Toolkit:
Fair Rent Commissions in Connecticut

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Developed in collaboration with:

[Logos of Connecticut Legal Services, Connecticut Fair Housing Center, and Melville Charitable Trust]
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During the past year, residential rents have dramatically increased across the state. For more than 50 years, Connecticut towns have been authorized by state law to create fair rent commissions to address these very issues. Twenty-four towns already have such ordinances, many of them in place for decades. Such commissions are empowered to stop or delay an unconscionable rent increase and also to limit rent to a fair level when there are health or safety violations. Fair rent commissions have been proven to be an important municipal tool to prevent unreasonable rent increases and to buttress housing code enforcement.

In 2022, the Connecticut legislature passed Public Act 22-30, which requires each town with a population greater than 25,000 to adopt a fair rent commission ordinance in accordance with the Fair Rent Commission Act (C.G.S. 7-148b through 7-148f). While covered towns must adopt an ordinance by July 1, 2023, towns are free to act sooner, since existing law already encourages such commissions. The current spate of rent increases, many by out-of-state investors, illustrates the desirability of acting without delay. This toolkit was developed as a resource for those towns looking for guidance and best practices for adopting a fair rent commission ordinance. We anticipate this toolkit will be reviewed and updated periodically to provide the most up-to-date guidance regarding fair rent commissions in Connecticut.

The authors of this toolkit are available for consultation and technical assistance in the drafting, adoption, and implementation of your town’s fair rent commission ordinance. Please feel free to reach out with questions regarding these matters.

This toolkit was developed by HOMEConnecticut¹, with input provided by the Connecticut Conference of Municipalities. The following members of the Drafting Committee are available for consultation:

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¹ HOMEConnecticut, which is a campaign of the Partnership for Strong Communities, works to address Connecticut’s affordable housing shortage with the goal to ensure that all Connecticut residents have access to a range of affordable housing choices in all communities in the state.
What is a Fair Rent Commission (FRC)?
It is a municipal board with the primary power to restrict rental charges in residential housing that are “so excessive as to be harsh and unconscionable.” It holds hearings and makes decisions in response to tenant complaints in the same way as other municipal boards.

What does P.A. 22-30 do?
It requires each town with a population greater than 25,000 to adopt a fair rent commission ordinance in accordance with the Fair Rent Commission Act (C.G.S. 7-148b through 7-148f).

What standards does a FRC apply?
C.G.S. 7-148c lists 13 standards that must be considered if applicable. The most important are size of the rent increase, the landlord’s operating costs, the condition of the premises, and the rents for comparable housing in the town.

What are the most common FRC decisions?
- A rent increase is reduced or denied.
- The landlord is required to phase in a rent increase.
- A rent increase is delayed until the landlord has complied with health and safety requirements or has made necessary repairs.
- The tenant’s claim is denied.

Are complaints worked out without a hearing?
They often are. In addition, many FRC decisions are themselves compromises. When rent complaints are driven by the landlord’s failure to maintain the property, the commission will often reinforce the town’s code enforcement agencies by preventing a rent increase while awaiting compliance with code orders. When a fair rent complaint is generated by poor housing conditions, commissions will often request a code agency to make an inspection.

How expensive is a commission to the town?
Most towns that have fair rent commissions currently use existing staff to support a commission.

Why can’t tenants just go to court?
With certain exceptions, Connecticut tenants have no right to challenge a rent increase except in a town with a fair rent commission. In the absence of a fair rent commission, a tenant who refuses to accept an increase can either move or risk eviction by refusing to pay the higher rent. Connecticut courts have no general authority to decide whether a rent increase is unconscionable or unfair.

Is this rent control?
No, it is completely different. It does not restrict rents generally and landlords remain free to charge whatever they want. It is triggered only by a tenant complaint and only by a showing by the tenant that the rental charge is “so excessive as to be harsh and unconscionable.”

How Many Towns Already Have Such Ordinances?
The FRC Act was adopted as an enabling act in 1969. FRC ordinances exist in 24 towns, of which 18 have populations greater than 25,000. FRC towns include:

**Large cities (4):** Hartford, New Haven, Stamford, Bridgeport

**Mid-size cities (6):** Norwalk, Danbury, New Britain, Manchester, Groton, Enfield

**Suburbs (11):** West Hartford, Hamden, Glastonbury, Newington, West Haven, Windsor, Wethersfield, Farmington, Simsbury, Rocky Hill, Bloomfield

**Smaller towns (3):** Colchester, Clinton, Westbrook
Fair Rent Commission
FAQs
**What is a fair rent commission?**

A fair rent commission is a municipal board with the primary power to prevent rental charges in residential housing that are “so excessive, with due regard to all the circumstances, as to be harsh and unconscionable,” Connecticut General Statutes (C.G.S.) 7-148c. It holds hearings and makes decisions in response to tenant complaints in the same way as other municipal boards. Under C.G.S. 7-148b through 7-148f, Connecticut law has, since 1969, authorized towns to adopt such boards by ordinance. P.A. 22-30 requires that every town with a population of 25,000 or more as of the last decennial census create such a commission.

**How many towns presently have fair rent commission ordinances?**

Twenty-five Connecticut towns already have fair rent commission ordinances, most going back at least 30 years. Eighteen of those towns have populations above 25,000 (seven towns with commissions have fewer than 25,000 people). Twenty-seven towns with a population above 25,000 do not presently have an ordinance and are therefore directly affected by P.A. 22-30.

**Which towns have fair rent commission ordinances?**

**Large cities (4):** Hartford, New Haven, Stamford, Bridgeport

**Mid-size cities (6):** Norwalk, Danbury, New Britain, Manchester, Groton, Enfield

**Suburbs (11):** West Hartford, Hamden, Glastonbury, Newington, West Haven, Windsor, Wethersfield, Farmington, Simsbury, Rocky Hill, Bloomfield

**Smaller towns (4):** Colchester, Clinton, Westbrook, Killingworth

**Which additional towns are required to create a fair rent commission under P.A. 22-30?**

<table>
<thead>
<tr>
<th>Town</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waterbury</td>
<td>114,403</td>
</tr>
<tr>
<td>Greenwich</td>
<td>63,518</td>
</tr>
<tr>
<td>Fairfield</td>
<td>61,512</td>
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<tr>
<td>Meriden</td>
<td>60,850</td>
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<td>Bristol</td>
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<td>Wallingford</td>
<td>44,396</td>
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<td>Southington</td>
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<td>Shelton</td>
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<tr>
<td>Norwich</td>
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<tr>
<td>Trumbull</td>
<td>36,827</td>
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<tr>
<td>Branford</td>
<td>28,273</td>
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<tr>
<td>New Milford</td>
<td>28,115</td>
</tr>
<tr>
<td>East Haven</td>
<td>27,923</td>
</tr>
<tr>
<td>New London</td>
<td>27,367</td>
</tr>
<tr>
<td>Newtown</td>
<td>27,173</td>
</tr>
</tbody>
</table>
The 45 covered towns (about 27% of the state’s 169 towns) have about 80% of all residential rental units in Connecticut.

P.A. 22-30 requires that covered towns have their ordinances in place no later than July 1, 2023. There is, however, no need for towns to wait until 2023 to adopt an ordinance, since existing law has long authorized towns to do so. P.A. 22-30 requires towns to notify the Commissioner of Housing within 30 days of adoption of its ordinance and provide the Commissioner with a copy of the ordinance.

The statute itself contains no sanction. The existence of a commission, however, provides each tenant in the town with a substantive right – the right to challenge an unconscionable rent increase – that is not available if the town has no fair rent commission. If a town ignores the statute, we would expect that the Attorney General would bring an action to compel the town to act. We would also expect that any tenant in the town who seeks to bring a fair rent commission complaint could bring a similar action on their own behalf or for the class of all tenants in the town. If these actions did not occur, we think it likely to the 2024 legislature, which will have approximately the same political configuration as the legislature that adopted P.A. 22-30, would impose sanctions, which most likely would be financial.

Six towns with populations below 25,000 have had commissions for many years. One small town – Killingworth – has already adopted a fair rent commission ordinance since P.A. 22-30 was passed. Smaller towns may also want to consider creating joint or regional fair rent commissions. Renters in small towns should have the same right to challenge an unconscionable rent increase that is available to renters in larger towns.

Why can’t tenants just go to court if they object to a rent increase?
Courts in Connecticut have no general power to adjudicate the fairness of rents or rent increases. With certain limited exceptions, tenants have a right to challenge the fairness of a rent increase only in a town that has a fair rent commission. In towns without fair rent commissions, the tenant can accept the rent increase or move. Tenants who refuse to pay the increase will face eviction.

What about tenants protected by “just cause eviction”?

In theory, elderly and disabled tenants who live in apartment buildings of five or more units are allowed to take a rent dispute to court. In practice, however, this almost never happens, because initiating a judicial proceeding is not practical for tenants, and especially not for tenants who are elderly or disabled. It is expensive and would be very difficult to do without an attorney. It is also not realistic for such tenants – many of whom are long-term renters with little capacity to move – to risk their tenancy by refusing to pay a rent increase and gambling that they can win an eviction. The risk of loss is extremely high. If the court doesn’t agree with the tenant, the tenant is evicted. At that point, it is too late to save the tenancy by agreeing to pay the rent increase. Just the filing of a summary process action may also negatively impact the tenant’s record, hindering their ability to secure future housing or credit.

How expensive are fair rent commissions?

Fair rent commissioners, like commissioners of most other local boards, are not paid. In most locations, towns use existing staff to provide whatever support for fair rent commissions is needed. While particularly large towns might consider adding an employee if large numbers of complaints are received, it is anticipated that medium-sized towns would not.

What are the necessary elements of a fair rent commission ordinance?

The primary necessity is that the ordinance should adopt the state Fair Rent Commission Act. Some towns do this by reference to the state statute (C.G.S. 7-148b through 7-148f). Some do it by copying the text of the state statute into the ordinance. Other than that, the only necessary elements are to identify (1) who appoints the members and (2) the number and terms of the commissioners.

