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## OLR Bill Analysis

### sSB 3 (File 570, as amended by Senate "A")\*

## **AN ACT CONCERNING CONSUMER PROTECTION AND SAFETY.**

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*Defines price gouging as charging an unconscionably excessive price during certain declared emergencies; expands the price gouging law's application during certain declared emergencies beyond the retail sale of consumer goods to other supply chain transactions (e.g., wholesale) and to rental and lease transactions; gives the attorney general exclusive authority to enforce this law*

##### § 7 — AUTOMATIC RENEWALS AND CONTINUOUS SERVICES

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

##### §§ 8-10 — RENTAL PRICES

*Generally requires a landlord advertising, displaying, or offering a dwelling unit for rent to include any fee, charge, or cost that the tenant is required to pay on a periodic basis*

#### BACKGROUND

#### **SUMMARY**

This bill makes various unrelated changes to consumer protection laws, as described in the section-by-section analysis below.

\*Senate Amendment “A”: (1) limits the scope of the connected device provision (§ 2) to home appliances, televisions, and toys with microphones or cameras; (2) eliminates a provision in the underlying bill expanding the price gouging law to specified periods of “abnormal economic disruption”; (3) adds provisions on automatic renewals and continuous services and rental prices (§§ 7-10); and (4) makes minor and technical changes.

EFFECTIVE DATE: July 1, 2026, unless otherwise noted below.

## **§ 1 — TOTAL PRICE DISCLOSURE**

*Generally prohibits businesses that offer to sell, lease, or provide any goods or services to any individual or entity from advertising, displaying, or offering them for a price that does not include all fees, charges, and costs, excluding applicable taxes*

### ***Total Price Disclosure Required***

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

### ***Exceptions***

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

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

or service for purchase, leasing, or receipt.

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

1. depends on a person's selection;
2. cannot feasibly be calculated in full when the price is first advertised or displayed, including costs for shipping or delivery or that vary according to a person's location or the quantity or number of goods purchased, leased, or received;
3. is a charge of up to \$1 to confirm identity or payment information, if the charge is promptly refunded;
4. is disclosed when the good or service is advertised or displayed to the person; or
5. is disclosed to the person before they purchase the good or service.

Lastly, these provisions do not apply to the following:

1. any transaction subject to the Connecticut Unfair Insurance Practices Act;
2. transactions or actions permitted under law as administered by a regulatory board or officer acting under statutory authority;
3. prohibited surcharges based on a specific payment method; and
4. transactions that do not involve a person in Connecticut or the offer, sale, rent, lease, or distribution of a good or service in Connecticut.

### ***Penalty***

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

**§ 2 — CONNECTED DEVICE’S DISCLOSURES, STATEMENT, AND PROHIBITIONS**

*Requires (1) providers of certain Internet-connected devices to prominently display and disclose certain information about the device’s camera or microphone before activation and (2) anyone who records and transmits any personally identifying information collected through a device’s camera or microphone to use reasonable security measures*

The bill establishes requirements for certain entities that provide, or collect information from a “connected device” (i.e. an Internet-connected home appliance, television, or toy that includes a camera or microphone). It specifies information they must disclose to consumers and measures they must take to protect personally identifiable information. It also prohibits, among other things, requiring providers to build features that allow law enforcement to monitor communications through the camera or microphone.

The bill makes certain violations of its requirements or prohibitions CUTPA violations (see BACKGROUND).

***Required Disclaimer and Statement***

The bill requires providers to prominently display a (1) disclaimer when the initial consumer or someone on their behalf first sets up the device and (2) statement with certain disclosures. It also requires providers to give the initial consumer or the designated person, when first installing or setting up the connected device, the ability to decline to activate the camera or microphone, unless declining would render the device useless.

A “provider” is (1) a manufacturer of Internet-connected devices or (2) any person who contracts with a manufacturer and receives access to certain items in any Internet-connected device the manufacturer manufactures. Specifically, these items are any camera or microphone or image, video, spoken word, or other sound collected, recorded, stored, analyzed, interpreted, or transmitted by the camera or microphone.

The disclaimer must state the following: “This device transmits audio and/or video back to the manufacturer and/or a third party and may be recorded.”

