



Senate

General Assembly

File No. 330

January Session, 2025

Senate Bill No. 1248

Senate, March 31, 2025

The Committee on General Law reported through SEN. MARONEY of the 14th Dist., Chairperson of the Committee on the part of the Senate, that the bill ought to pass.

AN ACT EXPANDING CONSUMER PROTECTIONS.

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

1 Section 1. (NEW) (*Effective July 1, 2026*) (a) For the purposes of this
2 section:

3 (1) "Business" has the same meaning as provided in section 42-158ff
4 of the general statutes, as amended by this act;

5 (2) "Consumer good or service" (A) means any good or service that is
6 purchased, leased or rented primarily for personal, family or household
7 purposes, and (B) includes, but is not limited to, (i) any event ticket, food
8 or beverage, or the delivery thereof, and (ii) the right to occupy any hotel
9 room, motel room, short-term rental, as defined in section 12-408h of the
10 general statutes, or similar lodging that includes sleeping
11 accommodations; and

12 (3) "Person" has the same meaning as provided in section 1-79 of the
13 general statutes.

14 (b) (1) Except as provided in subdivision (2) of this subsection, no
15 business that offers to sell, lease or otherwise provide any consumer
16 good or service shall:

17 (A) Advertise, display or otherwise offer such consumer good or
18 service to any person at a price that excludes any fee, charge or cost that
19 such person is required to pay in order to purchase, lease or otherwise
20 receive such consumer good or service; or

21 (B) Require any person to pay any fee, charge or cost to purchase,
22 lease or otherwise receive such consumer good or service if such fee,
23 charge or cost (i) is not advertised, displayed or otherwise offered to
24 such person in compliance with subparagraph (A) of this subdivision,
25 or (ii) is obscured, unclear or misrepresented by such business.

26 (2) The provisions of subdivision (1) of this subsection shall not be
27 construed to:

28 (A) Prohibit a business from omitting any applicable federal, state or
29 local tax, or any mandatory fee imposed by any government,
30 governmental subdivision, agency or instrumentality or any quasi-
31 governmental instrumentality, from any advertised, displayed or
32 otherwise offered price for a consumer good or service if such tax or fee
33 is disclosed to the person before such person purchases, leases or
34 otherwise receives the consumer good or service;

35 (B) Prohibit a business from imposing any mandatory gratuity, or
36 omitting any mandatory gratuity from any advertised, displayed or
37 otherwise offered price for a consumer good or service, if the existence
38 of such mandatory gratuity and the manner in which such mandatory
39 gratuity is calculated are clearly and conspicuously disclosed to the
40 person when pricing for the consumer good or service is first advertised,
41 displayed or otherwise offered to such person;

42 (C) Prohibit a business from imposing any fee, charge or cost for a
43 consumer good or service, or omitting the amount of any fee, charge or
44 cost from any advertised, displayed or otherwise offered price for a

45 consumer good or service, if (i) the amount of such fee, charge or cost is
46 dependent on the person's selections or cannot feasibly be calculated in
47 full when the price for such consumer good or service is first advertised,
48 displayed or otherwise offered, including, but not limited to, any fee,
49 charge or cost imposed for shipping or delivery or that varies based on
50 such person's location or according to the quantity of consumer goods
51 purchased, leased or otherwise received, (ii) the existence of such fee,
52 charge or cost is disclosed when the consumer good or service is
53 advertised, displayed or otherwise offered to the person, and (iii) the
54 amount of such fee, charge or cost is disclosed to the person before such
55 person purchases, leases or otherwise receives such consumer good or
56 service;

57 (D) Prohibit a business from imposing any fee, charge or cost for a
58 consumer good or service, or omitting the amount of any fee, charge or
59 cost from any advertised, displayed or otherwise offered price for a
60 consumer good or service, if such fee, charge or cost is charged to the
61 person for the purpose of confirming such person's identity or payment
62 information, is in an amount that does not exceed one dollar and is
63 promptly refunded to such person;

64 (E) Apply to any transaction that is subject to the provisions of
65 chapter 704 of the general statutes;

66 (F) Apply to any transaction, action or act that qualifies for an
67 exception set forth in section 42-110c of the general statutes;

68 (G) Apply to or permit surcharges prohibited pursuant to section 42-
69 133ff of the general statutes; or

70 (H) Apply to any transaction unless such transaction involves (i) a
71 person in this state, or (ii) the offer, sale, rent, lease or distribution of any
72 consumer good or service in this state.

73 (c) Any violation of subdivision (1) of subsection (b) of this section
74 shall be deemed an unfair or deceptive trade practice under subsection
75 (a) of section 42-110b of the general statutes.

