

General Assembly

Amendment

January Session, 2025

LCO No. **8599**



Offered by:

SEN. LOONEY, 11th Dist.

SEN. DUFF, 25th Dist.

SEN. MARONEY, 14th Dist.

REP. LEMAR, 96th Dist.

To: Subst. Senate Bill No. 3

File No. 570

Cal. No. 313

"AN ACT CONCERNING CONSUMER PROTECTION AND SAFETY."

- 1 Strike everything after the enacting clause and substitute the
- 2 following in lieu thereof:
- 3 "Section 1. (NEW) (Effective July 1, 2026) (a) For the purposes of this
- 4 section:
- 5 (1) "Business" has the same meaning as provided in section 42-158ff
- 6 of the general statutes, as amended by this act; and
- 7 (2) "Person" has the same meaning as provided in section 1-79 of the
- 8 general statutes.
- 9 (b) (1) Except as provided in subdivision (2) of this subsection, no
- 10 business that offers to sell, lease or otherwise provide any good or
- 11 service shall:

(A) Advertise, display or otherwise offer such 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 good or service; or

- (B) Require any person to pay any fee, charge or cost to purchase, lease or otherwise receive such good or service if such fee, charge or cost (i) is not advertised, displayed or otherwise offered in compliance with the provisions of subparagraph (A) of this subdivision, or (ii) is intentionally obscured, unclear or misrepresented by such business.
- 21 (2) The provisions of subdivision (1) of this subsection shall not be 22 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 quasi-governmental instrumentality, from any advertised, displayed or otherwise offered price for a good or service if such tax or fee is disclosed to the person before such person purchases, leases or otherwise receives the good or service;
 - (B) Prohibit a business from imposing any mandatory gratuity, or omitting any mandatory gratuity from any advertised or displayed price for a 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 before the person selects the good or service for purchase, leasing or receipt;
 - (C) Prohibit a business from imposing any fee, charge or cost for a good or service, or omitting the amount of any fee, charge or cost from any advertised or displayed price for a good or service, if (i) the amount of such fee, charge or cost is (I) dependent on the person's selections or cannot feasibly be calculated in full when the price for such good or service is first advertised or displayed, including, but not limited to, any fee, charge or cost imposed for shipping or delivery or that varies

according to such person's location or the quantity or number of goods

- 44 purchased, leased or otherwise received by such person, or (II) charged
- 45 to the person for the purpose of confirming such person's identity or
- 46 payment information, in an amount that does not exceed one dollar and
- is promptly refunded to the person, (ii) the existence of such fee, charge
- 48 or cost is disclosed when the good or service is advertised or displayed
- 49 to the person, and (iii) the amount of such fee, charge or cost is disclosed
- 50 to the person before such person purchases, leases or otherwise receives
- 51 such good or service;
- 52 (D) Apply to any transaction that is subject to the provisions of 53 chapter 704 of the general statutes;
- 54 (E) Apply to any transaction, action or act that qualifies for an exception set forth in section 42-110c of the general statutes;
- 56 (F) Apply to, or permit, any surcharge prohibited under section 42-57 133ff of the general statutes; or
- (G) Apply to any transaction unless such transaction involves (i) a person residing in this state, or (ii) the offer, sale, rental, lease or distribution of any good or service in this state.
- 61 (c) Any violation of subdivision (1) of subsection (b) of this section 62 shall be deemed an unfair or deceptive trade practice under subsection 63 (a) of section 42-110b of the general statutes.
- Sec. 2. (NEW) (*Effective July 1, 2026*) (a) For the purposes of this section:
- (1) "Connected device" means an Internet-connected home appliance,television or toy that includes a camera or microphone;
- 68 (2) "Connected device manufacturer" means a person doing business 69 in this state who manufactures a connected device;
- 70 (3) "Initial consumer" means an individual who is (A) a resident of 71 this state, and (B) with respect to any connected device, the first

individual to lease, purchase or assume ownership of such connected device:

- 74 (4) "Person" means an individual, association, corporation, limited 75 liability company, partnership, trust or other legal entity;
- 76 (5) "Personally identifying information" has the same meaning as 77 provided in section 42-284 of the general statutes;
- 78 (6) "Provider" means (A) a connected device manufacturer, and (B) 79 any person who (i) enters into a contract with a connected device 80 manufacturer, and (ii) receives access to (I) any camera or microphone 81 included in a connected device manufactured by the connected device 82 manufacturer, (II) any image or video collected, recorded, stored, 83 analyzed, interpreted or transmitted by way of any camera included in 84 any connected device manufactured by the connected device 85 manufacturer, or (III) any spoken word or other sound collected, 86 recorded, stored, analyzed, interpreted or transmitted by way of any 87 microphone included in any connected device manufactured by the 88 connected device manufacturer; and
- 89 (7) "Toy" means a product that a manufacturer designs, or intends to 90 be used, for amusement or play.
- 91 (b) No provider shall allow any person to activate any connected 92 device unless the provider:
- (1) Prominently displays to the initial consumer or any person whom the initial consumer designates to first install or set up the connected device, at the time that such initial consumer or person first installs or sets up such connected device:
- 97 (A) A disclaimer in the following form:
- 98 "This device transmits audio and/or video back to the manufacturer 99 and/or a third party and which may be recorded."; and
- 100 (B) A statement disclosing (i) that such connected device includes a