The statement must disclose the following:

1. that the device includes a camera or microphone that will be enabled or turned on and might record the initial consumer;
2. that the device's manufacturer or another provider might retain the initial consumer's recordings;
3. which command or action activates or enables the camera or microphone;
4. the categories of images, videos, or sounds that (a) the camera or microphone will look for, listen for, or record or (b) might be disclosed to any person other than the initial consumer;
5. the categories of individuals and entities to whom disclosures may be allowed; and
6. that the initial consumer must not be discriminated against if he or she declines to activate a camera or unless (a) the device is provided to the consumer as a condition of employment or (b) declining to activate the camera or microphone would make the device useless.

***Personally Identifying Information***

The bill requires providers to use and maintain reasonable security measures to protect any personally identifying information collected through an Internet-connected device's camera or microphone from any unauthorized access, acquisition, destruction, disclosure, modification, or use.

Under the bill, "personally identifying information" is an individual's birthday, mother's maiden name, driver's license number, Social Security number, health insurance identification number, financial account number, security code or personal identification number, or government-issued identification number that is not otherwise made directly available to the public.

Existing law similarly requires anyone who possesses another

person's personal information to safeguard it from misuse by third parties. Willful violators may be subject to civil penalties of \$500 for each violation, up to \$500,000 for any single event (CGS § 42-471).

### ***Prohibitions and Limitations***

The bill prohibits providers from:

1. using or selling any recordings collected through a connected device's camera or microphone for targeted advertising (i.e. displaying specific advertisements to a consumer based on personal data obtained or inferred from their activities) unless the initial consumer opts in to the use or sale for this purpose and
2. being required to build specific features to allow a law enforcement agency or officer to monitor communications through a connected device's camera or microphone.

The bill also specifies that it does not:

1. impose any liability on a provider for any application functions that an initial consumer (a) downloads and installs or (b) chooses to use on a network of remote servers hosted on the Internet to store, manage, and process data;
2. authorize disclosure of any recording retained by a provider to another person, including a law enforcement agency or officer, unless another law or a court order authorizes it; or
3. modify, limit, or supersede any other privacy or security law.

### ***CUTPA***

The bill makes a violation of the provisions on providing a disclosure and statement, implementing and maintaining reasonable security measures, and prohibiting the use or sales of recordings CUTPA violations (see BACKGROUND).

**§ 3 — RIGHT-TO-REPAIR**

*Requires certain electronic or appliance manufacturers to make available, on fair and reasonable terms, products' repair manuals, functional parts, and tools (i.e. right-to-repair)*

The bill requires electronic or appliance product manufacturers to make available certain resources needed to diagnose, maintain, or repair their products. Under it, manufacturers must make these resources available on fair and reasonable terms (see below) to the product's owners, service and repair facilities, and service dealers (i.e. anyone, other than an authorized repair provider or manufacturer, in the business of installing, maintaining, repairing, or servicing any electronic or appliance product for pay).

The bill's requirements apply to certain electronic or appliance products that are first manufactured, sold, or used in Connecticut on or after July 1, 2026 ("products"). For these products, the manufacturer must make the following resources available if it makes them available to an "authorized repair provider" (see below):

1. documentation (e.g., product diagrams, manuals, reporting outputs, schematics, service code descriptions, or similar information);
2. functional parts (e.g., new or used replacement components); and
3. tools (e.g., hardware, software, or other apparatus to calibrate or repair a product, including updates).

The bill requires each manufacturer to make these resources available for different lengths of time, depending on the product's wholesale price to a retailer (or in any sale other than a direct sale). They must provide these resources:

1. for at least three years after the last date it manufactured the product's model or type if the product's wholesale price is between \$50 and \$99.99 and
2. for at least five years afterward if the product's wholesale price is at least \$100.

The bill specifies that (1) the wholesale price described above must not exceed the manufacturer's suggested retail price for the product and (2) these time periods apply even if they exceed the product's warranty periods.

Under the bill, an "authorized repair provider" is a person (i.e. individual or entity) who is unaffiliated with a manufacturer and has an arrangement under which the:

1. manufacturer grants the person a license to use a trade name, service mark, or other proprietary identifier to offer diagnostic, maintenance, or repair services for products under the manufacturer's name or
2. person offers diagnostic, maintenance, or repair services for products on the manufacturer's behalf.