How detailed are most ordinances?

The degree of detail varies widely. The practical difference is in how much is left to the commission to decide and how much is to be controlled by the ordinance. There appear to be two types of ordinances:
• **Minimum ordinance**: The ordinance contains only the necessary elements referred to above, i.e., adoption of the state statute by cross-reference or by copying the language of the state statute into the ordinance, identification of the appointing authority, and establish the number and terms of commission members.

• **Detailed ordinance**: The ordinance includes a more comprehensive framework for their fair rent commission. Such ordinances may include complaint-filing and hearing procedures, time deadlines, staffing (if any), appeal procedures, and other matters.

**How large are fair rent commissions?**

Existing fair rent commissions vary from 3 to 9 members. Most have either 5 or 7.

**Who names the members of the commission?**

The appointing authority is usually the municipal executive, particularly in the larger towns (sometimes with confirmation by the legislative body required) or the legislative body.

**Do commission ordinances balance landlords and tenants?**

The Fair Rent Commission Act leaves it to each town to decide on how to balance a fair rent commission. About half of the existing ordinances are silent on the question of balancing, leaving the matter to the appointing authority as to the balance of landlords, tenants, and neither (i.e., a homeowner who is not a landlord). Any mixture is acceptable. The other half of the ordinances require some degree of balance, usually in one of two ways:

• **An equal number of landlords and tenants**: This number might or might not be specified in the ordinance. Since all existing commissions have an odd number of members, this approach means that at least one member will have to be neither a landlord nor a tenant.

• **A minimum number of landlords and tenants**: Some ordinances include a specific number. For example, a five-member commission could be required to have at least two landlords and two tenants. In that case, the fifth member could be a landlord, a tenant, or a non-landlord homeowner.

Unless the ordinance requires a specific or a minimum number of landlords and tenants, it is possible for a commission to be made up entirely of non-landlord homeowners.

**Are commission members required to have special expertise?**
No. The background of members is left to the municipal appointing authority. It is expected that it will be possible to obtain member training if it is desired.

**Is there a required political party distribution?**

Yes, fair rent commissions are government agencies subject to the Minority Party Representation statute (C.G.S. 9-167a), which limits the maximum number of members of a board who can be registered in the same political party.

**Are fair rent commissions advisory only?**

No, they have the power to make binding decisions, in the same manner that other municipal boards can make binding decisions. Most fair rent commissions, however, encourage conciliation of disputes, and most fair rent complaints are resolved without the need for a formal hearing. The very existence of a fair rent commission often generates a bargaining process that results in agreements between the landlord and the tenant.

**What is the legal standard that fair rent commissions apply?**

Under C.G.S. 7-148c, a rental charge must be “so excessive, with due regard to all the circumstances, as to be harsh and unconscionable.” That statute also requires the commission to consider 13 “circumstances” “as are applicable.” Under C.G.S. 47a-23c, a rental increase involving a tenant who resides in a building with five or more units and who is either sixty-two years of age or older or disabled must be “fair and equitable.”

**What are those standards?**

Fair rent commissions do not treat all 13 numbered circumstances as equally important. The literal wording of some of the circumstances, as originally written in 1969, may at times seem a bit dated. In practice, the primary circumstances are usually the size of the rent increase, the landlord’s costs, and the condition of the premises. The 13 circumstances can be grouped into these six categories. The numbers in the parentheses are the numbers they are given in the statute.

- **Size and history of rent increases**
  - The amount and frequency of increases in rental charges (#12).
- **Landlord operating costs**
• The amount of taxes and overhead expenses (#7).

• **Condition of the premises**, including whether the premises are substandard:
  - Whether the accommodations are in compliance with the ordinances of the municipality and general statutes relating to health and safety (#8);
  - The sanitary conditions existing in the housing accommodations in question (#2);
  - Repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein (#6);
  - Whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations (#13);
  - Damages done to the premises by the tenant, caused by other than ordinary wear and tear (#11).

• **Comparable rents in the neighborhood and municipality:**
  - The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality (#1).

• **Facilities and services included in the rent**
  - The size and number of bedrooms contained therein (#5);
  - The availability of utilities (#10);
  - The numbers of bathtubs or showers, flush water closets, kitchen sinks and lavatory basins available to the occupants thereof (#3);
  - Services, furniture, furnishings and equipment supplied therein (#4).

• **Income of the tenant and the availability of places to which the tenant can move**
  - The income of the petitioner and the availability of accommodations (#9).

**Can a commission consider other circumstances?**

Yes. The statute does not preclude consideration of other circumstances if they are relevant to the statutory standard of harsh and unconscionable.

**Can a town make up its own standard?**

No. The statutory standard is mandatory.

**Is there a formula for weighing the factors?**

No, it is within the discretion and judgment of the commission.

**How are these circumstances proven to the commission?**
It is usually up to the parties to provide the commission with evidence upon which it can base a decision. If, however, a tenant objects to a rental charge based on the condition of the premises, it is common for a commission to request that a town health or safety inspector (e.g., a housing, building, or fire code official) inspect the premises in the same manner as if a complaint had been made with the agency by the tenant.

If a proposed rent increase keeps the rent within the Section 8 fair market rent (FMR) limits, does that mean that the rent increase cannot be so excessive as to be harsh and unconscionable?

No. While the Section 8 FMRs are one factor that can be considered by a commission, there are multiple reasons why they are not decisive. First, they are based on a larger geographical area than the part of the town where the apartment is located. Second, they assume an apartment with no significant code violations. Third, they assume that heat and electricity are included in the rent. Fourth, they are not limited to the rents of tenants already in place but include “asking” rents for new tenants. Fifth, they represent a portion of only one of the applicable statutory factors to be considered under C.G.S. 7-148c. For example, they ignore the size of the increase, which is one of the most significant factors. They do not take into consideration the income of the tenant or availability of affordable apartments to which the tenant could relocate. They do not take into consideration the landlord’s actual costs. Indeed, comparable costs, even if known exactly, are only one of the factors that a fair rent commission can consider.

If the commission finds that rental charges are harsh and unconscionable, what can it do?

It can limit the rent to an amount that is “fair and equitable.” In setting that amount, C.G.S. 7-148d requires that the same 13 circumstances be applied.

What commission orders are most common?

Commissions have considerable discretion to fashion a result that is fair and equitable. For example, a commission can:

- Reduce the rent increase or rental charge to an amount that is fair and equitable.
- Phase in a rent increase over time.
- Condition a rent increase or lower a rental charge until the landlord complies with housing code orders or other property maintenance standards. In this way, when health and safety issues are raised, commissions can buttress health and safety code enforcement.

A commission can also deny relief to the tenant (i.e., by holding that the rental charge is not harsh and unconscionable).
Can a complaint be filed about charges other than the monthly rent?

Yes. C.G.S. 7-148b(a) explicitly provides that “rental charge” includes “any fee or charge in addition to rent.”

Can a tenant file a complaint when there is no rent increase?

Yes. The requirement for fair rent commission jurisdiction is that the rental “charge” must be “so excessive” as to be “harsh and unconscionable.” There are at least two types of circumstances where this may apply in the absence of a rent increase. One is when the services provided by the landlord have been reduced. For example, the landlord could provide that utilities once paid by the landlord will in the future be switched to the tenant with no adjustment of the rent. This is functionally a rent increase. The other is that the building has been allowed to deteriorate because of lack of landlord maintenance to the point that the rent has become significantly out of balance with what the tenant is receiving.

Are any types of housing excluded from fair rent commissions?

The only exclusion explicitly permitted by the Fair Rent Commission Act is for “seasonal” rentals, which are defined as short-term rentals cumulating less than 120 days per year. However, there are some other arrangements that may be excluded by other laws. For example, arrangements that are not subject to the Landlord-Tenant Act under C.G.S. 47a-2 are ordinarily not covered (e.g., nursing homes or transient occupancy in a hotel or motel).

Can towns choose to exclude additional categories of rentals?

No. Exclusions are limited to those contained in the Fair Rent Commission statute itself unless preempted by other laws.

Are college dormitories covered?

No. They are excluded from the Landlord-Tenant Act by C.G.S. 47a-2(a)(1). Student-occupied apartments, however, are covered.

Are mobile home parks covered by fair rent commissions?

Yes, they are explicitly covered by C.G.S. 7-148b(b). In mobile home parks, most residents own their home but rent the lot. They are therefore renters and are covered by all of the landlord-tenant laws, including the Fair Rent Commission Act. In fact, residents of mobile home parks have often been the driving force behind the creation of fair rent commissions in smaller towns. That was the case in Westbrook, Colchester, and Clinton.
Can commissions accept complaints from Section 8 recipients?

Yes. The tenant’s share of a Section 8 rent is set by federal law at 30% of the tenant’s income if the rent falls within the voucher administrator’s payment standards, which are based on federal fair market rents. A voucher administrator will also assess whether the rent is “rent reasonable,” meaning it is in line with rents paid by tenants without Section 8 vouchers. The Section 8 program, however, does not limit the actual rent charged by the landlord, which remains subject to limitation by a fair rent commission under the state statute. Commission jurisdiction is very important to a Section 8 tenant, because an increase to an unconscionable rent level may make it impossible for the tenant to continue to live in the apartment, since the tenant may have to cover the rent increase from the remainder of his or her income—Section 8 may not necessarily pay the difference. If the increase is not “rent reasonable,” then the tenant will not receive any Section 8 assistance for the apartment. The reduction of an unconscionable rent increase by a fair rent commission to a fair and equitable level may thus result in the tenant being able to continue to afford the apartment or to receive Section 8 assistance for it. In other words, federal law controls what portion of the rent will be paid by the tenant, but a fair rent commission can limit the dollar amount of the rent itself. Fair rent commissions are the only entity with the power to order a lower rent, and denial of Section 8 tenants’ access to this relief is neither fair nor required by federal law. There is no exception under the state air Rent Commission Act for Section 8 tenants, and they are presumptively covered. In addition, commissions are empowered to address not only rent increases but also the condition of the premises in relation to the rent. Section 8 tenants, like other tenants, need access to commissions in cases if the rent for their apartment is unconscionable due to poor conditions or a decrease in amenities.