101

102

103104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

camera or microphone, (ii) that the camera or microphone included in such connected device will be enabled or turned on, (iii) that such connected device might record such initial consumer, (iv) that the connected device manufacturer of such connected device or another provider might retain recordings of such initial consumer, (v) which command or action will activate or enable operation of the camera or microphone included in such connected device, (vi) the categories of images, videos or sounds that (I) the camera or microphone included in such connected device will look for, listen for or record, or (II) might be disclosed to any person other than such initial consumer, (vii) the categories of persons described in subparagraph (B)(vi)(II) of this subdivision, and (viii) that such initial consumer shall not be discriminated against if such initial consumer or person declines to activate a camera or microphone included in the connected device unless (I) such connected device is provided to such initial consumer as a condition of employment, or (II) declining to activate such camera or microphone would render such connected device useless; and

- (2) Provides to the initial consumer or any person whom the initial consumer designates to first install or set up the connected device, at the time that such initial consumer or person first installs or sets up such connected device, the ability to decline to activate a camera or microphone included in the connected device, unless declining to activate the camera or microphone would render such connected device useless.
- (c) Each provider shall implement and maintain reasonable security measures to protect any personally identifying information collected through a camera or microphone included in a connected device from any unauthorized access, acquisition, destruction, disclosure, modification or use thereof.
- (d) No provider shall use or sell any recording collected through operation of a camera or microphone included in a connected device for the purposes of targeted advertising, as defined in section 42-515 of the general statutes, unless the initial consumer opts in to such use or sale

- for such purposes.
- (e) No person shall compel any provider to build specific features for
- the purpose of allowing a law enforcement agency or officer to monitor
- 137 communications through a camera or microphone included in a
- 138 connected device.
- (f) Nothing in this section shall be construed to:
- 140 (1) Impose any liability on a provider for any functionality provided
- by an application that an initial consumer (A) downloads and installs,
- or (B) chooses to use on a network of remote servers hosted on the
- 143 Internet to store, manage and process data;
- 144 (2) Authorize disclosure of any recording retained by a provider to
- another person, including, but not limited to, a law enforcement agency
- or officer, unless such disclosure is authorized by other applicable law
- or pursuant to an order issued by a court of competent jurisdiction; or
- 148 (3) Modify, limit or supersede the operation of any other provision of
- the general statutes concerning privacy or security.
- 150 (g) Any violation of subsections (b) to (d), inclusive, of this section
- shall be deemed an unfair or deceptive trade practice under subsection
- 152 (a) of section 42-110b of the general statutes.
- 153 Sec. 3. (NEW) (Effective July 1, 2026) (a) For the purposes of this
- section, unless the context otherwise requires:
- (1) "Antenna" includes, but is not limited to, any resonant device that
- 156 is designed especially for the purpose of capturing electromagnetic
- energy transmitted by direct satellite or commercial radio or television
- 158 broadcasting facilities;
- 159 (2) "Authorized repair provider" (A) means a person who (i) is
- unaffiliated with a manufacturer, and (ii) has an arrangement with a
- manufacturer (I) under which the manufacturer grants to the person a
- license to use a trade name, service mark or other proprietary identifier

to offer diagnostic, maintenance or repair services for electronic or appliance products under the manufacturer's name, or (II) to offer diagnostic, maintenance or repair services for electronic or appliance products on behalf of the manufacturer, and (B) includes a manufacturer, with respect to any of such manufacturer's electronic or appliance products, if the manufacturer (i) offers diagnostic, maintenance or repair services for such product, and (ii) does not have an arrangement with an unaffiliated person to diagnose, maintain or repair such product;

- (3) "Documentation" means any electronic or appliance product diagram, manual, reporting output, schematic, service code description or similar information that a manufacturer provides to an authorized repair provider or, if the manufacturer does not have an authorized repair provider, the manufacturer uses for the purpose of diagnosing, maintaining or repairing an electronic or appliance product;
- (4) "Electronic or appliance product" or "product" (A) means any antenna, electronic set, major home appliance or rotator (i) that is manufactured for the first time, and first sold or used in this state, on or after July 1, 2026, and (ii) for which the manufacturer makes documentation, parts and tools available to an authorized repair provider, (B) includes any item set forth in subparagraph (A) of this subdivision that is sold through any method other than a direct retail sale, and (C) does not include any (i) alarm system, as defined in section 29-6c of the general statutes, (ii) motor vehicle, as defined in section 13b-387 of the general statutes, or any component used to maintain, manufacture or repair any motor vehicle, or (iii) video game console;
- (5) "Electronic set" includes, but is not limited to, any audio or video recorder or playback equipment, computer system, facsimile machine, photocopier, radio, television, video camera or video monitor that is normally used or sold for personal, family, household or home office use;
- 194 (6) "Fair and reasonable terms" means terms that satisfy the

requirements established in subdivision (3) of subsection (b) of this section;

