



General Assembly

**Amendment**

January Session, 2025

LCO No. 8996



Offered by:  
REP. CANINO, 65<sup>th</sup> Dist.

To: House Bill No. 5428

File No. 587

Cal. No. 361

(As Amended)

**"AN ACT CONCERNING MOBILE MANUFACTURED HOME  
PARKS."**

1 Strike section 6 in its entirety and substitute the following in lieu  
2 thereof:

3 "Sec. 6. Section 21-83 of the general statutes is repealed and the  
4 following is substituted in lieu thereof (*Effective October 1, 2025*):

5 (a) An owner and a resident may include in a rental agreement terms  
6 and conditions not prohibited by law, including rent, term of the  
7 agreement and other provisions governing the rights and obligations of  
8 the parties. No rental agreement shall contain the following:

9 (1) Any provision by which the resident agrees to waive or forfeit  
10 rights or remedies under this chapter and sections 47a-21, as amended  
11 by this act, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26h, inclusive, 47a-  
12 35 to 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section

13 of the general statutes or any municipal ordinance, unless such section  
14 or ordinance expressly states that such rights may be waived;

15 (2) Any provision which permits the owner to terminate the rental  
16 agreement for failure to pay rent unless such rent is unpaid when due  
17 and the resident fails to pay rent within nine days thereafter;

18 (3) Any provision which permits the owner to collect a penalty fee for  
19 late payment of rent without allowing the resident a minimum of nine  
20 days beyond the due date in which to remit or which provides for the  
21 payment of rent in a reduced amount if such rent is paid prior to the  
22 expiration of such grace period;

23 (4) Any provision which permits the owner to charge a penalty for  
24 late payment of rent in excess of five per cent of the total rent due for the  
25 mobile manufactured home space or lot or four per cent of the total rent  
26 due for the mobile manufactured home and mobile manufactured home  
27 space or lot;

28 (5) Any provision which allows the owner to increase the total rent  
29 or change the payment arrangements during the term of the rental  
30 agreement;

31 (6) Any provision allowing the owner to charge an amount in excess  
32 of one month's rent for a security deposit or to retain the security deposit  
33 upon termination of the rental agreement if the resident has paid [his]  
34 the resident's rent in full as of the date of termination and has caused no  
35 damage to the property of the owner or to waive the resident's right to  
36 the interest on the security deposit pursuant to section 47a-21, as  
37 amended by this act;

38 (7) Any provision allowing the owner to charge an entrance fee to a  
39 resident assuming occupancy;

40 (8) Any provision allowing the owner to charge any ancillary fee that  
41 is unreasonable, duplicative of any other ancillary fee or imposed for  
42 any good or service if the cost of such good or service is included in the

43 rent;

44 (9) Any provision allowing the owner to increase the amount of any  
45 ancillary fee without providing at least ninety days' advance written  
46 notice to the resident disclosing the amount of such increase, the  
47 effective date of such increase and a detailed explanation of the basis for  
48 such increase;

49 ~~[(8)]~~ (10) Any provision authorizing the owner to confess judgment  
50 on a claim arising out of the rental agreement;

51 ~~[(9)]~~ (11) Any provision which waives any cause of action against or  
52 indemnification from an owner, by a resident for any injury or harm  
53 caused to such resident, [his] such resident's family or [his] such  
54 resident's guests, or to [his] such resident's property, or the property of  
55 [his] such resident's family or [his] such resident's guests resulting from  
56 any negligence of the owner, [his] such owner's agents or [his] such  
57 owner's assigns in the maintenance of the premises or which otherwise  
58 agrees to the exculpation or limitation of any liability of the owner  
59 arising under law or to indemnify the owner for that liability or the costs  
60 connected therewith;

61 ~~[(10)]~~ (12) Any provision permitting the owner to dispossess the  
62 resident without resort to court order;

63 ~~[(11)]~~ (13) Any provision consenting to the distraint of the resident's  
64 property for rent;

65 ~~[(12)]~~ (14) Any provision agreeing to pay the owner's attorney's fees  
66 in excess of fifteen per cent of any judgment against the resident in any  
67 action in which money damages are awarded; or

68 ~~[(13)]~~ (15) Any provision which denies to the resident the right to treat  
69 as a breach of the agreement, a continuing violation by the owner,  
70 substantial in nature, of any provision set forth in the rental agreement  
71 or of any state statute unless the owner discontinues such violation  
72 within a reasonable time after written notice is given by the resident by

73 registered or certified mail.

74 (b) A provision prohibited by this chapter included in a rental  
75 agreement is unenforceable."