Landlord/Tenant Disputes Police Training Manual

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Introduction

This booklet, which has been prepared by the Office of the Chief State's Attorney with the advice of the Citizens Advisory Council on Housing Matters, is intended to help you as a police officer when you respond to housing-related complaints. While most landlord-tenant complaints are handled by the civil court system, there are important parts of landlord-tenant law that are defined as criminal. For them, police intervention is often very important. In four separate parts, we have attempted to address the four types of complaints that are most likely to call for police action. These are:

We have used a question-and-answer format in an effort to anticipate the kinds of issues that arise in your day-to-day work. Paragraphs based on a specific statute include a citation to that statute. Many of the statutes cited are collected in an appendix at the end of the booklet.

To whom can I speak for further advice?

Your most important resource for additional information is your shift supervisor. If you are in doubt, you should not hesitate to ask.

You can also call your local housing prosecutor or the Supervisory Prosecutor for Housing Matters for guidance. General Statutes §51-278(b)(1)(A) establishes a statewide system of prosecutors "to handle all prosecutions in the state of housing matters deemed to be criminal." Each of the housing prosecutors covers a particular portion of the state. At the present time, the housing prosecutors are:

Judith R. Dicine – Supervisory Asst. Prosecutor for Housing	203-773-6755
(Open position) – Bridgeport and Norwalk areas	203-579-7237
Robyn S. Johnson – Hartford, New Britain, and Middletown areas	860-756-7810
Patrice K. Palombo– New Haven and Waterbury areas	203-773-6755
Rafael I. Bustamante – Eastern Connecticut areas	860-870-3267

Statutory authority: General Statutes §51-278(b)(1)(A).

Part I – Lockouts and self-help evictions

Summary

A landlord may never lock out a tenant. "Landlord" includes private landlords, housing authorities, and any other persons who rent residential dwelling units to tenants. No tenant may ever be locked out of a residential dwelling unit or a commercial rental by anyone other than a proper court officer (a state marshal or a constable) acting on a proper court order and after giving advance notice to the tenant and the municipality.

What is a "lockout"?

A lockout is any conduct by the landlord or the landlord's agent that, without a court order (usually obtained through an eviction action and carried out by a state marshal), deprives a tenant of a dwelling unit or other rented unit of access to the unit or to the tenant's personal possessions. The most common form of lockout occurs when a landlord changes the locks or removes a tenant's personal possessions from the dwelling unit. Force or intimidation is often associated with lockouts, but neither force nor intimidation is necessary for a lockout to have occurred. There are many other ways to lock a tenant out. In the general sense, any action that has the purpose or effect of denying the tenant access to or use of the dwelling unit or other rented unit or his possessions may be a lockout.

The term "criminal lockout" is used for residential lockouts that violate the specific provisions of General Statutes §53a-214. That statute applies only to lockouts from dwelling units and only to conduct that deprive a tenant of "access" to the dwelling unit or to personal property. Commercial property lockouts are also illegal, as commercial property landlords are similarly obligated to follow summary process eviction procedures and cannot remove a commercial tenant without a court order. In addition, even in residential premises, a tenant can illegally be forced to vacate by means other than denying access, such as shutting off utilities to force the tenant to leave or by otherwise making the unit unusable, such as by removing the door to the dwelling unit. On commercial lockouts and on residential lockouts not covered by §53a-214, other statutes, such as criminal trespass, criminal mischief, harassment, reckless endangerment, and larceny may be applied. All such conduct is criminal. As a result, in making an arrest and charging a defendant, you should distinguish between a "criminal lockout" under §53a-214 and other similar criminal conduct for which other statutes should be cited.

Is a lockout legal?

With certain narrow exceptions (see p. 7-8 for further explanation), all lockouts are illegal. In particular, it is almost always illegal to lock a resident out of an apartment, a rooming house, or a boarding house. This is so, no matter what the occupant is called (tenant, roomer, boarder, etc.), how the occupant's legal status is classified, or whether the occupant pays by the month, the week, or even the day. Do not be fooled by the labeling – a person is not a "guest" or "squatter" merely because the landlord refers to him as a guest or a squatter. As a general rule, if the unit is

where the person lives, the person cannot be locked out. You should also note that a residential tenant cannot waive his right to eviction by lease or other rental agreement.

Any occupant locked out illegally has the right to be restored to possession.

Legal authority: General Statutes §53a-214 and §47a-4.

Why does the law prohibit lockouts?

Lockouts have been illegal in Connecticut since Colonial times. The prohibition against lockouts is thus not the result of some new modern law. Historically, landlord efforts to use self-help to evict tenants generated a high risk of confrontation and violence, and centuries ago the legislature and the courts acted to minimize this risk by making clear that a tenant can be removed only "peaceably" through judicial process.

Is a lockout criminal?

Yes. Residential lockouts are Class C misdemeanors that are explicitly prohibited by General Statutes §53a-214. That statute provides:

> A landlord of a dwelling unit subject to the provisions of chapter 830, an owner of such a unit, or the agent of such landlord or owner is guilty of criminal lockout when, without benefit of a court order, he deprives a tenant, as defined in subsection (l) of section 47a-1, of access to his dwelling unit or his personal possessions.

A lockout is also a violation of the criminal trespass statute, General Statutes §53a-108.

Legal authority: General Statutes §53a-214 and §53a-108.

Are lockouts also civil?

Lockouts are violations of <u>both</u> the criminal and the civil laws.

The civil lockout law is found at General Statutes §47a-43 through §47a-46. The Landlord-Tenant Act gives a tenant who is locked out of his dwelling unit the right to bring a civil lawsuit against his landlord for an order restoring him to the dwelling unit, returning his property, and compensating him for his losses. A civil lockout is also referred to as an "unlawful entry and detainer." This manual deals only with the criminal aspects of lockouts.

Legal authority: General Statutes §47a-43 through §47a-46.

If lockouts are also civil, when should the police intervene?

Lockouts are emergency in nature, because a tenant locked out illegally may have no place to live and may have no access to his most basic personal property. A civil lockout action cannot

ordinarily provide immediate relief. As a result, the police should always intervene. Police intervention is really a quick method of restoring the status quo while the parties litigate their rights in civil court.

Should arrests routinely be made?

The immediate purpose of police intervention should be to restore the tenant to the apartment and obtain return of his property. If this is accomplished, if the landlord understands that he must get a court order before he can have the tenant removed, and if it appears to you that the landlord will not attempt to repeat the lockout, an arrest is not warranted. You should verbally warn him not to harass the tenant and not to repeat the violation. If the tenant does not want to return to the apartment, it may be sufficient to make sure that his possessions are returned. The option of returning to the apartment, however, belongs to the tenant, not the landlord. If the landlord is uncooperative as to restoring the tenant to the apartment or returning his property or has engaged in other lockouts in the past, an arrest is appropriate.

What should I do if the landlord cannot be reached or found?

A tenant who is illegally locked out is entitled to reoccupy the unit. A tenant may legally force a lock or even a window if necessary to reenter a unit from which he has illegally been locked out. You may observe or assist the tenant to reenter the unit. Before doing so, however, the officer must ensure that the tenant has been <u>illegally</u> locked out. Forced entry should occur only as a last resort and with supervisory approval.

Can an arrest be made without a warrant?

If the landlord is present and refuses to readmit the tenant in violation of the Connecticut General Statutes, then you are observing the commission of a crime in progress and you can arrest without a warrant. If the landlord is not present and an arrest is to be made, you should first obtain a warrant.

If the landlord has an agent, who should be arrested -- the landlord or the agent?

The person arrested should be the person or persons who engaged in the illegal conduct. The criminal lockout statute applies explicitly to landlords, owners, and their agents. This includes a managing agent and a building superintendent. If an agent is directly responsible for a lockout but if he acted on the direction of the landlord or if the landlord, upon being contacted, refuses to order the agent to restore the tenant to the dwelling, then the landlord is also violating the statute and will be subject to arrest as well.

