



House of Representatives

General Assembly

File No. 616

January Session, 2025

Substitute House Bill No. 6052

House of Representatives, April 9, 2025

The Committee on General Law reported through REP. LEMAR of the 96th Dist., Chairperson of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING THE HOME SOLICITATION SALES ACT AND RESIDENTIAL SOLAR PHOTOVOLTAIC SYSTEMS.

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

1 Section 1. Section 42-134a of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2025*):

3 As used in this chapter and sections 2 to 5, inclusive, of this act:

4 (1) "Business day" means any calendar day except Sunday or any of
5 the following business holidays: New Year's Day, Washington's
6 Birthday, Memorial Day, Independence Day, Labor Day, Columbus
7 Day, Veterans' Day, Thanksgiving Day and Christmas Day;

8 (2) "Commissioner" means the Commissioner of Consumer
9 Protection;

10 (3) "Consumer" means any individual who is physically present in
11 this state and a prospective recipient of consumer goods or consumer
12 services;

13 (4) "Consumer good" (A) means any article purchased, leased or
14 rented primarily for personal, family or household purposes, and (B)
15 includes, but is not limited to, any residential solar photovoltaic system;

16 (5) "Consumer service" (A) means any service purchased, leased or
17 rented primarily for personal, family or household purposes, and (B)
18 includes, but is not limited to, any course of instruction or training,
19 regardless of the purpose for which such course is taken;

20 (6) "Department" means the Department of Consumer Protection;

21 (7) "Disqualifying offense" (A) means (i) (I) any felony that involves
22 the use, attempted use or threatened use of physical force against
23 another person or results in the serious physical injury or death of
24 another person, (II) any offense for which a person is required to register
25 with the Commissioner of Emergency Services and Public Protection
26 pursuant to chapter 969, (III) robbery, home invasion or burglary, or (IV)
27 any offense under section 53a-48 or 53a-49 if the offense, which is
28 attempted or is an object of the conspiracy, is an offense described in
29 subparagraphs (A)(i)(I) to (A)(i)(III), inclusive, of this subdivision, (ii)
30 any offense described in subparagraphs (A)(i)(I) to (A)(i)(IV), inclusive,
31 of this subdivision for which a person is found not guilty by reason of
32 mental disease or defect pursuant to section 53a-13, or (iii) any offense
33 under federal law or the laws of another state if such offense is defined
34 by elements that substantially include the elements of an offense
35 described in subparagraphs (A)(i)(I) to (A)(i)(IV), inclusive, of this
36 subdivision, and (B) does not include any offense that has been the
37 subject of an absolute pardon under the provisions of section 54-130a or
38 an equivalent pardon process under federal law or the laws of another
39 state;

40 [(a)] (8) "Home solicitation sale" (A) means a sale, lease [,] or rental of
41 any consumer [goods] good or [services] consumer service, whether
42 under single or multiple contracts, in which the seller or [his] the seller's
43 authorized sales representative personally solicits the sale, lease or
44 rental, including, [those] but not limited to, any sale, lease or rental in
45 response to or following an invitation by the [buyer] consumer, and the

46 [buyer's] consumer's agreement or offer to purchase, lease or rent is
47 made at a place other than the seller's place of business, [of the seller.
48 The term "home solicitation sale"] and (B) does not include [a] any
49 transaction: [(1)] (i) Made pursuant to prior negotiations in the course of
50 a visit by the [buyer] consumer to a retail business establishment having
51 a fixed, permanent location where consumer goods are exhibited or
52 [the] consumer services are offered for sale, lease or rental on a
53 continuing basis; [(2)] (ii) in which the [buyer] consumer has initiated
54 the contact and the consumer goods or consumer services are needed to
55 meet a bona fide immediate personal emergency of the [buyer]
56 consumer, and the [buyer] consumer furnishes the seller with a separate
57 dated and signed personal statement in the [buyer's] consumer's
58 handwriting describing the situation requiring immediate remedy and
59 expressly acknowledging and waiving the right to cancel the sale, lease
60 or rental within three business days; [(3)] (iii) conducted and
61 consummated entirely by mail or telephone and without any other
62 contact between the [buyer] consumer and the seller or [its] the seller's
63 authorized sales representative prior to delivery of the consumer goods
64 or performance of the consumer services; [(4)] (iv) in which the [buyer]
65 consumer has initiated the contact and specifically requested the seller
66 to visit [his] the consumer's home for the purpose of repairing or
67 performing maintenance upon the [buyer's] consumer's personal
68 property. If in the course of such a visit, the seller sells, leases or rents to
69 the [buyer] consumer the right to receive additional [services or goods]
70 consumer goods or consumer services other than replacement parts
71 necessarily used in performing the maintenance or in making the
72 repairs, the sale of those additional consumer goods or consumer
73 services shall not come within this exclusion; [(5)] (v) pertaining to the
74 sale, lease or rental of real property, to the sale of insurance, to the sale
75 of newspapers or to the sale of securities or commodities by a broker-
76 dealer registered with the securities and exchange commission; [(6)] (vi)
77 made pursuant to a home party plan sales and demonstration; or [(7)]
78 (vii) in the case of consumer goods, other than magazine sales or
79 subscriptions, where the purchase price, whether under single or
80 multiple contracts, does not exceed twenty-five dollars; [.]