Can commissions accept complaints where the tenant has already signed a new lease?

Yes. It is not unusual for tenants to sign a lease even where they believe the rent increase is unreasonable because they are afraid of losing their housing, fear landlord retaliation if they object to a rent increase. They may fear they will not be offered a new lease if they complain, or do not believe that they have any choice other than to move or face eviction. Tenants in this situation may not even be aware of the existence of fair rent commissions until after they have signed their lease. Implicit in the filing of a fair rent complaint, including after a lease is initially signed, is that the tenant does not in fact agree to the rent increase or the rental charge amount. Commissions must accept these complaints and review them under the same standard they apply to other complaints. Indeed, in a town with a fair rent commission, the tenant has a statutory right to challenge the increase and to an adjustment of the rent if a local fair rent commission determines, in the words of the statute, that the rental charge is “so excessive as to be harsh and unconscionable.”

Can a commission limit the rent of a tenant in a building constructed under a zoning provision that requires a percentage of units to be set aside so as to be affordable for tenants below a certain income level?

Yes. Such zoning or deed restrictions may, either directly or indirectly, impose a maximum rent, but they do not preclude lesser rents. There is nothing in these restrictions that prevents a municipal
agency from requiring a lower rent. This is sharp contrast to housing authority rents, which usually set the tenant’s rent at a specific dollar amount based on an exact percentage of the tenant’s income.

**Who bears the burden of proof?**

The tenant bears the burden of proof that the rental charge is harsh and unconscionable. On other issues, it will depend on who has access to the information.

**Can’t a tenant go to the housing court to resolve a fair rent complaint?**

No. Courts can enforce rights, but, with narrow exceptions (see just cause eviction below), the right to challenge rent increases exists only for tenants in towns with fair rent commissions.

**Can the parties be represented by attorneys?**

They can be, but often they are not. As with other administrative agencies, a certain amount of structure and formality is required at hearings, but hearings are ordinarily much less formal than court hearings. Testimony, however, is under oath.

**Can the commission group cases complaining about the same rent increase?**

Yes. For purposes of the hearing, if multiple dwelling units in the same building or complex complain about the same rent increase, the commission can group them for hearing. It will, however, have to decide each case individually.

**Can one tenant or a tenant union file a complaint on behalf of other tenants?**

It depends. If multiple tenants want to file a complaint over the same or similar issues, they will usually file separate complaints, which the commission can investigate and hear together. Some towns are now looking into the possibility of a tenant association or union filing a group complaint for multiple tenants. It is our belief that this can be done, but it requires a framework in which all tenants that will be covered by the complaint indicate to the commission consent to the filing (e.g., by signing a joint complaint), are given separate notice by the commission of all aspects of the proceeding, and are given an opportunity to present their own separate issues at the hearing, as there may be issues (e.g., the tenant’s income or the condition of the tenant’s apartment) that may require individualized information from the tenant.

**What rent do tenants pay while the complaint is pending?**
The Fair Rent Commission Act is silent on this question, and different commissions have different practices. We believe that the only proper answer is that the tenant should pay the last agreed-upon rent or the amount of the last rent prior to the increase complained of.

**The Fair Rent Commission Act speaks of rent being paid into escrow. Do most tenants pay rent to the commission in escrow?**

No. Rent escrows are rare. The Fair Rent Commission Act mandates the use of a municipal escrow account only if the commission suspends the payment of **all** rent while waiting for the landlord to comply with orders to make repairs required by the code agency. The tenant instead would continue to pay the landlord either the last agreed-upon rent, the last rent before a disputed rent increase, or some other interim rent set by the commission.

**Are the commission hearings public?**

Yes, commissions are municipal agencies and are subject to the state Freedom of Information Act. Both the hearing itself and the commission deliberation are open to the public to observe. Members of the public cannot speak, however, unless they are called as witnesses.

**When does a commission make its decision?**

It depends, and different commissions may have different practices. Once the hearing is completed, commissions often move directly into the decision portion of the meeting so as to be able to decide the case the same day. Sometimes, however, a decision may have to wait for a subsequent event (e.g., a housing code inspection), if it was not arranged before the hearing.

**Who gets to testify at a fair rent commission hearing?**

Each commission sets its own procedures. Fair rent commission hearings are usually run like other administrative hearings. They are less formal than court hearings but must still be orderly and structured. The parties can each testify and can call witnesses. Anyone testifying can be questioned by commission members or by the parties themselves (or by their representative, if they have one). The tenant (who is the complainant) and the tenants’ witnesses usually go first, after which the landlord and the landlord’s witnesses would usually testify. Testimony is ordinarily under oath. The commission can also hear testimony from other witnesses with relevant information (such as a municipal housing code inspector who has inspected the property), even if not called by a party. Members of the public do not have a right to testify at their own initiative.

**Are expert witnesses required?**
No. The parties, or other individual witnesses, can testify as to matters within their own knowledge. For example, the tenant or the landlord can testify as to the condition of the premises, the history of past rent increases, or other rents in the neighborhood. If testimony is in conflict, it is up to commission members to decide whom to believe. On some objective matters, however, evidence may be needed. For example, a landlord who claims to be losing money without a large rent increase may be expected to present documentary evidence of income and expenditures.

**Do fair rent commissions need an appraiser?**

No. Commissions deal with rentals, not home purchases. More important, if comparative rents are an issue, it is up to the parties to bring such comparables to the attention of the commission.

**Do the parties have to testify?**

As a practical matter, the tenant must testify or otherwise provide evidence, since the tenant must show that the rental charge is harsh and unconscionable. The commission’s decision must be based on the evidence before it. If the landlord does not appear at the hearing or otherwise provide testimony, the commission must make its decision based on what the tenant or other witnesses provide.

**Does evidence have to be documented in writing?**

Not necessarily. The testimony of the parties themselves is evidence.

**What if a party refuses to produce written evidence of something important, like the property’s revenue and costs, or the tenant’s income?**

To some extent, it depends on the relevance of the evidence. For example, if a landlord claims that a rent increase is necessary to cover increased costs but refuses to provide the commission with a breakout of income and expenditures, the commission could assume that the increase is not necessary to cover costs. It would, however, still need to consider other factors affecting the fairness of the increase. Similarly, if a tenant claims to have insufficient income to pay a rent increase but refuses to disclose income, the commission could assume that the tenant could afford the increase but would still have to consider other reasons why the increase might be unconscionable. The commission also has the power to subpoena information if it chooses to do so.

**Should commission hearings be recorded?**

Yes. There is no need for a stenographer or a transcript, but a recording can be necessary if a decision is appealed to the courts. A transcript is not necessary, but commission proceedings – both the hearing and discussion portions of the meeting – should be either audio- or video-taped. There is no need for transcription unless an appeal is taken.
**Should a commission decision be reduced to writing?**

Oral commission decisions should be reduced to writing. There are two principal purposes for written decisions, even if the parties are present for the commission’s oral discussion of the complaint and for the motion that is voted on to dispose of the case. The first is that the parties need to know clearly what the decision is. A written decision can avoid later disputes as to what the commission has determined. Second, although appeals are uncommon, the commission’s decision should be sufficient to withstand reversal on appeal. Courts will usually be willing to review the transcript of the hearing and meeting to search for the commission’s reasons, but they are not always willing to do so. The better practice is for a written statement of the decision itself and a brief summary of the reasons for the decision. That reduces the risk of a reversal on appeal and, indeed, also discourages the losing party from taking an appeal in the first place.

**How detailed should a written decision be?**

There appears to be a wide variation in municipal practices. A written decision should state the actual decisions of the commission on all issues before it and, at least briefly, the primary reasons for those decisions. If the decision is conditional (e.g., a rent reduction until certain repairs are made), it should say how the trigger will be activated (e.g., how it will be determined that the repairs have been completed). If a rent increase is to be phased in, it should state the phase-in dates. It should also state the main reasons behind the particular decision (e.g., why an increase was approved, denied, or modified). A paragraph will often be sufficient.

Some commissions prefer to make more detailed decisions. For example, some commissions go through the statutory factors, one at a time, and state whether and how the factor played a role in the decision. Commissions should be aware that all factors are not applicable to every case, and commissions are not limited to considering the 13 statutory factors but can consider other relevant matters.

The reason for flexibility in the content of decisions is that the courts have been flexible in reviewing decisions. Three principles apply. First, administrative agencies have broad discretion and will be upheld if they could reasonably have reached the decision that they reached. Judges, in other words, do not decide how they would have decided the case if they were sitting on the commission but rather, based on the record before the commission, whether a commission could reasonably have reached the decision it reached. Second, a reviewing court will look at the transcript of the hearing and meeting to try to identify the reasons for the commission’s decision, even if they are not stated by the commission. Third, as a lay municipal board, the courts will not be overly technical in imposing requirements. See, for example, *Southview Property Renewal, LLC v. Fair Rent Commission of the City of New Haven*, 2010 WL 2397031 (2010).
Who should write the decision?

Again, commissions vary greatly in how a written decision is prepared and approved. Decisions are usually made orally during the same session that the case is heard. An oral decision is announced but a decision will not have been written at the time. In theory, a decision could be written after the meeting as a draft decision and brought back to the commission for approval at the next meeting. Most commissions do not do that, in part because it imposes a delay (often a month) that neither party wants and partly because the commission membership present at the next meeting may not be the same members present at the meeting when the case was heard. It is our belief that, after the meeting at which the case is decided, a municipal staff member who was present at the commission (or, if there is no staff, the commission's chairperson or secretary), will write the decision and have it reviewed and OK'd by the commission chair. It will then be sent to the parties as the decision of the commission. It is not brought back to the commission for final approval unless someone objects to the write-up. This seems to have been accepted as a satisfactory procedure.

Can the parties appeal?

Yes, either party can appeal to the courts. Appeals from fair rent commissions, however, are not common.

Is the town involved if an appeal of a fair rent commission decision is taken?