76 Sec. 2. Section 42-158ff of the general statutes is repealed and the
77 following is substituted in lieu thereof (*Effective July 1, 2026*):

78 (a) For the purposes of this section:

79 (1) "Automatic renewal provision" means any provision that is
80 included in a consumer agreement under which a business that is a
81 party to such agreement may renew such agreement without any action
82 on the part of a consumer who is a party to such agreement;

83 (2) "Business" means any individual or sole proprietorship,
84 partnership, firm, corporation, trust, limited liability company, limited
85 liability partnership, joint stock company, joint venture, association or
86 other legal entity through which commerce for profit or not for profit is
87 conducted;

88 (3) "Consumer" means any individual who is a resident of this state
89 and a prospective recipient of consumer goods or consumer services;

90 (4) "Consumer agreement" means any verbal, telephonic, written or
91 electronic agreement, initially entered into or amended on or after
92 October 1, 2023, between a business and a consumer under which a
93 business agrees to provide consumer goods or consumer services to a
94 consumer. "Consumer agreement" does not include any such agreement
95 (A) concerning any service provided by a business or its affiliate where
96 either the business or its affiliate is doing business pursuant to (i) a
97 franchise issued by a political subdivision of the state, or (ii) a license,
98 franchise, certificate or other authorization issued by the Public Utilities
99 Regulatory Authority, (B) concerning any service provided by a
100 business or its affiliate where either the business or its affiliate is
101 regulated by the Public Utilities Regulatory Authority, the Federal
102 Communications Commission or the Federal Energy Regulatory
103 Commission, (C) with any entity regulated by the Insurance
104 Department or an affiliate of such entity, (D) with any bank, out-of-state
105 bank, bank holding company, Connecticut credit union, federal credit
106 union or out-of-state credit union, as said terms are defined in section
107 36a-2, or any subsidiary thereof, or (E) concerning any global or national

108 service largely or predominately consisting of audiovisual content;

109 (5) "Consumer good" means any article that is purchased, leased,
110 exchanged or received primarily for personal, family or household
111 purposes;

112 (6) "Consumer service" means any service that is purchased, leased,
113 exchanged or received primarily for personal, family or household
114 purposes; and

115 (7) "Continuous services provision" means any provision that is
116 included in a consumer agreement under which a business that is a
117 party to such agreement may continue to provide consumer services to
118 a consumer who is a party to such agreement until the consumer takes
119 action to prevent or terminate such business's provision of such
120 consumer services under such agreement.

121 (b) (1) No business shall enter into, or offer to enter into, a consumer
122 agreement with a consumer if such agreement includes an automatic
123 renewal provision or a continuous services provision, unless:

124 (A) Such business establishes and maintains [a toll-free telephone
125 number,] an electronic mail address, [or] postal address [,] or the
126 telephone number or online means required under subsection [(d)] (e)
127 of this section, which the consumer may use to prevent automatic
128 renewal or prevent or terminate continuous consumer services;

129 (B) Where such consumer agreement contains an automatic renewal
130 provision, such business discloses to the consumer, electronically,
131 verbally, telephonically or in writing in the manner specified in
132 subdivision (2) of this subsection and before such automatic renewal, (i)
133 that the business will automatically renew such agreement until such
134 consumer takes action to prevent such automatic renewal, (ii) a
135 description of the actions such consumer is required to take to prevent
136 any automatic renewal of such agreement and, if disclosed
137 electronically, a link or other electronic means such consumer may use
138 to take such actions as described in subsection [(d)] (e) of this section,

139 (iii) all recurring charges that will be charged to the consumer's credit
140 card, debit card or third-party payment account for any automatic
141 renewal of such agreement and, if the amount of such charges is subject
142 to change, the amount of such change if known by such business, (iv)
143 the length of any automatic renewal term for such agreement unless the
144 consumer selects the length of such term, (v) any additional provisions
145 concerning such renewal term, (vi) any minimum purchase obligation,
146 and (vii) contact information for such business;

147 (C) Where such consumer agreement contains a continuous services
148 provision, such business discloses to the consumer, electronically,
149 verbally, telephonically or in writing in the manner specified in
150 subdivision (2) of this subsection and before such consumer enters into
151 such agreement, (i) that the business will provide continuous consumer
152 services under such agreement until such consumer takes action to
153 prevent or terminate such continuous consumer services, (ii) a
154 description of the actions such consumer is required to take to prevent
155 or terminate such continuous consumer services, (iii) all recurring
156 charges that will be charged to the consumer's credit card, debit card or
157 third-party payment account for such continuous consumer services
158 and, if the amount of such charges is subject to change, the amount of
159 such change if known by such business, (iv) the duration of such
160 continuous consumer services, (v) any additional provisions concerning
161 such continuous consumer services, (vi) any minimum purchase
162 obligation, and (vii) contact information for such business;

163 (D) If such business intends to make any material change in the terms
164 of such automatic renewal provision or continuous services provision,
165 such business discloses to the consumer, electronically, verbally,
166 telephonically or in writing in the manner specified in subdivision (2) of
167 this subsection and before such business makes such material change,
168 the material change and a description of the actions such consumer is
169 required to take to cancel such automatic renewal or terminate such
170 continuous consumer services;