- 197 (7) "Manufacturer" means the person who manufactures an electronic 198 or appliance product;
- 199 (8) "Major home appliance" includes, but is not limited to, any 200 dishwasher, dryer, freezer, microwave oven, range, refrigerator, room 201 air conditioner, trash compactor or washer that is normally used or sold 202 for personal, family, household or home office use;
- 203 (9) "Part" means any replacement component or assembly of 204 components, either new or used, that the manufacturer of an electronic 205 or appliance product makes available to an authorized repair provider 206 to facilitate the maintenance or repair of such product;
- 207 (10) "Person" means an individual, association, corporation, limited 208 liability company, partnership, trust or other legal entity;
- 209 (11) "Rotator" includes, but is not limited to, an electromechanical 210 device, used in connection with an antenna installation or repair, that is 211 operated from a remote location to rotate an antenna on a horizontal 212 plane;
 - (12) "Service dealer" means any person who (A) is not an authorized repair provider or manufacturer, and (B) for compensation, engages in the business of, or holds such person out to the public as engaging in the business of, installing, maintaining, repairing or servicing any electronic or appliance product;
 - (13) "Tool" (A) means any hardware implement, software program or other apparatus that the manufacturer of an electronic or appliance product makes available to an authorized repair provider for the diagnosis, maintenance or repair of such product, and (B) includes, but is not limited to, (i) any software or other mechanism that provisions, programs, pairs a part, provides or calibrates functionality or performs any other function necessary to repair an electronic or appliance

213

214

215

216

217

218

219

220

221

222

223

product, or a part thereof, and return such product or part to its fully

- functional condition, and (ii) any update to any software or mechanism
- described in subparagraph (B)(i) of this subdivision;
- 228 (14) "Trade secret" has the same meaning as provided in section 35-
- 229 51 of the general statutes; and
- 230 (15) "Video game console" (A) means any computing device, 231 including, but not limited to, any console machine, handheld console
- device or similar device or system, that is primarily used by consumers
- 233 to play video games, (B) includes, but is not limited to, the components
- and peripherals of any computing device described in subparagraph (A)
- of this subdivision, and (C) does not include any (i) general or all-
- 236 purpose computing device, (ii) desktop, laptop or tablet computer, or
- 237 (iii) hand-held mobile telephone, as defined in section 14-296aa of the
- 238 general statutes.
- (b) (1) The manufacturer of an electronic or appliance product shall
- 240 make available, on fair and reasonable terms, to the owners of such
- 241 product, service and repair facilities and service dealers documentation
- and functional parts and tools, inclusive of any updates thereto, that are
- 243 sufficient to affect the diagnosis, maintenance or repair of such product:
- 244 (A) For at least three years after the last date on which such
- manufacturer manufactured an electronic or appliance product of the same model or type if such product has a wholesale price to a retailer,
- same model of type if such product has a wholesale price to a retailer
- or to any other person in any sale other than a direct retail sale, of at
- least fifty dollars but less than one hundred dollars, which wholesale
- 249 price shall not exceed the manufacturer's suggested retail price for such
- 250 electronic or appliance product; or
- 251 (B) For at least five years after the last date on which such
- 252 manufacturer manufactured an electronic or appliance product of the
- same model or type if such product has a wholesale price to a retailer,
- or to any person in any sale other than a direct retail sale, of at least one
- 255 hundred dollars, which wholesale price shall not exceed the

256 manufacturer's suggested retail price for such electronic or appliance 257 product.

- (2) The time periods set forth in subparagraphs (A) and (B) of subdivision (1) of this subsection shall apply regardless of whether such time periods exceed the term of any warranty period for the electronic or appliance product.
- (3) (A) For the purposes of subdivision (1) of this subsection and except as provided in subparagraph (B) of this subdivision, the manufacturer of an electronic or appliance product shall be deemed to have made documentation, functional parts and tools available on fair and reasonable terms if:
- (i) Such manufacturer makes such documentation, parts and tools available at costs and on terms that are equivalent to the most favorable costs and terms under which such manufacturer offers such documentation, parts and tools to authorized repair providers, accounting for any discount, rebate, convenient and timely means of delivery, means of enabling fully restored and updated functionality, rights of use or other incentive or preference such manufacturer offers to authorized repair providers;
 - (ii) For documentation, such manufacturer makes such documentation, including any relevant updates thereto, available at no charge, except such manufacturer may impose a charge for the reasonable actual costs incurred by such manufacturer in preparing and sending a physical printed version of such documentation to an owner, service and repair facility or service dealer if the owner, service and repair facility or service dealer requests a physical printed version of such documentation; and
 - (iii) For tools, such manufacturer makes such tools available at no charge and without imposing any impediment to access or use such tools to diagnose, maintain or repair and enable full functionality of such product, or in a manner that does not impair the efficient and cost-

effective performance of any such diagnosis, maintenance or repair, except such manufacturer may impose a charge for the reasonable actual costs incurred by such manufacturer in preparing and sending such tools to an owner, service and repair facility or service dealer in physical form if the owner, service and repair facility or service dealer requests such tools in physical form.