Yes. The commission is a municipal administrative agency, and appeals from agency decisions are taken against the agency (or the municipality). Thus, even though a fair rent commission complaint is tenant vs. landlord, an appeal from a fair rent commission decision will be the losing party vs. the commission (or the municipality). As a result, the municipality will have to represent the commission on the appeal.

Is the non-appealing party a necessary party to the appeal?

It is our understanding that non-appealing parties are not necessary parties to an appeal, but we believe that they commonly are participants. For example, in an appeal by the landlord, the landlord may take the appeal against both the municipality and the tenant, thereby making the tenant a party to the appeal. If the landlord appeals only against the commission, the tenant may seek to intervene (particularly if the tenant has a lawyer). It is possible, however, for an appeal to involve only the losing party (the appellant) and the municipality.

Is the deadline for filing a fair rent commission appeal calculated from the date of the oral or the written commission decision?
The Fair Rent Commission Act is silent on this question, and different commissions have different practices. Assuming that the commission produces a written decision (which we believe it must produce), we think the proper answer is that the timeline for appeals should start from the date of the written decision. Appeals to fair rent commission decisions are usually based on a challenge to the commission’s application of the state statute and/or local ordinance. It is difficult and may be impossible for parties to know whether they have cause to appeal merely based on the commission’s oral decision. This makes it important for the commission to have a method of converting oral decisions made on the day of the hearing into written decisions. Because of the silence of the Fair Rent Commission Act, the commission’s notice of the right to appeal should explicitly state the number of days in which to appeal and that that the appeal period begins from the date of the written decision.

**Can a fair rent commission protect a tenant against retaliation?**

Yes. C.G.S. 7-148d(b) explicitly authorizes the issuance by the commissioner of a cease and desist order to prevent retaliation. C.G.S. 7-148f explicitly authorizes fines for violating orders of a commission.

**Does the protection against retaliation apply only if the tenant wins the case?**

No, it applies even if the tenant loses. The protection against retaliation is intended to allow tenants to file a complaint without fear of punishment or eviction without cause. If the commission rejects a tenant rent increase because it finds it is not unconscionable, the tenant can be evicted for not paying the rent increase going forward but cannot be evicted because a complaint was made.

**Can a landlord proceed with an eviction against a tenant who has filed a complaint with a commission?**

No. A commission can issue a cease and desist order to stop retaliatory behavior by a landlord. If, however, the landlord disobeys such an order, only a court can stop further proceedings in the court. If properly presented, it is expected that a court would do so.

**Do commissions lose jurisdiction over a complaint if the landlord files a summary process action?**

No. Fair rent procedures are separate from summary process actions and can proceed at the same time. Where a commission determines that a summary process action is retaliatory, the commission has the power under C.G.S. 7-148d(b) to issue a cease-and-desist order requiring the landlord to withdraw the case. It does not matter whether the summary process action is initiated before or after the fair rent complaint is filed by the commission. The commission, however, does not have the power to issue an order directed to the court to stop an eviction. The commission’s order must be directed to the landlord, in the words of C.G.S. 7-148d(b), to cease and desist if the commission determines that the landlord “has retaliated in any manner” because of the tenant’s complaint to the commission. This includes discontinuing any conduct by the landlord that implements the retaliation.
For example, the commission could order that a landlord rescind a notice to quit, withdraw a pending summary process action, or move to open a summary process judgment.

**How should a cease and desist order be delivered or served?**

A cease and desist order (e.g., to stop retaliation) will initially be approved by motion at a meeting of the commission and is therefore likely to be oral. If the landlord or landlord’s lawyer is present, he or she will know about it immediately, and it should be treated as immediately effective. The order should also be reduced to writing. We believe it is not necessary to use a marshal for “service,” but the landlord must receive notice of the order. We suggest that two copies be delivered – one by first-class mail with tracking (which will prove the date, time, and location where it was left) and one by certified mail with return receipt requested (which will prove it was received). This double mailing assures proof of delivery even if the landlord fails to claim the mail.

**Is a fair rent commission order against bringing or maintaining an eviction action limited to actions based on non-payment of a rent increase that has been disapproved by the commission?**

No. It can include any “no cause” eviction, i.e., an eviction based on “lapse of time” or “no longer has a right or privilege to occupy.” The filing of a fair rent commission complaint against a rent increase indicates that the tenant is not agreeing to, or has withdrawn agreement to, a rent increase. An eviction based on non-payment of “rent” is inherently retaliatory if it is based on the failure to pay the landlord’s proposed new rent, because it is charge to which the tenant has not agreed. A failure to renew the lease after a tenant has filed a complaint with a fair rent commission (for which the legal ground is “lapse of time” or “no longer has a right or privilege to occupy”) is retaliatory because it is within six months of the filing or a fair rent commission complaint or within six months of a fair rent commission order and therefore barred by C.G.S. 47a-20, which the commission can enforce. C.G.S. 47a-20a states the only exceptions to this ban.

**Is it sufficient for the commission to leave it to the tenant to seek enforcement of a cease and desist order?**

No, it is not sufficient. Although there is no formal legal requirement that the commission take any action after issuing an order, the failure to enforce its orders – especially those prohibiting retaliation and limiting a rent increase – will seriously undercut its authority and, in practice, incentivize landlords to ignore commission orders. The failure to prevent retaliation will discourage tenants from filing complaints in the first place, since they will fear that filing a complaint -- even filing and winning a complaint -- will only get them evicted. The commission thus has an interest in assuring enforcement of its orders that goes beyond the interest of the tenant.

Moreover, the tenant is unlikely to have an attorney and is unlikely to have the skill or capacity to enforce a commission order on his or her own. This makes it a necessity for the commission to assure that its rent limitation orders and its cease and desist orders are complied with.
How can a commission enforce a cease and desist order?

It can do so in at least three ways:

• First, the commission can impose a fine under C.G.S. 7-148f of between $25 and $100 per “offense.” The first five days of non-compliance is considered one “offense.” If the offense continues for more than five days after the order is issued (e.g., a refusal to reduce a rent increase to the amount authorized by the commission), then every day becomes a new offense and the fine becomes a daily fine. We believe that the commission will have to hold a hearing to impose the initial fine, but fines for multiple days can be grouped and the dollar amount set for multiple days at the same hearing.

• Second, the commission (or the municipality on behalf of the commission) can petition the court or otherwise bring a civil action to enjoin violation of the commission’s order. Violation of the court order would be enforceable by the court as a contempt of court.

• Third, if the cease and desist order applies to the landlord’s bringing or maintaining a retaliatory eviction, the commission has additional enforcement tools.
  a. It should file in the eviction action a certified copy of the cease and desist order. It is critical that the eviction court know that a cease and desist order has been issued.
  b. It should provide the tenant with a certified copy of the cease and desist order so that the tenant will have a copy as well and can present it to the court if necessary.
  c. The commission (or the municipality, on behalf of the commission) can seek to intervene in the eviction case for the purpose of vindicating its order and assuring compliance. While the tenant has an obvious interest in a cease and desist order being enforced, the municipality has an independent interest that landlords not violate the commission’s orders. It is also likely that the tenant will not be represented by counsel and may well lack the knowledge or skills to adequately explain or defend the commission’s order in court.

The commission does not have power to order a court to do anything, but it can ask a court to enforce its orders or to take them into consideration.

Can new tenants get a rent reduction by claiming that the rent is too high?

No. Fair rent commissions apply only to tenants, not applicants. A person must already be living in the dwelling unit to be able to complain about an unconscionable rent. In practice, fair rent commissions provide a mechanism that can protect existing tenants. In that sense, they have the capacity to help “stabilize” the rent for tenants who are already in place.

How do fair rent commissions differ from rent control?

They are entirely different. Fair rent commissions respond to cases from individual renters and apply an equitable unconscionability standard to address particularly unfair situations. Rent control, in contrast, regulates the rents in the entire housing market. Rent control systems usually authorize an annual
inflation adjustment (e.g., 3%) by which landlords can raise the rent without need for approval, but they require a showing of justification and permission for rent increases above that level. The market impact of rent control is quite substantial. Fair rent commissions do not have the same impact on the housing market.

**What is meant when it is said that the purpose of a fair rent commission is “rent stabilization”?**

Fair rent commissions do not regulate the rental market, because they are not available to new tenants. They allow a commission to reject or moderate a rent increase, or adjust downward an existing rent because of substandard commissions or lease non-compliance, for an existing tenant. Their purpose, in other words, is to stabilize existing tenants in their existing apartments by limiting the ability of landlords to force them to move by significant increases in rent, decreases in service, or decreases in housing quality, recognizing that moving can pose a hardship to a tenant and there may not be other affordable rental options for them. That is the reason that commissions can consider a wide range of factors in making their decisions and also one of the reasons why a commission can reject a rent increase, even if it is below market rent.

**How is a fair rent commission different from a housing authority?**

A housing authority manages or builds government-owned public housing. A fair rent commission is a local board that responds to complaints from renters about excessive rental charges.

**What is the connection between fair rent commissions and housing code enforcement?**

For some towns, the impact of a fair rent commission on code enforcement is at least as important as addressing the fairness of rent increases. It is not unusual for a fair rent commission to delay a proposed rent increase, or even lower an existing rent, until the landlord brings the apartment into compliance with the enforcement orders issued by the town’s housing or health code agency. In this way, fair rent commissions often support municipal code enforcement and avoid the need for the town to go to court to enforce code orders.

**Can two or more towns create a regional fair rent commission?**

Yes. This is explicitly permitted by C.G.S. 7-148b(d).
Fair Rent Commission Model Ordinance

Section 1. Creation of Fair Rent Commission

(a) Pursuant to and in conformity with C.G.S. §§ 7-148b through 7-148f, 47a-20 and 47a-23c, there is hereby created a Fair Rent Commission (“Commission”) for the purpose of controlling and eliminating excessive rental charges for housing accommodations within the town, and to carry out the purposes, duties, responsibilities and all provisions of the above described sections and any other sections of the statutes, as they may be amended from time to time, pertaining to fair rent commissions.