How detailed should an incident report on a criminal lockout be?

Your incident report should always contain a narrative as to what happened. A mere conclusory statement is not sufficient.

Who is protected by the lockout laws?

Any person who is a tenant.

Legal authority: General Statutes §53a-214.

What is a "tenant" for purposes of the lockout laws?

The law defines "tenant" very broadly. A tenant is a person who occupies under a rental agreement (i.e., a lease) or "as is otherwise defined by law." The phrase "otherwise defined by law" covers nearly all occupants of dwelling units. In general, everyone living in the dwelling unit, including occupants who the landlord did not realize were living there or whose consent to occupancy had not been given by the landlord, is a tenant within the meaning of the lockout laws and may not be locked out.

Legal authority: General Statutes §53a-214.

What does it mean to occupy under a rental agreement or a lease? Can a tenant without a written lease be locked out?

A tenant is protected, with or without a written lease. A rental agreement does not have to be in writing – oral leases are just as legal and just as valid as written ones. A landlord does not have a right to lock out a tenant because the tenant does not have a written lease.

Who is covered by the phrase "otherwise defined by law"?

"Otherwise defined by law" covers everyone who lives in the apartment without a lease. This includes everyone who moved into the dwelling unit with the permission of the tenant, without regard to whether the landlord knew of or consented to his occupancy. For example, it applies to members of the tenant's family who are living there, to a live-in boyfriend or girlfriend, and to the tenant's roommates. It applies to a person who moved in with the primary tenant's consent, even if the primary tenant has moved out or even if the tenant now wants him to leave. All such persons are "tenants" who may not be locked out, because they originally occupied with the consent of the tenant.

What if the landlord claims to be a new owner who was told that the building would be vacant when he took title?

It does not matter. If prior owner failed to remove occupants from the building before closing, the new owner must follow the same procedures as the old owner for the removal of tenants. He may not lock them out.

What kind of evidence can be used to show that a person is living in an apartment?

First, you do not need any written evidence to satisfy the requirement that the person be living in the dwelling unit. The occupant's own statement may be sufficient. Occupancy may also be confirmed by a statement by the landlord, another occupant of the unit, or a neighbor. Remember, the issue is not whether the landlord wants the tenant to be living there but whether the tenant is in fact living there. Occupancy can also be evidenced by written material, such as the occupant's use of the address on a driver's license or other identification or the occupant's receipt of mail at the address. Written evidence, however, is not needed for you to take action.

If a landlord cannot lock a tenant out, how does the landlord get rid of a tenant who he does not want?

The landlord must bring an eviction action against the tenant in court – he may not try to take the law into his own hands by using self-help. Eviction actions are also known as "summary process" actions. These are brought in the court that handles housing cases (usually the housing court). Only the court can decide whether or not the landlord has the right to evict a tenant, and only a marshal can carry out an eviction. Until that happens, the tenant is entitled to remain in possession.

What if the landlord never agreed to rent to these other occupants?

It does not matter. When a landlord rents a unit to a tenant, he transfers to the tenant what the law calls "exclusive possession" of the rented property. Exclusive possession gives the tenant the right to decide who will occupy the apartment. As a result, any person occupying with the consent of the tenant is in lawful occupancy and is not a trespasser or squatter, regardless of whether the landlord is aware of the occupancy. The landlord can, however, limit the right of the tenant to admit other occupants or guests by including restrictions in the tenant's lease. Such restrictions are usually found only in written leases, and tenants who occupy without a written lease (called an "oral month-to-month lease") are usually free of such restrictions. A landlord, however, may not lock out an unauthorized occupant.

Then how does a landlord get rid of an unauthorized occupant?

If a tenant violates his lease by permitting occupancy by an unauthorized person, the tenant is in breach of the lease and the landlord can use his legal remedies, including eviction, to force the situation to be corrected. In no event can the landlord attempt to take the law into his own hands and lock out either the occupant or the tenant without judicial process.

Legal authority: General Statutes §47a-15.

What kind of housing is covered by the criminal lockout statute?

The Residential Landlord-Tenant Act applies to any housing which can be rented out as a dwelling unit. General Statutes §47a-1(c) defines a dwelling unit as "any house or building, or

portion thereof, which is occupied, is designed to be occupied, or is rented, leased or hired out to be occupied, as a home or residence of one or more persons."

Since rooming houses and boarding houses are dwelling units as defined by statute, the landlord-tenant statutes, including those dealing with lockouts, cover them.

Legal authority: General Statutes §47a-1(c).

Are there occupants who can be locked out?

Yes, but you should always start from the assumption that anyone who is living in the dwelling unit may not be locked out. General Statutes §47a-2 lists living arrangements that are exceptions to the eviction statutes, although other statutes cover removal from some other settings. The most common questions for you are likely to arise in regard to lockouts from hotels, motels, group homes, and similar types of facilities. These are discussed in separate sections. If you have any question as to whether the landlord's conduct violates the lockout laws, contact your shift supervisor or a housing prosecutor (see p. 1).

The principal living arrangements from which lockout is permitted are:

(1) Transient occupancy in a hotel, motel, or similar place of lodging. Hotels and motels are not totally exempt from the eviction laws. They are exempt only in regard to "transient" occupancy. Moreover, transient occupancy is exempt only if it occurs in a hotel, motel, or place similar to a hotel or motel. Boarding houses and rooming houses are different from hotels and motels and are not exempt. See the discussion in the next section.

(2) Residence in certain types of institutions, such as hospitals and nursing homes. Lockouts, however, are generally prohibited from group homes and other group living facilities, including those involving rehabilitation or counseling (see p. 8 below).

It is also not illegal for a disabled person to lock out a personal care assistant who lives in the unit with him as a condition of employment. Other live-in domestic employees (such as housekeepers, cooks, and nannies), however, may not be locked out and must be evicted through judicial process. A fraternity or social organization may also lock a member out of the part of the building operated for the benefit of the organization.

Legal authority: General Statutes §47a-2(a), §47a-30.

Does a person living in a hotel or motel have to be evicted?

It depends on whether the occupancy is "transient" or not. The key time frame under the Connecticut statutes is 30 days. If the person has lived in the hotel or motel for 30 days or more, the law assumes that the occupancy is not transient and the occupant may not be locked out. If, however, the occupancy of a hotel or motel is between 31 and 89 days, a showing that the room is not the occupant's primary residence can disprove this presumption. Hotel and motel

occupants of 90 days or more are not transient.

If the occupant has lived in a hotel or motel for 29 days or fewer, the occupancy is assumed to be transient, unless the hotel or motel is the occupant's primary residence. Only if the occupancy is truly transient (such as a business or vacation traveler who has another home and stays a few nights at a hotel) may the person be locked out.

The ultimate test is whether the hotel or motel is the place where the person is living on an on-going basis or whether the person is merely passing through or on a temporary visit. There are a number of other factors that can be examined to determine transiency, but the 30-day statutory rule of thumb will usually be the easiest one for you to apply.

Legal authority: General Statutes §47a-2(c).

May a homeless shelter throw out an occupant?

In general, yes. That is because occupancy in a homeless shelter is usually a form of transient occupancy. Most homeless shelters are funded by the Department of Social Services (DSS) and must follow DSS rules when they want to remove someone.

How about transitional housing or supportive housing?

No. Transitional housing and supportive housing (housing which provides extra services to occupants) are forms of housing with incidental services and the occupants are tenants. They may not be locked out.

What about assisted living facilities, retirement communities, rest homes, and nursing homes?

In general, only nursing homes are exempt from the Landlord-Tenant Act. That is because residence there is incidental to the provision of medical or geriatric services. The discharge of patients from nursing homes is also governed by a separate set of statutes. Assisted living facilities, retirement communities, and rest homes are all forms of housing. The services provided are incidental to the housing, not the other way around. The landlord-tenant laws cover all, and lockouts are therefore prohibited in all of them.

How about halfway houses, community residences, and other forms of adult group living?