- (B) If a manufacturer does not use an authorized repair provider, the manufacturer of an electronic or appliance product shall be deemed to have made documentation, functional parts and tools available on fair and reasonable terms if such manufacturer makes such documentation, parts and tools available at a price that reflects the actual costs incurred by such manufacturer in preparing and delivering such documentation, parts and tools, excluding any research and development costs.
- (c) If a service dealer or service and repair facility is not an authorized repair provider for an electronic or appliance product, the service dealer or service and repair facility shall, before repairing any such product, provide to the customer who requests such repair a written notice disclosing:
- (1) That such service dealer or service and repair facility is not an authorized repair provider for such product; and
- (2) Whether such service dealer or service and repair facility uses any (A) used replacement parts, or (B) replacement parts provided by a supplier other than the manufacturer of such product.
- (d) (1) Except as provided in subdivision (2) of this subsection, no manufacturer or authorized repair provider shall be liable for any damage or injury caused to any electronic or appliance product, person or property that occurs as a result of any diagnosis, maintenance, modification or repair performed by an owner or a service dealer, including, but not limited to:
- (A) Any indirect, incidental, special or consequential damages;

- 317 (B) Any loss of data, privacy or profits; or
- 318 (C) Any inability to use, or reduced functionality of, such product.
- 319 (2) The provisions of subdivision (1) of this subsection shall not apply 320 to any design defect or manufacturing flaw that existed prior to, or 321 independent of, any diagnosis, maintenance, modification or repair 322 described in said subdivision.
- 323 (e) No provision of this section shall be construed to:
 - (1) Require the manufacturer of an electronic or appliance product to (A) disclose any trade secret, or license any intellectual property, including, but not limited to, any copyright or patent, unless such disclosure or license is necessary for such manufacturer to comply with the provisions of this section, (B) make available any special documentation, tools or parts that would disable or override antitheft security measures set by the owner of any such product without such owner's authorization, or (C) sell any part if such manufacturer no longer (i) provides such part, or (ii) makes such part available to authorized repair providers;
 - (2) Require any manufacturer of an electronic or appliance product that is an authorized repair provider within the meaning of subparagraph (B) of subdivision (2) of subsection (a) of this section to make available any documentation or tools that (A) such manufacturer exclusively uses to perform, at no cost to customers, remote diagnostic services, including, but not limited to, remote diagnostic services performed by way of the Internet, electronic mail or any chat function or telephonic means, that do not require such manufacturer to physically handle a customer's electronic or appliance product, unless such manufacturer also makes such documentation or tools available to any person who is unaffiliated with such manufacturer, or (B) are exclusively used by machines that simultaneously repair several electronic or appliance products, provided such manufacturer makes available to the owners of such product, service and repair facilities and

service dealers sufficient alternative documentation and tools to diagnose, maintain or repair such product;

- (3) Require distribution of the source code for an electronic or appliance product; or
- 352 (4) Apply to (A) the manufacturer of an electronic or appliance 353 product if such manufacturer provides to a customer, at no charge to the 354 customer, a replacement electronic or appliance product that is readily 355 available and equivalent to, or better than, the replaced electronic or 356 appliance product, (B) any dealer, distributor, importer or manufacturer 357 of any equipment designed and manufactured exclusively for off-road 358 or nonroad use, including, but not limited to, any (i) all-terrain sports 359 vehicle, (ii) construction or compact construction equipment, (iii) 360 electric vehicle charging infrastructure equipment, (iv) farm or utility 361 tractor, (v) farm implement, (vi) farm machinery, (vii) forestry 362 equipment, (viii) fuel cell, (ix) garden, turf or yard equipment, (x) 363 generator set, (xi) industrial equipment, (xii) integrated, stand-alone, 364 mobile or stationary internal combustion engine, (xiii) marine vehicle, 365 (xiv) mining equipment, (xv) outdoor power equipment, (xvi) portable 366 generator, (xvii) power tool, (xviii) racing vehicle, (xix) recreational 367 vehicle, as defined in section 14-1 of the general statutes, (xx) road 368 building equipment, or (xxi) utility equipment, or (C) any accessory, 369 attachment, component, repair part, technology or tool for any 370 equipment described in subparagraph (B) of this subdivision.
 - (f) A violation of subsections (b) to (e), inclusive, of this section shall be deemed an unfair trade practice under subsection (a) of section 42-110b of the general statutes and shall be enforced solely by the Attorney General. The provisions of section 42-110g of the general statutes shall not apply to any such violation.
- Sec. 4. (NEW) (*Effective from passage*) Notwithstanding the provisions of any municipal charter, special act or home rule ordinance, not later than July 1, 2027, each municipality shall (1) register a ".gov" Internet top-level domain for such municipality with the Cybersecurity and

350

351

371

372

373

374

Infrastructure Security Agency within the United States Department of Homeland Security, and (2) redirect any existing Internet web site addresses maintained by such municipality to such domain or discontinue the use of such addresses. On and after July 1, 2027, each municipality shall maintain an Internet web site with a ".gov" Internet top-level domain. For the purposes of this section, "municipality" has the same meaning as provided in section 7-479a of the general statutes.