81 [(b) "Consumer goods or services" means goods or services
82 purchased, leased, or rented primarily for personal, family, or
83 household purposes, including courses of instruction or training
84 regardless of the purpose for which they are taken.

85 (c) "Seller" means any person, partnership, corporation, limited
86 liability company or association engaged in home solicitation sales of
87 consumer goods or services.]

88 (9) "Municipality" means any town, city, borough, consolidated town
89 and city or consolidated town and borough;

90 (10) "Person" means any individual, association, corporation, limited
91 liability company, partnership, trust or other legal entity;

92 [(d)] (11) "Place of business" means the main or permanent branch
93 office or local address of a seller; [.]

94 [(e)] (12) "Purchase price" means the total price paid or to be paid for
95 the consumer goods or consumer services, including all interest and
96 service charges; [.]

97 [(f) "Business day" means any calendar day except Sunday or any of
98 the following business holidays: New Year's Day, Washington's
99 Birthday, Memorial Day, Independence Day, Labor Day, Columbus
100 Day, Veterans Day, Thanksgiving Day and Christmas Day.]

101 (13) "Residential solar photovoltaic system" has the same meaning as
102 provided in section 16-245nn;

103 (14) "Seller" (A) means any person engaged in home solicitation sales
104 of consumer goods or consumer services, and (B) includes, but is not
105 limited to, any solar seller; and

106 (15) "Solar seller" means any person engaged in home solicitation
107 sales of residential solar photovoltaic systems.

108 Sec. 2. (NEW) (*Effective October 1, 2025*) No person who, in a court of
109 competent jurisdiction, has been convicted of a disqualifying offense,

110 has entered a plea of guilty or nolo contendere to a disqualifying offense
111 or has been found not guilty of a disqualifying offense by reason of
112 mental disease or defect pursuant to section 53a-13 of the general
113 statutes or a substantially similar provision of the law of another state
114 or federal law shall engage in any in-person solicitation for the purposes
115 of a home solicitation sale.

116 Sec. 3. (NEW) (*Effective October 1, 2025*) Each seller shall:

117 (1) Examine the listing established pursuant to section 5 of this act on
118 a monthly basis to ensure that such seller and such seller's authorized
119 sales representatives do not solicit any consumer included in such
120 listing for the purposes of a home solicitation sale;

121 (2) Not later than ten business days before such seller or such seller's
122 authorized sales representatives engage in any solicitations for the
123 purposes of home solicitation sales, send a written notice by certified or
124 registered mail to the chief executive officer and the chief law
125 enforcement officer of each municipality in which such seller or
126 authorized sales representatives intend to engage in such solicitations,
127 which written notice shall disclose (A) that such seller or authorized
128 sales representatives intend to engage in such solicitations in such
129 municipality, (B) the time frame during which such seller or authorized
130 sales representatives intend to engage in such solicitations in such
131 municipality, and (C) any other information that the Commissioner of
132 Consumer Protection, in the commissioner's discretion, deems relevant
133 for the purposes of this subdivision;

134 (3) Establish guidelines that (A) such seller and such seller's
135 authorized sales representatives are required to follow while engaged
136 in solicitations for the purposes of home solicitation sales, and (B)
137 disclose how consumers may identify such seller's authorized sales
138 representatives; and

139 (4) Post the guidelines established pursuant to subdivision (3) of this
140 section in a prominent and publicly accessible location on such seller's
141 Internet web site.

142 Sec. 4. (NEW) (*Effective October 1, 2025*) (a) In addition to the duties
143 set forth in section 3 of this act, each solar seller shall:

144 (1) Develop a brochure for consumers containing any information
145 that the Commissioner of Consumer Protection, in the commissioner's
146 discretion, deems relevant for the purposes of this section; and

147 (2) Ensure that such solar seller and each of such solar seller's
148 authorized sales representatives:

149 (A) Does not engage in any solicitation for the purposes of a home
150 solicitation sale of a residential solar photovoltaic system outside of the
151 hours set forth in subsection (b) of this section or in any more restrictive
152 municipal ordinance described in said subsection;

153 (B) Carries a current and valid photo identification card at all times
154 while such solar seller or authorized sales representative is engaged in
155 a solicitation for the purposes of a home solicitation sale of a residential
156 solar photovoltaic system, which photo identification card shall include
157 (i) such solar seller's name and, in the case of an authorized sales
158 representative, such authorized sales representative's name, (ii) a
159 photograph of such solar seller or authorized sales representative, as
160 applicable, and (iii) any other information the Commissioner of
161 Consumer Protection, in the commissioner's discretion, deems relevant
162 for the purposes of this subparagraph; and

163 (C) Provides a copy of the brochure developed pursuant to
164 subdivision (1) of this subsection to the consumer at the beginning of a
165 solicitation for the purposes of a home solicitation sale of a residential
166 solar photovoltaic system.

