

Table of Contents

Chapter 1: Statutory Construction in Landlord Tenant Law	1
1-1 “LANDLORD” AND “TENANT” DEFINED	1
1-2 OTHER STATUTORY DEFINITIONS	2
1-3 RESIDENTIAL RENTAL AGREEMENTS/LEASES.....	3
1-3:1 The Plain Language Act	3
1-3:2 Prohibited Terms in Rental Agreements/ Residential Leases.....	4
1-4 COMMERCIAL LEASES	6
1-5 DUE DATE FOR PAYMENT OF RENT/USE AND OCCUPANCY	7
Chapter 2: Lease Construction and Interpretation	9
2-1 LEASE AGREEMENTS GENERALLY	9
2-2 ELEMENTS AND PRINCIPLES OF A LEASE.....	10
2-3 MODIFICATION OF LEASES	13
2-4 LICENSE AGREEMENTS—DISTINGUISHED FROM LEASES.....	14
Chapter 3: Landlord and Tenant’s Statutory Rights and Responsibilities—Residential Tenancies.....	17
3-1 LANDLORD’S OBLIGATIONS AND RESPONSIBILITIES	17
3-1:1 Housing Code Enforcement Action by Tenant to Enforce Landlord’s Responsibilities	20
3-1:1.1 Jurisdiction/Standing.....	20
3-1:1.2 The Complaint	21
3-1:1.3 The Hearing	22
3-1:1.4 The Tenant’s Relief.....	22
3-1:1.5 The Landlord’s Counterclaim.....	23
3-1:1.6 Depositing Rent Into Court.....	23
3-1:1.7 Motion/Hearing to Terminate Court Payments	23
3-2 TENANT’S OBLIGATIONS AND RESPONSIBILITIES.....	23

Table of Contents

3-3	LANDLORD’S RULES AND REGULATIONS.....	24
3-4	TENANT’S ABANDONMENT— LEGAL IMPLICATIONS	26
3-5	TENANT’S DEATH—IMPLICATIONS.....	28
3-6	TENANT’S BREACH OF RENTAL AGREEMENT— MEASURE OF DAMAGES	30
3-7	LANDLORD’S BREACH OF RENTAL AGREEMENT—TENANT’S REMEDIES	31
3-8	LANDLORD’S OBLIGATIONS TO SUPPLY ESSENTIAL SERVICES—TENANT’S REMEDIES	33
3-9	TENANT’S ENERGY CONSERVATION/ WEATHERIZATION MEASURES	34
3-10	DAMAGE OR DESTRUCTION TO RESIDENTIAL PREMISES—TENANT’S REMEDIES	35
3-11	NONCOMPLIANCE BY TENANT— LANDLORD’S REMEDIES.....	35
3-11:1	<i>Kapa</i> Notice Required	35
3-11:2	When <i>Kapa</i> Notice Is Not Required	36
3-11:3	Effect of Noncompliance With Statute	37
3-11:4	Federal Notice Requirements.....	38
3-12	NONCOMPLIANCE BY TENANT (MONETARY)—LANDLORD’S REMEDIES	40
3-13	LANDLORD’S ACCESS TO RESIDENTIAL PREMISES...	41
3-13:1	Landlord’s Access Denied—Judicial Relief	42
3-13:2	Unlawful Entry by Landlord—Judicial Relief	42
3-14	RETALIATORY ACTIONS BY LANDLORD PROHIBITED.....	43
3-14:1	Retaliatory Defense Distinguished From Affirmative Defense	45
3-14:2	Non-Retaliatory Actions by Landlord	45
3-15	ACTION FOR PRIVATE RECEIVERSHIP OF TENEMENT HOUSE	47
3-15:1	The Complaint/Notice	47
3-15:2	The Hearing.....	47
3-15:3	Defenses	48
3-15:4	Judgment	48
3-15:5	Order in Lieu of Judgment	49
3-15:6	Failure to Comply With Court Order	49
	Chapter 4: Forcible Entry and Detainer Statute	51
4-1	PURPOSE.....	51
4-2	ELEMENTS OF CLAIM	52