- Sec. 5. Section 42-230 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2025*):
 - (a) As used in this section:

389

395

396 397

398

399

400

401

402

405

406 407

408

409

- 390 (1) "Precipitating event" means (A) a civil preparedness emergency 391 declaration issued by the Governor pursuant to chapter 517, (B) a 392 transportation emergency declaration issued by the Governor pursuant 393 to section 3-6b, or (C) a major disaster or emergency declaration issued 394 by the President of the United States;
 - (2) "Unconscionably excessive price" means an increased price at which a vendor leases, rents or sells an item during a precipitating event if (A) the increased price is grossly disproportionate to the price at which the vendor leased, rented or sold such item (i) immediately before the precipitating event, or (ii) before the precipitating event was reasonably anticipated, and (B) the increased price is not attributable to additional costs incurred by the vendor in leasing, renting or selling the item during the precipitating event; and
- 403 (3) "Vendor" means a person, corporation or firm, including, but not limited to, a distributor, manufacturer, retailer, supplier or wholesaler.
 - (b) No [person, firm or corporation shall increase the price of any item which such person, firm or corporation sells or offers for sale at retail] vendor shall lease, rent or sell, or offer to lease, rent or sell, any item in the chain of distribution at an unconscionably excessive price at any location in an area which is the subject of any [disaster emergency declaration issued by the Governor pursuant to chapter 517, any

411 transportation emergency declaration issued by the Governor pursuant

- 412 to section 3-6b or any major disaster or emergency declaration issued by
- 413 the President of the United States, until the period of emergency or
- disaster is declared by the Governor or the President] precipitating
- 415 <u>event until the Governor or the President, as applicable, declares such</u>
- 416 <u>precipitating event</u> to be at an end. [Nothing in this section shall prohibit
- 417 the fluctuation in the price of items sold at retail which occurs during
- 418 the normal course of business. Any person, firm or corporation which
- violates any provision of this section shall be fined not more than ninety-
- 420 nine dollars.]
- 421 (c) Any violation of the provisions of this section shall be deemed an
- 422 unfair or deceptive trade practice under subsection (a) of section 42-
- 423 110b. The Attorney General shall have (1) exclusive authority to enforce
- 424 the provisions of this section on behalf of the state, and (2) for the
- purposes of this section, the authority to (A) order an investigation or
- 426 examination pursuant to section 42-110d, or (B) take such other
- 427 <u>enforcement action under sections 42-110e to 42-110q, inclusive, as the</u>
- 428 Attorney General deems necessary.
- Sec. 6. Subsection (b) of section 51-164n of the general statutes is
- 430 repealed and the following is substituted in lieu thereof (Effective July 1,
- 431 2025):
- 432 (b) Notwithstanding any provision of the general statutes, any person
- 433 who is alleged to have committed (1) a violation under the provisions of
- 434 section 1-9, 1-10, 1-11, 2-71h, 4b-13, 7-13, 7-14, 7-35 or 7-41, subsection (c)
- 435 of section 7-66, section 7-83, 7-147h, 7-148, 7-283, 7-325, 7-393, 8-12, 8-25,
- 436 8-27, 9-63, 9-322, 9-350, 10-185, 10-193, 10-197, 10-198, 10-230, 10-251, 10-
- 437 254, 10a-35, 12-52, 12-54, 12-129b or 12-170aa, subdivision (3) of
- 438 subsection (e) of section 12-286, section 12-286a, 12-292, 12-314b or 12-
- 439 326g, subdivision (4) of section 12-408, subdivision (3), (5) or (6) of
- 440 section 12-411, section 12-435c, 12-476a, 12-476b, 12-476c, 12-487,13a-
- 441 26b, 13a-71, 13a-107, 13a-113, 13a-114, 13a-115, 13a-117b, 13a-123, 13a-
- 442 124, 13a-139, 13a-140, 13a-143b, 13a-253, 13a-263 or 13b-39f, subsection
- 443 (f) of section 13b-42, section 13b-90 or 13b-100, subsection (a) of section