167 (b) No solar seller or solar seller's authorized sales representative
168 shall engage in any solicitation for the purposes of a home solicitation
169 sale of a residential solar photovoltaic system outside of the hours of
170 nine o'clock a.m. and seven o'clock p.m. eastern time, unless a more
171 restrictive municipal ordinance limits such hours.

172 (c) (1) Not later than December 31, 2025, the Department of Consumer

173 Protection shall develop a handbook for the purpose of advising
174 consumers on matters relating to home solicitation sales of residential
175 solar photovoltaic systems and solicitations made for the purposes of
176 such sales. Such handbook shall include guidance (A) that enables
177 consumers to determine the veracity of sales and marketing assertions
178 made regarding residential solar photovoltaic systems, (B) concerning
179 the penalties applicable to solar sellers and solar sellers' authorized sales
180 representatives under subsection (g) of section 5 of this act and section
181 42-141 of the general statutes, as amended by this act, and (C) on any
182 other matters the Commissioner of Consumer Protection, in the
183 commissioner's discretion, deems relevant for the purposes of this
184 subsection.

185 (2) Not later than February 1, 2026, the department shall make the
186 handbook developed pursuant to subdivision (1) of this subsection
187 available for distribution to consumers as part of programs funded by
188 the residential financing program offered by the Energy Efficiency Fund
189 or the Clean Energy Fund established pursuant to section 16-245n of the
190 general statutes.

191 (d) Not later than February 1, 2026, and annually thereafter, each
192 solar seller shall submit a report to the Department of Consumer
193 Protection disclosing the identity of each person with whom such solar
194 seller maintains a relationship and provides financing, installation
195 services or any other related consumer services in partnership with such
196 solar seller.

197 Sec. 5. (NEW) (*Effective October 1, 2025*) (a) The Department of
198 Consumer Protection shall establish and maintain a "no home
199 solicitation sales" listing of consumers who do not wish to receive
200 solicitations from sellers or sellers' authorized sales representatives for
201 the purposes of home solicitation sales. The department shall provide
202 notice to consumers of the establishment of a "no home solicitation
203 sales" listing. Any consumer who wishes to be included on such listing
204 shall notify the department by calling a toll-free number provided by
205 the department or in any other such manner and at such times as the

206 Commissioner of Consumer Protection may prescribe. A consumer on
207 such listing shall be deleted from such listing upon the consumer's
208 written request. The department shall update such listing not less than
209 quarterly and shall make such listing available to sellers, their
210 authorized sales representatives and other persons upon request.

211 (b) Any seller or seller's authorized sales representative soliciting a
212 consumer for the purposes of a home solicitation sale shall disclose such
213 seller's or authorized sales representative's identity, the purpose of such
214 solicitation and the identity of any other person for which such seller or
215 authorized sales representative is making such solicitation not later than
216 ten seconds after such solicitation begins.

217 (c) Any seller or seller's authorized sales representative soliciting a
218 consumer for the purposes of a home solicitation sale shall, at the
219 beginning of such solicitation, ask the consumer whether such
220 consumer wishes to continue such solicitation, end such solicitation or
221 be removed from such seller's or authorized sales representative's list.

222 (d) Any seller or seller's authorized sales representative shall end a
223 solicitation made for the purposes of a home solicitation sale not later
224 than ten seconds after the consumer states or otherwise indicates that
225 such consumer wishes to end such solicitation.

226 (e) If a consumer informs a seller or a seller's authorized sales
227 representative at any point during a solicitation made for the purposes
228 of a home solicitation sale that the consumer does not wish to receive
229 future solicitations or wishes to be removed from such seller's or
230 authorized sales representative's list, such seller or authorized sales
231 representative shall: (1) Inform such consumer that such consumer's
232 contact information shall be removed from such list; (2) end such
233 solicitation not later than ten seconds after such consumer expresses
234 such wish; (3) refrain from soliciting such consumer for the purposes of
235 a home solicitation sale in the future; and (4) not give or sell such
236 consumer's name, address or other personally identifying information
237 to any other person, or receive anything of value from any other person
238 in exchange for such consumer's name, address or other personally

239 identifying information.

240 (f) The Commissioner of Consumer Protection may adopt
241 regulations, in accordance with chapter 54 of the general statutes, to
242 carry out the provisions of this section. Such regulations may include,
243 but need not be limited to, provisions governing the availability and
244 distribution of the listing established under subsection (a) of this section
245 and notice requirements for consumers wishing to be included on the
246 listing established under subsection (a) of this section.

247 (g) In addition to any penalty imposed under section 42-141 of the
248 general statutes, as amended by this act, any seller or seller's authorized
249 sales representative who is liable under the provisions of subsections (a)
250 to (f), inclusive, of this section shall be fined not more than twenty
251 thousand dollars for each violation.