Adult group homes are places of residence where residents live on an on-going basis. As a result, they are usually subject to the summary process statutes, and a resident may therefore ordinarily not be locked out. Group homes financed by or under contract to a state agency may be subject to special rules determined by the state agency concerning removal of residents. Under General Statutes §47a-2(a)(1), such group living arrangements are exempt only when they constitute an "institution" in which occupancy is "incidental" to the provision of a specifically designated "service." Most group homes, however, are not institutional (their whole point is to

be a non-institutional alternative); and the housing itself is the primary function of most such group homes. The occupants live there and often hold off-site jobs, although some services or staff may be provided on-site. In addition, residents ordinarily occupy a defined room or apartment, sometimes with one ore more roommates, which they control. These arrangements are similar to rooming houses and boarding houses, from which lockouts are not permitted. If you are in doubt, contact your shift supervisor or a housing prosecutor.

Legal authority: General Statutes §47a-2(a)(1).

When may a landlord change the locks on his rental property without fear of it being called a lockout?

A landlord may change the locks on his property if the tenant has moved out. Usually the landlord knows that the tenant has left when the tenant returns the keys to the landlord. It is not necessary to do an eviction if the tenant abandons the property. If, however, there is doubt that the tenant has abandoned the property – usually evidenced by a fair amount of property still in the apartment -- a landlord who changes the locks does so at the risk that the tenant has not in fact abandoned and will claim to be still occupying the unit.

How can you tell if the tenant has vacated or abandoned the unit?

As stated above, usually the landlord knows that the tenant has left when the tenant returns the keys to the landlord. Sometimes a tenant may leave without notifying the landlord. In that case, whether the tenant has abandoned the unit must be deduced from all of the surrounding circumstances. The most persuasive is that the tenants have removed all or substantially all of their possessions. There is a special procedure in General Statutes §47a-11b which a landlord can use instead of bringing an eviction if it appears that the tenant has vacated, but most landlords who are in doubt simply bring an eviction action and obtain a court order for eviction.

Legal authority: General Statutes §47a-11b.

What if the tenant is in the hospital or in jail?

Sometimes a tenant may have been placed in a hospital, medical or psychiatric institution, or jail or prison without having moved out of the dwelling unit. Institutionalization is not abandonment. In cases of this sort, all or most of the tenant's possessions are likely still to be in the apartment. Unless there is other reason to believe that the tenant has abandoned the unit, you should assume that the tenant continues to live there and that a lockout is illegal.

May the landlord lock out the tenant if the tenant is behind on the rent?

Absolutely not. If the tenant is behind in the rent, the landlord's remedy is to bring an eviction and obtain a court order. Self-help eviction is illegal in Connecticut. No matter what breach is alleged by the landlord, the tenant may not be removed until a court has entered a judgment and a state marshal carries out that judgment.

Once the landlord wins an eviction, may the landlord lock out the tenant?

Not immediately. An eviction may be carried out only by state marshals (formerly called sheriffs). If the eviction court rules in favor of the landlord and the tenant fails to vacate within five days, the landlord can obtain a paper from the court called a "summary process execution," which gives the marshal (never the landlord) the authority to serve notice on the tenant and, after 24 hours, remove the tenant and his possessions, by force if necessary. The landlord may change the locks only after the marshal has removed all the property. If the tenant does not immediately claim the possessions, they must be picked up and stored by the town for at least 15 days so the property is not lost. Summary process actions in the parts of the state with housing courts can be found on line on the official website of the Judicial Branch of the State of Connecticut at http://www.jud.ct.gov/housing.htm. If an execution has issued, it will show on the docket entry page for the case.

May the landlord lock out the occupants if the landlord did not consent to their occupancy?

No. The landlord may not change the locks of an occupied unit. It does not matter whether the landlord consented to the particular occupant. A marshal must first remove the occupant or the property. The landlord must use the eviction process even if the original tenant has vacated the unit, leaving the unauthorized occupant. If the landlord does not know the name of an occupant, the law allows him to bring an eviction by using John or Jane Doe notices.

May a landlord remove a tenant's possessions from a dwelling unit if he does not change the locks?

No. That is both a criminal and civil lockout under General Statutes §53a-214 and General Statutes §47a-43.

Legal authority: General Statutes §53a-214 and §47a-43.

If the landlord wants to get rid of one of the tenants in an apartment but not all of them, may he change the locks and then give a key only to the occupant he wants to retain?

No. Once a tenancy has been established, the landlord may not pick and choose among the tenants. When the landlord leases out an apartment, he gives exclusive possession to the tenants. If a landlord replaces the locks during a tenancy, he must give a key to the new locks to each of the persons who are in occupancy and may not avoid the eviction statutes by giving keys to some tenants and not to others. Such an approach would in any event be futile, since the tenants can always make more keys.

When may an occupant be arrested for trespass?

A trespasser (sometimes called a "squatter") is a person who enters the property without the consent of the person authorized to give consent. A person who lives in the property with the

tenant's consent is not a trespasser, even if the landlord is unaware of his occupancy. For example, if the landlord rents to a woman who subsequently allows her boyfriend to move in with her without the landlord's knowledge, the boyfriend is not a trespasser and may not be arrested for trespass. The only occupants who may be arrested for trespassing are "true" trespassers, i.e., persons who moved into the unit without the consent of either the landlord or the tenant. Thus, a person who breaks into a locked, vacant apartment may be a true trespasser. A person who moved into the apartment with the tenant's consent is not a trespasser, even if the tenant wants him to leave.

What about occupants locking out occupants?

A tenant may not lock out another tenant. Roommates may not lock each other out. If Tenant A asked Tenant B to be his roommate, then they both are tenants under the law, even if only Tenant A is named on the lease. Whenever the first tenant has invited someone into live with him, then that other person, Tenant B, has the same procedural rights to be evicted.

Does it matter whether the person being locked out pays rent to the other tenant, pays rent directly to the landlord, or does not pay rent at all?

For purposes of a lockout, it makes no difference. A landlord may not lock out an occupant, regardless of the precise relationship. A tenant may not lock out a roommate. It does not matter whether the roommate is a co-tenant (paying the landlord directly), a subtenant (paying the other tenant), or a person whom the tenant allows to occupy without payment.

May one spouse lock out the other spouse?

Spouses may not lock each other out. It does not matter in whose name the apartment or house is owned. If one spouse owns the property but has vacated and the other is still living there, the situation is no different than an ordinary landlord-tenant arrangement. If both spouses are living in the same unit, then they are the equivalent of roommates and neither may lock the other out. As a practical matter, disputes over who gets to live in the unit if the spouses are separating need to be resolved by a judge in the family court. A judge's order in a family case is binding and eliminates the need for an eviction order from the housing court. In cases of domestic violence, the victim may go to court and get a temporary restraining order (TRO).

May a boyfriend or girlfriend lock the other out?

For purposes of the lockout laws, in a boyfriend/girlfriend situation or other domestic relationship, the primary question is whether the second person is a guest or a resident, not whether the persons are married. Roommates may not lock each other out. You should determine from all the circumstances whether the person being locked out has in fact been living in the dwelling unit. It is relevant, for example, whether the boyfriend or girlfriend being locked out has any other place of residence besides this unit and what address he or she is using as a permanent address. If the unit is where the person lives, then he or she may not be locked out. Evidence that the person pays or contributes to the rent, utilities, or household expenses is

relevant but the absence of such evidence is not decisive. As with spouses, if there is domestic violence, either party may go to the court and seek a TRO for temporary possession of the home until the TRO hearing occurs. In these circumstances, the family court will determine possession of the dwelling unit.

May a parent lock out an adult child or other adult family member?

The same approach applies as with boyfriend/girlfriend and other domestic lockouts. A person who lives in the dwelling unit is protected by the landlord-tenant laws and cannot be locked out.

What about guests?

