



House of Representatives

General Assembly

File No. 143

February Session, 2026

Substitute House Bill No. 5359

House of Representatives, March 24, 2026

The Committee on Housing reported through REP. FELIPE of the 130th Dist., Chairperson of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING PROVISIONS IN RESIDENTIAL RENTAL AGREEMENTS.

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

1 Section 1. Section 47a-4c of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2026, and*
3 *applicable to rental agreements entered into or renewed on or after October 1,*
4 *2026*):

5 For any lease or rental agreement executed on or after October 1,
6 2013, no landlord of residential real property shall require electronic
7 funds transfer as the exclusive form of payment of rent or a security
8 deposit. For purposes of this section, "electronic funds transfer" means
9 any transfer of funds that is initiated through an electronic terminal,
10 telephone or computer or magnetic tape so as to order, instruct or
11 authorize a financial institution to debit or credit an account but shall
12 not include any transfer originated by check, draft or similar paper
13 instrument. For any lease or rental agreement entered into or renewed
14 on or after October 1, 2026, every landlord of residential real property

15 shall provide at least one method for the payment of rent that can be
16 made by the tenant at no additional fee.

17 Sec. 2. Subsection (a) of section 47a-4 of the general statutes is
18 repealed and the following is substituted in lieu thereof (*Effective October*
19 *1, 2026, and applicable to rental agreements entered into or renewed on or after*
20 *October 1, 2026*):

21 (a) A rental agreement shall not provide that the tenant: (1) Agrees to
22 waive or forfeit rights or remedies under this chapter and sections 47a-
23 21, 47a-23 to 47a-23b, inclusive, 47a-26 to 47a-26g, inclusive, 47a-35 to
24 47a-35b, inclusive, 47a-41a, 47a-43 and 47a-46, or under any section of
25 the general statutes or any municipal ordinance unless such section or
26 ordinance expressly states that such rights may be waived; (2)
27 authorizes the landlord to confess judgment on a claim arising out of the
28 rental agreement; (3) agrees to the exculpation or limitation of any
29 liability of the landlord arising under law or to indemnify the landlord
30 for that liability or the costs connected therewith; (4) agrees to waive his
31 right to the interest on the security deposit pursuant to section 47a-21;
32 (5) agrees to permit the landlord to dispossess him without resort to
33 court order; (6) consents to the distraint of his property for rent; (7)
34 agrees to pay the landlord's attorney's fees in excess of fifteen per cent
35 of any judgment against the tenant in any action in which money
36 damages are awarded; (8) agrees to pay a late charge prior to the
37 expiration of the grace period set forth in section 47a-15a or to pay rent
38 in a reduced amount if such rent is paid on or prior to the expiration of
39 such grace period; (9) agrees to pay a late charge on rent payments made
40 subsequent to such grace period in an amount exceeding the amounts
41 set forth in section 47a-15a; [or] (10) agrees to pay a heat or utilities
42 surcharge if heat or utilities is included in the rental agreement; (11)
43 agrees to pay an increased rental charge or other specific payment
44 amount for a time period after the expiration of the rental agreement; or
45 (12) for a tenant who is paying a reduced rental rate, agrees to pay a
46 higher rent upon breach of the rental agreement.

47 Sec. 3. Subsections (c) and (d) of section 47a-7d of the 2026

48 supplement to the general statutes are repealed and the following is
49 substituted in lieu thereof (*Effective from passage and applicable to rental*
50 *agreements entered into or renewed on or after October 1, 2026*):

51 (c) Not later than January 1, 2026, the Department of Housing shall
52 publish, on the department's Internet web site, a standardized rental
53 terms summary form, and, not later than July 1, 2026, the department
54 shall publish, on its Internet web site, an updated version of such form
55 consistent with the provisions of this subsection. Such form shall clearly
56 summarize the key terms of a written rental agreement, including, but
57 not limited to, the term of the rental agreement, the name of the
58 landlord, the point of contact for property management purposes, the
59 name of each tenant and the total periodic rent determined in
60 accordance with the provisions of subsection (a) of this section. Such
61 summary form shall be published and provided in both English and
62 Spanish and, on and after October 1, 2026, include the amount, if any,
63 that the tenant shall be charged in accordance with the provisions of
64 section 47a-15a if the rent is not paid within the grace period provided
65 in said section.