252 Sec. 6. Section 42-135a of the general statutes is repealed and the
253 following is substituted in lieu thereof (*Effective October 1, 2025*):

254 No agreement in a home solicitation sale shall be effective against [the
255 buyer] a consumer if [it] the agreement is not signed and dated by the
256 [buyer] consumer or if the seller shall:

257 (1) Fail to furnish the [buyer] consumer with a fully completed receipt
258 or copy of all contracts and documents pertaining to such home
259 solicitation sale at the time [of its execution] such agreement is executed,
260 which contract shall be in the same language as that principally used in
261 the oral sales presentation and which shall show the date of the
262 transaction and shall contain the name and address of the seller, and in
263 immediate proximity to the space reserved in the contract for the
264 signature of the [buyer] consumer, or on the front page of the receipt if
265 a contract is not used, and in boldface type of a minimum size of ten
266 points, a statement in substantially the following form:

267 YOU, THE [BUYER] CONSUMER, MAY CANCEL THIS
268 TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE
269 THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

270 SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN
271 EXPLANATION OF THIS RIGHT.

272 (2) Fail to furnish each [buyer] consumer, at the time such [buyer]
273 consumer signs the home solicitation sales contract or otherwise agrees
274 to buy, lease or rent consumer goods or consumer services from the
275 seller, a completed form in duplicate, captioned "NOTICE OF
276 CANCELLATION", which shall be attached to the contract or receipt
277 and easily detachable, and which shall contain in ten-point boldface
278 type the following information and statements in the same language as
279 that used in the contract:

280 NOTICE OF CANCELLATION

281 (Date of Transaction)

282 YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY
283 PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS
284 FROM THE ABOVE DATE.

285 IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS
286 MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY
287 NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE
288 RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT
289 BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY
290 SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL
291 BE CANCELLED.

292 IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE
293 SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD
294 CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO
295 YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU
296 WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER
297 REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE
298 SELLER'S EXPENSE AND RISK.

299 IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER
300 AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY

301 DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR
302 DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.
303 IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER,
304 OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND
305 FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE
306 OF ALL OBLIGATIONS UNDER THE CONTRACT.

307 TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED
308 AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY
309 OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO (Name of
310 Seller) AT (Address of Seller's Place of Business) NOT LATER THAN
311 MIDNIGHT OF (Date)

312 I HEREBY CANCEL THIS TRANSACTION.

313 (Date)

314 ([Buyer's] Consumer's Signature)

315 (3) Fail, before furnishing copies of the "Notice of Cancellation" to the
316 [buyer] consumer, to complete both copies by entering the name of the
317 seller, the address of the seller's place of business, the date of the
318 transaction, and the date, not earlier than the third business day
319 following the date of the transaction, by which the [buyer] consumer
320 may give notice of cancellation.

321 (4) Include in any home solicitation sale contract or receipt any
322 confession of judgment or any waiver of any of the rights to which the
323 [buyer] consumer is entitled under this chapter and sections 2 to 5,
324 inclusive, of this act, including specifically such [buyer's] consumer's
325 right to cancel the sale in accordance with the provisions of this section.

326 (5) Fail to inform each [buyer] consumer, orally, at the time such
327 [buyer] consumer signs the contract or purchases, leases or rents the
328 consumer goods or consumer services, of such [buyer's] consumer's
329 right to cancel.

330 (6) Misrepresent in any manner the [buyer's] consumer's right to

331 cancel.

332 (7) Fail or refuse to honor any valid notice of cancellation by a [buyer]
333 consumer and within ten business days after the receipt of such notice,
334 to (A) refund all payments made under the contract or home solicitation
335 sale; (B) return any consumer goods or property traded in, in
336 substantially as good condition as when received by the seller; (C) cancel
337 and return any negotiable instrument executed by the [buyer] consumer
338 in connection with the contract or home solicitation sale and take any
339 action necessary or appropriate to terminate promptly any security
340 interest created in the transaction; and (D) cancel and return any
341 contract executed by the [buyer] consumer in connection with the
342 transaction.

343 (8) Negotiate, transfer, sell, or assign any note or other evidence of
344 indebtedness to a finance company or other third party prior to
345 midnight of the fifth business day following the date the contract was
346 signed or the consumer goods or consumer services purchased, leased
347 or rented.

348 (9) Fail, within ten business days of receipt of the [buyer's]
349 consumer's notice of cancellation, to notify such [buyer] consumer
350 whether the seller intends to repossess or to abandon any shipped or
351 delivered consumer goods.

352 Sec. 7. Section 42-136 of the general statutes is repealed and the
353 following is substituted in lieu thereof (*Effective October 1, 2025*):

354 (a) Any note or other evidence of indebtedness given by a [buyer]
355 consumer in respect of a home solicitation sale shall be dated not earlier
356 than the date of the agreement or offer to purchase, lease or rent. Any
357 transfer of a note or other evidence of indebtedness bearing the
358 statement required by subsection (b) of this section shall be deemed an
359 assignment only and any right, title or interest which the transferee may
360 acquire thereby shall be subject to all claims and defenses of the [buyer]
361 consumer against the seller arising under the provisions of this chapter
362 and sections 2 to 5, inclusive, of this act.

363 (b) Each note or other evidence of indebtedness given by a [buyer]
364 consumer in respect of a home solicitation sale shall bear on its face a
365 conspicuous statement as follows: THIS INSTRUMENT IS BASED
366 UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO
367 THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS
368 INSTRUMENT IS NOT NEGOTIABLE.