444 13b-108, section 13b-221 or 13b-292, subsection (a) or (b) of section 13b-445 324, section 13b-336, 13b-337, 13b-338, 13b-410a, 13b-410b or 13b-410c, 446 subsection (a), (b) or (c) of section 13b-412, section 13b-414 or 14-4, 447 subdivision (2) of subsection (a) of section 14-12, subsection (d) of 448 section 14-12, subsection (f) of section 14-12a, subsection (a) of section 449 14-15a, section 14-16c, 14-20a or 14-27a, subsection (f) of section 14-34a, 450 subsection (d) of section 14-35, section 14-43, 14-44j, 14-49, 14-50a, 14-58 451 or 14-62a, subsection (b) of section 14-66, section 14-66a or 14-67a, 452 subsection (g) of section 14-80, subsection (f) or (i) of section 14-80h, 453 section 14-97a or 14-98, subsection (a), (b) or (d) of section 14-100a, 454 section 14-100b, 14-103a, 14-106a, 14-106c, 14-145a, 14-146, 14-152, 14-455 153, 14-161 or 14-163b, subsection (f) of section 14-164i, section 14-213b 456 or 14-219, subdivision (1) of section 14-223a, subsection (d) of section 14-457 224, section 14-240, 14-250, 14-253a, 14-261a, 14-262, 14-264, 14-266, 14-458 267a, 14-269, 14-270, 14-272b, 14-274, 14-275 or 14-275a, subsection (c) of 459 section 14-275c, section 14-276, subsection (a) or (b) of section 14-277, 460 section 14-278, 14-279 or 14-280, subsection (b), (e) or (h) of section 14-461 283, section 14-283d, 14-283e, 14-283f, 14-283g, 14-291, 14-293b, 14-296aa, 462 14-298a, 14-300, 14-300d, 14-300f, 14-319, 14-320, 14-321, 14-325a, 14-326, 14-330 or 14-332a, subdivision (1), (2) or (3) of section 14-386a, section 463 15-15e, 15-25 or 15-33, subdivision (1) of section 15-97, subsection (a) of 464 465 section 15-115, section 16-15, 16-16, 16-44, 16-256e, 16-278 or 16a-15, 466 subsection (a) of section 16a-21, section 16a-22, subsection (a) or (b) of 467 section 16a-22h, section 16a-106, 17a-24, 17a-145, 17a-149 or 17a-152, 468 subsection (b) of section 17a-227, section 17a-465, subsection (c) of 469 section 17a-488, section 17b-124, 17b-131, 17b-137, 19a-33, 19a-39 or 19a-470 87, subsection (b) of section 19a-87a, section 19a-91, 19a-102a, 19a-102b, 471 19a-105, 19a-107, 19a-113, 19a-215, 19a-216a, 19a-219, 19a-222, 19a-224, 19a-286, 19a-287, 19a-297, 19a-301, 19a-309, 19a-335, 19a-336, 19a-338, 472 473 19a-339, 19a-340, 19a-425, 19a-442, 19a-502, 19a-565, 20-7a, 20-14, 20-474 153a, 20-158, 20-231, 20-233, 20-249, 20-257, 20-265, 20-324e, 20-329c or 475 20-329g, subsection (b) of section 20-334, section 20-341l, 20-366, 20-482, 476 20-597, 20-608, 20-610, 20-623, 21-1, 21-38, 21-39, 21-43, 21-47, 21-48 or 477 21-63, subsection (d) of section 21-71, section 21-76a or 21-100, 478 subsection (c) of section 21a-2, subdivision (1) of section 21a-19, section

479 21a-20 or 21a-21, subdivision (1) of subsection (b) of section 21a-25, section 21a-26, subsection (a) of section 21a-37, section 21a-46, 21a-61, 480 21a-63, 21a-70b or 21a-77, subsection (b) or (c) of section 21a-79, section 481 21a-85 or 21a-154, subdivision (1) of subsection (a) of section 21a-159, 482 section 21a-278b, subsection (c), (d) or (e) of section 21a-279a, section 483 484 21a-415a, 21a-421eee, 21a-421fff or 21a-421hhh, subsection (a) of section 485 21a-430, section 22-12b, 22-13, 22-14, 22-15, 22-16, 22-26g, 22-30, 22-34, 486 22-35, 22-36, 22-38, 22-39, 22-39f, 22-49, 22-54, 22-61j or 22-61l, 487 subdivision (1) of subsection (n) of section 22-61l, subsection (f) of 488 section 22-61m, subdivision (1) of subsection (f) of section 22-61m, 489 section 22-84, 22-89, 22-90, 22-96, 22-98, 22-99, 22-100 or 22-1110, 490 subsection (d) of section 22-118l, section 22-167, subsection (c) of section 491 22-277, section 22-278, 22-279, 22-280a, 22-318a, 22-320h, 22-324a or 22-492 326, subsection (b), subdivision (1) or (2) of subsection (e) or subsection (g) of section 22-344, subsection (a) or (b) of section 22-344b, subsection 493 494 (d) of section 22-344d, section 22-344f, 22-350a, 22-354, 22-359, 22-366, 495 22-391, 22-413, 22-414, 22-415, 22-415c, 22a-66a or 22a-246, subsection (a) 496 of section 22a-250, section 22a-256g, subsection (e) of section 22a-256h, 497 section 22a-363 or 22a-381d, subsections (c) and (d) of section 22a-381e, 498 section 22a-449, 22a-450, 22a-461, 23-4b, 23-38, 23-45, 23-46 or 23-61b, 499 subsection (a) or subdivision (1) of subsection (c) of section 23-65, section 500 25-37 or 25-40, subsection (a) of section 25-43, section 25-43d, 25-135, 26-501 18, 26-19, 26-21, 26-31, 26-40, 26-40a, 26-42, 26-43, 26-49, 26-54, 26-55, 26-502 56, 26-58 or 26-59, subdivision (1) of subsection (d) of section 26-61, 503 section 26-64, subdivision (1) of section 26-76, section 26-79, 26-87, 26-89, 504 26-91, 26-94, 26-97, 26-98, 26-104, 26-105, 26-107, 26-114a, 26-117, 505 subsection (b) of section 26-127, 26-128, 26-128a, 26-131, 26-132, 26-138, 506 26-139 or 26-141, subdivision (1) of section 26-186, section 26-207, 26-215, 26-217 or 26-224a, subdivision (1) of section 26-226, section 26-227, 26-507 508 230, 26-231, 26-232, 26-244, 26-257a, 26-260, 26-276, 26-280, 26-284, 26-285, 26-286, 26-287, 26-288, 26-290, 26-291a, 26-292, 26-294, 27-107, 28-13, 509 510 29-6a, 29-16, 29-17, 29-25, 29-1430, 29-143z or 29-156a, subsection (b), (d), 511 (e), (g) or (h) of section 29-161q, section 29-161y or 29-161z, subdivision 512 (1) of section 29-198, section 29-210, 29-243 or 29-277, subsection (c) of 513 section 29-291c, section 29-316 or 29-318, subsection (b) of section 29-