An authorized repair provider includes a manufacturer for its own electronic or appliance products, if the manufacturer (1) offers diagnostic, maintenance, or repair services for the product and (2) does not have an arrangement with an unaffiliated person to provide these services.

A "product" includes any antenna, electronic set, major home appliance (e.g., dishwasher, microwave, or air conditioner), or rotator that is sold through any method other than a direct retail sale. It does not include any alarm system; motor vehicle or any component used to maintain, manufacture, or repair one; or video game console.

An "electronic set" includes any audio or video recorder or playback equipment, computer system, fax machine, photocopier, radio, television, video camera, or video monitor that is normally used or sold for personal, family, household, or home office use. A "rotator" includes an electromechanical device, used in an antenna installation or repair, that is operated from a remote location to rotate an antenna on a horizontal plane.



***Fair and Reasonable Terms***

Under the bill, the product manufacturer must make the required resources available on fair and reasonable terms, meaning at costs and on terms equal to the most favorable costs and terms it offers to authorized repair providers, accounting for any incentives or preferences (e.g., discounts, rebates, convenient and timely means of delivery, means of enabling fully restored and updated functionality, or rights of use) it offers the provider.

Additionally, the manufacturer must provide for free (1) documentation, including any relevant updates, and (2) tools, without imposing any barriers to accessing or using them in an efficient and cost-effective way. The manufacturer may, however, charge for its reasonable, actual costs to prepare and send physical versions of the tools and documentation, if requested.

If a manufacturer does not use an authorized repair provider, the bill instead requires it to make these resources available at a price that reflects the actual costs it incurred to prepare and deliver the resources, excluding any research and development costs.

***Disclosure by Dealers or Services That Are Not Authorized Repairers***

Under the bill, service dealers or service and repair facilities that are not authorized repair providers for a manufacturer must, before repairing a product, give the customer written notice disclosing:

1. that the dealer or facility is not an authorized repair provider for the product and
2. whether the dealer or facility uses any (a) used replacement parts or (b) replacement parts provided by a supplier other than the product manufacturer.

***Liability***

Under the bill, a manufacturer or authorized repair provider is generally not liable for any damage or injury caused to any electronic or appliance product, person, or property due to a diagnosis, maintenance,

modification, or repair an owner or service dealer performs. This includes any (1) indirect, incidental, special, or consequential damages; (2) loss of data, privacy, or profits; or (3) inability to use, or reduced functionality of, the product.

However, this does not apply to any design defect or manufacturing flaw that existed before, or independent of, any of the actions listed above.

### ***Obligations***

The bill specifies that its right-to-repair provisions do not require an electronic or appliance product manufacturer to do the following:

1. disclose any trade secret or license any intellectual property, including any copyright or patent, unless the disclosure or license is needed to comply with these provisions;
2. make available any special documentation, tools, or parts that would disable or override antitheft security measures the owner sets on any product without the owner's authorization;
3. sell any part if the manufacturer no longer (a) provides the part or (b) makes the part available to authorized repair providers; or
4. allow distribution of the source code for an electronic or appliance product.

Under existing law and the bill, a "trade secret" is information, including a formula, pattern, compilation, program, device, method, technique, process, drawing, cost data, or customer list that (1) derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other individuals who can get economic value from its disclosure or use and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (CGS § 35-51).

The bill also does not require a covered manufacturer that is also an authorized repair provider to make any documentation or tools

available that:

1. it exclusively uses to perform free diagnostic services for customers remotely (e.g., using the Internet, email, telephone, or a chat function), unless the manufacturer also makes them available to any unaffiliated person, or
2. are exclusively used by machines that simultaneously repair several electronic or appliance products, as long as the manufacturer makes available alternative documentation and tools that are sufficient to diagnose, maintain, or repair the product.

The right-to-repair provisions also do not apply to a manufacturer if it gives its customers a free replacement product that is readily available and equivalent to, or better than, the replaced product. It also does not apply to any dealer, distributor, importer, or manufacturer of any equipment designed and manufactured exclusively for off-road or non-road use, including any:

1. all-terrain sports, marine, racing, or recreational vehicle;
2. construction or compact construction equipment;
3. electric vehicle charging infrastructure equipment;
4. farm or utility tractor;
5. farm implement or farm machinery;
6. forestry, industrial, mining, outdoor power, garden, turf, or yard equipment;
7. fuel cell, generator set, or portable generator;
8. integrated, stand-alone, mobile, or stationary internal combustion engine;
9. power tool; or

10. road building or utility equipment.