66 (d) On and after April 1, 2026, no landlord shall provide a written
67 rental agreement to any tenant unless such rental agreement includes,
68 as the first page of such rental agreement, a completed copy of the
69 standardized rental terms summary form published pursuant to
70 subsection (c) of this section. On and after October 1, 2026, any such
71 written rental agreement entered into or renewed on or after October 1,
72 2026 shall include the updated version of such summary form.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2026, and applicable to rental agreements entered into or renewed on or after October 1, 2026</i>	47a-4c

Sec. 2	<i>October 1, 2026, and applicable to rental agreements entered into or renewed on or after October 1, 2026</i>	47a-4(a)
Sec. 3	<i>from passage and applicable to rental agreements entered into or renewed on or after October 1, 2026</i>	47a-7d(c) and (d)

Statement of Legislative Commissioners:

The effective date of Section 2 was changed to mirror Sections 1 and 3 for consistency, Section 2(a)(11) was reworded for clarity and consistency and in Section 3, Subsec. (d) was added to include a provision referring to the updated summary form to conform with the changes being made in Subsec. (c).

HSG *Joint Favorable Subst. -LCO*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact: None

Municipal Impact: None

Explanation

The bill, which makes various changes to allowable provisions in rental agreements and requires the Department of Housing (DOH) to update a form, is not anticipated to result in a fiscal impact. The state is not a direct residential landlord, and DOH has the expertise to meet the requirements of the bill.

The Out Years

State Impact: None

Municipal Impact: None

OLR Bill Analysis**sHB 5359*****AN ACT CONCERNING PROVISIONS IN RESIDENTIAL RENTAL AGREEMENTS.*****SUMMARY**

This bill makes several changes in residential landlord-tenant laws, which apply to rental agreements entered into or renewed on or after October 1, 2026.

First, the bill requires landlords to offer tenants at least one rent payment method that does not require an additional fee. (This prohibits landlords, for example, from requiring tenants to only pay their rent through an online system with additional processing fees.) Existing law prohibits landlords from exclusively requiring electronic funds transfers for rent or security deposit payments.

The bill also prohibits rental agreements from requiring that tenants pay (1) increased rent or other specific payments for a period after the rental agreement expires (for example, holdover fees) or (2) a higher rent for breaching the rental agreement, if the tenant is paying a reduced rental rate (such as certain concession clauses or addendums). By law, statutorily prohibited rental agreement provisions are unenforceable.

Lastly, the bill requires the Department of Housing (DOH), by July 1, 2026, to publish on its website an updated version of the standardized rental terms summary form (DOH was required to post the original form by January 1, 2026). The updated form must additionally have a section for landlords to include the amount (if any) of late rental payment fees that a tenant will be charged after the law's grace period, under the rental agreement and according to the law on maximum late fees (see BACKGROUND – *Late Fees*).

By law, starting April 1, 2026, landlords must include the completed form as the first page of any written rental agreement. Starting October 1, 2026, the bill requires written rental agreements entered into or renewed on or after this date to include the updated version of the form. As under existing law, landlords who fail to do so are liable to the tenant for a civil penalty equal to one month's rent (and the court may award reasonable attorney's fees and costs to the tenant).

Under existing law and the bill, DOH's rental terms summary form includes certain other fields for landlords to complete with the key terms of a rental agreement (the agreement term, landlord's name, property management contact, tenant names, and total periodic rent based on existing rental price disclosure requirements) (see BACKGROUND – *Rental Prices*).

EFFECTIVE DATE: October 1, 2026, and applicable to rental agreements entered into or renewed on or after this date, except the provision requiring DOH to update its rental terms summary form is effective upon passage.

BACKGROUND

Late Fees

By law, if a rental agreement requires tenants to pay a late charge for overdue rent, it must give them a nine-day grace period (or four days for week-to-week tenancies) before imposing the charge.

If a rental agreement contains a valid written agreement to pay late charges after the grace period, the charges may not exceed the lesser of (1) \$5 per day, up to a \$50 maximum, or (2) 5% of the overdue rent (or 5% of the tenant's share for rental agreements that are partially paid by a government or charitable entity). Landlords are prohibited from assessing more than one late charge on an overdue rent payment, regardless of how late it is.

Rental Prices

With certain exceptions, existing law 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 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 whether the tenant may opt out.

Related Bill

sSB 335, reported favorably by the Housing Committee, prohibits residential rental agreements from requiring that tenants pay for utilities if there is no separate meter used to measure utilities delivered exclusively to the tenant’s dwelling unit.

COMMITTEE ACTION

Housing Committee

Joint Favorable

Yea 13 Nay 6 (03/10/2026)