514 335a, section 29-381, 30-19f, 30-48a or 30-86a, subsection (b) of section 515 30-89, subsection (c) or (d) of section 30-117, section 31-3, 31-10, 31-11, 516 31-12, 31-13, 31-14, 31-15, 31-16, 31-18, 31-23, 31-24, 31-25, 31-32, 31-36, 517 31-47 or 31-48, subsection (b) of section 31-48b, section 31-51, 31-51g, 31-518 52, 31-52a, 31-53 or 31-54, subsection (a) or (c) of section 31-69, section 519 31-70, 31-74, 31-75, 31-76, 31-76a, 31-89b or 31-134, subsection (i) of 520 section 31-273, section 31-288, 31-348, 33-624, 33-1017, 34-13d or 34-412, 521 subdivision (1) of section 35-20, subsection (a) of section 36a-57, 522 subsection (b) of section 36a-665, section 36a-699, 36a-739, 36a-787, 38a-523 2 or 38a-140, subsection (a) or (b) of section 38a-278, section 38a-479qq, 524 38a-479rr, 38a-506, 38a-548, 38a-626, 38a-680, 38a-713, 38a-733, 38a-764, 525 38a-786, 38a-828, 38a-829, 38a-885, 42-133hh, [42-230,] 42-470 or 42-480, 526 subsection (a) or (c) of section 43-16q, section 45a-283, 45a-450, 45a-634 527 or 45a-658, subdivision (13) or (14) of section 46a-54, section 46a-59, 46a-528 81b, 46b-22, 46b-24, 46b-34, 46b-38d, 47-34a, 47-47 or 47-53, subsection 529 (i) of section 47a-21, subdivision (1) of subsection (k) of section 47a-21, 530 section 49-2a, 49-8a, 49-16, 52-143 or 52-289, subsection (i) of section 52-531 362, section 53-133, 53-199, 53-212a, 53-249a, 53-252, 53-264, 53-280, 53-532 290a, 53-302a, 53-303e, 53-311a, 53-314, 53-321, 53-322, 53-323 or 53-331, 533 subsection (b) of section 53-343a, section 53-344, subsection (b) or (c) of 534 section 53-344b, subsection (b) of section 53-345a, section 53-377, 53-422 or 53-450 or subsection (i) of section 54-36a, or (2) a violation under the 535 536 provisions of chapter 268, or (3) a violation of any regulation adopted in 537 accordance with the provisions of section 12-484, 12-487 or 13b-410, or 538 (4) a violation of any ordinance, regulation or bylaw of any town, city or 539 borough, except violations of building codes and the health code, for 540 which the penalty exceeds ninety dollars but does not exceed two 541 hundred fifty dollars, unless such town, city or borough has established 542 a payment and hearing procedure for such violation pursuant to section 543 7-152c, shall follow the procedures set forth in this section.

- Sec. 7. Section 42-158ff of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2026*):
- 546 (a) For the purposes of this section:

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

- (2) "Business" means any individual or sole proprietorship, partnership, firm, corporation, trust, limited liability company, limited liability partnership, joint stock company, joint venture, association or other legal entity through which commerce for profit or not for profit is conducted;
- (3) "Consumer" means any individual who is a resident of this state and a prospective recipient of consumer goods or consumer services;
- 558 (4) "Consumer agreement" means any verbal, telephonic, written or 559 electronic agreement, initially entered into or amended on or after 560 October 1, 2023, between a business and a consumer under which a 561 business agrees to provide consumer goods or consumer services to a 562 consumer. "Consumer agreement" does not include any such agreement 563 (A) concerning any service provided by a business or its affiliate where 564 either the business or its affiliate is doing business pursuant to (i) a 565 franchise issued by a political subdivision of the state, or (ii) a license, 566 franchise, certificate or other authorization issued by the Public Utilities 567 Regulatory Authority, (B) concerning any service provided by a 568 business or its affiliate where either the business or its affiliate is 569 regulated by the Public Utilities Regulatory Authority, the Federal 570 Communications Commission or the Federal Energy Regulatory 571 Commission, (C) with any entity regulated by the Insurance 572 Department or an affiliate of such entity, (D) with any bank, out-of-state 573 bank, bank holding company, Connecticut credit union, federal credit 574 union or out-of-state credit union, as said terms are defined in section 575 36a-2, or any subsidiary thereof, or (E) concerning any global or national 576 service largely or predominately consisting of audiovisual content;
 - (5) "Consumer good" means any article that is purchased, leased, exchanged or received primarily for personal, family or household

577

578

547

548

549

550

551

552

553

554

555

556

579 purposes;