As a general rule, ALL occupants of rented apartments, houses, rooming houses, and boarding houses are protected from lockout, regardless of whether or not they are parties to a lease. A guest of the tenant, however, is a visitor, not an occupant, and may be locked out by the tenant. Whether the person is an occupant or a guest is governed by the same factors that would be applied in the boyfriend/girlfriend context – is the apartment the place where the person lives? Only the tenant, not the landlord, may lock a guest out. That is because it is the tenant, not the landlord, who legally has "exclusive possession" of the property. A landlord may not remove the tenant's guest at his own initiative, nor may he have the police remove the tenant's guest because he does not want the guest to be staying in the unit. If the presence of the guest violates the lease, then the landlord must bring an eviction against the tenant and the guest. The landlord may not unilaterally have the guest removed.

May the executor of an estate lock out an heir who is living in the house?

No. Executors of estates are subject to the same rules as everyone else.

Are there different rules for commercial rental property?

Lockouts from commercial properties are also illegal, but General Statutes §53a-214 does not apply, because that law is limited to residential dwelling units. You must instead rely on the laws that were used in residential lockout cases before General Statutes §53a-214 was adopted in 1981. These are the criminal trespass statute (General Statutes §53a-108) in regard to unlawful entry into the unit and the larceny statute (General Statutes §53a-119) in regard to unlawful seizure of the premises or the tenant's property. You should otherwise proceed in commercial lockouts in the same way as in residential lockouts.

Legal authority: General Statutes §53a-108, §53a-118(a)(1), and §53a-119.

Does the lockout statute cover storage facilities?

The rental of storage facilities unrelated to an apartment (from companies such as Public Storage or U-Haul) is subject to consumer laws, not landlord-tenant laws, since such facilities are not legally considered to be a form of real estate. If, however, a space for storage is rented to the

tenant as part of a rental agreement (such as storage space in the basement), then that space is part of the premises covered by the tenancy and is protected from lockout to the same degree as the apartment itself. Similarly, if the rental includes the use of a garage, it is illegal to lock the tenant out of the garage.

May a company that owns coin-operated laundry or vending machines in an apartment building be locked out of its space?

Usually, the answer is "yes." A business that places machines in an apartment building usually does not rent the space. Technically, they have a "license" to use the space, rather than a "lease" to occupy the space. The person who gave the license may revoke a license without judicial process. In most cases, such vendors may be locked out of the area where their machines are maintained, although in some cases these arrangements are structured as leases and the vendor may not be locked out. In the absence of evidence to the contrary, you may presume that a vendor arrangement of this sort is subject to lockout. On the other hand, a vendor with clearly defined space who operates a fixed-location business on site will usually have the rights of a commercial tenant and may not be locked out.

May I be present with the landlord when a tenant is being locked out to make sure that there is no violence?

You may be present for the limited purpose of assuring that there is no violence or other breaches of the law, but you use your public office to turn yourself into an agent of the landlord to carry out a lockout. If a police officer accompanies a landlord, it will usually be perceived by the tenant as a threat that the tenant will be arrested if he does not do as the landlord or the police officer tells him, even if no explicit threat is made. If the lockout is illegal, this will make the police officer a participant in the illegal behavior, and police departments have in fact been sued when an officer's presence has turned the lockout into a joint enterprise of the landlord and the officer. As a result, you should proceed with caution and clearly draw the line between preventing violence and assisting in an illegal lockout.

Part II – Unlawful entry

Summary

It is a violation of the trespass statute for a landlord to enter the tenant's apartment in violation of the landlord-tenant laws. Usually this means that the landlord must give notice and have the tenant's consent. A landlord is not allowed to enter an occupied unit without consent, except in an emergency or with a court order.

When is entry unlawful?

Under the Landlord-Tenant Act, the landlord may not enter the tenant's apartment without the tenant's consent, except in a genuine emergency or with a court order.

Legal authority: General Statutes §47a-16(d).

Does this provision apply to housing authorities?

Yes. All parts of the landlord-tenant laws, including all sections of this booklet, apply to housing authorities to the same extent as to private landlords. Housing authorities are in no way exempt from the landlord-tenant laws.

What other limitations are there on landlord entry?

There are several other restrictions on landlord entry. For each one, however, tenant consent is still required. Even if the landlord gives reasonable notice, the tenant must still consent to the entry.

(1) Notice: The landlord must give the tenant "reasonable" written or oral notice. "Reasonable" is not defined in the statute, but notice of 24 hours or more would usually be considered reasonable.

(2) Time: The landlord may enter only at reasonable times. There is no statutory definition, but entries before 8 am or after 8 pm may be treated as presumptively unreasonable.

(3) Harassment: The landlord may not abuse the right of entry or use the right of entry to harass the tenant.

(4) Illegitimate purpose: The landlord's entry must be for a legitimate purpose. The statute provides that the following purposes, if not used for abuse or harassment, are legitimate: To inspect the property; to make necessary or agreed-upon repairs, alterations, or improvements; to supply necessary or agreed-to services; and to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Statutory authority: General Statutes §47a-16.

What criminal statute applies to illegal entry?

An unlawful entry usually constitutes a violation of General Statutes §53a-108, criminal trespass in the second degree, which is a Class B misdemeanor. If the landlord enters or remains in a building after being ordered to leave by the tenant or other authorized person, including the police officer, General Statutes §53a-107, criminal trespass in the first degree, may be charged, which is a Class A misdemeanor. A landlord is presumed to know the legal requirements of the Landlord-Tenant Act. It is an affirmative defense that the landlord "reasonably believed" that he had permission to enter, but that reasonable belief must be based on his belief that he had the tenant's consent, not on his ignorance of the law.

Legal authority: General Statutes §53a-107 and §53a-108.

Are there circumstances in which the landlord may enter without consent?

Yes. The landlord may enter without consent under four circumstances:

(1) In case of emergency;
(2) If the tenant has abandoned the premises or given them back to the landlord;
(3) Pursuant to a court order;
(4) If the tenant has notified the landlord of an "anticipated extended absence."

These are the only exceptions to the general rule that consent is required.

Legal authority: General Statutes §47a-16(d) and §47a-16a.

How do those exceptions apply?

(1) Emergency: An emergency must be a real emergency in which it would be unreasonable to wait to obtain the tenant's consent. For example, if water is overflowing in the tenant's apartment and leaking into the apartment below, the landlord could enter because of the emergency nature of the situation. If the condition is not in fact emergency in nature, then the exception does not apply.

(2) Abandonment or surrender: The landlord must have a reasonable basis for believing that the apartment has been vacated. It is not sufficient that the landlord says that the tenant promised to move out or that the rent has not been paid. If the apartment appears to be occupied (if, for example, there is a significant amount of furniture), the landlord should bring an eviction action. It is common for tenants to slowly remove items from a unit when relocating to a new place. If the rent has been paid for the term (such as until the end of the month) but appears abandoned, the landlord should secure the apartment until the end of the term or until the tenant returns the keys.

(3) Court order: A landlord may make entry into tenant's unit upon obtaining a court

order permitting the entry. Any court order that permits access to the landlord is enforceable. A judgment in an eviction or foreclosure case, however, is not an order permitting a landlord to enter. A state marshal must first "execute" the judgment by removing the tenant and his possessions. Only after that has happened does an eviction or foreclosure judgment allow the landlord to enter.

(4) Extended absence: The term "extended absence" is not defined in the statute. An absence of thirty days or more may be considered to be "extended."

Legal authority: General Statutes §47a-11b, §47a-16(d), §47a-16a, and §47a-18.

May the landlord enter in order to make inspections?

Yes, as long as the landlord has the tenant's consent. The landlord may not enter without consent, nor may the landlord harass a tenant by using inspections as an excuse to gain entry. The defining factor is reasonableness. It is reasonable for a landlord to inspect annually or more frequently as may be necessary. It is not reasonable for a landlord to inspect weekly. Even if a tenant unreasonably withholds permission to inspect, however, the landlord may not enter without the tenant's permission

What is a landlord supposed to do if the tenant won't let him in?

