCE**

# The following free resources are available online:

The Connecticut Judicial Branch https://jud.ct.gov/lawlib/referral.htm

1-(800) 479-2949

Law Library Referrals

CT Law Help https://ctlawhelp.org/en/home

CT Free Legal Answers https://ct.freelegalanswers.org/

CT Bar Association https://www.ctbar.org/public

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation, in accordance with the ADA, contact a Judicial Branch employee or an ADA contact person listed at www.jud.ct.gov/ada/.



www.jud.ct.gov