

General Assembly

Governor's Bill No. 1248

January Session, 2025

LCO No. 4374



Referred to Committee on GENERAL LAW

Introduced by:

Request of the Governor Pursuant to Joint Rule 9

AN ACT EXPANDING CONSUMER PROTECTIONS.

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

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

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

- (A) Advertise, display or otherwise offer such consumer good or service to any person at a price that excludes any fee, charge or cost that such person is required to pay in order to purchase, lease or otherwise receive such consumer good or service; or
- (B) Require any person to pay any fee, charge or cost to purchase, lease or otherwise receive such consumer good or service if such fee, charge or cost (i) is not advertised, displayed or otherwise offered to such person in compliance with subparagraph (A) of this subdivision, 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:
 - (A) Prohibit a business from omitting any applicable federal, state or local tax, or any mandatory fee imposed by any government, governmental subdivision, agency or instrumentality or any quasi-governmental instrumentality, from any advertised, displayed or otherwise offered price for a consumer good or service if such tax or fee is disclosed to the person before such person purchases, leases or otherwise receives the consumer good or service;
 - (B) Prohibit a business from imposing any mandatory gratuity, or omitting any mandatory gratuity from any advertised, displayed or otherwise offered price for a consumer good or service, if the existence of such mandatory gratuity and the manner in which such mandatory gratuity is calculated are clearly and conspicuously disclosed to the person when pricing for the consumer good or service is first advertised, displayed or otherwise offered to such person;
 - (C) Prohibit a business from imposing any fee, charge or cost for a consumer good or service, or omitting the amount of any fee, charge or cost from any advertised, displayed or otherwise offered price for a

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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;

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

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- 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 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
 - (H) Apply to any transaction unless such transaction involves (i) a person in this state, or (ii) the offer, sale, rent, lease or distribution of any consumer good or service in this state.
 - (c) Any violation of subdivision (1) of subsection (b) of this section shall be deemed an unfair or deceptive trade practice under subsection (a) of section 42-110b of the general statutes.

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- Sec. 2. Section 42-158ff of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2026*):
- 78 (a) For the purposes of this section:

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

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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

- (7) "Continuous services provision" means any provision that is included in a consumer agreement under which a business that is a party to such agreement may continue to provide consumer services to a consumer who is a party to such agreement until the consumer takes action to prevent or terminate such business's provision of such consumer services under such agreement.
- (b) (1) No business shall enter into, or offer to enter into, a consumer agreement with a consumer if such agreement includes an automatic renewal provision or a continuous services provision, unless:
- (A) Such business establishes and maintains [a toll-free telephone number,] an electronic mail address, [or] postal address [,] or the telephone number or online means required under subsection [(d)] (e) of this section, which the consumer may use to prevent automatic renewal or prevent or terminate continuous consumer services;
- (B) Where such consumer agreement contains an automatic renewal provision, such business discloses to the consumer, electronically, verbally, telephonically or in writing in the manner specified in subdivision (2) of this subsection and before such automatic renewal, (i) that the business will automatically renew such agreement until such consumer takes action to prevent such automatic renewal, (ii) a description of the actions such consumer is required to take to prevent any automatic renewal of such agreement and, if disclosed electronically, a link or other electronic means such consumer may use to take such actions as described in subsection [(d)] (e) of this section,

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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;

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

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

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

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

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

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

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(iii) Such business shall not be required to make the disclosure required under subparagraph (F)(i) or (F)(ii) of this subdivision if such business has not collected, or does not maintain, the consumer's electronic mail address or telephone number, as applicable, and is unable to make such disclosure to such consumer by other electronic means. For the purposes of subparagraphs (E) and (F) of this subdivision, "free gift" does not include a free promotional item or gift that a business gives to a consumer if such item or gift differs from the consumer goods or consumer services that are the subject of the 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:
- (A) If the consumer agreement is offered, or entered into, electronically or in writing, make such disclosure (i) in a manner that may be retained by the consumer, and (ii) in text that is (I) larger than the size of any surrounding text, or (II) the same size as the surrounding text but in a typeface, font or color that contrasts with such surrounding text or is set off from such surrounding text by symbols or other marks that draw the consumer's attention to such disclosure; or
 - (B) If the consumer agreement is offered, or entered into, verbally or telephonically, make such disclosure in a volume and cadence that is readily audible to, and understandable by, the consumer.
 - (c) No business that enters into, or offers to enter into, a consumer agreement that includes an automatic renewal provision or a continuous services provision shall charge the consumer's credit card, debit card or third-party payment account for any automatic renewal or continuous consumer services, regardless of whether such renewal or continuous consumer services are offered or provided at a promotional or discounted price, unless such business has obtained such consumer's affirmative consent to such renewal or continuous consumer services.
 - (d) (1) Beginning on July 1, 2026, each business that enters into a consumer agreement that includes an automatic renewal provision or a

