### Security Deposits and Rent Increases

We offer free legal help in many areas, including:

- welfare,
- SNAP (food stamps),
- divorce,
- child support,
- domestic violence,
- bankruptcy,
- special education,
- nursing home care,
- health insurance,
- eviction,
- foreclosure,
- and more.

See the reverse side for more about legal services.
If you're under 60, call SLS for help:

<table>
<thead>
<tr>
<th>Region</th>
<th>Phone</th>
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<tr>
<td>Eastern CT</td>
<td>800-413-7796</td>
</tr>
<tr>
<td>Hartford Area</td>
<td>860-541-5000</td>
</tr>
<tr>
<td>Stamford Area</td>
<td>800-541-8909</td>
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Search our website for help:

[www.ctlawhelp.org](http://www.ctlawhelp.org)

If you're over 60, call your local legal aid office:

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<tr>
<td>Eastern CT</td>
<td>800-413-7797</td>
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<tr>
<td>Western CT</td>
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<tr>
<td>Hartford Area</td>
<td>800-809-4434</td>
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<tr>
<td>New Haven Area</td>
<td>203-946-4811</td>
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Statewide Legal Services
1-800-453-3320 or 860-344-0380

Search our website for help:

[www.ctlawhelp.org](http://www.ctlawhelp.org)

This booklet was produced by Connecticut Legal Services, Greater Hartford Legal Aid, New Haven Legal Assistance Association, and Statewide Legal Services of Connecticut. The information in this booklet is based on laws in Connecticut as of 2/2019. We hope that the information is helpful. It is not intended as legal advice. For advice on your situation, call Statewide Legal Services or contact a lawyer.

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Does the landlord have to obey the Commission?
Yes. If the landlord does not obey the Commission or gives you a hard time because of your complaint, the Commission can fine the landlord and order him or her to act appropriately.

Remember to report any problems to the Commission.

Notes

Security Deposits

Before you move into an apartment, the landlord may ask you to pay the first month’s rent and a security deposit. The landlord must return all of your deposit (plus interest) when you move out unless your apartment was damaged. If there are damages to the apartment, the landlord can use some or all of the security deposit to pay for the damages.

How much can the landlord charge me for a security deposit?
In Connecticut, the landlord can charge a maximum of 2 months’ rent for a security deposit.

If you are 62 years or over, the landlord can only charge an amount equal to 1 month of your rent.

How can I make sure I get my security deposit back?
Before you move in:

- Pay your security deposit with a check or a money order. Do not pay in cash. Get a receipt and make sure the receipt is clear, with the date, the amount, the type of payment, and who the money was paid to. Keep the receipt in a safe place. Take a photo of the receipt and send that photo to your own email and to another person you trust for safekeeping.
- Take photos or make notes about problems with the apartment when you move in and keep them in a safe place. This can help you prove what damage was already there before you moved in.
While you live there:

- The landlord must keep your security deposit in a special bank account and return it to you when you move out.

- The landlord must pay you interest on your security deposit each year. If you have lived there for a long time and have never gotten any interest payments, the landlord may owe you for overdue interest.

- If something breaks, take notes about what happened and tell the landlord right away, especially if it is something big. For example, a sink handle or door handle may come loose while you are living in your apartment. If you don’t report it, the landlord might assume you broke the handle and charge you to replace it when you move out. If the damage is expensive to repair (for example, a toilet overflows and ruins the floors), you should have a clear conversation with the landlord about who is paying for the repair. Take notes about your conversation and keep them in a safe place.

When you move out:

- Take notes or photos of any problems with the apartment. The landlord must not charge you for normal wear and tear, but you can be charged for damages to the apartment. If you break something, tell the landlord and be clear about what happened. Remember: Damage is more than just normal wear and tear. For example, small holes from putting pictures on the wall is normal wear and tear. An example of damage would be a big hole from where a doorknob hit a wall after someone pushed it too hard.

What happens after the hearing?

The Fair Rent Commission will send you a letter with their decision. The decision might say:

- The rent increase is fair and order you to pay it. If you do not agree, you can appeal in court. Contact Statewide Legal Services for help appealing.

- The rent increase is unfair, lower your rent, and order the landlord to accept that amount.

- The landlord must raise your rent over time so you won’t have to pay the increased amount right away.