369 (c) Compliance with the requirements of this section shall be a
370 condition precedent to any right of action by the seller or any transferee
371 of an instrument bearing the statement required under subsection (b) of
372 this section against the [buyer] consumer upon such instrument and
373 shall be pleaded and proved by any person who may institute action or
374 suit against a [buyer] consumer in respect thereof.

375 (d) A promissory note payable to order or bearer and otherwise
376 negotiable in form issued in violation of this section may be enforced as
377 a negotiable instrument by a holder in due course according to its terms.

378 Sec. 8. Section 42-137 of the general statutes is repealed and the
379 following is substituted in lieu thereof (*Effective October 1, 2025*):

380 (a) In addition to any right otherwise to revoke an offer, the [buyer]
381 consumer may cancel a home solicitation sale until midnight of the third
382 business day after the day on which the [buyer] consumer signs an
383 agreement subject to the provisions of this chapter and sections 2 to 5,
384 inclusive, of this act.

385 (b) Cancellation shall occur when the [buyer] consumer gives written
386 notice of cancellation to the seller at the address specified for notice of
387 cancellation provided by the seller or when such written notice bearing
388 such address is deposited in a mail box.

389 (c) Notice of cancellation given by the [buyer] consumer shall be
390 effective if [it] the notice indicates the intention on the part of the [buyer]
391 consumer not to be bound by the home solicitation sale.

392 Sec. 9. Section 42-138 of the general statutes is repealed and the
393 following is substituted in lieu thereof (*Effective October 1, 2025*):

394 (a) Except as provided in this section, within ten business days after
395 a home solicitation sale has been cancelled the seller shall tender to the
396 [buyer] consumer any payments made by the [buyer] consumer and any
397 note or other evidence of indebtedness.

398 (b) If the down payment includes consumer goods traded in, the
399 consumer goods shall be tendered in substantially as good condition as
400 such consumer goods were in when the consumer received such
401 consumer goods. If the seller fails to tender the consumer goods as
402 provided by this section, the [buyer] consumer may elect to recover an
403 amount equal to the trade-in allowance stated in the agreement.

404 (c) Until the seller has complied with the obligations imposed by this
405 section, the [buyer] consumer may retain possession of consumer goods
406 delivered to [him] the consumer by the seller and has a lien on the
407 consumer goods for any recovery to which [he] the consumer is entitled.

408 Sec. 10. Section 42-139 of the general statutes is repealed and the
409 following is substituted in lieu thereof (*Effective October 1, 2025*):

410 (a) Except as provided in subsection (c) of section 42-138, as amended
411 by this act, [within] not later than twenty days after a home solicitation
412 sale has been cancelled, the [buyer] consumer, upon demand, shall
413 tender to the seller any consumer goods delivered by the seller pursuant
414 to the sale, lease or rental, but [he] the consumer is not obligated to
415 tender to the seller such consumer goods at any place other than [his]
416 the consumer's own address. If the seller fails to take possession of such
417 consumer goods within twenty days after cancellation, the consumer
418 goods shall become the property of the [buyer] consumer without
419 obligation to pay for [them] such consumer goods.

420 (b) The [buyer] consumer shall take reasonable care of the consumer
421 goods in [his] the consumer's possession both prior to cancellation and
422 during the twenty-day period following cancellation. During the
423 twenty-day period [after] following cancellation, except for the [buyer's]
424 consumer's duty of care, the consumer goods are at the seller's risk.

425 (c) If the seller has performed any consumer services pursuant to a
426 home solicitation sale prior to its cancellation, the seller is entitled to no
427 compensation. If the seller's consumer services result in the alteration of
428 the consumer's property, [of the buyer,] the seller shall restore the
429 consumer's property to substantially as good condition as [it] such
430 property was in at the time the consumer services were rendered.

431 Sec. 11. Section 42-140 of the general statutes is repealed and the
432 following is substituted in lieu thereof (*Effective October 1, 2025*):

433 No seller or seller's authorized sales representative in a home
434 solicitation sale shall offer to pay a commission or give a rebate or
435 discount to the [buyer] consumer in consideration of the [buyer's]
436 consumer giving to the seller or the seller's authorized sales
437 representative the names of prospective purchasers, lessees or renters or
438 otherwise aiding the seller or the seller's authorized sales representative
439 in making a sale, lease or rental to another person, if the earning of the
440 commission, rebate or discount is contingent upon an event subsequent
441 to the time the [buyer] consumer agrees to [buy] purchase, lease or rent.

442 Sec. 12. Section 42-141 of the general statutes is repealed and the
443 following is substituted in lieu thereof (*Effective October 1, 2025*):

444 (a) Any person who violates any provision of this chapter or sections
445 2 to 5, inclusive, of this act shall be [guilty of a class C misdemeanor]
446 liable for a civil penalty of not more than five hundred dollars per
447 violation. Any sale, lease or rental made in respect to which a
448 commission, rebate or discount is offered in violation of the provisions
449 of this chapter or sections 2 to 5, inclusive, of this act shall be voidable
450 at the option of the [buyer] consumer.