171 (E) If such consumer agreement includes a free gift or trial period,

172 such business discloses to the consumer, electronically, verbally,
173 telephonically or in writing in the manner specified in subdivision (2) of
174 this subsection before such consumer enters into such agreement, (i) the
175 price that such consumer will be charged following expiration of such
176 period, and (ii) any manner in which the pricing for such agreement will
177 change following expiration of such period; and

178 (F) (i) Except as provided in subparagraph (F)(iii) of this subdivision,
179 if such consumer agreement is offered electronically or telephonically
180 and includes a free gift or trial period, or a discounted or promotional
181 price period, such business discloses to the consumer, electronically or
182 telephonically in the manner specified in subdivision (2) of this
183 subsection and not later than the time specified in subparagraph (F)(ii)
184 of this subdivision, (I) that such business will automatically renew, or
185 provide continuous consumer services under, such agreement until
186 such consumer takes action to prevent such automatic renewal or
187 prevent or terminate such continuous consumer services, (II) the
188 duration of such automatic renewal term or continuous consumer
189 services, (III) any additional provisions concerning such renewal term
190 or continuous consumer services, (IV) a description of the actions such
191 consumer is required to take to prevent such automatic renewal or
192 prevent or terminate such continuous consumer services, and (V) if such
193 agreement is offered electronically, a prominently displayed direct link
194 or button, or an electronic mail message, required under subsection [(d)]
195 (e) of this section.

196 (ii) Except as provided in subparagraph (F)(iii) of this subdivision, if
197 such business is required to make a disclosure pursuant to
198 subparagraph (F)(i) of this subdivision, such business makes such
199 disclosure (I) where the free gift or trial period, or discounted or
200 promotional price period, is at least thirty-two days in duration, at least
201 twenty-one days after such period commences and not earlier than three
202 days before such period expires, or (II) where the free gift or trial period,
203 or discounted or promotional price period, is at least one year in
204 duration, at least fifteen days but not more than forty-five days before
205 such period expires.

206 (iii) Such business shall not be required to make the disclosure
207 required under subparagraph (F)(i) or (F)(ii) of this subdivision if such
208 business has not collected, or does not maintain, the consumer's
209 electronic mail address or telephone number, as applicable, and is
210 unable to make such disclosure to such consumer by other electronic
211 means. For the purposes of subparagraphs (E) and (F) of this
212 subdivision, "free gift" does not include a free promotional item or gift
213 that a business gives to a consumer if such item or gift differs from the
214 consumer goods or consumer services that are the subject of the
215 consumer agreement between the business and the consumer.

216 (2) Each business that is required to make any disclosure under
217 subdivision (1) of this subsection shall:

218 (A) If the consumer agreement is offered, or entered into,
219 electronically or in writing, make such disclosure (i) in a manner that
220 may be retained by the consumer, and (ii) in text that is (I) larger than
221 the size of any surrounding text, or (II) the same size as the surrounding
222 text but in a typeface, font or color that contrasts with such surrounding
223 text or is set off from such surrounding text by symbols or other marks
224 that draw the consumer's attention to such disclosure; or

225 (B) If the consumer agreement is offered, or entered into, verbally or
226 telephonically, make such disclosure in a volume and cadence that is
227 readily audible to, and understandable by, the consumer.

228 (c) No business that enters into, or offers to enter into, a consumer
229 agreement that includes an automatic renewal provision or a
230 continuous services provision shall charge the consumer's credit card,
231 debit card or third-party payment account for any automatic renewal or
232 continuous consumer services, regardless of whether such renewal or
233 continuous consumer services are offered or provided at a promotional
234 or discounted price, unless such business has obtained such consumer's
235 affirmative consent to such renewal or continuous consumer services.

236 (d) (1) Beginning on July 1, 2026, each business that enters into a
237 consumer agreement that includes an automatic renewal provision or a

238 continuous services provision shall send to the consumer an annual
239 reminder concerning the automatic renewal provision or continuous
240 services provision. Such reminder shall include the information
241 required under subdivision (2) of this subsection, and such business
242 shall send such reminder to the consumer:

243 (A) In the same manner in which such automatic renewal provision
244 or continuous services provision was activated, if such automatic
245 renewal provision or continuous services provision was activated by
246 any means other than an in-person transaction between such business
247 and such consumer;

248 (B) By the means in which such consumer is accustomed to
249 interacting with such business, if such consumer is accustomed to
250 interacting with such business by electronic mail, mail or telephonic
251 means; or

252 (C) By electronic mail, mail or telephonic means, if (i) such automatic
253 renewal provision or continuous services provision was activated as
254 part of an in-person transaction between such business and such
255 consumer, or (ii) such consumer is not accustomed to interacting with
256 such business by electronic mail, mail or telephonic means.