Table of Contents

4-3 PROSECUTION OF A FORCIBLE ENTRY CLAIM/
HEARING.....53

4-4 RELIEF/DAMAGES.....54

4-5 CRIMINAL LOCKOUT: CLASS C MISDEMEANOR.....56

Chapter 5: Security Deposits and Advanced Payments.....57

5-1 SECURITY DEPOSIT ACT.....57

5-1:1 Damages for Violation of the Security Deposit Act..... 60

5-1:2 Liability Criteria for CUTPA Violations.....62

5-2 ACTION TO RECLAIM SECURITY DEPOSIT/
ENFORCEMENT64

5-2:1 Private Cause of Action.....64

5-2:2 Action Commenced by the Banking Commissioner 64

5-3 COVID-19 STATE OF EMERGENCY EXECUTIVE
ORDER66

Chapter 6: Certificates of Occupancy69

6-1 RESIDENTIAL CONTEXT69

6-2 STATUTORY COMPARISON.....70

6-3 NOTICE OF VIOLATION—ENFORCEMENT71

6-4 DEFENSES72

6-5 ORDER TO STAY/CONTESTING FINDINGS.....72

6-6 CERTIFICATE OF OCCUPANCY—
COMMERCIAL LEASE CONTEXT73

Chapter 7: Housing Court Proceedings75

7-1 DEFINING A HOUSING MATTER.....75

7-2 VENUE FOR A HOUSING MATTER76

Chapter 8: Summary Process—Statutory Notice to Quit79

8-1 PURPOSE OF SUMMARY PROCESS79

8-1:1 Claiming Exemptions Under the Summary
Process Statutes80

8-2 NOTICE TO QUIT—AS A CONDITION PRECEDENT81

8-2:1 Statutory and Common Law Notices to Quit
Distinguished.....83

8-3 NOTICE TO QUIT—STATUTORY GROUNDS.....84

8-4 NOTICE TO QUIT—STATUTORY GROUNDS
DISSECTED87

8-4:1 Lapse of Time87

8-4:2 By Reasons of Any Expressed Stipulation91

Table of Contents

8-4:3	Violation of Rental Agreement or Lease/Rules Regulations/Mobile Home Rules	93
8-4:3.1	Residential Leases/Rental Agreements	93
8-4:3.2	Mobile Manufactured Home Park Statutory Notices for Summary Process Actions	95
8-4:3.3	Commercial Lease Violations (Non-Monetary Defaults)	98
8-4:4	Nonpayment of Rent—Residential.....	99
8-4:5	Nonpayment of Rent—Commercial.....	102
8-4:6	Violation of Tenant’s Statutory Responsibilities— Residential	105
8-4:7	Nuisance/Serious Nuisance.....	106
8-4:7.1	Nuisance.....	106
8-4:7.2	Serious Nuisance	108
8-4:8	Never Had a Right or Privilege to Occupy Premises.....	111
8-4:9	Original Right or Privilege Terminated.....	112
8-4:10	Good Cause Eviction	114
8-4:10.1	Protected Class	114
8-4:10.2	Exception to Good Cause Evictions.....	116
8-4:10.3	Rent Control	117
8-4:10.4	Fair Rent Commission Actions.....	117
8-4:11	Notice to Quit Against Farm Employee, Domestic Servant, Caretaker, Manager or Other Employee.....	119
8-4:12	Termination of Lease for Illegal Use of Premises	120
8-4:13	Termination of Lease in Foreclosed Property	121
8-4:13.1	Connecticut Statute – Protection of Tenant in Foreclosed Property.....	121
8-4:13.2	Federal Statute	123
8-4:13.3	Service of VAWA Notices with Notices of Eviction.....	124
8-5	FORM AND CONTENT OF NOTICE TO QUIT	126
8-5:1	Form/Content.....	126
8-5:2	Quit Dates	128
8-5:2.1	Signature on Notice.....	129
8-5:2.2	Service of Notice to Quit.....	130
8-5:2.2a	Right to Counsel Notifications	132
8-5:2.3	Description of Premises.....	135