(b) The Commission shall consist of seven (7) members and three (3) alternates, all of whom shall be residents of the [Town/City of __________]. Of the seven (7) regular members, at least two (2) shall be landlords and two (2) shall be tenants. Among the alternate members, at least one (1) shall be a landlord and one (1) shall be a tenant.

The members and alternates shall be appointed by the [Town Council/Mayor]. A quorum shall consist of four (4) members or seated alternates. Members of the commission shall serve without compensation.

(c) Members of the Commission shall be appointed for staggered terms of four (4) years. Vacancies on the Commission shall be filled, within a reasonable time, in the manner of original appointment for the unexpired portion of the term. Any member of the Commission may be reappointed in the manner of original appointment.

Section 2. Powers of the Commission

(a) The Commission’s powers shall include the power to:

(1) Receive complaints, inquiries, and other communications concerning alleged excessive rental charges and alleged violations, including retaliation, of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, C.G.S. 21-80a and C.G.S. § 47a-23c in housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction, which jurisdiction shall include mobile manufactured homes and mobile manufactured home park lots. “Seasonal basis” means housing accommodations rented for a period or periods aggregating not more than 120 days in any one calendar year. “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, and includes any charge that is already in effect;
(2) Make such studies and investigations regarding rental housing within the [town/city] as are appropriate to carry out the duties and responsibilities delegated hereunder, and subject to the terms, limitations and conditions set forth herein;

(3) Conduct hearings on complaints or requests for investigation submitted to it by any person, subject to the terms, limitations and conditions as set forth herein;

(4) Compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions;

(5) Determine, after a hearing as set forth herein, whether or not the rent for any housing accommodation is so excessive as to be harsh and unconscionable;

(6) Determine, after a hearing as set forth herein, whether the housing accommodation in question fails to comply with any municipal ordinance or state statute or regulation relating to health and safety;

(7) Determine, after a hearing as set forth herein, whether a landlord has engaged in retaliation in violation of Section 6 below and make such orders as are authorized herein;

(8) Order a reduction of any excessive rent to an amount which is fair and equitable, and make such other orders as are authorized herein;

(9) Order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring such housing accommodation into compliance with any municipal ordinance or state statute or regulation relating to health and safety;

(10) Establish an escrow account with a local bank or financial institution into which it shall deposit all rent charges or other funds paid to it pursuant to Section 5 herein; and

(11) Carry out all other provisions of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, 21-80a and C.G.S. § 47a-23c as now existing and as hereinafter amended, as they apply to fair rent commissions.

Section 3. Determination of Excessive Rent

(a) In determining whether a rental charge or a proposed increase in a rental charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, the Commission shall consider such of the following circumstances as are applicable to the type of accommodation:

(1) The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality;

(2) The sanitary conditions existing in the housing accommodations in question;
(3) The number of bathtubs or showers, flush waste closets, 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 such accommodations reasonably livable for the occupants accommodated therein;

(7) The amount of taxes and overhead expenses thereof;

(8) Whether the accommodations are in compliance with the ordinances of the [town/city] and the General Statutes of the State of Connecticut relating to health and safety;

(9) The income of the petitioner and the availability of accommodations;

(10) The availability of utilities;

(11) Damages done to the premises by the tenant, caused by other than ordinary wear and tear;

(12) The amount and frequency of increases in rental charges; and

(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 accommodations.

Nothing in this section shall preclude the Commission from considering other relevant circumstances.

(b) The rent of a tenant protected by C.G.S. § 47a-23c who files a complaint with the Commission pursuant to C.G.S. § 47a-23c(c)(2) may be increased only to the extent that such increase is fair and equitable, based on the criteria set forth in C.G.S. § 7-148c.

Section 4. Procedures and Hearing on Complaints

(a) Upon the filing of a complaint, the Commission shall promptly notify all parties in writing of the receipt of the complaint. Such notice shall also inform the parties that the landlord is prohibited from retaliating against the tenant due to the filing of the complaint. It shall also inform the parties that, until a decision on the complaint is made by the Commission, the tenant’s liability 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, and that an eviction based upon non-payment of rent cannot be initiated against a tenant who continues to pay the last agreed-upon rent during the pendency of the fair rent commission proceeding.
(b) If a complaint alleges housing conditions that violate a housing, health, building or other code or statute, the Commission shall notify the appropriate municipal office or agency, which may then concurrently exercise its own powers. In addition, the Commission may request that the appropriate municipal official or agency promptly investigate and provide a report to the Commission.

(c) If two or more complaints are filed against the same landlord by tenants occupying different rental units in the same building, complex, or mobile home park that appear to raise the same or similar issues, the Commission may consolidate such claims for hearing.

(d) The Commission or municipal staff may, to the extent practicable, encourage the parties to the complaint to reach a mutually satisfactory resolution through informal conciliation. Municipal staff may serve as informal conciliators. Any agreement to resolve the complaint shall be in writing and signed by the parties.

(e) A hearing on the complaint shall be scheduled no later than thirty (30) days after the filing of the complaint, unless impracticable. Written notice of the date, time, and place of the hearing shall be given to the parties to the complaint at least ten (10) days prior to the hearing by first class and certified mail and, if practicable, by electronic mail.

(f) All parties to a hearing shall have the right to be represented, to cross-examine witnesses, to examine documents introduced into evidence, and to call witnesses and introduce evidence. The testimony taken at a hearing shall be made under oath. Hearings shall be recorded.

(g) In the event that there is insufficient time to complete a hearing or for other cause, the Commission shall have the power to adjourn the hearing to another time and date.

(h) No sale, assignment, transfer of the housing accommodation in question or attempt to evict the tenant shall be cause for discontinuing any pending proceeding nor shall it affect the rights, duties and obligations of the Commission or the parties.

Section 5. Rent Reduction Order and Repairs

(a) The Commission shall render its decision at the same meeting at which the hearing on the complaint is completed or within thirty (30) days following such date, unless impracticable. In accordance with the state Freedom of Information Act, both the hearing itself and the deliberation by the Commission shall be open to observation by the public. Until a decision on the complaint is made by the Commission, the tenant’s liability 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.

(b) If the Commission determines after a hearing that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive, based on the standards and criteria set forth in Section 3, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable, effective the month in which the tenant filed the complaint. A Commission’s orders may include, but are not limited to, a reduction in a rental charge or proposed rent increase; a delay in an increased rental charge
until specified conditions, such as compliance with municipal code enforcement orders, have been satisfied; or a phase-in of an increase in a rental charge, not to exceed a fair and equitable rent, in stages over a period of time. Commission orders shall be effective for at least one (1) year from the date of issuance, unless the Commission otherwise orders.

(c) If the Commission determines after a hearing that a housing accommodation fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, the Commission may order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring the housing accommodation into compliance with such laws, statutes, or regulations. If the Commission’s order constitutes a complete suspension of all rent, the rent during such period shall be paid to the Commission to be held in escrow subject to such ordinances or provisions as may be adopted by the town, city or borough. Upon the landlord’s full compliance with such ordinance, statute or regulation for which payments were made into such escrow, the Commission shall determine after hearing such distribution of the escrowed funds as it deems appropriate.

Section 6. Retaliation

(a) No landlord shall engage in retaliatory actions. Retaliatory actions by a landlord include but are not limited to the following:

(1) Engaging in any action prohibited by C.G.S. § 47a-20 or § 21-80a within six months after any event listed in such statutes, including but not limited to within six months after the tenant has filed a complaint with the Commission;

(2) Refusing to renew the lease or other rental agreement of any tenant; bringing or maintaining an action or proceeding against the tenant to recover possession of the dwelling unit; demanding an increase in rent from the tenant; decreasing the services to which the tenant has previously been entitled; or verbally, physically or sexually harassing a tenant because a tenant has filed a complaint with the fair rent commission;

(3) Engaging in any other action determined by the Commission, after a hearing, to constitute landlord retaliation as set forth in C.G.S. 7-148d(b).

(b) In the initial notice scheduling a hearing or conciliation on a complaint, and in its notice of decision, the Commission shall include notice, in plain language, to landlords and tenants that retaliatory actions against tenants are prohibited.

(c) Any tenant who claims that the action of his or her landlord constitutes retaliatory action may file a notice of such claim with the Commission. If the Commission determines, after a hearing, which hearing shall be expedited, that a landlord has retaliated in any manner against a tenant because the tenant has complained to the Commission, the Commission may order the landlord to cease and desist from such conduct and order the landlord to withdraw or remediate such conduct as has already occurred.
Section 7. Appeals

Any person aggrieved by any order or decision of the Commission may appeal to the Superior Court within thirty (30) days of the issuance of the written notice of the decision to the parties. Such notice shall include notice of the right to appeal, the court to which an appeal may be taken, and the time in which an appeal must be filed. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

Section 8. Failure to Comply with Commission Orders

(a) 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 § 7-148e is pending, or who violates any other provision of this chapter or C.G.S. § 47a-20 or 21-80a or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than $25 nor more than $100 for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.

(b) The Commission, in its own name or through the municipality, may bring a civil action to any court of competent jurisdiction or take any other action in such a court to enforce any order of the Commission made pursuant to this subchapter, or to enjoin a violation or threatened violation of any order of the Commission.
Fair Rent Commission Model Ordinance
with Annotations
Section 1. Creation of Fair Rent Commission

**Statute:** C.G.S. § 7-148b(b)

(a) Pursuant to and in conformity with C.G.S. §§ 7-148b through 7-148f, 47a-20 and 47a-23c, there is hereby created a Fair Rent Commission (“Commission”) for the purpose of controlling and eliminating excessive rental charges for housing accommodations within the town, and to carry out the purposes, duties, responsibilities and all provisions of the above described sections and any other sections of the statutes, as they may be amended from time to time, pertaining to fair rent commissions.