257 (2) Each business that is required to send an annual reminder to a
258 consumer pursuant to subdivision (1) of this subsection shall include in
259 such annual reminder:

260 (A) A statement identifying (i) the consumer goods or consumer
261 services that are subject to the automatic renewal provision or
262 continuous services provision, and (ii) the means by which the
263 consumer may prevent automatic renewal or prevent or terminate
264 continuous consumer services, as set forth in subsection (e) of this
265 section; and

266 (B) The frequency and amount of charges associated with automatic
267 renewal of, or provision of continuous consumer services under, the
268 consumer agreement.

269 ~~[(d)]~~ (e) (1) Each business that enters into a consumer agreement
270 online shall, if such agreement includes an automatic renewal provision
271 or a continuous services provision, allow the consumer to take any
272 action necessary to prevent such automatic renewal or prevent or
273 terminate such continuous consumer services online and without
274 requiring such consumer to take any offline action to prevent such
275 automatic renewal or prevent or terminate such continuous consumer
276 services. [No business that is subject to the provisions of this subdivision
277 shall take any action to obstruct or delay a consumer's efforts to prevent
278 automatic renewal of, or prevent or terminate provision of continuous
279 consumer services under, a consumer agreement pursuant to this
280 subdivision.] Each business that is subject to the provisions of this
281 subdivision shall enable a consumer to prevent automatic renewal of, or
282 prevent or terminate provision of continuous consumer services under,
283 a consumer agreement [pursuant to this subdivision] by way of [:] at
284 least one of the methods set forth in subparagraphs (A) and (B) of
285 subdivision (2) of this subsection.

286 (2) Each business that enters into a consumer agreement that includes
287 an automatic renewal provision or a continuous services provision shall
288 enable a consumer to prevent automatic renewal of, or prevent or
289 terminate provision of continuous consumer services under, the
290 consumer agreement by way of:

291 (A) A prominently displayed direct link or button, which may be
292 located within the consumer's (i) account or profile, or (ii) device or user
293 settings; [or]

294 (B) An electronic mail message from the business to the consumer,
295 which is immediately accessible by the consumer and to which the
296 consumer may reply without obtaining any additional information; or

297 (C) Beginning on July 1, 2026, a telephone number that (i) the
298 consumer may retain, and (ii) is clearly and conspicuously displayed on
299 the Internet web site maintained by such business, if any.

300 (3) (A) Each business that establishes and maintains a telephone

301 number for the purposes of subparagraph (C) of subdivision (2) of this
302 subsection shall promptly answer all calls made to such telephone
303 number during normal business hours and shall not obstruct or delay
304 any consumer's ability to prevent automatic renewal of, or prevent or
305 terminate provision of continuous consumer services under, a consumer
306 agreement. If any consumer leaves a voice mail with such business
307 requesting to prevent automatic renewal of, or prevent or terminate
308 provision of continuous consumer services under, a consumer
309 agreement, such business shall, not later than one business day after
310 such consumer leaves such voice mail with such business, either process
311 the requested prevention or termination or return such consumer's
312 telephone call regarding such consumer's intentions. If such voice mail
313 includes sufficient information for such business to effectuate such
314 prevention or termination, such business may return such consumer's
315 telephone call but shall effectuate such prevention or termination not
316 later than one business day after such consumer left such voice mail if
317 such business is unable to reach such consumer.

318 (B) If a consumer requests to prevent automatic renewal of, or
319 prevent or terminate provision of continuous consumer services under,
320 a consumer agreement by way of a telephone call made to a telephone
321 number established and maintained for the purposes of subparagraph
322 (C) of subdivision (2) of this subsection, the business may present to the
323 consumer a discounted offer, retention benefit or information regarding
324 the effect of the requested prevention or termination, provided such
325 business clearly and conspicuously informs such consumer, prior to
326 presenting such offer, benefit or information, that such consumer may
327 complete such prevention or termination at any time by stating that such
328 consumer intends to "cancel" or by stating similar words to that effect.
329 If the consumer states such consumer's intention to "cancel" or states
330 similar words to that effect, such business shall promptly process the
331 requested prevention or termination and shall not otherwise obstruct or
332 delay the consumer's ability to prevent automatic renewal of, or prevent
333 or terminate provision of continuous consumer services under, the
334 consumer agreement.

335 (4) No business that is subject to the provisions of this subsection shall
336 take any action to obstruct or delay a consumer's efforts to prevent
337 automatic renewal of, or prevent or terminate provision of continuous
338 consumer services under, a consumer agreement pursuant to this
339 subsection.