- Rent cannot increase until repairs are made. If this happens, you may have to pay your rent to the Commission for a while. They will not give the rent money to your landlord until repairs are made. The Commission may ask another agency to make sure your landlord makes the repairs.

How will the Commission decide?

The Commission considers many things, especially:

- the rent for similar units in your area,
- your income and your ability to pay the higher rent,
- if your unit is in good condition or if it needs repairs,
- the landlord’s costs and how the rent increase will be used,
- the amount of the increase and any other recent rent increases,
- damage to the apartment beyond normal wear and tear, and
- if the unit is furnished or includes utilities.
How can I get ready for the hearing? Continued...

- Make two copies of these papers:
  - proof of your income (such as paycheck stubs or welfare forms);
  - copies of your utility bills if you pay utilities and they are high; and
  - the Housing Code Office’s report or Health Department report, if there are any;

- Write notes to help you remember what you want to say, and practice saying it. If you get nervous, you can read from your notes.

- Describe any unsafe, unhealthy, or unlawful conditions in your apartment such as pests, leaks, or no water. Bring photos that show these problems.

- You have the right to have a lawyer speak for you at the hearing.

What happens at the hearing?

- You, the landlord, and any witnesses must take an oath to tell the truth.

- You and your landlord will each get a chance to speak, show important papers and photos, and call witnesses.

- You have the right to ask questions of your landlord and the landlord’s witnesses.

- The Commission will record the hearing and decide your case later.

Keep in mind: The law says that if you break the rules of your lease, the landlord can keep some or all of your security deposit. For example, if your lease says you can’t have pets but you keep one anyway, the landlord might keep some or all of the security deposit if the pet damages the apartment.

- Write a letter asking your landlord to return your security deposit. Your letter must include an address where a check can be mailed to you.

- Make 3 copies of your letter. Mail 2 copies to the landlord separately. Mail one copy using regular mail. Mail the other letter using certified mail with a return receipt requested or send it so you can track it (the US Post Office offers delivery confirmation) Keep one copy for your records.

- Even if there is a new landlord, you still have the right to get your deposit back. The landlord must return all of your security deposit (plus interest) when you move out unless your apartment has been damaged beyond normal wear and tear.

What should my letter to the landlord say?

Your letter should look like this:

To: [Landlord’s name]
[Landlord’s address]
[Date]

I was a tenant at: [Address of the place you rented].

My move-out date: [Date you moved].

The law says you must return my security deposit, [list amount] plus interest, within 30 days of receiving this letter. Please mail it to me at this address: [List address where you can get mail].

[Your signature, date, and printed name]
How much time does the landlord have to return my security deposit?

Usually, the landlord has up to 30 days to return your deposit with interest after getting the letter with your new address.

If there was damage to the apartment, the landlord will probably return your deposit with interest minus the cost of repairing the damage. The landlord must also send you a list of the estimated or actual costs for the repairs—what the damage was and what it cost to fix.

If the landlord doesn’t return your deposit or give you a list of repairs within 30 days of when you moved out and gave the landlord your new address, the law says they must pay you double your security deposit plus interest.

How do I know if the interest paid is correct?

You can check with the Department of Banking. The rates change every year.

- Call 860-240-8154 or 1-800-831-7225 ext. 8154.
- Visit the Connecticut Department of Banking website at www.ct.gov/dob and click on the link to Landlord/Tenant.

Note: The landlord does not have to pay you interest for any month when you were 10 or more days late with your rent and you were not charged a late fee.

Warning: Always pay by check or money order. Do not pay cash. Write “Rent in full for the month of _____” on your check.

What happens after I file a fair rent complaint?

The Commission will investigate your complaint and schedule a hearing. But first, they may meet with you and your landlord to see if you can make an agreement.

You don’t have to make an agreement with your landlord, but you can if the agreement seems fair to you. If you can’t make an agreement, tell the Commission you want a hearing.

Can my landlord evict me if I file a fair rent complaint?

No. The law says your landlord cannot evict you just because you filed a complaint. But you can be evicted if you don’t pay your rent each month.

If your rent is paid and your landlord tries to evict you after you filed a complaint, call Statewide Legal Services at 860-344-0380 or 1-800-453-3320 and contact the Fair Rent Commission right away.

How can I get ready for the hearing?