**Penalty**

The bill deems a right-to-repair violation a CUTPA violation enforceable solely by the attorney general, but specifies that CUTPA's provisions for a private right of action, class actions, equitable relief, and jury trials do not apply to these violations (see BACKGROUND).

**§ 4 — MUNICIPAL INTERNET WEBSITES**

*Requires all municipalities, by July 1, 2027, to maintain a ".gov" Internet domain and redirect other domains they use to that website or stop using them*

The bill requires all municipalities, by July 1, 2027, to maintain a .gov Internet domain and register it with the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency. Municipalities (i.e. cities and towns) must redirect any other domains they use to the .gov domain or stop using them. The bill's requirements apply regardless of any municipal charter, special act, or home rule ordinance requiring otherwise.

EFFECTIVE DATE: Upon passage

**§§ 5 & 6 — PRICE GOUGING**

*Defines price gouging as charging an unconscionably excessive price during certain declared emergencies; expands the price gouging law's application during certain declared emergencies beyond the retail sale of consumer goods to other supply chain transactions (e.g., wholesale) and to rental and lease transactions; gives the attorney general exclusive authority to enforce this law*

Current law prohibits any person, firm, or corporation from increasing the price of any item sold at retail in a location subject to certain emergency declarations while the declaration is in effect, except if the seller can justify doing so as a price fluctuation that occurs during the normal course of business. The bill replaces this general provision with more specific provisions defining what constitutes prohibited price gouging behavior. The bill's prohibition applies during the same emergency declarations as existing law (which the bill calls "precipitating events").

Under existing law, precipitating events are the following:

1. a civil preparedness emergency, which the governor may declare in the event or imminence of an emergency, serious disaster or enemy attack, sabotage, or other hostile action within the state or a neighboring state (CGS § 28-1);
2. a transportation emergency, which the governor may declare when a substantial disruption in the operation of a major transportation facility or service occurs, endangering the public health, safety, or welfare (CGS § 3-6b); and
3. major disaster or emergency declarations issued by the U.S. president.

***Price Gouging Definition (§ 5)***

Under the bill, price gouging is selling, renting, or leasing an item, or offering to do so, at an amount that represents an “unconscionably excessive price.” An “unconscionably excessive price” is the increased price of an item for lease, rent, or sale during a precipitating event if it is (1) grossly disproportionate to the price of the item, either immediately before the precipitating event or before the event was reasonably anticipated, and (2) not attributable to additional costs incurred in leasing, renting, or selling the item during the event.

***Applicability to Additional Transactions (§ 5)***

Additionally, the bill expands current law’s price gouging prohibition by:

1. adding distributors, manufacturers, suppliers, and wholesalers to the actors (“vendors”) to which the prohibition applies;
2. expanding the prohibition to an item’s entire chain of distribution, rather than just at retail; and
3. adding rental and leasing, or offers to rent or lease, to the transactions to which the prohibition applies.

***Enforcement (§§ 5 & 6)***

By law and unchanged by the bill, a violation of the price gouging

prohibition is considered a CUTPA violation. The bill gives the attorney general exclusive authority to enforce this on the state's behalf. It also authorizes the attorney general to, as outlined in CUTPA, (1) order an investigation or examination or (2) take other enforcement action as necessary (see BACKGROUND).

The bill removes the provision specifying that an item's price fluctuation does not violate the price gouging law when sold at retail during the normal course of business. It also removes the requirement that violators be fined up to \$99.

Correspondingly, the bill removes price gouging from the list of infractions in current law that the Superior Court's Centralized Infractions Bureau oversees, which allows alleged violators to plead guilty and pay a fine or plead not guilty and go to trial in an unspecified judicial district.