- 580 (6) "Consumer service" means any service that is purchased, leased, 581 exchanged or received primarily for personal, family or household 582 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, (iii) all recurring charges that will be charged to the consumer's credit card, debit card or third-party payment account for any automatic renewal of such agreement and, if the amount of such charges is subject

to change, the amount of such change if known by such business, (iv) the length of any automatic renewal term for such agreement unless the consumer selects the length of such term, (v) any additional provisions concerning such renewal term, (vi) any minimum purchase obligation, and (vii) contact information for such business;

- (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, 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

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

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

643

644

645

646

647

648

649

650

651

652 653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

- (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.
- (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 677 electronic mail address or telephone number, as applicable, and is unable to make such disclosure to such consumer by other electronic 679 means. For the purposes of subparagraphs (E) and (F) of this 680 subdivision, "free gift" does not include a free promotional item or gift 681 that a business gives to a consumer if such item or gift differs from the 682 consumer goods or consumer services that are the subject of the 683 consumer agreement between the business and the consumer.

- (2) Each business that is required to make any disclosure under 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 continuous services provision shall send to the consumer an annual

676

678

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

707 <u>reminder concerning the automatic renewal provision or continuous</u> 708 services provision. Such reminder shall include the information

- 709 required under subdivision (2) of this subsection, and such business
- 510 shall send such reminder to the consumer:
- 711 (A) In the same manner in which such automatic renewal provision
- 712 or continuous services provision was activated, if such automatic
- 713 renewal provision or continuous services provision was activated by
- any means other than an in-person transaction between such business
- 715 and such consumer;
- 716 (B) By the means in which such consumer is accustomed to
- 717 <u>interacting with such business, if such consumer is accustomed to</u>
- 718 <u>interacting with such business by electronic mail, mail or telephonic</u>
- 719 means; or
- 720 (C) By electronic mail, mail or telephonic means, if (i) such automatic
- 721 renewal provision or continuous services provision was activated as
- 722 part of an in-person transaction between such business and such
- 723 consumer, or (ii) such consumer is not accustomed to interacting with
- 524 such business by electronic mail, mail or telephonic means.
- 725 (2) Each business that is required to send an annual reminder to a
- 726 consumer pursuant to subdivision (1) of this subsection shall include in
- 727 such annual reminder:
- 728 (A) A statement identifying (i) the consumer goods or consumer
- 729 services that are subject to the automatic renewal provision or
- 730 continuous services provision, and (ii) the means by which the
- 731 consumer may prevent automatic renewal or prevent or terminate
- 732 continuous consumer services, as set forth in subsection (e) of this
- 733 section; and
- (B) The frequency and amount of charges associated with automatic
- 735 renewal of, or provision of continuous consumer services under, the
- 736 consumer agreement.

[(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.

- (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:
- (A) A prominently displayed direct link or button, which may be located within the consumer's (i) account or profile, or (ii) device or user 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
- 765 (C) Beginning on July 1, 2026, a telephone number that (i) the consumer may retain, and (ii) is clearly and conspicuously displayed on the Internet web site maintained by such business, if any.

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756 757

758

762

763

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

(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

768

769

770 771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787 788

789 790

791

792

793

794

795

796

797

798

799

800

802 consumer agreement.

808

809

810

811

812

813

814

815

816

817

818

819

820

821

(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. 8. 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-
- 830 43 [,] and 47a-46 and section 9 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.

- [(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.
- [(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

848

849

850

851

(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 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. 9. (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 advertised, displayed or offered rent:
- (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;
- 901 (2) Any fee or deposit imposed for keeping a pet in the dwelling unit;
- 902 (3) The cost of any utilities that (A) are submetered pursuant to 903 section 16-19ff of the general statutes, or (B) the tenant will pay directly 904 to a utility company and that may vary from month to month;
- 905 (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, including, but not limited to, responding to a lockout or replacing a key.
 - (c) Not later than January 1, 2026, the Department of Housing shall publish, on the department's Internet web site, a standardized rental terms summary form. Such form shall clearly summarize the key terms of a rental agreement, including, but not limited to, the term of the rental agreement, the name of the landlord, the point of contact for property management purposes, the name of each tenant and the total periodic rent determined in accordance with the provisions of subsection (a) of this section. Such summary form shall be published and provided in 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

894

895

896

907

908

909

910

911

912

913

914

915

916

917

918

919

921 standardized rental terms summary form published pursuant to 922 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.
- (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.
- 930 Sec. 10. Subsection (a) of section 53a-214 of the general statutes is 931 repealed and the following is substituted in lieu thereof (*Effective October* 932 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:		
Section 1	July 1, 2026	New section
Sec. 2	July 1, 2026	New section
Sec. 3	July 1, 2026	New section
Sec. 4	from passage	New section
Sec. 5	July 1, 2025	42-230
Sec. 6	July 1, 2025	51-164n(b)
Sec. 7	July 1, 2026	42-158ff
Sec. 8	October 1, 2025	47a-1
Sec. 9	October 1, 2025	New section
Sec. 10	October 1, 2025	53a-214(a)

923

924

925

926

927

928

929

933

934

935

936

937

938