



Rental Market Stabilization Fund

Definitions:

- Landlord—as defined in C.G.S. §§ 47a-1(d) and (e).
- Rental property—as defined in C.G.S. §§ 47a-1(c), (g), (k) and (m) including but not limited to mobile homes and the lots on which they sit.
- Rent—as defined in C.G.S. §§ 47a-1(h) including but not limited to mobile home lot rent.
- Tenant—as defined in §§ C.G.S. 47a-1(j) and (l).

Overview:

- (1) During the public health and civil preparedness emergency and for two months after the Governor declares the housing emergency over (“the Housing Emergency”), no tenant who is unemployed or who has experienced a loss in employment or income shall be obligated to pay more than 30% of the household’s monthly net income for the previous month (including unemployment assistance (“UI”)) in rent.
- (2) Provided a tenant (a) applies for UI if eligible and (b) pays rent in accordance with (1), they shall not be subject to eviction for any deficiency between rent paid during the Housing Emergency and the rent due under the lease agreement; any such deficiency (“Rent Gap”) will be treated as consumer debt.
- (3) No landlord may file suit to recover a Rent Gap for three months after the end of the housing emergency but instead shall apply for payment from the Rental Market Stabilization Fund (“RMSF”).
- (4) Applications to RMSF may be made by a landlord or a tenant any time during the Housing Emergency and no later than 60 days after the end of the Housing Emergency;
- (5) A landlord may not file any civil or small claims action, regarding the Rent Gap or to evict the tenant involved with the application, except for serious nuisance as defined by C.G.S. § 47a-15, while an application to RMSF is pending;
- (6) If a tenant refuses to provide necessary documentation to facilitate an application to RMSF (and fails to repay the Rent Gap) then a landlord may seek a judgment in the full amount of the Rent Gap;
- (7) RMSF payments are a lawful source of income as defined by C.G.S. § 46a-63 that all landlords, including landlords in owner-occupied two family properties, regardless of other statutory exemptions, are required to accept. Any landlord that refuses to accept or participate in the RMSF program shall be barred from seeking to collect the Rent Gap from a tenant and any attempt to do so shall constitute an unfair trade practice.

Eligibility:

- (1) The RMSF shall be available to (1) any landlord whose tenants paid less rent than the lease amount during the Housing Emergency and (2) any tenant in the State of Connecticut who has liquid assets (including cash, money held in checking or savings account, stocks, bonds) of \$5,000 or less who experiences unemployment loss or reduction in employment or income (including reduced wages or reduced hours) during the Housing Emergency;
- (2) The RMSF shall only be available for a rental property occupied by a tenant as a primary dwelling;
- (3) The RMSPF shall pay up to 95% of the Rent Gap depending on the number of properties owned by the landlord (whether directly or through control of another entity such as, but not limited to, an LLC) as follows:
 - a. Three units or fewer: 95%
 - b. 10 units or fewer: 90%
 - c. More than 10 units: 85%
- (4) Payment received under the RMPF shall constitute full and final payment of the Rent Gap and shall extinguish any obligation of the tenant to repay any unpaid rent accrued during the Housing Emergency. Seeking payment for any debt so extinguished shall constitute an unfair trade practice.
- (5) The following will be required of applicants for the RMSF:
 - a. Tenants shall submit proof of unemployment or loss of income; amount of income for each month during the Housing Emergency; the amount of rent paid each month based on that income. Such proof includes a sworn affidavit stating the amount of lost income and current amount of income;
 - b. Tenants must certify that either (1) if they are eligible for UI, they have applied for UI benefits or (2) they are not eligible for UI;
 - c. Landlords shall submit an accounting of rent due under the lease, rent paid by the tenant for each month, and a sworn affidavit regarding the number of units owned or controlled; and
 - d. A copy of the lease, or if an oral lease: (1) affidavits from both the landlord and the tenant attesting to the existence of the tenancy and the amount of rent and at least one rent receipt (if available); (2) proof of tenant address (such as mail received at the address); and (3) proof of ownership of the property by the landlord.
- (6) The intentional submission of false information shall constitute a false claim under state law.

Estimated cost and number of households served: see attached.