Table of Contents

8-5:2.4	Pretermination Notice and Notice to Quit Combined.....	136
8-5:2.4a	Statutory Notices and Summary Process Actions Under the Common Interest Ownership Act.....	137
8-5:2.4b	Temporary Suspension of Service of Notice to Quit on Residential Tenants due to COVID-19	139
8-5:2.5	Effect of Multiple Notices to Quit.....	139
8-5:2.6	Landlord's Actions After Service of Notice to Quit	140
8-5:2.7	Revocation of Notice to Quit	141
Chapter 9: Summary Process Litigation.....		143
9-1	FORM OF WRIT, SUMMONS AND COMPLAINT	143
9-1:1	Venue for Summary Process Actions.....	146
9-1:2	Service of Summary Process Writ	146
9-1:2.1	Right to Counsel Notification – Service With Summary Process Summons and Complaint.....	147
9-1:3	Responsive Pleadings to Summary Process Complaint.....	147
9-1:3.1	Failure to Appear	147
9-1:3.2	Failure to Plead	148
9-1:3.3	Advancement of Pleadings	149
9-1:3.4	Withdrawal of Summary Process Complaint—Legal Implications	150
9-2	MOTIONS FOR USE AND OCCUPANCY.....	151
9-2:1	Form/Content.....	151
9-2:2	Defendant's Objection to Motion for Use and Occupancy/Hearing/Notice.....	152
9-2:3	Distribution of Use and Occupancy Payments	153
9-3	SUMMARY PROCESS TRIAL	155
9-3:1	Landlord's Burden of Proof	155
9-3:2	Tenant's Defenses/Special Defenses	157
9-3:2.1	Tenant: Burden of Proof	157
9-3:2.2	Defense to Nonpayment—Generally	158
9-3:3	Equitable Relief Against Forfeiture	159
9-3:3.1	Other Equitable Defenses	164

Table of Contents

9-3:4	Writ of Audita Querela	164
9-3:5	Judicial Review	166
9-4	COURT’S FINDINGS/JUDGMENT	166
9-4:1	Judgment for Possession	166
9-4:2	Judgment in Favor of Tenant.....	166
9-4:3	Persons Subject to Judgment for Possession	167
9-4:4	Notice of Judgment	167
9-4:5	Occupants Not Subject to Judgment/Hearing.....	167
	Chapter 10: Post Judgment Proceedings.....	171
10-1	STAY OF EXECUTION.....	171
10-1:1	Application for Stay of Execution	172
10-1:1.1	Nonpayment of Rent.....	173
10-1:1.2	Nuisance.....	173
10-1:1.3	Illegal Use of Premises	173
10-1:1.4	Tenant Who Never Had a Right or Privilege.....	173
10-1:1.5	Tenants Engaged in Farming Operations.....	173
10-1:1.6	Domestic Servants, Caretakers, Managers.....	174
10-1:1.7	Certain Trailer Occupants	174
10-1:1.8	Transient Occupancy	174
10-1:2	Filing of Application	174
10-2	HEARING—APPLICATION FOR STAY OF EXECUTION	175
10-2:1	Criteria for Granting Stay.....	175
10-2:2	Motion to Terminate Stay.....	176
10-2:3	Review of Motion to Terminate Stay.....	177
10-3	SUMMARY PROCESS APPEAL	178
10-3:1	Timeframe for Filing Appeal	178
10-3:1.1	Motion to Reargue	179
10-3:1.2	Motion to Dismiss Appeal.....	180
10-3:1.3	Justiciability of Mootness.....	180
10-3:1.4	Writ of Restoration	182
10-3:2	Posting Bond/Payment of Use and Occupancy	182
10-3:2.1	Posting Bond/Payment of Use and Occupancy (Pre-July 1, 2024).....	182
10-3:2.2	Posting Bond/Payment of Use and Occupancy (Post-July 1, 2024).....	183