340 [(2)] (5) Notwithstanding the provisions of subdivision (1) of this
341 subsection, a business may require a consumer who maintains an
342 account with the business to enter the consumer's account information,
343 or otherwise authenticate such consumer's identity, online before such
344 consumer may take any action to prevent automatic renewal of, or
345 prevent or terminate provision of continuous consumer services under,
346 a consumer agreement pursuant to subdivision (1) of this subsection.
347 No consumer who is unwilling or unable to enter the consumer's
348 account information, or otherwise authenticate such consumer's
349 identity, online under this subdivision shall be precluded from
350 authenticating such consumer's identity, or taking action to prevent
351 such automatic renewal or prevent or terminate provision of continuous
352 consumer services, offline by any other method set forth in
353 subparagraph (A) of subdivision (1) of subsection (b) of this section.

354 [(e) Nothing in this section shall be construed to create a private right
355 of action.]

356 (f) Any violation of the provisions of this section shall constitute an
357 unfair trade practice under subsection (a) of section 42-110b.

358 Sec. 3. Section 47a-1 of the general statutes is repealed and the
359 following is substituted in lieu thereof (*Effective October 1, 2025*):

360 As used in this chapter, sections 47a-21, 47a-23 to 47a-23c, inclusive,
361 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-
362 43 [J] and 47a-46 and section 4 of this act:

363 [(a)] (1) "Action" includes recoupment, counterclaim, set-off, cause of
364 action and any other proceeding in which rights are determined,
365 including an action for possession.

366 [(b)] (2) "Building and housing codes" include any law, ordinance or
367 governmental regulation concerning fitness for habitation or the
368 construction, maintenance, operation, occupancy, use or appearance of
369 any premises or dwelling unit.

370 [(c)] (3) "Dwelling unit" means any house or building, or portion
371 thereof, which is occupied, is designed to be occupied, or is rented,
372 leased or hired out to be occupied, as a home or residence of one or more
373 persons.

374 [(d)] (4) "Landlord" means the owner, lessor or sublessor of the
375 dwelling unit, the building of which it is a part or the premises.

376 [(e)] (5) "Owner" means one or more persons, jointly or severally, in
377 whom is vested [(1)] (A) all or part of the legal title to property, or [(2)]
378 (B) all or part of the beneficial ownership and a right to present use and
379 enjoyment of the premises and includes a mortgagee in possession.

380 [(f)] (6) "Person" means an individual, corporation, limited liability
381 company, the state or any political subdivision thereof, or agency,
382 business trust, estate, trust, partnership or association, two or more
383 persons having a joint or common interest, and any other legal or
384 commercial entity.

385 [(g)] (7) "Premises" means a dwelling unit and the structure of which
386 it is a part and facilities and appurtenances therein and grounds, areas
387 and facilities held out for the use of tenants generally or whose use is
388 promised to the tenant.

389 [(h)] (8) "Rent" means all periodic payments to be made to the
390 landlord under the rental agreement.

391 [(i)] (9) "Rental agreement" means all agreements, written or oral, and
392 valid rules and regulations adopted under section 47a-9 or subsection
393 (d) of section 21-70 embodying the terms and conditions concerning the
394 use and occupancy of a dwelling unit or premises.

395 [(j)] (10) "Roomer" means a person occupying a dwelling unit, which

unit does not include a refrigerator, stove, kitchen sink, toilet and shower or bathtub and one or more of these facilities are used in common by other occupants in the structure.

[(k)] (11) "Single-family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit or has a common parking facility, it is a single-family residence if it has direct access to a street or thoroughfare and does not share heating facilities, hot water equipment or any other essential facility or service with any other dwelling unit.

[(l)] (12) "Tenant" means the lessee, sublessee or person entitled under a rental agreement to occupy a dwelling unit or premises to the exclusion of others or as is otherwise defined by law.

[(m)] (13) "Tenement house" means any house or building, or portion thereof, which is rented, leased or hired out to be occupied, or is arranged or designed to be occupied, or is occupied, as the home or residence of three or more families, living independently of each other, and doing their cooking upon the premises, and having a common right in the halls, stairways or yards.

Sec. 4. (NEW) (*Effective October 1, 2025*) (a) Except as provided in subsection (b) of this section, no landlord shall advertise, display or otherwise offer a dwelling unit for rent in an amount that excludes any fee, charge or cost that the tenant of the advertised, displayed or offered dwelling unit shall be required to pay on a periodic basis. Any fee, charge or cost that the tenant shall be required to pay on a periodic basis shall be prorated and included in the advertised, displayed or offered rent. For the purposes of this subsection, any fee, charge or cost that shall be charged to the tenant, by default, on a monthly basis shall be included in the advertised, displayed or offered rent, regardless of whether the tenant may opt out of such fee, charge or cost.

(b) A landlord may advertise, display or otherwise offer a dwelling unit for rent without including the following fees and costs in the

428 advertised, displayed or offered rent:

429 (1) Any payment processing fee that reflects the actual cost of
430 processing a payment, provided the landlord makes available to the
431 tenant an alternative form of payment that does not require payment of
432 any such payment processing fee;

433 (2) Any fee or deposit imposed for keeping a pet in the dwelling unit;

434 (3) The cost of any utilities that (A) are submetered pursuant to
435 section 16-19ff of the general statutes, or (B) the tenant will pay directly
436 to a utility company and that may vary from month to month;

437 (4) A fee charged for damage to the dwelling unit that is not imposed
438 for normal wear and tear; or

439 (5) A separate fee charged for performing a service for the tenant,
440 including, but not limited to, responding to a lockout or replacing a key.