451 (b) Violation of any of the provisions of [sections] section 42-135a, [or]
452 as amended by this act, sections 42-137 to 42-139, inclusive, as amended
453 by this act, or sections 2 to 5, inclusive, of this act, or failure to honor any
454 provisions of the notice of cancellation required by this chapter, shall
455 constitute an unfair or deceptive act or practice as defined by section 42-
456 110b.

457 Sec. 13. Subdivision (4) of section 42-481 of the general statutes is
458 repealed and the following is substituted in lieu thereof (*Effective October*
459 *1, 2025*):

460 (4) "Sales representative" means a person who: (A) Establishes a
461 business relationship with a principal to solicit orders for products or
462 services, and (B) is compensated in whole, or in part, by commission.
463 "Sales representative" does not include an employee or a person who
464 places orders or purchases on the person's own account or for resale or
465 a seller, as defined in [subsection (c) of] section 42-134a, as amended by
466 this act; and

467 Sec. 14. (NEW) (*Effective October 1, 2025*) (a) As used in this section:

468 (1) "Consumer" means an individual seeking credit for personal,
469 family or household purposes;

470 (2) "Payoff statement" means a statement of the amount of the unpaid
471 balance on a residential solar loan, including principal, interest and
472 other charges properly assessed pursuant to the residential solar loan
473 documentation and a statement of the interest, on a per diem basis, with
474 respect to the unpaid principal balance of the residential solar loan;

475 (3) "Person" means any individual, association, corporation, limited
476 liability company, partnership, trust or other legal entity;

477 (4) "Residential solar lease agreement" means any agreement
478 embodying the terms and conditions concerning the use of a residential
479 solar photovoltaic system;

480 (5) "Residential solar lender" means any person who, in the ordinary
481 course of such person's business, extends a residential solar loan;

482 (6) "Residential solar lessor" means any person who, in the ordinary
483 course of such person's business, leases a residential solar photovoltaic
484 system to a consumer;

485 (7) "Residential solar loan" includes any line of credit or other

486 extension of credit extended to a consumer for the purpose of providing
487 financing to the consumer to purchase a residential solar photovoltaic
488 system;

489 (8) "Residential solar loan agreement" means an agreement, in the
490 form of a written contract, between a residential solar lender and a
491 consumer which sets forth the terms and conditions applicable to the
492 awarding of a residential solar loan;

493 (9) "Residential solar photovoltaic system" has the same meaning as
494 provided in section 16-245nn of the general statutes; and

495 (10) "Transfer documentation" means any documentation necessary
496 for a consumer to transfer the consumer's rights and obligations under
497 a residential solar lease agreement or a residential solar loan agreement
498 to another person in accordance with the terms of the residential solar
499 lease agreement or residential solar loan agreement.

500 (b) A residential solar lender or residential solar lessor shall provide
501 to a consumer any payoff statement or transfer documentation
502 requested by the consumer not later than seven days after the consumer
503 submits a written request to the residential solar lender or residential
504 solar lessor for such payoff statement or transfer documentation.

505 (c) Any residential solar lender or residential solar lessor that fails to
506 provide to a consumer a payoff statement or transfer documentation
507 within the seven-day period established in subsection (b) of this section
508 shall credit the consumer's account with such residential solar lender or
509 residential solar lessor in the amount of two hundred fifty dollars.

510 (d) The Commissioner of Consumer Protection may adopt
511 regulations, in accordance with chapter 54 of the general statutes, to
512 implement the provisions of this section.

This act shall take effect as follows and shall amend the following sections:		
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Section 1	October 1, 2025	42-134a
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Sec. 2	<i>October 1, 2025</i>	New section
Sec. 3	<i>October 1, 2025</i>	New section
Sec. 4	<i>October 1, 2025</i>	New section
Sec. 5	<i>October 1, 2025</i>	New section
Sec. 6	<i>October 1, 2025</i>	42-135a
Sec. 7	<i>October 1, 2025</i>	42-136
Sec. 8	<i>October 1, 2025</i>	42-137
Sec. 9	<i>October 1, 2025</i>	42-138
Sec. 10	<i>October 1, 2025</i>	42-139
Sec. 11	<i>October 1, 2025</i>	42-140
Sec. 12	<i>October 1, 2025</i>	42-141
Sec. 13	<i>October 1, 2025</i>	42-481(4)
Sec. 14	<i>October 1, 2025</i>	New section

Statement of Legislative Commissioners:

In Section 1(8)(B)(iii), "its authorized" was changed to "[its] the seller's authorized" for clarity.

GL *Joint Favorable Subst. -LCO*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact:

Agency Affected	Fund-Effect	FY 26 \$	FY 27 \$
Consumer Protection, Dept.	GF - Cost	281,000	343,000
State Comptroller - Fringe Benefits ¹	GF - Cost	99,619	132,825
Resources of the General Fund	GF - Potential Revenue Gain	See Below	See Below
Judicial Dept. (Probation)	GF - Potential Savings	Minimal	Minimal

Note: GF=General Fund

Municipal Impact: None

Explanation

The bill requires the Department of Consumer Protection (DCP) to create and maintain a no home solicitation sales listing of consumers and to enforce associated regulations and unfair trade practice violations resulting in the impact described below.