Table of Contents

10-3:3 Distribution of Use and Occupancy Payments
After Appeal..... 185

10-3:4 Distribution of Use and Occupancy Payments
After Bankruptcy Filing 187

Chapter 11: Summary Process Execution and Eviction of Tenants..... 189

11-1 SUMMARY PROCESS EXECUTION 189

 11-1:1 State Marshal’s Authority to Serve
 Legal Execution..... 190

11-2 EVICTION OF RESIDENTIAL TENANTS..... 191

11-3 EVICTION OF COMMERCIAL TENANTS 192

 11-3:1 Judgment Lien Claims by Third Parties
 Regarding Forfeited Possessions 194

11-4 LOST OR MISPLACED EXECUTION 195

11-5 STIPULATIONS FOR JUDGMENT
(SUMMARY PROCESS)..... 195

11-6 ATTORNEY’S FEES..... 198

Chapter 12: Civil Litigation for Monetary Damages 199

12-1 VENUE FOR CIVIL DAMAGES ACTIONS..... 199

12-2 BREACH OF LEASE AND NONPAYMENT OF
RENT ACTIONS..... 200

 12-2:1 Breach of Lease—Statutory Formula 200

 12-2:2 Breach of Lease—Legal Standard 201

 12-2:3 Nonpayment of Rent Action—Legal Standard 203

 12-2:4 Calculation of Damages 204

 12-2:4.1 Liquidated Damages Provisions
 in Leases..... 206

 12-2:5 Attorney’s Fees 207

 12-2:5.1 Residential Leases 207

 12-2:5.2 Commercial Leases..... 210

 12-2:5.3 Interest as Damages for
 Breach of Lease..... 212

12-3 OTHER COMMON CIVIL DAMAGES CLAIMS IN
LEASE LITIGATION 212

 12-3:1 Quantum Meruit..... 212

 12-3:2 Unjust Enrichment/Implied in Law Contract..... 213

 12-3:3 Breach of Guaranty..... 214

 12-3:3.1 Continuing Guaranty 216

 12-3:4 Action for Use and Occupancy Payments 217

 12-3:5 Anticipatory Breach of Lease/Repudiation..... 218

Table of Contents

12-4	COMMON DEFENSES TO CIVIL DAMAGES	
	CLAIMS IN LEASE LITIGATION.....	219
12-4:1	Failure to Mitigate Damages	219
12-4:2	Breach of the Implied Covenant of Good Faith and Fair Dealing.....	220
12-4:3	Constructive Eviction—Common Law	222
	12-4:3.1 Breach of Implied Covenant of Quiet Enjoyment	223
12-4:4	Nonpayment Based on Housing Code Violation (Residential).....	223
12-4:5	Novation.....	224
	12-4:5.1 Landlord’s Breach of Lease	225
	12-4:5.2 Waiver	225
	12-4:5.3 Laches	225
	12-4:5.3a Unclean Hands	226
12-4:6	Statute of Limitations Defenses.....	226
	12-4:6.1 Written Agreements.....	226
	12-4:6.2 Oral or Parole Lease Agreements	226
	12-4:6.3 Statute of Limitations—Waivable.....	227
	12-4:6.4 COVID-19 Force Majeure-Related Claims	227
	12-4:6.4a Force Majeure Provisions in Leases	227
	12-4:6.4b The Doctrine of Impracticability or Impossibility as a Defense	229
	12-4:6.4c The Defense of Impossibility, Impracticability and Frustration of Purpose as Applied During the COVID-19 Governmental Restrictions	230
12-5	MOTION PRACTICE—CIVIL ACTION.....	231
12-6	THE ROLE OF HOUSING COURT MEDIATORS	231
	Appendix A: Glossary of Common Landlord-Tenant Terminologies and Concepts.....	233
	Appendix B: Official and Unofficial Forms.....	257
	Table of Cases.....	381
	Table of Statutes	415
	Index	425