441 (c) Not later than January 1, 2026, the Department of Housing shall
442 publish, on the department's Internet web site, a standardized rental
443 terms summary form. Such form shall clearly summarize the key terms
444 of a rental agreement, including, but not limited to, the term of the rental
445 agreement, the name of the landlord, the point of contact for property
446 management purposes, the name of each tenant and the total periodic
447 rent determined in accordance with the provisions of subsection (a) of
448 this section. Such summary form shall be published and provided in
449 both English and Spanish.

450 (d) On and after April 1, 2026, no landlord shall provide a written
451 rental agreement to any tenant unless such rental agreement includes,
452 as the first page of such rental agreement, a completed copy of the
453 standardized rental terms summary form published pursuant to
454 subsection (c) of this section.

455 (e) All payments made by a tenant pursuant to a rental agreement
456 shall be applied first toward the payment of rent, and then toward the
457 payment of any other fees or charges.

458 (f) Any landlord who violates the provisions of this section shall be
 459 liable to the tenant for a civil penalty in an amount equal to one month's
 460 rent, and the court may award reasonable attorney's fees and costs to
 461 the tenant.

462 Sec. 5. Subsection (a) of section 53a-214 of the general statutes is
 463 repealed and the following is substituted in lieu thereof (*Effective October*
 464 *1, 2025*):

465 (a) A landlord or lessor of a residential or nonresidential unit subject
 466 to the provisions of chapter 830 or 832, or an owner of such a unit, or the
 467 agent of such landlord, lessor or owner is guilty of criminal lockout
 468 when, without benefit of a court order, he or she deprives a tenant, as
 469 defined in [subsection (l) of] section 47a-1, as amended by this act, or a
 470 lessee of a nonresidential unit, of access to his or her residential or
 471 nonresidential unit or his or her possessions.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>July 1, 2026</i>	New section
Sec. 2	<i>July 1, 2026</i>	42-158ff
Sec. 3	<i>October 1, 2025</i>	47a-1
Sec. 4	<i>October 1, 2025</i>	New section
Sec. 5	<i>October 1, 2025</i>	53a-214(a)

GL *Joint Favorable*

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	None	172,328
State Comptroller - Fringe Benefits ¹	GF - Cost	None	70,155

Note: GF=General Fund

Municipal Impact: None

Explanation

The bill makes various advertising changes for businesses and landlords in the state resulting in the cost described below.

Sections 1 and 2 create two new unfair trade practice violations regarding total price disclosure and automatic renewals and continuous services resulting in a cost to the Department of Consumer Protection (DCP) and the Office of the State Comptroller. To enforce the new unfair trade practice violations, DCP will need to hire one special investigator and one staff attorney for a cost of \$172,328 in FY 27², along with a corresponding fringe benefit cost of \$70,155 in FY 27.

Sections 3 and 5 make technical and conforming changes and do not result in a fiscal impact to the state.

Section 4 requires the Department of Housing (DOH) to publish a

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.

²Costs begin in FY 27 due to these sections having a 7/1/26 effective date.

standardized rental terms summary form by January 1, 2026, which does not result in a fiscal impact as DOH has the capacity and expertise to meet this requirement.

The Out Years

The annualized ongoing fiscal impact identified above would continue into the future subject to employee wage increases.

OLR Bill Analysis**SB 1248*****AN ACT EXPANDING CONSUMER PROTECTIONS.*****SUMMARY**

This bill requires businesses advertising, displaying, or offering any consumer good or service to persons in the state to include all fees, charges, and costs. Along the same lines, the bill also generally requires a landlord advertising, displaying, or offering a dwelling unit for rent to include any fee, charge, or cost that the tenant is required to pay on a periodic basis.

The bill requires each business that enters into a consumer agreement that includes an automatic renewal or continuous services provision to (1) send consumers an annual reminder with certain information and (2) enable consumers to stop the renewal or services through a website, email, or telephone. It also requires businesses to answer their telephones during business hours and sets a procedure for how to respond to voicemails that consumers leave.

EFFECTIVE DATE: July 1, 2026, except the landlord provisions are effective October 1, 2025.

§ 1 — TOTAL PRICE DISCLOSURE***Total Price Disclosure Required***

The bill prohibits businesses that offer to sell, lease, or provide any consumer goods or services to any persons (e.g., individuals and entities) from advertising, displaying, or offering them for a price that does not include all fees, charges, and costs, excluding applicable taxes. It also prohibits businesses from requiring the persons to pay a fee, charge, or cost that is (1) not advertised, displayed, or offered to them as required by the bill, and (2) obscured, unclear, or misrepresented by the business.