(b) The Commission shall consist of seven (7) members and three (3) alternates, all of whom shall be residents of the [Town/City of ____________]. Of the seven (7) regular members, at least two (2) shall be landlords and two (2) shall be tenants. Among the alternate members, at least one (1) shall be a landlord and one (1) shall be a tenant. The members and alternates shall be appointed by the [Town Council/Mayor]. A quorum shall consist of four (4) members or seated alternates. Members of

**Annotations**

Subsection (a): This subsection enacts the ordinance and broadly states the purpose of the commission. The phrase “to control and eliminate excessive rental charges” comes from C.G.S. § 7-148b(b). The definitions in C.G.S. § 7-148b(a) can be found in Section 2(a)(1) of the Model Ordinance. The statute leaves membership, terms, appointing authority, and similar matters to the municipality to determine. Those can be found in Subsection (b) of this section.

Subsection (b):

Number of members and alternates: With one exception, all existing commissions have either five (12 commissions), seven (7 commissions), or nine (4 commissions) members. The Model is written for seven members and three alternates as the best size for a commission. It may be easier for a town to fill all slots in a smaller commission, but a seven-member commission makes it easier to deal with member absences. As is common, the Model requires that all commission members be residents of the municipality and that they serve without compensation.

Landlord/tenant distribution: The Model recommends that a seven-member commission include at least two landlords and two tenants and that alternates include at least one landlord and one tenant. The remaining members of the commission could be landlords, tenants, or others, meaning a person who is neither
the commission shall serve without compensation.

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<th>(c) Members of the Commission shall be appointed for staggered terms of four (4) years. Vacancies on the Commission shall be filled, within a reasonable time, in the manner of original appointment for the unexpired portion of the term. Any member of the Commission may be reappointed in the manner of original appointment.</th>
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<td>a landlord nor a tenant, i.e., a single-family homeowner who is not a landlord. For a five-member commission, a minimum of at least one landlord and one tenant is recommended. The existing ordinances vary widely in how – or whether – membership among landlords, tenants, and others is explicitly balanced. The Model is intended to provide towns with flexibility but also to ensure that some members will bring their perspective as either a landlord or a tenant. The requirements for membership adopted by existing ordinances include:</td>
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<td>• Equal number of landlords and tenants: This could be a specific number of each or simply a requirement that the number be equal. Since all commissions have an odd number of members, this approach effectively results in at least one member of the commission being neither a landlord nor a tenant.</td>
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<td>• Minimum number of landlords and tenants: This approach assures that some minimum number of members will be either a landlord or a tenant. It does not require exact equality of membership between landlords and tenants and does not preclude all commission members being landlords, tenants, or others.</td>
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<td>• No minimum: This alternative has no minimum requirements for either participation or balance, i.e., the members of the commission, without restriction, may be landlords, tenants, or others.</td>
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<td>• One commission (New Haven) requires a minimum number of tenants with no minimum requirement for landlords.</td>
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Appointing authority: The appointing authority is ordinarily the Mayor or the municipality’s legislative body. The Model expresses no preference as to this choice.

Subsection (c) -- Term of office: The Model recommends four-year terms, with initial appointments staggered. The most common terms under existing ordinances are two, three, or four years. The Model recommends four-year terms for greater stability.
### Section 2. Powers of the Commission

**Statute:** C.G.S. §§ 7-148b, 7-148c, and 7-148d

(a) The Commission’s powers shall include the power to:

| (1) Receive complaints, inquiries, and other communications concerning alleged excessive rental charges and alleged violations, including retaliation, of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, C.G.S. 21-80a and C.G.S. § 47a-23c in housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction, which jurisdiction shall include mobile manufactured homes and mobile manufactured home park lots. “Seasonal basis” means housing accommodations rented for a period or periods aggregating not more than 120 days in any one calendar year. “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, and includes any charge that is already in effect; |
| Commission jurisdiction: The Model Ordinance follows C.G.S. § 7-148b in excluding only what the statute calls “seasonal” rentals of 120 days or less. Based on the statutory definition, this exclusion is not really “seasonal” but rather “short-term,” i.e., units that are rented out for no more than 120 days per year. These are the only rentals that the Fair Rent Commission Act authorizes an ordinance to exclude from commission jurisdiction, and that is in fact the rule followed by most existing ordinances. Commission jurisdiction regarding C.G.S. §§ 47a-20 (retaliatory conduct) and 47a-23c (seniors and persons with disabilities in buildings and complexes with five or more units) is specifically referenced in C.G.S. § 7-148b(b). C.G.S. § 21-80a is the companion retaliation statute to § 47a-20 in mobile home parks. Mobile home parks are explicitly included in the Fair Rent Commission Act under C.G.S. § 7-148b. |
| Definitions: The definitions of “seasonal basis” and “rental charge” are taken from C.G.S. § 7-148b(a), which makes clear that a “rental charge” does not have to be a new or increased rental payment and that complaints can be based on a reduction in services or substandard conditions. |

| (2) Make such studies and investigations regarding rental housing within the [town/city] as are appropriate to carry out the duties and responsibilities delegated hereunder, and subject to the terms, limitations and conditions set forth herein; |
| Subparts (2) through (11) – Explicit powers: This is a listing of powers commonly exercised by fair rent commissions. |

| (3) Conduct hearings on complaints or requests for investigation submitted to it by any |
person, subject to the terms, limitations and conditions as set forth herein;

(4) Compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions;

(5) Determine, after a hearing as set forth herein, whether or not the rent for any housing accommodation is so excessive as to be harsh and unconscionable;

(6) Determine, after a hearing as set forth herein, whether the housing accommodation in question fails to comply with any municipal ordinance or state statute or regulation relating to health and safety;

(7) Determine, after a hearing as set forth herein, whether a landlord has engaged in retaliation in violation of Section 6 below and make such orders as are authorized herein;

(8) Order a reduction of any excessive rent to an amount which is fair and equitable, and make such other orders as are authorized herein;

(9) Order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring such housing accommodation into compliance with any municipal
ordinance or state statute or regulation relating to health and safety;

(10) Establish an escrow account with a local bank or financial institution into which it shall deposit all rent charges or other funds paid to it pursuant to Section 5 herein; and

(11) Carry out all other provisions of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, 21-80a and C.G.S. § 47a-23c as now existing and as hereinafter amended, as they apply to fair rent commissions.

### Section 3. Determination of Excessive Rent

*Statute: C.G.S. §§ 7-148c and 47a-23c*

(a) In determining whether a rental charge or a proposed increase in a rental charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, the Commission shall consider such of the following circumstances as are applicable to the type of accommodation:

1. The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality;

2. The sanitary conditions existing in the housing accommodations in question;

3. The number of bathtubs or showers, flush waste closets, kitchen sinks and lavatory basins available to the occupants thereof;

Subsection (a) -- Statutory factors: This subsection lists the statutory “circumstances” (i.e., factors or criteria) the commission must consider if they “are applicable to the type of accommodation.” The Model makes explicit that other applicable circumstances can be considered if relevant.

Interpretation of factors: The Model Ordinance recites the exact statutory language of the factors. Not all factors are necessarily of equal importance, and the significance of various factors depends on the individual case. The statute was written in 1969 and some factors may feel dated, but commissions commonly apply a common sense meaning. The factors are often interrelated, and it may be helpful to group them as follows:

- Size and history of rent increases (Item #12);
- Landlord operating costs (Item #7);
- Condition of the premises, including whether it is substandard (Items #2, #6, #8, #11, and #13);
- Comparable rents in the neighborhood and municipality (Item #1);
- Facilities and services included in the rent (#3, #4, #5, and #10);
- The tenant’s income and the availability of alternative housing (Item #9).
<table>
<thead>
<tr>
<th></th>
<th>Services, furniture, furnishings and equipment supplied therein;</th>
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<tr>
<td>(4)</td>
<td>The size and number of bedrooms contained therein;</td>
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<tr>
<td>(5)</td>
<td>Repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein;</td>
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<tr>
<td>(6)</td>
<td>The amount of taxes and overhead expenses thereof;</td>
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<td>(7)</td>
<td>Whether the accommodations are in compliance with the ordinances of the [town/city] and the General Statutes of the State of Connecticut relating to health and safety;</td>
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<td>(8)</td>
<td>The income of the petitioner and the availability of accommodations;</td>
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<td>(9)</td>
<td>The availability of utilities;</td>
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<td>(10)</td>
<td>Damages done to the premises by the tenant, caused by other than ordinary wear and tear;</td>
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<tr>
<td>(11)</td>
<td>The amount and frequency of increases in rental charges; and</td>
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<tr>
<td>(12)</td>
<td>Whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations.</td>
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</table>

**Relationship to C.G.S. § 7-148d:** Under C.G.S. § 7-148d(a), these same factors are used by the commission to set a fair and equitable rent.

**Relationship to commission decision-making:** Section 5(b) of the Model Ordinance identifies common commission decisions and orders that arise from the application of these factors.

Nothing in this section shall preclude the Commission from considering other relevant circumstances.
(b) The rent of a tenant protected by C.G.S. § 47a-23c who files a complaint with the Commission pursuant to C.G.S. § 47a-23c(c)(2) may be increased only to the extent that such increase is fair and equitable, based on the criteria set forth in C.G.S. § 7-148c.

Subsection (b) – Complaints under § 47a-23c: This subsection makes explicit that these same 13 factors are applied in complaints originating under C.G.S. § 47a-23c, which protects elderly and disabled tenants in buildings with five or more units and allows their rents to be increased “only to the extent that such increase is fair and equitable, based on the criteria set forth in section 7-148c.” It also specifically authorizes such tenants to bring a complaint to their local fair rent commission.

### Section 4. Procedures and Hearing on Complaints

(a) Upon the filing of a complaint, the Commission shall promptly notify all parties in writing of the receipt of the complaint. Such notice shall also inform the parties that the landlord is prohibited from retaliating against the tenant due to the filing of the complaint. It shall also inform the parties that, until a decision on the complaint is made by the Commission, the tenant’s liability 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, and that an eviction based upon non-payment of rent cannot be initiated against a tenant who continues to pay the last agreed-upon rent during the pendency of the fair rent commission proceeding.

