

Legal Services Offices

Statewide Legal Services:

(860) 344-0380 (Central CT & Middletown)

1-800-453-3320 (All other regions)

Other Legal Services Programs:

Hartford, Hartford County:

Greater Hartford Legal Aid

999 Asylum Avenue

Hartford, CT 06105-2465

(860) 541-5000

FAX: (860) 541-5050

Greater New Haven Area:

New Haven Legal Assistance Association, Inc.

426 State Street

New Haven, CT 06510

(203) 946-4811

TDD: (203) 946-4811

FAX: (203) 498-9271

Visit us on the internet:

www.slsct.org

www.ghla.org

www.nhlegal.org

www.connlegalservices.org

www.larcc.org



This pamphlet was produced by the Legal Assistance Resource Center of CT in cooperation with CT Legal Services, Greater Hartford Legal Aid, New Haven Legal Assistance Association, and Statewide Legal Services.

The information in this pamphlet is based on the law as of June 2002. We hope that the information is helpful. It is not intended as legal advice for an individual situation. If you need further help and have not done so already, please call Statewide Legal Services (see above) or contact an attorney. **Copyright: 6/2002**

Throughout Connecticut:

Statewide Legal Services (see left)

Connecticut Legal Services:

Administrative Office: (860) 344-0447

Offices:

211 State Street

Bridgeport, CT 06604

(203) 336-3851

587 Main Street

New Britain, CT 06051

(860) 225-8678

153 Williams Street

New London, CT 06320

(860) 447-0323

20 Summer Street

Stamford, CT 06901

(203) 348-9216

85 Central Avenue

Waterbury, CT 06722

(203) 756-8074

872 Main St., P.O. Box 258

Willimantic, CT 06226

(860) 456-1761

CLS Satellite Offices:

Danbury (203) 348-9216

Meriden (860) 225-8678

Middletown (860) 225-8678

Norwalk (203) 899-2451

Norwich (860) 447-0323

Rockville 1-800-413-7796

Torrington 1-800-413-7797

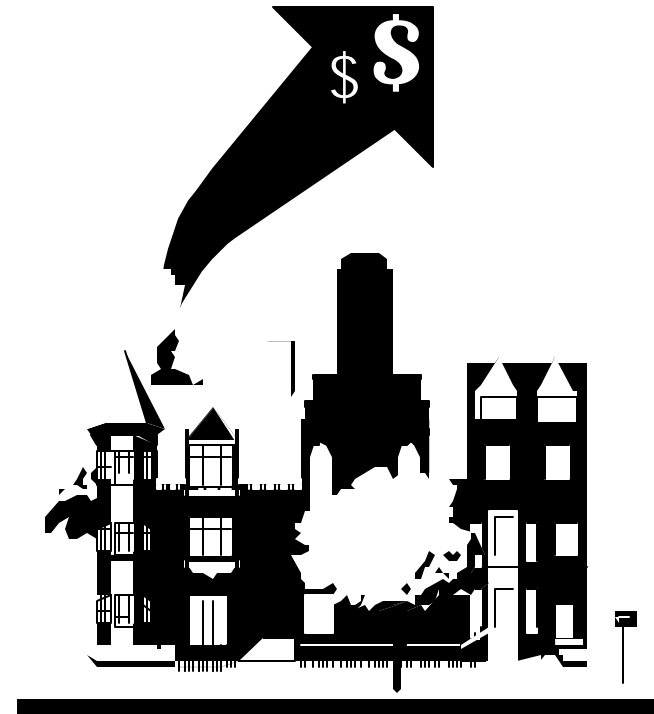
AIDS Legal Network for CT

999 Asylum Avenue

Hartford, CT 06105-2465

(860) 541-5040 or 1-888-380-3646

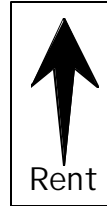
Tenants' Rights: Rent Increases



Can the landlord raise my rent?

If you **have** a **WRITTEN LEASE**, your landlord cannot raise the rent during the term of the lease unless the lease specifically says that the rent can be raised.

If you **do not** have a written lease, the law says that you have a month-to-month **ORAL LEASE**. This means that your lease runs out at the end of each month and that a new lease starts at the beginning of the next month. Your landlord may request a higher rent each month.



What if I refuse to pay the higher rent?

If you refuse to pay the higher rent, the landlord may try to evict you for nonpayment of rent, but you can protect yourself against an eviction (see next section).

How can I protect myself from an eviction?

1. You can try to reach an agreement with your landlord. Try to negotiate a smaller increase or an agreement to keep the rent at the old amount for a number of months. Don't forget to always pay by check or money order. **Always** write on your check, "*Rent in full for the month of _____.*" **NEVER PAY CASH.**

2. If you do not reach an agreement with your landlord, be certain to offer the landlord the old rent or any higher rent which you think is reasonable each month. Offer this amount by the 10th day of each month. If you offer the old rent or any higher rent which you think is reasonable, the landlord may not win an eviction action for nonpayment of rent. **The landlord may still try to evict you at the end of any month because your oral lease expires each month.** However, this type of eviction (called "lapse of time") gives tenants more rights than an eviction for nonpayment of rent.

