



General Assembly

February Session, 2026

Raised Bill No. 333

LCO No. 1944



Referred to Committee on HOUSING

Introduced by:
(HSG)

AN ACT DEFINING ADVANCE RENTAL PAYMENTS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subsections (a) and (b) of section 47a-21 of the 2026
2 supplement to the general statutes are repealed and the following is
3 substituted in lieu thereof (*Effective October 1, 2026*):

4 (a) As used in this chapter:

5 (1) "Accrued interest" means the interest due on a security deposit as
6 provided in subsection (i) of this section, compounded annually to the
7 extent applicable.

8 (2) "Advance rental payment" means a payment of any amount, up to
9 the remaining amount owed on the lease term, intended to serve as
10 partial or full payment of rent that is not yet due, but does not include a
11 security deposit.

12 [(2)] (3) "Commissioner" means the Banking Commissioner.

13 [(3)] (4) "Escrow account" means any account at a financial institution

14 which is not subject to execution by the creditors of the escrow agent
15 and includes a clients' funds account.

16 [(4)] (5) "Escrow agent" means the person in whose name an escrow
17 account is maintained.

18 [(5)] (6) "Financial institution" means any state bank and trust
19 company, national bank, savings bank, federal savings bank, savings
20 and loan association, and federal savings and loan association that is
21 located in this state.

22 [(6)] (7) "Forwarding address" means the address to which a security
23 deposit may be mailed for delivery to a former tenant.

24 [(7)] (8) "Landlord" means any landlord of residential real property,
25 and includes (A) any receiver; (B) any successor; and (C) any tenant who
26 sublets his premises.

27 [(8)] (9) "Receiver" means any person who is appointed or authorized
28 by any state, federal or probate court to receive rents from tenants, and
29 includes trustees, executors, administrators, guardians, conservators,
30 receivers, and receivers of rent.

31 [(9)] (10) "Rent receiver" means a receiver who lacks court
32 authorization to return security deposits and to inspect the premises of
33 tenants and former tenants.

34 [(10)] (11) "Residential real property" means real property containing
35 one or more residential units, including residential units not owned by
36 the landlord, and containing one or more tenants who paid a security
37 deposit.

38 [(11)] (12) "Security deposit" means any [advance rental payment, or
39 any] installment payment collected pursuant to section 47a-22a, [except
40 an advance payment for the first month's rent or a deposit for a key or
41 any special equipment.] or any payment, fee, deposit or charge imposed
42 at the beginning of the tenancy to be used to reimburse the landlord for:

43 (A) The repair of damages to the premises, exclusive of ordinary wear
44 and tear, caused by the tenant or by a guest or licensee of the tenant;

45 (B) The cleaning of the premises upon termination of the tenancy
46 necessary to return the unit to the same level of cleanliness it was in at
47 the inception of the tenancy; or

48 (C) To remedy future defaults by the tenant in any obligation under
49 the rental agreement to restore, replace or return personal property or
50 appurtenances, exclusive of ordinary wear and tear, if the security
51 deposit is authorized to be applied thereto by the rental agreement.

52 [(12)] (13) "Successor" means any person who succeeds to a landlord's
53 interest whether by purchase, foreclosure or otherwise and includes a
54 receiver.

55 [(13)] (14) "Tenant" [means a tenant, as defined in] has the same
56 meaning as provided in section 47a-1, or a [resident] "resident", as
57 defined in section 21-64.

58 [(14)] (15) "Tenant's obligations" means (A) the amount of any rental
59 or utility payment due the landlord from a tenant; (B) a tenant's
60 obligations under the provisions of section 47a-11; and (C) the actual
61 reasonable cost of changing the locks of the dwelling unit pursuant to
62 section 47a-7b, if the tenant has not paid such cost.

63 (b) (1) In the case of a tenant under sixty-two years of age, a landlord
64 shall not demand a security deposit in an amount that exceeds two
65 months' rent.