The law requires the tenant not to withhold consent unreasonably. If the tenant unreasonably refuses to let the landlord in, the landlord may go to court to get a court order and may have grounds to evict the tenant for violation of the lease or the landlord's rules and regulations.

Legal authority: General Statutes §47a-7, §47a-16(a), and §47a-18.

What if the landlord enters for a reasonable purpose that is not one of the exceptions?

The violation of the law is the unlawful entry. If the law is not followed, the conduct is illegal, even if the purpose would have been legitimate. For example, if the landlord enters without the tenant's consent to make non-emergency repairs, it is a violation of the law.

Legal authority: General Statutes §47a-16(d).

Is it still a violation of the law if the landlord causes no harm while in the apartment?

The violation of the law is the unlawful entry itself. Additional harm is not required, although the absence of other harm may affect the way in which you handle the case. If other harm is caused (for example, if the landlord steals or damages property), then additional criminal charges may be appropriate.

Legal authority: General Statutes §47a-16(d).

When should an arrest be made?

You should use sensible discretion in deciding whether or not to make an arrest. In most cases, by the time you arrive, the violation will have already occurred and the landlord will no longer be present on the property. If no damage was done to the tenant's possessions and you believe that the landlord did not understand the law, it may be sufficient to inform the landlord of the law and warn him against future violations. A landlord who commits repeat violations should ordinarily be considered for arrest.

May I enter the apartment with the landlord to make sure that there are no problems?

You are allowed to be present for any legitimate police purpose, but do not allow the landlord to use your authority as a police officer to enable the landlord to enter the apartment unlawfully. Make a point of knowing what the law is, or check with your shift supervisor or the housing prosecutor. As with police assistance in an illegal lockout (see p. 13 above), you must determine whether the entry is legal. If it is not, your job is to prevent the entry, not to facilitate it and thereby permit the commission of a crime.

Part III -- No-heat and termination of essential services

Summary

The landlord must provide properly working facilities for heat and utilities, even if the tenant is required to pay for his own heat. The landlord must also provide the utility service, the fuel, and at least 65 degrees of heat, unless they are delivered to the tenant's unit under an account in the tenant's name.

What is a "no-heat" or "no essential service" complaint?

It is an allegation that the landlord is failing to provide the amount of heat or other essential service required by law. For purposes of the law, essential services include heat, electricity, cooking gas, water, and hot water.

Legal authority: General Statutes §19a-109.

Should the failure to provide heat or other essential service be treated as a criminal matter, or should the complainant be told that it is civil?

If a landlord, who has been providing a tenant an essential service, either by express or implied agreement, willfully fails to do so now, it is a criminal matter and should be handled by the police. Intentionally failing to provide heat and other covered utilities that the landlord has agreed to provide violates General Statutes §19a-109, which is a criminal statute. Police intervention is particularly important regarding no-heat and other essential services violations because such violations are often emergency in nature, since they endanger the health of the

occupants, the safety of responding personnel, and the integrity of the building itself (for example, if the pipes freeze). Unless the matter is resolved promptly by the health, housing, or building code enforcement agencies, all of which have authority to enforce this section, immediate police intervention is usually the only practical way to solve the problem. In addition to the criminal enforcement of this violation, civil remedies are also available to the tenant pursuant to General Statute §47a-13.

Legal authority: General Statutes §19a-109 and §47a-13.

How much heat is required by law?

The landlord is required to provide a heating facility that can maintain an indoor temperature of at least 65 degrees Fahrenheit at any time that the dwelling is occupied. In addition, if the leasing arrangement either explicitly or implicitly requires the landlord to provide heat, he must provide 65 degrees of heat at all times.

Does this requirement apply only during the winter months?

No, there is no time limit in the statute. General Statutes §19a-109 says: "A temperature of less than sixty-five degrees Fahrenheit in such building or part thereof shall, for the purpose of this section, be deemed injurious to the health of the occupants thereof." There is no date (April 15 is sometimes claimed) after which the landlord is no longer required to provide heat. There is also no legal difference between providing no heat and providing less heat than the statute requires. Both are illegal.

Legal authority: General Statutes §19a-109.

What if it is spring and the landlord has switched the system from heating to cooling?

Then he has to switch it back or provide heat by other legal and safe means. The date does not make any difference.

How can I tell if there is sufficient heat?

Bring a thermometer and take temperature readings. Sixty-five degrees Fahrenheit is the legal requirement.

What if the tenant complains that it is too cold but the temperature is above 65 degrees?

If the temperature exceeds 65 degrees Fahrenheit throughout the unit, there is no violation of the law. In some units, however, the temperature may vary significantly from room to room or even within a room (for example, if windows are not properly insulated). You should always take multiple temperature readings. There is a violation of the law if any occupiable part of the unit is below 65 degrees Fahrenheit.

Does this rule apply only to residences?

No, it applies to both residences and businesses, including commercial and industrial businesses. General Statutes §19a-109 states that it applies to any building or part of a building that is occupied "as a home or place of residence" or "as an office or place of business, either mercantile or otherwise."

Legal authority: General Statutes §19a-109.

If the law is being violated, is the solution to arrest the landlord?

Not necessarily. The real goal is to bring the unit into compliance, i.e., to bring the temperature up to at least 65 degrees. In most cases, the threat of arrest will be sufficient to get the landlord to do what is necessary to accomplish that goal. If the landlord responds properly, it will usually not be necessary to make an arrest.

If the landlord is not at the property, what should be done?

The first step should be to try to contact the landlord, either by telephone or in person. The tenants may well have a name and telephone number. The tax assessor's office should have a name and address. Some towns have adopted ordinances requiring absentee landlords to file their home address with the town.

Legal authority: General Statutes §47a-6a.

What should I expect the landlord to do?

You should expect the landlord to solve the problem. If the landlord is reached, he should be told that the situation must be corrected immediately. If the furnace has run out of oil, the landlord should correct the situation by finding a company that will make an immediate emergency delivery and restart the furnace. If the furnace is broken, the landlord should find a company that will make emergency repairs.

What if the landlord's fuel company is not immediately available?

The landlord should be told that he must call other companies. No-heat complaints are considered emergency situations, and the landlord may not limit himself to the availability of a single vendor.

How do I tell whether the landlord or the tenant is responsible for the heat?

In most cases, it will be obvious from either the physical arrangement of the building or from information provided by the tenant. A heat or utility account may be in the tenant's name only if it provides heat or utility service solely to the tenant's unit. If it also serves common areas, the basement, or another apartment, the account must be in the landlord's name. Thus, if there is one

furnace for a three-unit building, the landlord is necessarily responsible not only for maintenance of the furnace but also for the provision of heating oil. If it is not otherwise obvious, find out from the complainant who is responsible for the heat -- who is billed by the oil company or whose name is on the utility account for gas or electric heat. If there is a question about whose name is on an account, contact the company. The obligation to maintain or repair a furnace is always the landlord's.

Legal authority: General Statutes §16-262e and §47a-7.

What if it is a utility company that has turned off the service?

In general, this should not happen. If the account is in the landlord's name and a renter occupies the unit, the utility company may not turn off the service. In such a case, if the utility is notified, it will restore the heat. You should see that the utility is contacted.

If utility service is legitimately in the tenant's name, then the landlord is responsible only for the condition of furnace, that is, to keep it in working order and capable of generating 65 degrees of heat, and not for maintaining the utility service if the tenant fails to pay his bills. The utility company, however, is prohibited from terminating electric utility service to customers in what the statutes call "hardship cases" between November 1 and April 30 and from terminating gas utility service in such cases if the gas is used for the provision of heat. If there is reason to believe that service was incorrectly terminated, the Department of Public Utility Control should be contacted.

Legal authority: General Statutes §19a-109, §47a-7(a,) and §16-262c through §16-262e.

What if the landlord cannot be found?