EFFECTIVE DATE: July 1, 2025

## **§ 7 — AUTOMATIC RENEWALS AND CONTINUOUS SERVICES**

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

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

### ***Covered Consumer Agreements and Automatic Renewals***

By law and under the bill, a "consumer agreement" is a verbal, telephonic, written, or electronic agreement between a business and a consumer (1) in which the business agrees to provide consumer goods or services and (2) that is initially entered into or amended on or after

October 1, 2023. “Consumer goods” and “consumer services” are any articles or services purchased, leased, exchanged, or received primarily for personal, family, or household purposes. A “consumer” is a Connecticut resident and prospective recipient of consumer goods or services. But the law specifies that “consumer agreements” do not include agreements:

1. concerning a service provided by a business or its affiliate where either is doing business under a (a) franchise issued by a political subdivision of the state or (b) license, franchise, certificate, or other authorization issued by the Public Utilities Regulatory Authority (PURA);
2. concerning a service provided by a business or its affiliate where either the business or its affiliate is regulated by PURA, the Federal Communications Commission, or the Federal Energy Regulatory Commission;
3. with any entity regulated by the Insurance Department or an affiliate of such an entity;
4. with any bank, out-of-state bank, bank holding company, Connecticut credit union, federal credit union, or out-of-state credit union, or any subsidiary of them; or
5. concerning any global or national service largely or predominately consisting of audiovisual content.

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

### ***Annual Reminder***

Beginning on July 1, 2026, the bill requires each business that enters into a consumer agreement that includes an automatic renewal or

continuous services provision to send the consumer an annual reminder about these provisions. These reminders must include:

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

The reminder must be sent:

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

### ***Cancellations***

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

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



3. a telephone number that the consumer may keep and that is clearly and conspicuously displayed on the business's website.

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

### ***Cancellations by Telephone***

If the business allows customers to stop renewal through a telephone number, the bill requires the business to promptly answer all calls made to the telephone number during normal business hours and not to obstruct or delay any consumer's ability to stop the renewal or services. If a consumer leaves a voicemail with the business requesting a stop to the consumer agreement, the business must, within one business day after the voicemail is left, either process the request or return the consumer's telephone call regarding the consumer's intentions. If the voicemail includes enough information for the business to prevent or terminate the agreement, the business may return the consumer's telephone call but must effectuate the prevention or termination within one business day after the voicemail was left if the business is unable to reach the consumer.

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

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

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

### ***Penalty***

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

## **§§ 8-10 — RENTAL PRICES**

*Generally requires a landlord advertising, displaying, or offering a dwelling unit for rent to include any fee, charge, or cost that the tenant is required to pay on a periodic basis*

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

### ***Exceptions***

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

1. any payment processing fee that reflects the actual payment processing, as long as the landlord gives the tenant an alternative payment type without the payment processing fee;
2. any fee or deposit imposed for keeping a pet in the dwelling unit;
3. utility costs that (a) are submetered or (b) the tenant pays directly to a utility company and that may vary from month to month;
4. a fee charged for damage to the dwelling unit that is not imposed for normal wear and tear; or
5. a separate fee charged for performing a service for the tenant, such as responding to a lockout or replacing a key.

***Standardized Form***

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

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

***Payment Order***

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

***Penalty***

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

EFFECTIVE DATE: October 1, 2025

**BACKGROUND*****CUTPA***

By law, CUTPA prohibits businesses from engaging in unfair and deceptive acts or practices. It allows the consumer protection commissioner, under specified procedures, to issue regulations defining an unfair trade practice, investigate complaints, issue cease and desist orders, order restitution in cases involving less than \$10,000, impose civil penalties of up to \$5,000, enter into consent agreements, ask the attorney general to seek injunctive relief, and accept voluntary statements of compliance. It also allows individuals to sue. Courts may issue restraining orders; award actual and punitive damages, costs, and

reasonable attorney's fees; and impose civil penalties of up to \$5,000 for willful violations and up to \$25,000 for a restraining order violation.

***Related Bills***

SB 1248 (File 330), favorably reported by the General Law Committee, has the same total price disclosure, automatic renewal and continuous service, and rental price provisions.

SB 1189 (File 28), favorably reported by the Planning and Development Committee, has the same municipal website provision.

sHB 6856 (File 347), favorably reported by the General Law Committee, has similar price gouging provisions, but allows the attorney general to issue an abnormal economic disruption notice.

**COMMITTEE ACTION**

## General Law Committee

Joint Favorable Substitute

Yea 14 Nay 7 (03/21/2025)

## Judiciary Committee

Joint Favorable

Yea 25 Nay 12 (04/25/2025)

## Appropriations Committee

Joint Favorable

Yea 38 Nay 12 (05/05/2025)