To meet the requirements of the bill DCP will need to hire four employees² for a salary and other expenses cost of \$281,000 in FY 26³ and \$343,000 in FY 27, along with associated fringe benefit costs of \$99,619 in FY 26 and \$132,825 in FY 27. The staff are needed to establish and maintain the no home solicitation sales listing, ensure compliance,

¹The fringe benefit costs for most state employees are budgeted centrally in accounts administered by the Comptroller. The estimated active employee fringe benefit cost associated with most personnel changes is 40.71% of payroll in FY 26.

²The new employees consist of a state program manager, staff attorney, special investigator, and a processing technician.

³FY 26 costs reflect nine months of expenditures due to the bills 10/1/25 effective date.

issue fines for violations, and perform unfair trade practice investigations.

These sections allow DCP to issue a fine of up to \$20,000 for violations resulting in a potential revenue gain to the state to the extent that violations occur.

The bill also eliminates the criminal penalty associated with the Home Solicitation Sales Act, which results in a potential savings to the Judicial Department for probation.⁴ On average, the marginal cost for supervision in the community is less than \$600⁵ each year for adults.

The Out Years

The annualized ongoing fiscal impact identified above would continue into the future subject to employee wage increases, the number of violations, and inflation.

⁴From FY 20 – FY 24, 7 charges were recorded under CGS § 42-141.

⁵Probation marginal savings is based on services provided by private providers and only includes costs that increase with each additional participant.

OLR Bill Analysis**sHB 6052*****AN ACT CONCERNING THE HOME SOLICITATION SALES ACT
AND RESIDENTIAL SOLAR PHOTOVOLTAIC SYSTEMS.*****SUMMARY**

This bill prohibits individuals with certain disqualifying offense convictions from engaging in any in-person solicitations. It also requires the Department of Consumer Protection (DCP) to create and maintain a “no home solicitation sales” listing of consumers who do not wish to receive solicitations from sellers. Sellers who violate the listing are liable of up to \$20,000 per violation.

The bill also places additional requirements on home solicitation sellers, which include (1) monthly examining the “no home solicitation sales” listing, (2) notifying the municipality where the solicitation will occur at least 10 business days before soliciting, and (3) limiting when solar sellers may solicit sales for residential solar photovoltaic systems to the hours between 9:00 a.m. and 7:00 p.m.

The bill lowers the penalties for Home Solicitation Sales Act (see BACKGROUND) violations from a class C misdemeanor, which is punishable by up to three months imprisonment, up to a \$500 fine, or both, to a civil penalty of up to \$500 per violation.

The bill also requires a residential solar lender or lessor to give a consumer any payoff statement or transfer documentation the consumer requests within seven days after the request.

Finally, the bill makes numerous technical and conforming changes, including changing certain terms like “buyer” to “consumer” and conforming the statute to its definitions by changing good or service to “consumer good” and “consumer services.”

EFFECTIVE DATE: October 1, 2025

§§ 1 & 2 — DISQUALIFYING OFFENSES

The bill prohibits anyone convicted of, pleading guilty or nolo contendere (no contest) to, or found not guilty by reason of mental disease or defect for, a disqualifying offense (or one similar in another state) from engaging in in-person home solicitation sales.

Under the bill, a “disqualifying offense” is:

1. any felony that involves the use, attempted use, or threatened use of physical force against another person or results in another person’s serious physical injury or death;
2. any offense that requires a person to register with the emergency services and public protection commissioner;
3. robbery, home invasion, or burglary;
4. conspiracy or criminal attempt, if the offense that is attempted or is an object of the conspiracy, constitutes a robbery, home invasion, or burglary or felony as described above; and
5. any offense under federal law or in another state that has elements that are substantially similar to the offenses described above.

A disqualifying offense does not include any offense that has been pardoned or something equivalent under federal law or in another state.

A “home solicitation sale” is a sale, lease, or rental of consumer goods or services in which the seller or his representative personally solicits the sale (even at the consumer’s invitation) at any place other than the seller’s place of business.

§ 5 — NO HOME SOLICITATION SALES LIST

The bill requires DCP to establish and maintain a “no home solicitation sales” listing of consumers who do not want to receive home

solicitations. DCP must notify consumers about the list and any consumer that wants to be included must notify the department by calling a toll-free number or in any other way and at any time the DCP commissioner sets. A consumer may ask to be removed from the list at any time, upon written request. DCP must update the listing at least quarterly and make it available, upon request, to sellers and their authorized sales representatives and any other individuals.

The bill requires sellers or their authorized sales representatives, when engaging in home solicitation sales, to disclose within 10 seconds after the solicitation begins, (1) their identity, (2) the solicitation's purpose, and (3) the identity of any other person with them while making the solicitation. They must also ask the consumer whether he or she wishes to continue with the solicitation, end the solicitation, or be removed from the seller's or authorized sales representative's list.