3. If you believe your landlord has demanded an unfair increase in rent, you may file a complaint with your city's Fair Rent Commission (if your city has one). You can file a complaint whether you have a written lease or an oral one. The Fair Rent Commission will investigate your complaint and may order your landlord to lower the rent or to make repairs. Once you file a complaint with the Fair Rent Commission, your landlord cannot evict you for filing the complaint. **However**, you **must** continue to offer your landlord the old rent or any higher rent which you think is fair. You have to continue to do this each month, even after you have filed a complaint with the Fair Rent Commission. (See Legal Aid's pamphlet, *Tenants' Rights: Fair Rent Commission*, for details, including a list of towns which have Fair Rent Commissions.)

Can I protect myself against a rent increase if I am 62 years old or disabled?

Yes. The law provides you with extra protections against a rent increase if you live in a building or complex which has **at least five dwelling units or you live in a mobile park, and**

- you are blind or physically disabled, **or**
- you are 62 years of age or older, **or**
- you live with your spouse, parent, brother, sister, or grandparent who is 62 years old or older and permanently living with you.

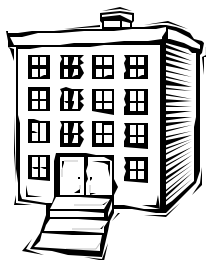
If your landlord is demanding a higher rent, you should immediately file a complaint with the Fair Rent Commission of your town. (See our pamphlet, *Tenants' Rights: Fair Rent Commission*.) If your town does not have a Fair Rent Commission, you may bring a court action to contest the



increase. See a lawyer immediately. (*See the list of legal aid offices on the back page.*) Don't forget you must continue to offer the landlord the old rent or any higher rent that you think is reasonable. If you don't do so, you risk an eviction action for non-payment of rent.

Can my rent be raised if my apartment is being converted to a condominium?

Your rent may not be increased during the 9-month period after you get the conversion notice from your landlord, or during the term of your lease. After the end of the 9-month period, or after your lease expires, your rent can only be increased if the increase is "fair and equitable." In addition, your landlord must give you at least 60 days notice of any proposed rent increase.



What kind of notice of the rent increase is my landlord supposed to give me?

A landlord is not legally required to give you a specific amount of notice of the increase. Remember, though, that if your landlord raises the rent and you do not agree to the increase, you cannot be evicted for nonpayment of rent as long as you pay the **old** amount of rent.

Can the landlord raise the rent even if the apartment needs repair?

YES! If you have an oral lease, the landlord may try to raise the rent at the end of any month—even if the apartment needs repairs. However, the law says that the landlord may not increase your rent or decrease your services (for example, make you pay utilities) for 6 months after:

1. you have complained to the Health Department, Housing Code Office, or Fair Rent Commission;
2. the Health Department or the Housing Code Office has ordered your landlord to make repairs;
3. you have asked your landlord to make repairs;
4. you have joined a tenant's union; or
5. you have started a "payment into court action," in which the court holds your rent, and orders the landlord to make repairs. (See Legal Aid's pamphlet, *Tenants' Rights: Repairs/How to Use the Housing Code Enforcement Law.*)



NOTE: Your landlord may still try to raise your rent and may start an eviction action against you if you don't agree to the rent increase. But, if any of the five things above happened before the landlord demanded a rent increase, you will have a stronger case in court and can raise a retaliatory eviction defense. Therefore, if your apartment does need repairs, you may gain extra protections if you file a complaint with the housing code enforcement agency or the court.

Is there any guaranteed way to prevent a rent increase?

Only with a **WRITTEN LEASE** can you totally protect yourself from a rent increase.

With an **ORAL LEASE**, you cannot stop the landlord from trying to raise your rent or from trying to evict you at the end of any month. But, to summarize, there are a few things you can do to protect yourself:

- 1** File a complaint with the Fair Rent Commission if your town has one.
- 2** Try to negotiate with your landlord. Eviction actions are very expensive for landlords. You may be able to bargain for a smaller rent increase if you remind your landlord how expensive the legal costs are in an eviction action.
- 3** Always offer the old rent or any higher rent which you think is reasonable each month by the 10th day of the month. Pay by check or money order only. Make sure that your rent check, money order, or receipt says, "Rent in full for the month of _____." **NEVER PAY CASH.**
- 4** If you are unhappy with the condition of your apartment, write a letter to your landlord asking that repairs be made. If you get no response, then ask the Health Department or Housing Code Office to make an inspection. Always put your requests in writing and keep a copy.

These steps do not guarantee you protection from a rent increase or an eviction action, but they do give you a better case in court if your landlord tries to evict you. If you are absolutely unwilling to risk a court action, you should be prepared to pay the

increased rent. But, if you offer the landlord the old rent or any higher rent which you think is reasonable each month and follow the steps in this pamphlet, you may be able to negotiate a smaller rent increase and protect yourself from being evicted.

WARNING:

If your landlord demands a rent increase, you should pay at least the OLD rent in order to protect yourself from eviction for nonpayment.

Other Legal Aid Housing Pamphlets

Just Cause Eviction (protections for the elderly or disabled)
What You Should Know About Housing Discrimination
Eviction
Fair Rent Commission
Tenant's Rights: General Information
Housing Authority Grievance Procedure
Lockouts
Repairs - How to Use the Housing Code Enforcement Law (Payment Into Court)
Security Deposits
Utilities