

**CHAPTER 9, Article II**  
**Fair Rent Commission**  
**(New)**

**§ 9-5 Purpose.**

This ordinance is enacted pursuant to C.G.S. § 7-148b et seq. and Public Act 22-30, to establish the Fair Rent Commission to receive complaints claiming excessive rent charges for residential dwellings in the Town of New Milford, (except seasonal rentals as hereinafter defined), including mobile manufactured homes, conduct investigations and hold hearings relating to such complaints, and to reduce rental charges to eliminate excessive rent in accordance with law, and to state the reasons for such adjustment. The Commission shall have a budget line and shall submit an annual budget appropriation request in accordance with Charter Chapter VIII, § 802 *et seq.*

**§ 9-6 Membership.**

The Commission's membership shall consist of the following:

- (a) There shall be five (5) members and three (3) alternate members, who shall be electors of the Town of New Milford holding no salaried municipal office in the Town of New Milford, to be appointed by the Mayor and approved by the Town Council. One regular member and one alternate member shall be a residential landlord and one regular member and one alternate member shall be a residential tenant. The members and alternate members are appointed for three (3) year terms, and one-third of the terms shall expire each year.
- (b) Membership vacancies shall be filled in accordance with the provisions of the Town Charter §703 and minority representation requirements of C.G.S. § 9-167a and Charter §202.
- (c) Within thirty (30) days after the appointment of the Commission's original members and annually thereafter, the Commission's regular members shall meet annually and elect a Chair, a Vice Chair and a Clerk from its members. After the expiration of the initial Chair and Vice Chair's terms, any subsequent nominee for the office of either Chair or Vice Chair must have been a Commission member in good standing for at least one (1) year. Any Chair or Vice Chair nominee shall have demonstrated interest in the Commission's work by attending the majority of Commission meetings. Alternate members shall not participate in the vote for election of Commission officers. In addition to the annual meeting, the Commission shall hold two (2) other general meetings per calendar year to discuss and consider non-hearing business that comes before the Commission.
- (d) If a Commission member is absent or has a conflict of interest, the Chair shall designate an alternate to act and choose alternates in rotation to ensure that the alternates act as

equal a number of times as possible. If any alternate is not available in accordance with the rotation, such fact shall be recorded in the minutes of the meeting.

### **§ 9-7 Powers and Authority.**

The Commission shall have the following powers and authority in addition to those prescribed by the Connecticut General Statutes and as prescribed in this Chapter:

1. To hold meetings and hearings on at least one evening of each month.
2. To adopt and modify Commission by-laws;
3. To commence studies and investigations relative to rental charges in the Town of New Milford.;
4. To retain legal counsel with the approval of the Town Council pursuant to Charter §602 to advise the Commission on specific matters and assist in enforcement;
5. To organize and conduct hearings to evaluate complaints concerning rental charges in the Town of New Milford;
6. To issue subpoenas signed by a person authorized to issue subpoena, to compel the attendance of persons at hearings and to administer oaths by a duly authorized officer at hearings;
7. To adopt substantive and procedural rules and regulations at hearings;
8. To determine, based on the evidence submitted in hearings and the Commission's conclusions therefrom, and in considerations of the criteria set forth below, whether rental charges are excessive so as to be harsh and unconscionable;
9. To order a reduction in rental charges to an amount the Commission deems fair and reasonable in light of all pertinent circumstances and criteria;
10. To issue orders and extend, review, reconsider, amend, terminate, enforce or suspend any of its orders and decisions.
11. To request the appropriate municipal agency to inspect accommodations that are the subject of a complaint

### **§ 9-8 Criteria for Evaluating Rental Charges.**

To determine whether a rental charge or a proposed increase in a rental charge is excessive, with due regard to all pertinent circumstances, so as to be harsh and unconscionable, the Commission shall consider the following standards and circumstances relative to the type of dwelling:

1. The rents charged for the same number of rooms in other dwellings in the same and in other areas of the municipality;
2. the sanitary conditions existing in the dwelling;
3. the number of bathtubs or showers, flush toilets, kitchen sinks and lavatory basins available to the occupants thereof;
4. services, furniture, furnishings and equipment supplied therein;
5. the size and number of bedrooms contained therein;
6. repairs necessary to make the dwelling reasonably livable for the occupants accommodated;
7. the amount of taxes and overhead expenses, including debt service borne by the landlord thereof;

8. whether the dwelling is in compliance with Town of New Milford's ordinances and the Connecticut General Statutes relating to health and safety;
9. the income of the petitioner and the availability of dwellings;
10. the availability of utilities;
11. damages inflicted on the premises by the tenant exclusive of ordinary wear and tear;
12. the amount and frequency of increases in rental charges;
13. whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the dwelling.