Landlords should make arrangements for emergency numbers at which they or an authorized agent can be reached. If the landlord cannot be reached, the matter should be turned over to the town's Health Department or other appropriate agency for immediate intervention. Each town will have its own system for dealing with such emergencies, especially outside of regular business hours. If your town does not have such a system, your department should contact the office of the town's chief executive official and develop an appropriate plan. Under General Statutes §49-73b, towns have the power to make emergency repairs themselves and place a priority lien on the building to obtain reimbursement of costs.

Legal authority: General Statutes §49-73b.

What if the landlord refuses to take adequate action?

If the landlord, in response to police contact, willfully and intentionally fails to restore heat or provide sufficient heat, then the landlord should be arrested. Such arrests are housing matters in the Superior Court and should be referred to the housing prosecutor for the district. As in the

case in which the landlord cannot be found, the matter should also be turned over to the appropriate town agency for immediate intervention as needed to safeguard to affected occupants. If the refusal to provide essential services directly risks the health and safety of any person, then, depending upon the circumstances, additional offenses of risk of injury as to each child and reckless endangerment for each adult may apply.

Legal authority: General Statutes §19a-109, §47a-68(f), §53-21, and §53a-64.

What if the landlord makes contact with a repairer or heat supplier but that entity is slow to respond?

You should make sure that the landlord has, in fact, made such contact and has also conveyed to the repairer or supplier the emergency nature of the situation. You can verify this information by telephone. In addition, you can reinforce with the repairer or supplier the importance of giving priority to the call. If it is made clear to the repairer or supplier that the police have intervened, it will often generate a quicker response than a call from the landlord alone. If there is reason to believe that the repairer or supplier will not or cannot respond quickly, then the landlord should be told to contact a different company. If the landlord is doing everything he can to respond, arrest of the landlord is not necessary.

The statute requires that the landlord's refusal be intentional. For this purpose, what constitutes intent?

General Statutes §19a-109 requires that, for the conduct to be criminal, the landlord must "willfully or intentionally" fail to provide sufficient heat. In this context, a failure is wilful or intentional if the landlord is aware of the situation and does not take action to correct it that is both prompt and necessary. Thus, a landlord who is able but refuses to correct a furnace breakdown until the next morning is acting intentionally. The officer should provide the landlord a deadline for reasonable response that is fast enough to protect the occupants from harm and no longer than necessary to restore essential services.

Legal authority: General Statutes §19a-109.

What if the tenant is behind in the rent? May the landlord turn off the heat?

No, whether the tenant is or is not current in the rent is irrelevant. Legally required sufficient heat must still be provided. A landlord may not turn off the heat in an effort to get the tenant to pay the rent. Not only is this a violation of the no-heat statute but also it is an illegal lockout.

Part IV -- Criminal damage to a landlord's property

Summary

A tenant who intentionally or recklessly damages the dwelling unit, the building or other parts of the premises is guilty of criminal damage of a landlord's property.

What statutes apply?

Damage to rented property may under some circumstances justify arrest for criminal mischief (General Statutes §53a-115 through §53a-117a) or other statutes. There are, however, three related statutes dealing explicitly with damage by a tenant to a landlord's property. They are General Statutes §53a-117e, §53a-117f, and §53a-117g. Those three statutes do not preclude arrest under any other statute.

Legal authority: General Statutes §53a-117e through §53a-117g.

When should conduct be treated as a criminal violation of those statutes rather than as a civil matter between the parties?

Claims of property damage are routinely dealt with in civil court after a tenancy ends, often in small claims court (which can award up to $5,000 in damages), if the security deposit is insufficient to cover the landlord's loss. The general assumption should be that property damage claims are civil matters. When the damage is substantial and is either intentional or reckless, however, rather than merely negligent, it may be appropriate to treat a complaint criminally.

There are a number of reasons why it is preferable to handle ordinary property damage disputes civilly. Factual disputes between landlords and tenants about property damage are very common -- as to whether the "damage" exceeds normal wear and tear (normal wear and tear is not considered to be "damage" at all), as to the extent of damage and the measure of the dollar amount of the damage (for example, whether the recovery for a damaged ten-year-old rug is based on the replacement cost of a new rug or the market value of the damaged rug depreciated for age), or whether or not the tenant is responsible for the damage (for example, whether the damage preexisted the tenancy). The criminal statutes should not be turned into a substitute for the ordinary use of the landlord's civil remedy to recover damages. For that reason, General Statutes §53a-117e through §53a-117g are limited to cases in which the behavior of the tenant is either intentional or reckless. Stated differently, although malice is not a legal element of the crime, those statutes are for misconduct that is deliberate or has overtones of maliciousness or outrageous behavior. In addition, it may be difficult for you to determine who actually caused the damage. A decision not to arrest does not prevent the landlord from suing the tenant and winning on a claim of property damage.

Legal authority: General Statutes §53a-117e through §53a-117g.

How is intention proved?

In most cases, you will have no information from the tenant. You will therefore have to work with information provided by the landlord or from other sources. First, there must be probable cause to believe that the particular tenant, rather than someone else, committed the offense. The fact that the tenant's name is on the lease or that the tenant is otherwise in charge of the apartment, standing alone does not prove that he is the person who committed the offense. There should ordinarily be some other basis for believing that the misconduct is the conduct of that particular tenant. Second, in the absence of direct acknowledgement by the tenant, motive must be inferred from the conduct itself. Damage is intentional if it is unlikely that the type of damage would have occurred other than with the intent to cause the damage. If the damage is merely the result of negligence or carelessness by the tenant, the tenant may be civilly liable to the landlord but the conduct does not violate Sections 53a-117e through 53a-117g.

Are there other elements of the crime that must be established?

You must be satisfied that the accused is a "tenant" as that term is defined in General Statutes Section 47a-1, which defines "tenant" broadly. Because that definition includes any person who is a tenant "as otherwise defined by law," it includes "tenants at sufferance," who are persons who originally occupied the dwelling with consent, even though they have subsequently been asked to leave (or have been served with eviction papers). This is the same definition of tenant used in the criminal lockout statute (General Statutes §53a-214). Thus, if the occupant could not have been locked out but had to be evicted through judicial eviction procedures, then that person may also be arrested for prosecution under Sections §53a-117e through §53a-117g.

Legal authority: General Statutes §47a-1(l).

How is the dollar amount of damage determined?

The dollar amount of damage determines whether the offense is first, second, or third degree. Under the larceny statutes, which determine the severity of the offense by the dollar value of the property or services which were stolen, value is defined as "the market value of the property or services at the time and place of the crime" unless market value "cannot be satisfactorily ascertained," in which case "the cost of replacement of the property or services within a reasonable time after the crime" is to be used. Following this approach, if a specific piece of property is damaged, its value for purposes of Sections §53a-117e through §53a-117g is what it was worth at the time (before it was damaged), not what it cost new or would cost to replace it. If the property itself is damaged and the market value of the damage cannot reasonably be ascertained, then it may be appropriate to use as the value the probable cost of repairing the damage. These are substantially the same standards used in civil property damage cases in determining how much a landlord is entitled to recover from a tenant who has caused damage to the property.

Legal authority: General Statutes §53a-117e through §53a-117g and §53a-121(a)(1).

How do the three statutes differ?

All three statutes concerning criminal damage of landlord's property require that the tenant have no reasonable ground to believe that he had a right to damage the property in question and that the amount of the damage exceeds $250. They differ in whether the conduct must be intentional or reckless, in the dollar amount of damage that must be caused, and in the penalty for violation.

(1) First degree (Section 53a-117e): Intentional damage in an amount exceeding $1,500. First degree is a Class D felony.

(2) Second degree (Section 53a-117f): Intentional damage in an amount exceeding $250 or reckless damage in an amount exceeding $1,500. Second degree is a Class A misdemeanor.

(3) Third degree (Section 53a-117g): Reckless damage in an amount exceeding $250. Third degree is a Class B misdemeanor.

Legal authority: General Statutes §53a-117e through §53a-117g.

May a person be charged with a lesser included offense?