66 (2) In the case of a tenant sixty-two years of age or older, a landlord
67 shall not demand a security deposit in an amount that exceeds one
68 month's rent. Any landlord who has received a security deposit in an
69 amount that exceeds one month's rent from a tenant who becomes sixty-
70 two years of age after paying such security deposit shall return the
71 portion of such security deposit that exceeds one month's rent to the

72 tenant upon the tenant's request.

73 (3) (A) Any tenant with a rental agreement term equal to or longer
74 than six months may offer, and the landlord may accept, an advance
75 rental payment.

76 (B) In the event that a tenant who has made an advance rental
77 payment is under no legal obligation to pay rent for any portion of the
78 time covered by the advance rental payment, a landlord shall return the
79 portion of rent to which the landlord was not legally entitled in a
80 manner that complies with subsection (d) of this section, provided that
81 the landlord has not paid for substitute housing for the tenant during
82 such time.

83 Sec. 2. Subsection (b) of section 47a-4d of the general statutes is
84 repealed and the following is substituted in lieu thereof (*Effective October*
85 *1, 2026*):

86 (b) No landlord may demand from a prospective tenant any
87 payment, fee or charge for the processing, review or acceptance of any
88 rental application, or demand any other payment, fee or charge before
89 or at the beginning of the tenancy, except a security deposit or advance
90 rental payment pursuant to section 47a-21, as amended by this act,
91 [advance payment for the first month's rent or] a deposit for a key or
92 any special equipment, or a fee for a tenant screening report as provided
93 in subsection (c) of this section. No landlord may charge a tenant a
94 move-in or move-out fee.

95 Sec. 3. Section 47a-13 of the general statutes is repealed and the
96 following is substituted in lieu thereof (*Effective October 1, 2026*):

97 (a) If the landlord is required to supply heat, running water, hot
98 water, electricity, gas or other essential service, and if the landlord fails
99 to supply such essential service and the failure is not caused by
100 conditions beyond the landlord's control, the tenant may give notice to
101 the landlord specifying the breach and may elect to (1) procure

102 reasonable amounts of heat, hot water, running water, electric, gas or
103 other essential service during the period of the landlord's
104 noncompliance and deduct the actual and reasonable cost of such
105 service from the rent; or (2) procure reasonable substitute housing
106 during the period of the landlord's noncompliance if the landlord fails
107 to supply such service within forty-eight hours of such breach, except if
108 the breach is the failure to provide the same service and such breach
109 recurs within six months, the tenant may secure substitute housing
110 immediately; or (3) if the failure to supply such service is wilful, the
111 tenant may terminate the rental agreement and recover an amount not
112 more than two months' periodic rent or double the actual damages
113 sustained by him, whichever is greater. If the rental agreement is
114 terminated, the landlord shall return all security and [prepaid rent]
115 advance rental payments and interest [required pursuant to section 47a-
116 22,] recoverable under section 47a-21, as amended by this act.

117 (b) If the tenant elects to procure substitute housing as provided in
118 subdivision (2) of subsection (a) of this section, rent otherwise owed to
119 the landlord shall abate for the period of the landlord's noncompliance.
120 In addition, the tenant may recover the actual costs of such substitute
121 housing, but in no event shall the tenant recover more than an amount
122 equal to the amount of rent abated under this subsection. In any cause
123 of action or defense to any action arising under subsection (a) of this
124 section, the tenant may recover reasonable attorney's fees.

125 (c) Rights of the tenant under this section do not arise (1) until the
126 tenant has given reasonable written or oral notice to the landlord or (2)
127 if the condition was caused by the wilful or negligent act or omission of
128 the tenant, a member of his family or other person on the premises with
129 his consent.

130 (d) For the purposes of this section, "tenant" includes each resident of
131 a mobile manufactured home park, as defined in section 21-64,
132 including a resident who owns his own home, and "landlord" includes
133 a "licensee" and an "owner" of a mobile manufactured home park, as

134 defined in section 21-64.

This act shall take effect as follows and shall amend the following sections:		
Section 1	October 1, 2026	47a-21(a) and (b)
Sec. 2	October 1, 2026	47a-4d(b)
Sec. 3	October 1, 2026	47a-13

Statement of Purpose:

To differentiate advance rental payments and security deposits and permit the use of advance rental payments.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]