**Subsection (a) – Immediate notice:** The Model requires that the initial notice upon the filing of the complaint inform the parties that retaliation is prohibited. It also states that the tenant can continue to pay the last agreed-upon rent (or the last rent before a disputed rent increase) and that a landlord cannot initiate or maintain eviction proceedings against a tenant for non-payment of rent or lapse of time who continues to pay this rent while the complaint is pending. This is an important requirement that addresses the problem of landlords attempting to avoid commission jurisdiction or discourage tenant complaints by trying to evict tenants. The commission has the power to prevent retaliatory conduct, and notice is critical to deter retaliation. While the statute is silent as to what rent is to be paid, substantive law is clear that “rent” cannot be set unilaterally but only through an agreed-upon contract. The filing of the complaint inherently demonstrates the absence of agreement.

(b) If a complaint alleges housing conditions that violate a housing, health, building or other code or statute, the Commission shall notify the appropriate municipal office or agency, which may then concurrently exercise its own powers. In addition, the Commission may request that the appropriate municipal official or agency promptly investigate and provide a report to the Commission.

**Subsection (b) -- Housing code violations:** This subsection incorporates the common practice of commissions requesting code inspections and reports by the municipality’s relevant agency if the tenant’s complaint claims code-related violations or problems with conditions as a reason for objecting to the rental charge. The code agency will typically conduct an inspection; issue corrective orders to the landlord under the agency’s own authority, if appropriate; and notify the commission of the result of the inspection, of any orders that have been issued, and of compliance with such orders if it occurs.
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<tr>
<th>Section</th>
<th>Description</th>
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<tr>
<td>(c)</td>
<td>If two or more complaints are filed against the same landlord by tenants occupying different rental units in the same building, complex, or mobile home park that appear to raise the same or similar issues, the Commission may consolidate such claims for hearing.</td>
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<tr>
<td>(c)</td>
<td>Subsection (c) -- Consolidation of complaints for hearing: This subsection incorporates the common practice of consolidating complaints for a hearing when multiple tenants in the same complex file complaints that appear to raise similar issues (e.g., the same rent increase demanded from many units or shared problems with conditions). The commission may continue to treat complaints individually even if the hearings are consolidated. This practice encourages a more efficient presentation of evidence to the commission and minimizes redundancy.</td>
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<td>(d)</td>
<td>The Commission or municipal staff may, to the extent practicable, encourage the parties to the complaint to reach a mutually satisfactory resolution through informal conciliation. Municipal staff may serve as informal conciliators. Any agreement to resolve the complaint shall be in writing and signed by the parties.</td>
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<td>(d)</td>
<td>Subsection (d) -- Conciliation: This subsection incorporates the common practice of attempting to resolve complaints by the agreement of the parties prior to a hearing through informal conciliation. The Model makes explicit that conciliation is appropriate and encouraged, including through participation of municipal staff.</td>
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<td>(e)</td>
<td>A hearing on the complaint shall be scheduled no later than thirty (30) days after the filing of the complaint, unless impracticable. Written notice of the date, time, and place of the hearing shall be given to the parties to the complaint at least ten (10) days prior to the hearing by first class and certified mail and, if practicable, by electronic mail.</td>
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<tr>
<td>(e)</td>
<td>Subsection (e) -- Timing of hearings: This subsection requires that a hearing on the complaint be scheduled within 30 days of the filing of the complaint unless impracticable. This benefits both the tenant and the landlord by minimizing the pendency period. It also encourages the code agency to promptly carry out its inspection and produce at least an initial report, and for the parties to at least begin informal conciliation. Nothing precludes a hearing from being continued or rescheduled if sufficient information is not yet available. The Model also requires ten days’ notice of the hearing, using both first-class and certified mail as well as email, if practicable. The use of multiple methods of notice increases the likelihood that the parties receive the notice.</td>
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<td>(f)</td>
<td>All parties to a hearing shall have the right to be represented, to cross-examine witnesses, to examine documents introduced into evidence, and to call witnesses and introduce evidence. The testimony taken at a hearing shall be made under oath. Hearings shall be recorded.</td>
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<td>(f)</td>
<td>Subsection (f) -- Hearing procedure: The procedures in this subsection are common practice among existing commissions. Hearings do not have the formality or rigidity of a court hearing, but it is important that they be orderly, that all parties are heard, and that an adequate record is retained.</td>
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<td>(g)</td>
<td>In the event that there is insufficient time to complete a hearing or for other cause, the</td>
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<td>(g)</td>
<td>Subsection (g) -- Continuances: The ability to continue the hearing is necessary when information is incomplete or more time is needed for a decision.</td>
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<td>Commission shall have the power to adjourn the hearing to another time and date.</td>
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<td>Subsection (h) -- Transfer of the property: The Model makes explicit that a landlord cannot avoid commission jurisdiction by transferring title. The commission’s decision concerning the complainant will apply to the new owner. The landlord also cannot avoid commission jurisdiction by attempting to evict the tenant. The filing of an eviction action does not deprive the commission of jurisdiction or prevent the commission from asserting jurisdiction.</td>
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### Section 5. Rent Reduction Order and Repairs

**Statute:** C.G.S. § 7-148d(a)

| (a) The Commission shall render its decision at the same meeting at which the hearing on the complaint is completed or within thirty (30) days following such date, unless impracticable. In accordance with the state Freedom of Information Act, both the hearing itself and the deliberation by the Commission shall be open to observation by the public. Until a decision on the complaint is made by the Commission, the tenant’s liability 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. |
| Subsection (a) -- Determination that rent is excessive |
| • Time to render decision: This section clarifies that a commission can, but is not required to, render its decision at the same commission meeting as the hearing. Commissions commonly do this if the hearing provides all information needed to decide. The memories of commission members are fresh, and all members who have heard the evidence are present. The commission otherwise has 30 days to decide. The time is measured from the date of the completion of the hearing. If the commission is waiting for additional information, it should continue the hearing, and the 30 days will not begin to run until the continued hearing is completed. |
| • Open meetings: The state Freedom of Information Act (C.G.S. § 1-200 et seq.) applies to municipal agencies. Both the hearing portion of the meeting and the commission’s deliberations must be open to the public. |
| • Rent liability: The Model limits tenant liability to the last rent prior to the increase complained of or, if the excessive rental charge is not an increase, to the last agreed-upon rent. Holding the tenant liable for a larger amount that was not agreed upon creates a difficult situation for the tenant and discourages complaints. If the tenant loses, the tenant will be liable for the increase going forward. If the tenant wins, the decision is effective retroactive to the month in which the tenant filed the complaint. |

| (b) If the Commission determines after a hearing that the rental charge or proposed increase in |
| Subsection (b) -- Reduction of rent orders: |
the rental charge for any housing accommodation is so excessive, based on the standards and criteria set forth in Section 3, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable, effective the month in which the tenant filed the complaint. A Commission’s orders may include, but are not limited to, a reduction in a rental charge or proposed rent increase; a delay in an increased rental charge until specified conditions, such as compliance with municipal code enforcement orders, have been satisfied; or a phase-in of an increase in a rental charge, not to exceed a fair and equitable rent, in stages over a period of time. Commission orders shall be effective for at least one (1) year from the date of issuance, unless the Commission otherwise orders.

Effective date of rent reduction order: Upon a finding of harsh and unconscionable rent, the statute directs the commission to set a rent that is fair and equitable. The Model makes the order retroactive to the month in which the tenant filed the complaint.

Common decisions and orders: To help commissioners understand the kind of orders that can be issued other than a denial of the complaint, the Model identifies some of the most common ones as examples: a reduction in the rental charge, a delay of a rental increase pending correction of defective conditions, or a phase-in of a rental increase. Note that under the statute (and therefore under the Model ordinance), the commission’s jurisdiction is not limited to rent increases but rather to any “rental charge.” There are at least two types of situations in which the commission may find a rental charge unconscionable, even though it is not a rental increase. One is a reduction in services, such as when a service previously paid by the landlord (e.g., electricity) is transferred to the tenant. The second is when the landlord’s failure to repair defective conditions or adequately maintain the property devalues the rental so as to make the existing rental unconscionable. Other situations may arise as well.

Duration of commission orders: The Model adopts the best practice of specifying a duration for commission orders, which the commission can modify in particular cases. The Model recommends one year, which is the most commonly set duration. This means that a rent reduction will last for one year. Nothing precludes the landlord from seeking a modification sooner, but, after one year, the landlord need not return to the commission to propose a rent increase. A tenant who objects to an increase would have to file a new complaint with the commission.

Written decisions: Although a commission decision may initially be made orally on motion, it should always be reduced to a written decision, with at least a brief statement of the reasons.

(c) If the Commission determines after a hearing that a housing accommodation fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, the Commission may order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as

Subsection (c) – Correction of code violations and escrow payments

Suspension or reduction of rent payments: If the commission finds after hearing that the property fails to comply with state or local health and safety codes, statutes, or regulations, it can reduce or suspend the rent until the landlord complies. Such an order can be part of an interim or a final decision. A commission order can be based on an order of a code enforcement agency, but a code enforcement agency order is
to bring the housing accommodation into compliance with such laws, statutes, or regulations. If the Commission’s order constitutes a complete suspension of all rent, the rent during such period shall be paid to the Commission to be held in escrow subject to such ordinances or provisions as may be adopted by the town, city or borough. Upon the landlord’s full compliance with such ordinance, statute or regulation for which payments were made into such escrow, the Commission shall determine after hearing such distribution of the escrowed funds as it deems appropriate.

not required. A commission order can also be based on evidence it receives at its own hearing.

Escrowing of payments: The Fair Rent Commission Act, and therefore the Model Ordinance, requires the escrow of rent payments to the municipality only in limited circumstances. Escrow payments are required only if the commission orders the suspension of any further payment of rent. Escrow is not required if the rent is reduced rather than suspended while the landlord brings the property into compliance with codes. If the rent is reduced, the amount should be what the commission determines is fair and equitable. In practice, most commissions have been reluctant to assume responsibility for the receipt and management of escrow payments and are more likely to reduce rather than suspend rent. A rent reduction avoids the statute’s escrow requirement, however, since escrow is only required if the obligation to pay the landlord is also suspended. If escrowing is not ordered, the tenant pays the amount ordered to the landlord rather than to the commission.