Yes, if all of the elements of the offense are met. For example, reckless damage in the amount of $2,000 could be charged as either second degree (over $1,500) or third degree (over $250) damage of a landlord's property. You may exercise your judgment in such a case, based on your overall assessment of the severity of the misconduct.

What constitutes recklessness?

General Statutes §53a-3(13), which applies to all crimes, states that " a person acts 'recklessly'.... when he is aware of and consciously disregards a substantial and unjustifiable risk that such result will occur or that such circumstance exists. The risk must be of such nature and degree that disregarding it constitutes a gross deviation from the standard of conduct that a reasonable person would observe in the situation." Reckless conduct is thus significantly more serious than negligent conduct.

Legal authority: General Statutes §53a-3(13).

What is "tangible" property?

Sections 53a-117e through 53a-117g apply only to damage to "tangible property." Tangible property is property that can be touched -- actual physical property -- in contrast to "intangible" property, such as stock certificates or money, including unpaid rent. Tangible property includes both the dwelling unit and the building themselves and any physical property belonging to the landlord that is in or on the property. As a practical matter, tangible property covers all property to which a landlord could claim "damage."

Does it matter if the rented property is residential or commercial?

Yes. Because Sections 53a-117e through 53a-117g use the definitions from the Residential Landlord-Tenant Act, those particular statutes apply only to damage to residential property. Damage to commercial property should be charged under the criminal mischief statutes or any other statutes appropriate to the misconduct.

Legal authority: General Statutes §53a-115 through §53a-117a.

Should these cases be transferred to the housing prosecutor?

Yes. Arrests for criminal damage of a landlord's property are housing matters and should be referred to the prosecutor who handles housing matters in your district, regardless of the particular statute under which they may be charged. In the housing court districts, this prosecutor will be based in the housing court.

Legal authority: General Statutes §47a-68(f) and (i).

Appendix – Applicable Statutes

Housing Prosecutions

Sec. 51-278. Appointment…of prosecutorial officials. *(b) (1) (B) At least three such assistant state's attorneys or deputy assistant state's attorneys shall be designated by the Chief State's Attorney to handle all prosecutions in the state of housing matters deemed to be criminal. Any assistant or deputy assistant state's attorney so designated should have a commitment to the maintenance of decent, safe and sanitary housing and, to the extent practicable, shall handle housing matters on a full-time basis.*

Sec. 47a-68. Housing Court Act - Definitions. *As used in this chapter, sections 51-51v, 51-165, 51-348 and subsection (b) of section 51-278, "housing matters" means: .....*

(f) All actions involving one or more violations of any state or municipal health, housing, building, electrical, plumbing, fire or sanitation code, including violations occurring in commercial properties, or of any other statute, ordinance or regulation concerned with the health, safety or welfare of any occupant of any housing;

(h) All actions for back rent, damages, return of security deposits and other relief arising out of the parties' relationship as landlord and tenant or owner and occupant;

(i) All other actions of any nature concerning the health, safety or welfare of any occupant of any place used or intended for use as a place of human habitation if any such action arises from or is related to its occupancy or right of occupancy.

Provision of Essential Services/"No heat"

Sec. 19a-109. (Formerly Sec. 19-65). Heating and provision of utilities for buildings. Hot water. Termination of services. *When any building or part thereof is occupied as a home or place of residence or as an office or place of business, either mercantile or otherwise, a temperature of less than sixty-five degrees Fahrenheit in such building or part thereof shall, for the purpose of this section, be deemed injurious to the health of the occupants thereof, except that the Commissioner of Public Health may adopt regulations establishing a temperature higher than sixty-five degrees when the health, comfort or safety of the occupants of any such building or part thereof so requires. In any such building or part thereof where, because of physical characteristics or the nature of the business being conducted, a temperature of sixty-five degrees Fahrenheit cannot reasonably be maintained in certain areas, the Labor Commissioner may grant a variance for such areas. The owner of any building or the agent of such owner having charge of such property, or any lessor or his agent, manager, superintendent or janitor of any building, or part thereof, the lease or rental agreement whereof by its terms, express or implied, requires the furnishing of heat, cooking gas, electricity, hot water or water to any occupant of such building or part thereof, who, willfully and intentionally, fails to furnish such heat to the degrees herein provided, cooking gas, electricity, hot water or water and thereby interferes with*

the cooking gas, electricity, hot water or water and thereby interferes with the comfortable or quiet enjoyment of the premises, at any time when the same are necessary to the proper or customary use of such building or part thereof, shall be fined not more than one hundred dollars or imprisoned not more than sixty days or both. No public service company or electric supplier, as defined in section 16-1, shall, at the request of any such owner, agent, lessor, manager, superintendent or janitor, cause heat, cooking gas, electricity, hot water or water services to be terminated with respect to any such leased or rented property unless the owner or lessor furnishes a statement signed by the lessee agreeing to such termination or a notarized statement signed by the lessor to the effect that the premises are vacant.

Criminal Code

Definitions

Sec. 53a-3. Penal Code - Definitions. *Except where different meanings are expressly specified, the following terms have the following meanings when used in this title: ...(13) A person acts "recklessly" with respect to a result or to a circumstance described by a statute defining an offense when he is aware of and consciously disregards a substantial and unjustifiable risk that such result will occur or that such circumstance exists. The risk must be of such nature and degree that disregarding it constitutes a gross deviation from the standard of conduct that a reasonable person would observe in the situation.*

Sec. 53a-121. Value of property or services. *(a) For the purposes of this part, the value of property or services shall be ascertained as follows: (1) Except as otherwise specified in this section, value means the market value of the property or services at the time and place of the crime or, if such cannot be satisfactorily ascertained, the cost of replacement of the property or services within a reasonable time after the crime.*

Lockouts and unlawful entry

Sec. 53a-214. Criminal lockout: Class C misdemeanor. *(a) A landlord of a dwelling unit subject to the provisions of chapter 830, an owner of such a unit, or the agent of such landlord or owner is guilty of criminal lockout when, without benefit of a court order, he deprives a tenant, as defined in subsection (l) of section 47a-1, of access to his dwelling unit or his personal possessions. (b) Criminal lockout is a class C misdemeanor.*

Sec. 53a-107. Criminal trespass in the first degree: Class A misdemeanor. *(a) A person is guilty of criminal trespass in the first degree when: (1) Knowing that such person is not licensed or privileged to do so, such person enters or remains in a building or any other premises after an order to leave or not to enter personally communicated to such person by the owner of the premises or other authorized person....*

(b) Criminal trespass in the first degree is a class A misdemeanor.

Sec. 53a-108. Criminal trespass in the second degree: Class B misdemeanor. *(a) A person is guilty of criminal trespass in the second degree when, knowing that he is not licensed or privileged to do so, he enters or remains in a building. (b) Criminal trespass in the second degree is a class B misdemeanor.*

Sec. 53a-119. Larceny defined. *A person commits larceny when, with intent to deprive another of property or to appropriate the same to himself or a third person, he wrongfully takes, obtains or withholds such property from an owner.*

Criminal damage of a landlord's property

Sec. 53a-117e. Criminal damage of a landlord's property in the first degree: Class D felony. *(a) A tenant is guilty of criminal damage of a landlord's property in the first degree when, having no reasonable ground to believe that he has a right to do so, he intentionally damages the tangible property of the landlord of the premises in an amount exceeding one thousand five hundred dollars.(b) For the purposes of this section, "tenant", "landlord" and "premises" shall have the meanings set forth in section 47a-1.(c) Nothing in this section shall preclude prosecution of a person under any other provision of the general statutes.(d) Criminal damage of a landlord's property in the first degree is a class D felony.*

Sec. 53a-117f. Criminal damage of a landlord's property in the second degree: Class A misdemeanor. *(a) A tenant is guilty of criminal damage of a landlord's property in the second degree when, having no reasonable ground to believe that a tenant has a right to do so, such tenant (1) intentionally damages the tangible property of the landlord of the premises in an amount exceeding two hundred fifty dollars, or (2) recklessly damages the tangible property of the landlord of the premises in an amount exceeding one thousand five hundred dollars.(b) For the purposes of this section, "tenant", "landlord" and "premises" shall have the meanings set forth in section 47a-1.(c) Nothing in this section shall preclude prosecution of a person under any other provision of the general statutes.(d) Criminal damage of a landlord's property in the second degree is a class A misdemeanor.*