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- 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 <u>required under subdivision (2) of this subsection, and such business</u>
- 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 <u>renewal provision or continuous services provision was activated by</u>
- 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 <u>interacting with such business, if such consumer is accustomed to</u>
- 250 <u>interacting with such business by electronic mail, mail or telephonic</u>
- 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
- consumer, or (ii) such consumer is not accustomed to interacting with
- such business by electronic mail, mail or telephonic means.
- 257 (2) Each business that is required to send an annual reminder to a
- 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.

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

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- (2) Each business that enters into a consumer agreement that includes an automatic renewal provision or a continuous services provision shall enable a consumer to prevent automatic renewal of, or prevent or terminate provision of continuous consumer services under, the 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]
- (B) An electronic mail message from the business to the consumer, which is immediately accessible by the consumer and to which the 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

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

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

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

- [(2)] (5) Notwithstanding the provisions of subdivision (1) of this subsection, a business may require a consumer who maintains an account with the business to enter the consumer's account information, or otherwise authenticate such consumer's identity, online before such consumer may take any action to prevent automatic renewal of, or prevent or terminate provision of continuous consumer services under, a consumer agreement pursuant to subdivision (1) of this subsection. No consumer who is unwilling or unable to enter the consumer's account information, or otherwise authenticate such consumer's identity, online under this subdivision shall be precluded from authenticating such consumer's identity, or taking action to prevent such automatic renewal or prevent or terminate provision of continuous consumer services, offline by any other method set forth in subparagraph (A) of subdivision (1) of subsection (b) of this section.
- [(e) Nothing in this section shall be construed to create a private right of action.]
- (f) Any violation of the provisions of this section shall constitute an unfair trade practice under subsection (a) of section 42-110b.
- Sec. 3. Section 47a-1 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2025*):
- As used in this chapter, sections 47a-21, 47a-23 to 47a-23c, inclusive, 47a-26a to 47a-26g, inclusive, 47a-35 to 47a-35b, inclusive, 47a-41a, 47a-362 43 [,] and 47a-46 and section 4 of this act:
- [(a)] (1) "Action" includes recoupment, counterclaim, set-off, cause of action and any other proceeding in which rights are determined, including an action for possession.

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- [(b)] (2) "Building and housing codes" include any law, ordinance or governmental regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.
- [(c)] (3) "Dwelling unit" means any house or building, or portion thereof, which is occupied, is designed to be occupied, or is rented, leased or hired out to be occupied, as a home or residence of one or more persons.
- [(d)] (4) "Landlord" means the owner, lessor or sublessor of the dwelling unit, the building of which it is a part or the premises.
- [(e)] (5) "Owner" means one or more persons, jointly or severally, in whom is vested [(1)] (A) all or part of the legal title to property, or [(2)] (B) all or part of the beneficial ownership and a right to present use and enjoyment of the premises and includes a mortgagee in possession.
- [(f)] (6) "Person" means an individual, corporation, limited liability company, the state or any political subdivision thereof, or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

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- [(g)] (7) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant.
- [(h)] (8) "Rent" means all periodic payments to be made to the landlord under the rental agreement.
- [(i)] (9) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under section 47a-9 or subsection (d) of section 21-70 embodying the terms and conditions concerning the use and occupancy of a dwelling unit or premises.
- [(j)] (10) "Roomer" means a person occupying a dwelling unit, which

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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

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428 advertised, displayed or offered rent:

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- (1) Any payment processing fee that reflects the actual cost of processing a payment, provided the landlord makes available to the tenant an alternative form of payment that does not require payment of any such payment processing fee;
 - (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
- (5) A separate fee charged for performing a service for the tenant, 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.
 - (d) On and after April 1, 2026, no landlord shall provide a written rental agreement to any tenant unless such rental agreement includes, as the first page of such rental agreement, a completed copy of the standardized rental terms summary form published pursuant to subsection (c) of this section.
 - (e) All payments made by a tenant pursuant to a rental agreement shall be applied first toward the payment of rent, and then toward the payment of any other fees or charges.

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

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

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

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

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