Seller Requirements to End Solicitations

The bill requires sellers or their authorized sales representatives to end a home solicitation sale within 10 seconds after the consumer states or indicates that he or she wishes to end it. If a consumer informs them at any point during a solicitation that the consumer does not want to receive future solicitations or wants to be removed from the seller's or sales representative's list, they must:

1. inform the consumer that the consumer's contact information will be removed from the list;
2. end the solicitation within 10 seconds after the request;
3. stop soliciting the consumer for home solicitation sales in the future; and
4. not give or sell the consumer's name, address, or other personally identifying information to any other person, or receive anything of value from another person for the information.

Regulations

The bill allows the DCP commissioner to adopt regulations to carry out these provisions. The regulations may include provisions governing the availability and distribution of the listing and notice requirements for consumers wishing to be included on the list.

Penalties

In addition to the Home Solicitation Sales Act penalties, under the bill, sellers or their authorized sales representatives who violate the no home solicitation sales listing provisions must be fined up to \$20,000 per violation.

§§ 3 & 4 — SELLER REQUIREMENTS

The bill places additional requirements on home solicitation sellers, which the bill specifies includes a solar seller (see below).

Under the bill, each seller must:

1. examine the “no home solicitation sales” listing monthly to ensure that the seller and his or her authorized sales representatives do not solicit any consumer on the listing;
2. establish guidelines that (a) the seller and sales representatives must follow while engaging in home solicitation sales and (b) disclose how consumers may identify the seller’s authorized sales representatives; and
3. post these guidelines in a prominent and publicly accessible location on the seller’s website.

Within 10 business days before the seller or his or her authorized sales representatives engage in home solicitation sales, the seller must also send a written notice by certified or registered mail to each municipality’s chief executive officer and chief law enforcement officer where the seller or authorized sales representatives intend to solicit.

The written notice must disclose:

1. that the seller or authorized sales representatives intend to solicit

in the municipality,

2. the timeframe they intend to solicit in the municipality, and
3. any other information that DCP commissioner deems relevant.

As under existing law for these sales, a “business day” is any calendar day except Sunday or any of the following business holidays: New Year’s Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, and Christmas Day.

Solar Sellers

In addition, the bill requires solar sellers to develop a brochure for consumers with any information that the DCP commissioner deems relevant. They must also ensure that solar sellers and their authorized sales representatives:

1. do not engage in any home solicitation sales of a residential solar photovoltaic system outside of the hours allowed under the bill (see below) or a more restrictive municipal ordinance;
2. give a copy of the brochure to the consumer at the beginning of a home solicitation sale of a residential solar photovoltaic system; and
3. carry a current and valid photo identification card while they are soliciting to sell residential solar photovoltaic systems.

The photo identification card must include (1) the solar seller’s name and, for an authorized sales representative, the authorized sales representative’s name; (2) a photograph of the solar seller or authorized sales representative, as applicable; and (3) any other information the DCP commissioner deems relevant for identification purposes.

Under existing law, a “residential solar photovoltaic system” is equipment and devices that primarily collect solar energy and generate electricity by photovoltaic effect, have a nameplate capacity rating of 12

kilowatts or less, are installed on the roof of a single-family home, and conform to the State Building Code.

The bill prohibits solar sellers or their authorized sales representatives from engaging in home solicitation sales for residential solar photovoltaic systems outside the hours of 9:00 a.m. and 7:00 p.m. Eastern Time, unless a more restrictive municipal ordinance limits the hours.

§ 11 — AUTHORIZED SALES REPRESENTATIVE

The bill incorporates a seller's authorized sales representative in the provision in current law that prohibits home solicitation sellers from offering to pay commission or give a rebate or discount to a consumer in return for the names of prospective consumers or other types of assistance, if these actions are contingent on the consumer's purchase, lease, or rent.

§ 14 — RESIDENTIAL SOLAR

The bill requires a residential solar lender or lessor to give a consumer any payoff statement or transfer documentation the consumer requests within seven days after submitting a written request. A residential solar lender or lessor that fails to provide the statement or documentation within the seven-day period must credit the consumer's account with \$250.

Under the bill, "payoff statement" is a statement of the unpaid balance amount on a residential solar loan, including principal, interest and other properly assessed charges. "Transfer documentation" is the necessary documentation for a consumer to transfer the consumer's rights and obligations under a residential solar lease or loan agreement to another person under the agreement's terms.

The bill allows the DCP commissioner to adopt regulations on this provision.

BACKGROUND

Home Solicitation Sales Act

With several exceptions (e.g., emergency repairs), the Home Solicitation Sales Act gives a consumer the right to cancel a home solicitation sale until midnight of the third business day following the transaction. It also requires certain terms to be in the contract, such as payments must be returned within 10 business days after the seller receives the cancellation notice (CGS § 42-134 et seq.).

Related Bill

sSB 1357, favorably reported by the General Law Committee, makes minor changes to home solicitation sale cancellation provisions and disclosures, including increasing the required font size and adding a disclosure for electronic deliveries.

COMMITTEE ACTION

General Law Committee

Joint Favorable

Yea 18 Nay 3 (03/21/2025)