Under the bill, a “consumer good or service” means any good or service that is purchased, leased, or rented primarily for personal, family, or household purposes. It includes (1) any event ticket, food, or beverage, and its delivery, and (2) the right to occupy any hotel room, motel room, short-term rental, or similar lodging that includes sleeping accommodations.

Exceptions

However, the bill does not prohibit a business from omitting any applicable federal, state, or local tax, or mandatory fee imposed by governmental or quasi-governmental entities, from the advertised, displayed, or offered price for a consumer good or service if it is disclosed to the person before they purchase, lease, or receive the good or service.

The bill also does not prohibit a business from imposing a mandatory gratuity or omitting it from any advertised, displayed, or offered price for a consumer good or service, as long as it and the way it is calculated are clearly and conspicuously disclosed to the person when pricing for the good or service is first advertised, displayed, or offered to the person.

Additionally, the bill does not prohibit businesses from imposing or omitting fees, charges, or other costs on the advertised, displayed, or offered price of consumer goods or services if the additional cost:

1. depends on a person’s selection or cannot feasibly be calculated in full when the price is first advertised, displayed, or offered, such as when there are costs for shipping or delivery or that vary based on a person’s location or the quantity of goods purchased, leased, or received;
2. is disclosed when the good or service is advertised, displayed, or offered to the person; and
3. is disclosed to the person before they purchase the good or service.

Similarly, the bill does not prohibit a business from charging up to \$1 to the person to confirm their identity or payment information if the charge is promptly refunded.

Lastly, these provisions do not apply to the following:

1. any transaction that is subject to the Connecticut Unfair Insurance Practices Act;
2. transactions or actions permitted under law as administered by a regulatory board or officer acting under statutory authority;
3. prohibited surcharges based on a specific payment method; and
4. any transaction unless it involves a person in Connecticut or the offer, sale, rent, lease, or distribution of a good or service in Connecticut.

Penalty

Under the bill, a violation of the total price disclosure requirement is an unfair or deceptive trade practice under the Connecticut Unfair Trade Practices Act (CUTPA, see BACKGROUND).

§§ 3-5 — RENTAL PRICES

The bill generally requires a landlord advertising, displaying, or offering a dwelling unit for rent to include any fee, charge, or cost that the tenant is required to pay on a periodic basis. It requires any fee, charge, or cost that the tenant must pay on a periodic basis to be prorated and included in the advertised, displayed, or offered rent. Any monthly default fee, charge, or cost to the tenant must be prorated and included in the advertised, displayed, or offered rent, regardless of if the tenant may opt out.

Exceptions

The bill allows a landlord to advertise, display, or offer a unit for rent without including the following fees and costs:

1. any payment processing fee that reflects the actual payment

processing, provided the landlord gives the tenant an alternative payment type without the payment processing fee;

2. any fee or deposit imposed for keeping a pet in the dwelling unit;
3. utility costs that (a) are submetered, or (b) the tenant pays directly to a utility company and that may vary from month to month;
4. a fee charged for damage to the dwelling unit that is not imposed for normal wear and tear; or
5. a separate fee charged for performing a service for the tenant, such as responding to a lockout or replacing a key.

Standardized Form

By January 1, 2026, the bill requires the Department of Housing (DOH) to publish, on its website, a standardized rental terms summary form. The form must clearly summarize the key terms of a rental agreement, including the rental agreement terms, the landlord's name, the point of contact for property management purposes, each tenant's name, and the total periodic rent with all applicable fees, charges, or costs required under the bill. The summary form must be published and provided in both English and Spanish.

On and after April 1, 2026, the bill prohibits landlords from providing a written rental agreement to any tenant unless its first page is a completed copy of the DOH standardized rental terms summary form.

Payment Order

Under the bill, all payments a tenant makes according to a rental agreement must be applied first toward rent, and then toward the payment of any other fees or charges.

Penalty

Under the bill, any landlord who violates these provisions is liable to the tenant for a civil penalty of one month's rent, and the court may award reasonable attorney's fees and costs to the tenant.

§ 2 — AUTOMATIC RENEWALS AND CONTINUOUS SERVICES

The bill requires each business that enters into a consumer agreement that includes an automatic renewal or continuous services provision to (1) send consumers an annual reminder with certain information; and (2) enable consumers to stop the renewal or services through a website, email, or telephone.

It also requires businesses that establish telephone lines for this purpose to answer their telephones during business hours and sets a procedure for how to respond to voicemails that consumers leave.