### **§ 9-9 Complaints**

A complaint must be filed in writing, by e-mail, regular mail or in person, and delivered to the New Milford Town Clerk, who shall date and time stamp the complaint, acknowledge receipt and deliver same to the Commission within 48 hours of filing. The Town Clerk shall retain a copy of the complaint. Filing shall be considered complete two (2) days after receipt by the Town Clerk as indicated on the date and time stamp.

#### **§9-9a Individual and Consolidated Complaints.**

A complaint filed by an individual or a consolidated complaint by two or more parties residing in or on property owned or managed by the same landlord or management company must be filed in writing and delivered or mailed to the New Milford Town Clerk, who shall date and time stamp the complaint, acknowledge receipt and deliver same to the Commission within 48 hours of filing. The filing shall be considered complete two (2) days after receipt by the Town Clerk as indicated on the date and time stamp. The Town Clerk shall retain a copy of the complaint. Upon receiving a filed complaint from the Town Clerk, the Commission shall promptly notify all parties in writing of the receipt of the complaint.

Such notice shall be in plain language and include the following.

1. Information that informs all parties that the landlord is prohibited from retaliating against the Party, Parties due to the filing of the complaint.
2. Notice if the complaint is within the jurisdiction of the Commission.
3. If the complaint has been referred to another Town, state, or federal agency, provide notice of the referral and contact information of the agency to which the complaint was referred.
4. Notice to the parties that, until the Commission makes a decision on the complaint, the liability of the Party or Parties shall be for the amount of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent.
5. Notice to the Party or Parties that no eviction can be initiated or prosecuted against such Party or Parties during the pendency of the fair rent commission proceeding except for grounds based upon good cause. An eviction based upon non-payment of rent cannot be initiated or maintained against each Party who continues to pay the last prior or last agreed-upon rent during the pendency of the fair rent commission proceeding.
6. Notice of the informal conciliation period.
7. Notice of the day, time, and location of the hearing if it has been scheduled.

**§ 9-10 Hearing.**

A hearing shall be scheduled within sixty (60) days from the date of the complaint's filing. Hearings shall take place at the Roger Sherman Town Hall. Notice of the hearing shall be provided to the landlord and to the tenant by the Commission through certified mail and email or facsimile at least ten (10) days prior to the hearing date. To conduct a hearing, a quorum of five (5) Commission members, including alternates, must be present. The Commission's decision following a hearing shall be rendered within thirty (30) days from the final hearing date. During the hearing, the parties shall have the opportunity to be represented by counsel, introduce evidence, and call witnesses for direct examination and cross-examination. Due to the balance required in Commission membership, quorum of five (5) Commission members, including alternates, must be present to conduct a hearing.

**§ 9-11 Order for Rent Limitations.**

If the Commission determines after a hearing that the rental charge or proposed increase in the rental charge for any dwelling is so excessive, based on the standards and criteria provided in C.G.S. § 7-148c and § 9-8 of the Code of Ordinances, as to be harsh and unconscionable, the Commission may order that the rental charge be limited to such an amount as it determines to be fair and equitable. Any such order shall be rendered within thirty (30) days from the final hearing date and the Commission shall state facts that support its finding of harsh and unconscionable. If the Commission finds that the rental charge in question is fair and equitable it shall issue no order but shall record and articulate its finding of fair and equitable concerning then specific dwelling unit.