Sec. 53a-117g. Criminal damage of a landlord's property in the third degree: Class B misdemeanor. *(a) A tenant is guilty of criminal damage of a landlord's property in the third degree when, having no reasonable ground to believe that he has a right to do so, he recklessly damages the tangible property of the landlord of the premises in an amount exceeding two hundred fifty dollars.(b) For the purposes of this section, "tenant", "landlord" and "premises" shall have the meanings set forth in section 47a-1.(c) Nothing in this section shall preclude prosecution of a person under any other provision of the general statutes.(d) Criminal damage of a landlord's property in the third degree is a class B misdemeanor.*

Landlord-Tenant Act

Sec. 47a-1. Residential Landlord-Tenant Act -- Definitions. *As used in this chapter and sections 47a-21, 47a-23 to 47a-23c, inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46...*

(c) "Dwelling unit" means any house or building, or portion thereof, which is occupied, is designed to be occupied, or is rented, leased or hired out to be occupied, as a home or residence of one or more persons.

(d) "Landlord" means the owner, lessor or sublessor of the dwelling unit, the building of which it is a part or the premises....

·(g) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant...

(l) "Tenant" means the lessee, sublessee or person entitled under a rental agreement to occupy a dwelling unit or premises to the exclusion of others or as is otherwise defined by law.

Sec. 47a-2. Arrangements exempted from application of title. Applicability of title to mobile manufactured homes and home parks. Transient occupancy in hotel, motel or similar lodging. *(a) Unless created to avoid the application of this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, the following arrangements are not governed by this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46:*

(1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling or religious service, or any similar service;

(2) occupancy under a contract of sale of a dwelling unit or the property of which such unit is a part, if the occupant is the purchaser or a person who succeeds to his interest;

(3) occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of such organization;

(4) transient occupancy in a hotel or motel or similar lodging;

(5) occupancy by an owner of a condominium unit; and

(6) occupancy by a personal care assistant or other person who is employed by a person with a disability to assist and support such disabled person with daily living

activities or housekeeping chores and is provided dwelling space in the personal residence of such disabled person as a benefit or condition of such employment…

(c) For the purposes of subdivision (4) of subsection (a) of this section and subdivision (4) of section 47a-36:

(1) Occupancy in a hotel, motel or similar lodging for less than thirty days is transient, except that such occupancy is not transient if the dwelling unit or room in such hotel, motel or lodging is occupied as the primary residence of the occupant from the beginning of such occupancy; and

(2) Occupancy in a hotel, motel or similar lodging for thirty days or more is not transient, except that such occupancy is transient if the dwelling unit or room in such hotel, motel or lodging is not occupied as the primary residence of the occupant and the occupancy is for less than ninety days.

Sec. 47a-4. Terms prohibited in rental agreement. *(a) A rental agreement shall not provide that the tenant:*

(1) Agrees to waive or forfeit rights or remedies under this chapter and sections 47a-21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of the general statutes or any municipal ordinance unless such section or ordinance expressly states that such rights may be waived;

(5) agrees to permit the landlord to dispossess him without resort to court order;

(6) consents to the distraint of his property for rent

(b) A provision prohibited by subsection (a) of this section included in a rental agreement is unenforceable.

Sec. 47a-6a. Filing in designated municipal office of residential address of nonresident landlord*…. (b) Any municipality may require the nonresident owner of occupied or vacant rental real property to maintain on file in the office of the tax assessor or other municipal office designated by the municipality, the current residential address of the nonresident owner of such property, if the owner is an individual, or the current residential address of the agent in charge of the building, if the nonresident owner is a corporation, partnership, trust or other legally recognized entity owning rental real property in the state.*

Sec. 47a-7. Landlord's responsibilities. *(a) A landlord shall: (1) Comply with the requirements of chapter 368o and all applicable building and housing codes materially affecting health and safety of both the state or any political subdivision thereof; (2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition, except where the premises are intentionally rendered unfit or uninhabitable by the tenant, a member of his family or other person on the premises with his consent, in which case such duty shall be the*

responsibility of the tenant; ..... (4) maintain in good and safe working order and condition all... heating...acilities.... supplied or required to be supplied by him...6)... supply running water and reasonable amounts of hot water at all times and reasonable heat except if the building which includes the dwelling unit is not required by law to be equipped for that purpose or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection.

Sec. 47a-11b. Abandonment of unit by occupants. Landlord's remedies*. (a) For the purposes of this section, "abandonment" means the occupants have vacated the premises without notice to the landlord and do not intend to return, which intention may be evidenced by the removal by the occupants or their agent of substantially all of their possessions and personal effects from the premises and either (1) nonpayment of rent for more than two months or (2) an express statement by the occupants that they do not intend to occupy the premises after a specified date.*

(b) If all the occupants abandon the dwelling unit, the landlord may send notice to each occupant at his last-known address both by regular mail, postage prepaid, and by certified mail, return receipt requested, stating that (1) he has reason to believe that the occupant has abandoned the dwelling unit, (2) he intends to reenter and take possession of the dwelling unit unless the occupant contacts him within ten days of receipt of the notice, (3) if the occupant does not contact him, he intends to remove any possessions and personal effects remaining in the premises and to rerent the premises, and (4) if the occupant does not reclaim such possessions and personal effects within thirty days after the notice, they will be disposed of as permitted by this section. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which the landlord can be contacted. If the notices are returned as undeliverable, or the occupant fails to contact the landlord within ten days of the receipt of the notice, the landlord may reenter and take possession of the dwelling unit, at which time any rental agreement or lease still in effect shall be deemed to be terminated.

(c) The landlord shall not be required to serve a notice to quit as provided in section 47a-23 and bring a summary process action as provided in section 47a-23a to obtain possession or occupancy of a dwelling unit which has been abandoned. Nothing in this section shall relieve a landlord from complying with the provisions of sections 47a-1 to 47a-20a, inclusive, and sections 47a-23 to 47a-42, inclusive, if the landlord knows, or reasonably should know, that the occupant has not abandoned the dwelling unit.

(d) The landlord shall inventory any possessions and personal effects of the occupant in the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from the landlord within said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of said thirty-day period, the landlord may dispose of them as he deems appropriate.

(e) No action shall be brought under section 47a-43 against a landlord who takes action in compliance with the provisions of this section.

Sec. 47a-16. When landlord may enter rented unit. *(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.

Sec. 47a-16a. Notification by tenant of extended absence. When landlord may enter. *Unless otherwise agreed, the tenant shall be required to notify the landlord of any anticipated extended absence from the premises and the landlord thereupon may enter the dwelling unit at reasonable times during such prolonged absence 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.*

Sec. 47a-18. Judicial relief if tenant refuses entry. *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.*

Sec. 47a-43. Complaint and procedure: Forcible entry and detainer; entry and detainer. *(a) When any person (1) makes forcible entry into any land, tenement or dwelling unit and with a strong hand detains the same, or (2) having made a peaceable entry, without the consent of the actual possessor, holds and detains the same with force and strong hand, or (3) enters into any land, tenement or dwelling unit and causes damage to the premises or damage to or removal of or detention of the personal property of the possessor, or (4) when the party put out of possession would be required to cause damage to the premises or commit a breach of the peace in order to regain possession, the party thus ejected, held out of possession, or suffering damage may exhibit his complaint to any judge of the Superior Court.*

Sec. 47a-46. When double damages allowable. *The party aggrieved may recover in a civil action double damages and his costs against the defendant, if it is found on the trial of a complaint brought under section 47a-43 that he entered into the land, tenement or dwelling unit by force or after entry held the same by force or otherwise injured the party aggrieved in the manner described in section 47a-43.*