Definitions

By law and under the bill, a “consumer agreement” is a verbal, telephonic, written, or electronic agreement between a business and a consumer (1) in which the business agrees to provide consumer goods or services and (2) that is initially entered into or amended on or after October 1, 2023. “Consumer goods” and “consumer services” are any articles or services purchased, leased, exchanged, or received primarily for personal, family, or household purposes. A “consumer” is a Connecticut resident and prospective recipient of consumer goods or services. But the law specifies that “consumer agreements” do not include agreements:

1. concerning a service provided by a business or its affiliate where either is doing business under a (a) franchise issued by a political subdivision of the state, or (b) license, franchise, certificate, or other authorization issued by the Public Utilities Regulatory Authority (PURA);
2. concerning a service provided by a business or its affiliate where either the business or its affiliate is regulated by PURA, the Federal Communications Commission, or the Federal Energy Regulatory Commission;
3. with any entity regulated by the Insurance Department or an

affiliate of such an entity;

4. with any bank, out-of-state bank, bank holding company, Connecticut credit union, federal credit union, or out-of-state credit union, or any subsidiary of them; or
5. concerning any global or national service largely or predominately consisting of audiovisual content.

An “automatic renewal provision” is a consumer agreement provision that allows the business to renew the agreement without any action by the consumer. A “continuous services provision” is a consumer agreement provision that allows the business to continue providing service to the consumer until the consumer takes action to prevent or terminate it.

Annual Reminder

Beginning on July 1, 2026, the bill requires each business that enters into a consumer agreement that includes an automatic renewal or continuous services provision to send the consumer an annual reminder regarding these provisions.

Each business that must send an annual reminder must include in the reminder:

1. a statement identifying (a) the consumer goods or services that are subject to the automatic renewal or continuous services provision, and (b) how the consumer may prevent an automatic renewal or terminate the continuous consumer services; and
2. the frequency and amount of charges associated with the automatic renewal or continuous consumer services under the consumer agreement.

The reminder must be sent:

1. in the same manner as the automatic renewal or continuous services provision was activated, if the provision was activated

by any means other than an in-person transaction between the business and the consumer;

2. by the means in which the consumer is used to interacting with the business, if that means is email, mail, or telephone; or
3. by either email, mail, or telephone if the (a) automatic renewal or continuous services provision was activated as part of an in-person transaction between the business and the consumer, or (b) consumer is not used to interacting with the business by email, mail, or telephone.

Cancellations

The bill requires each business that enters into a consumer agreement that has an automatic renewal or continuous services provision to enable consumers to stop the renewal of services through:

1. a prominently displayed direct link or button that may be located in the consumer's account or profile, or device or user settings;
2. an email from the business that the consumer may immediately access and reply to without obtaining additional information; or
3. a telephone number that the consumer may keep and that is clearly and conspicuously displayed on the business's website.

Existing law already requires businesses that enter into an online consumer agreement to enable consumers to cancel through the first two options.

Telephone

If the business allows customers to stop renewal through a telephone number, the bill requires the business to promptly answer all calls made to the telephone number during normal business hours and not to obstruct or delay any consumer's ability to stop the renewal or services. If a consumer leaves a voicemail with the business requesting a stop to the consumer agreement, the business must, within one business day after the voicemail is left, either process the request or return the

consumer's telephone call regarding the consumer's intentions. If the voicemail includes enough information for the business to prevent or terminate the agreement, the business may return the consumer's telephone call but must effectuate such prevention or termination within one business day after the voicemail was left if the business is unable to reach the consumer.

If a consumer requests to prevent an automatic renewal or terminate a continuous consumer service through a telephone call, the business may present the consumer with a discounted offer, a retention benefit, or information on the effect of the request. The business must clearly and conspicuously inform the consumer, before presenting the offer, benefit, or information, that the consumer may complete the request at any time by stating his or her intention to "cancel" or by saying similar words to that effect. If the consumer states these words, then the business must promptly process the request.

The bill specifically prohibits businesses from taking any action to obstruct or delay a consumer's efforts to prevent an automatic renewal or terminate a continuous consumer service under a consumer agreement.

The bill references telephone numbers, rather than toll-free telephone numbers, as one way to enable a consumer to prevent automatic renewal or terminate continuous services.

Penalty

The bill makes a violation of the automatic renewal provisions a CUTPA violation and eliminates current law's prohibition on creating a private right of action.

BACKGROUND

CUTPA

By law, CUTPA prohibits businesses from engaging in unfair and deceptive acts or practices. It allows the Department of Consumer Protection commissioner, under specified procedures, to issue regulations defining an unfair trade practice, investigate complaints,

issue cease and desist orders, order restitution in cases involving less than \$10,000, impose civil penalties of up to \$5,000, enter into consent agreements, ask the attorney general to seek injunctive relief, and accept voluntary statements of compliance. It also allows individuals to sue. Courts may issue restraining orders; award actual and punitive damages, costs, and reasonable attorney's fees; and impose civil penalties of up to \$5,000 for willful violations and up to \$25,000 for a restraining order violation.

COMMITTEE ACTION

General Law Committee

Joint Favorable

Yea 15 Nay 7 (03/12/2025)