**§ 9-12 Suspension of Rent Payments.**

If the Commission determines after a hearing that the subject dwelling fails to materially comply with any municipal ordinance, state statute or regulation concerning health and safety, the Commission may order the suspension of further rent payments by the tenant to the landlord until the landlord completes the necessary changes, repairs or installations to bring the dwelling compliant with the ordinance, statute or regulation. The rental charges during said period shall be paid to the Commission and held in escrow by the New Milford Finance Director. After repairs and/or installations are made, determination of whether or not such repairs and installations are sufficient shall be made by the Commission after a hearing within thirty (30) days after a written request for same is made by the landlord. If the repairs and/or installations are sufficient to bring the premises into compliance, the Commission shall order the Finance Director to release the escrowed rental charges to the landlord and that the tenant re-commence paying rental charges directly to the landlord thenceforth.

**§ 9-13 Cease and Desist Orders for Retaliatory Actions.**

If the Commission determines, after a hearing conducted in accordance with § 9-10, that a landlord or its employees, agents or representatives has retaliated in any manner against a tenant due to the tenant filing a complaint with the Commission, the Commission may order the landlord to cease and desist from such conduct. The Commission shall report such violation to

the New Milford Town Council and, in the event of non-compliance, may request that the Town initiate judicial enforcement proceedings.

**§ 9-14 Penalties for Violations.**

Any person who violates any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, and no appeal pursuant to section 7-148e is pending, or violates any other provision of C.G.S. § 7-148b *et seq.* and C.G.S. § 47a-20, or who refuses to obey any Commission subpoena, order or decision pursuant thereto, shall be fined not less than twenty-five (\$25) dollars nor more than one hundred (\$100) dollars for each offense. If such offense continues for more than five (5) days, it shall constitute a new offense for each day it continues to exist thereafter.\

**§ 9-15 Appeal.**

Any person aggrieved by any decision of the Commission may appeal to the Connecticut Superior Court, Judicial District of Litchfield at Torrington. Any such appeal shall be considered a privileged matter with respect to the order of trial.

**§ 9-16 Definitions.**

Commission

Means the Fair Rent Commission enacted pursuant to C.G.S. § 7-148b *et seq.* and Public Act 22-30 to control and eliminate excessive rental charges for residential dwellings in the Town of New Milford.

Landlord

The owner, lessor, or sub-lessor of any housing accommodation, including a Person who manages a housing accommodation owned by someone else and including any Person leasing or subleasing any housing accommodation under any order of a state or federal court.

This is problematic if the rent is payable pursuant to or in conformity with a court order. The Commission cannot trump or pre-empt a superior or federal rental or use and occupancy order. The language needs to carve out court ordered payments.

Rental charge

Means any monetary or non-monetary consideration that is required or received for the use and occupancy of any dwelling.

Tenant

Means any person or entity who leases or rents pursuant to a written or oral lease agreement for purposes of occupying the dwelling.

Seasonal Rental

For purposes of this section and sections 7-148c to 7-148f, inclusive, “seasonal basis” means housing accommodations rented for a period or periods aggregating not more than one hundred

twenty days in any one calendar year and “rental charge” includes any fee or charge in addition to rent that is imposed or sought to be imposed upon a tenant by a landlord.

This was in my revision. The definitions will be entered into the final version.

#### Consolidated Complaint

A complaint filed by tenants of two or more different rental units in the same building, complex, or mobile home park units with the same landlord that relates to the same action, occurrence, or event involves the same parties; and raises a common question of law or fact.

This makes sense and will be entered into the final version.

Drafters: DiBella (9/16; 9/23; 9/26/2022; 4/21; 5/4 and 5/9/2023) and; Ram (5/4)

Adopted 6/26/2023

**§ 9-2 Definitions.**

***Commission***

means the Fair Rent Commission enacted pursuant to C.G.S. § 7-148b *et seq.* and Public Act 22-30 to control and eliminate excessive rental charges for residential dwellings in the Town of New Milford.

***Landlord***

Means any person or entity who leases, subleases, rents, or otherwise permits the occupancy of a dwelling by a tenant pursuant to a written or oral lease agreement.

***Rental charge***

means any monetary or non-monetary consideration that is required or received for the use and occupancy of any dwelling.

***Tenant***

means any person or entity who leases or rents pursuant to a written or oral lease agreement for purposes of occupying the dwelling.