



General Assembly

Amendment

January Session, 2025

LCO No. 9457



Offered by:
REP. CANINO, 65th 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 Section 21-83 of the general statutes is repealed and the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 authorizing the owner to confess judgment on a
41 claim arising out of the rental agreement;

42 (9) Any provision which waives any cause of action against or
43 indemnification from an owner, by a resident for any injury or harm
44 caused to such resident, [his] such resident's family or [his] such
45 resident's guests, or to [his] such resident's property, or the property of
46 [his] such resident's family or [his] such resident's guests resulting from
47 any negligence of the owner, [his] such owner's agents or [his] such
48 owner's assigns in the maintenance of the premises or which otherwise
49 agrees to the exculpation or limitation of any liability of the owner
50 arising under law or to indemnify the owner for that liability or the costs
51 connected therewith;

52 (10) Any provision permitting the owner to dispossess the resident
53 without resort to court order;

54 (11) Any provision consenting to the distraint of the resident's
55 property for rent;

56 (12) Any provision agreeing to pay the owner's attorney's fees in
57 excess of fifteen per cent of any judgment against the resident in any
58 action in which money damages are awarded; or

59 (13) Any provision which denies to the resident the right to treat as a
60 breach of the agreement, a continuing violation by the owner,
61 substantial in nature, of any provision set forth in the rental agreement
62 or of any state statute unless the owner discontinues such violation
63 within a reasonable time after written notice is given by the resident by
64 registered or certified mail.

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