Payout of escrowed payments: If payments are escrowed, the commission should order the distribution of the escrowed funds once the landlord fully brings the property into compliance with codes as ordered by the commission. Escrowed funds can be released to the landlord, the tenant, or divided between them as the commission determines is equitable in light of the circumstances.

Section 6. Retaliation

**Statute**: C.G.S. §§ 7-148b(b), 7-148d(b), 7-148f, 47a-20, and 21-80a

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<th>(a) No landlord shall engage in retaliatory actions. Retaliatory actions by a landlord include but are not limited to the following:</th>
<th>Subsection (a) – Retaliatory actions: The Fair Rent Commission Act explicitly gives the commission authority to act on complaints of retaliation because of the filing of a complaint to the commission or under C.G.S. § 47a-20. C.G.S. § 21-80a is the equivalent of § 47a-20 for residents in mobile home parks, which are covered by the Fair Rent Commission Act pursuant to C.G.S. § 7-148b(b). The Model ordinance spells out retaliation in more detail:</th>
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<tr>
<td>(1) Engaging in any action prohibited by C.G.S. § 47a-20 or § 21-80a within six months after any event listed in such statutes, including but not limited to within six months after</td>
<td>Engaging in any action prohibited by C.G.S. §§ 47a-20 or 21-80a: These statutes do not require retaliatory motive but instead bar certain actions for six months after the occurrence of one of five trigger events:</td>
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| the tenant has filed a complaint with the Commission; | • A good faith attempt by the tenant to remedy any condition violating health or safety codes or violation of any other state statute, explicitly including the filing of a complaint with a fair rent commission;  
• The filing by a municipal agency or official of any notice, complaint, or order regarding a violation;  
• A good faith request by the tenant to the landlord to make repairs;  
• A good faith institution by the tenant of a Housing Code Enforcement Act action under C.G.S. § 47a-14h; or  
• The tenant’s organizing or joining a tenants’ union.  
Under the wording of C.G.S. §§ 47a-20 and 21-80a, these statutes apply to any good faith complaint to a fair rent commission, and it is not necessary for the complaint to be related to code violations. |
| (2) Refusing to renew the lease or other rental agreement of any tenant; bringing or maintaining an action or proceeding against the tenant to recover possession of the dwelling unit; demanding an increase in rent from the tenant; decreasing the services to which the tenant has previously been entitled; or verbally, physically or sexually harassing a tenant because a tenant has filed a complaint with the fair rent commission; | Refusing to renew the lease, bringing an eviction, raising the rent, reducing services, or harassing the tenant because the tenant filed a complaint with the commission. |
| (3) Engaging in any other action determined by the Commission, after a hearing, to constitute landlord retaliation as set forth in C.G.S. 7-148d(b). | Engaging in any other action determined by the commission, after a hearing, to violate C.G.S. § 7-148d. |
| (b) In the initial notice scheduling a hearing or conciliation on a complaint, and in its notice of decision, the Commission shall include notice, in plain language, to landlords and tenants that | Subsection (b) – Notice concerning retaliation: The Model Ordinance requires both the notice of a hearing or conciliation and the notice of the decision to include the prohibition against retaliation. |
retaliatory actions against tenants are prohibited.

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<tr>
<th>(c) Any tenant who claims that the action of his or her landlord constitutes retaliatory action may file a notice of such claim with the Commission. If the Commission determines, after a hearing, which hearing shall be expedited, that a landlord has retaliated in any manner against a tenant because the tenant has complained to the Commission, the Commission may order the landlord to cease and desist from such conduct and order the landlord to withdraw or remediate such conduct as has already occurred.</th>
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<tr>
<td><strong>Subsection (c) – Commission jurisdiction:</strong> The Model Ordinance explicitly authorizes the tenant to notify the commission of retaliation and to request relief. The tenant does not need to initiate a new proceeding but can raise the issue during the complaint process or, as part of the case, after the commission’s order on the original fair rent complaint has been issued. The commission can also act to prevent retaliation, even if the tenant has not prevailed in the action before the commission. A cease-and-desist order issued by the commission can include the landlord’s withdrawing or remediating the challenged retaliatory conduct.</td>
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### Section 7. Appeals
**Statute:** C.G.S. § 7-148e

Any person aggrieved by any order or decision of the Commission may appeal to the Superior Court within thirty (30) days of the issuance of the written notice of the decision to the parties. Such notice shall include notice of the right to appeal, the court to which an appeal may be taken, and the time in which an appeal must be filed. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

**Time for appeal:** The statute authorizes appeals to the Superior Court but does not impose a time limit on taking an appeal, leaving unclear what the time limit is. The Model Ordinance provides a limit of 30 days, measured from the date of the written notice. While many commission decisions will initially be made orally at the hearing, the parties will not necessarily be present, nor will the reasons for the decision be stated. Parties cannot be expected to take an appeal without a formal notice. The Model requires that the notice of decision also include information about the right to appeal.

**Rental liability during an appeal:** The issuance of a decision by the commission, as a practical matter, changes the presumption as to what amount of rent the tenant should be paying during further proceedings. The Model Ordinance incorporates the rule that the commission’s decision is effective during an appeal, unless the commission itself or the court to which the decision has appealed issues a contrary order.
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<th>Section 8. Failure to Comply with Commission Orders</th>
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<tr>
<td><strong>Statute:</strong> C.G.S. § 7-148f</td>
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<tr>
<td><strong>(a)</strong> 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 § 7-148e is pending, or who violates any other provision of this chapter or C.G.S. § 47a-20 or 21-80a or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than $25 nor more than $100 for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.</td>
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<td><strong>Subsection (a) -- Criminal penalties:</strong> This subsection is taken directly from C.G.S. § 7-148f. For consistency with C.G.S. § 47a-20, C.G.S. § 21-80a is added.</td>
</tr>
<tr>
<td><strong>(b)</strong> The Commission, in its own name or through the municipality, may bring a civil action to any court of competent jurisdiction or take any other action in such a court to enforce any order of the Commission made pursuant to this subchapter, or to enjoin a violation or threatened violation of any order of the Commission.</td>
</tr>
<tr>
<td><strong>Subsection (b) -- Civil remedies:</strong> This subsection makes clear that the commission, in its own name or through the municipality, can seek to enforce its orders civilly.</td>
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Fair Rent Commission Act
Sec. 7-148b. Creation of fair rent commission. Powers.

(a) **Definitions.** 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.

(b) **Powers.** Any town, city or borough may, and any town, city or borough with a population of twenty-five thousand or more, as determined by the most recent decennial census, shall, through its legislative body, adopt an ordinance that creates a fair rent commission. Any such commission shall make studies and investigations, conduct hearings and receive complaints relative to rental charges on housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction, which term shall include mobile manufactured homes and mobile manufactured home park lots, in order to control and eliminate excessive rental charges on such accommodations, and to carry out the provisions of sections 7-148b to 7-148f, inclusive, section 47a-20 and subsection (b) of section 47a-23c. The commission, for such purposes, may compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions. The commission may be empowered to retain legal counsel to advise it.

(c) **Report of adoption of ordinance.** Any town, city or borough required to create a fair rent commission pursuant to subsection (b) of this section shall adopt an ordinance creating such commission on or before July 1, 2023. Not later than thirty days after the adoption of such ordinance, the chief executive officer of such town, city or borough shall (1) notify the Commissioner of Housing that such commission has been created, and (2) transmit a copy of the ordinance adopted by the town, city or borough to the commissioner.

(d) **Joint fair rent commissions.** Any two or more towns, cities or boroughs not subject to the requirements of subsection (b) of this section may, through their legislative bodies, create a joint fair rent commission.

Sec. 7-148c. Considerations in determining rental charge to be excessive. In determining whether a rental charge or a proposed increase in a rental charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such of the following circumstances as are applicable to the type of accommodation:
Rents of comparable dwelling units. The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality;

Sanitary conditions. The sanitary conditions existing in the housing accommodations in question;

Plumbing facilities. The number of bathtubs or showers, flush water closets, kitchen sinks and lavatory basins available to the occupants thereof;

Services supplied. Services, furniture, furnishings and equipment supplied therein;

Bedrooms. The size and number of bedrooms contained therein;

Condition of the premises. Repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein;

Landlord's costs. The amount of taxes and overhead expenses, including debt service, thereof;

Health and safety compliance. Whether the accommodations are in compliance with the ordinances of the municipality and the general statutes relating to health and safety;

Income of tenant. The income of the petitioner and the availability of accommodations;

Utilities. The availability of utilities;

Tenant-caused damage. Damages done to the premises by the tenant, caused by other than ordinary wear and tear;

Size and frequency of rent increase. The amount and frequency of increases in rental charges;

Reinvestment in property. Whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations.

Sec. 7-148d. Order for limitation on amount of rent. Suspension of rent payments. Cease and desist orders for retaliatory actions.

Commission orders after hearing. If a commission determines, after a hearing, that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive, based on the standards and criteria set forth in section 7-148c, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable. If a commission determines, after a hearing, that the housing accommodation in question fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, it may order the suspension of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring such housing accommodation into compliance with such ordinance, statute or regulation. The rent during said period shall be paid to the commission to be held in escrow subject to ordinances or provisions adopted by the town, city or borough.
(b) **Retaliation.** If the commission determines, after a hearing, that a landlord has retaliated in any manner against a tenant because the tenant has complained to the commission, the commission may order the landlord to cease and desist from such conduct.

**Sec. 7-148e. Appeal.** Any person aggrieved by any order of the commission may appeal to the superior court for the judicial district in which the town, city or borough is located. Any such appeal shall be considered a privileged matter with respect to the order of trial.

**Sec. 7-148f. Penalty 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 sections 7-148b to 7-148e, inclusive, and section 47a-20, or who refuses to obey any subpoena, order or decision of a commission pursuant thereto, shall be fined not less than twenty-five dollars nor more than one hundred dollars for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.