- Before the hearing, tell the Commission if you want copies of city or town documents such as code enforcement or health department reports about your property.
- Also tell the Commission if you would like a witness such as a repair person, a code inspector, or a town employee to speak at the hearing. If witness refuses to go to the hearing, ask the Commission to order (or subpoena) the witness to go to court and to bring the documents you need to help your case.
You can file a complaint with the Fair Rent Commission if

- the rent increase seems too high;
- your rent seems unfair because your apartment is unsafe, has unhealthy conditions, or violates the housing code;
- you complained about the conditions in your apartment and the landlord raised the rent in response to your complaint; or
- your landlord wants you to pay for utilities that used to be included in your rent.

To file a claim with the Fair Rent Commission about a rent increase, you must have lived in your apartment for at least 3 months. You do not need a lawyer or a written lease.

**How do I file a complaint with the Fair Rent Commission?**

- Dial 2-1-1 or go to http://uwc.211ct.org/fair-rent-commissions-connecticut to find a Fair Rent Commission office. Not all towns have a Commission. You can also contact the State of Connecticut Department of Housing.

- Ask for a complaint form and fill it out.
- Make two copies of your complaint and keep one for yourself.
- File your complaint with the Commission.

**Do I pay the same amount of rent after I file my fair rent complaint?**

Every month until the Commission decides your case, you must pay your landlord the old rent amount, or a higher rent amount that seems fair to you.

**What if the landlord doesn’t return some or all of my security deposit?**

You can sue the landlord in small claims court if

- the landlord doesn’t respond to you within 30 days; or
- you don’t agree that there were damages to the apartment or with the amount you were charged.

You will have to file court forms and go to court to explain your case. You do not need a lawyer for small claims court. For more information, see the legal aid booklet, *Small Claims Court*, or the Connecticut Judicial branch website for information about bringing a small claims case.

You can file a complaint with the Connecticut Department of Banking if

- you gave the landlord your new mailing address using certified mail with a return receipt requested, and
- the landlord does not return your deposit or only returned part of your deposit without giving you the list of repairs.

You can get a complaint form at the Connecticut Department of Banking website (www.ct.gov/dob). Send your complaint and copies of the documents they ask for to:

**Security Deposit Investigator**

Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
Email: dob.sd@ct.gov
Tel: 860-240-8154 or 800-831-7225, ext. 8154
Fax: 860-278-7014
**Special rules for seniors**

- People who are 62 years or over cannot be charged more than one (1) month’s rent for the security deposit.
- After one (1) year of living in public senior housing, the entire security deposit plus interest must be returned to the senior.

**Rent Increases**

**When can the landlord raise my rent?**

*If you have a written lease* that has not expired, your landlord is not allowed to raise the rent unless the lease says so.

*If you don’t have a written lease,* your landlord can raise the rent anytime.

**Note:** Whether you have a written lease or not, your landlord is not allowed to raise your rent (or take away services such as utilities) if *in the last 6 months,* you

- asked your landlord to make repairs in your apartment;
- complained to the health department, housing code office, or the Fair Rent Commission;
- filed court papers because your landlord isn’t making necessary repairs in your apartment; or
- joined a tenants’ union.

Even if your apartment needs repairs, you must pay your rent on time or your landlord can evict you.

For more information about what to do if your apartment needs repairs, see the legal aid booklet: *Tenants’ Rights: Repairs.*

**What if I am a senior or I have a disability?**

If you are a senior or you have a physical disability and you live in a building with 5 or more units or you live in a mobile home, your landlord must **not** raise the rent unless the amount is reasonable.

If the rent increase does not seem reasonable to you, you can

- file a complaint with your local Fair Rent Commission,
- sue your landlord to stop the rent increase, or
- talk to a lawyer.

**Can I be evicted for not paying the rent increase?**

If you and the landlord can’t agree on the rent increase, you will have to move. If you don’t move, your landlord can start an eviction against you.

**Can I do anything about a rent increase?**

Yes. You can ask the landlord to keep your rent the same or make it a smaller increase.

*If the landlord agrees,* put your agreement in writing. This will be your new written lease.

*If the landlord does not agree,* send the landlord a letter saying you don’t agree to the new amount. Continue paying the old rent, or pay an increase that you think is reasonable. Always pay on time and pay by check or money order. Write “Rent in full for the month of ___” on your check or money order.

Then, contact the Fair Rent Commission. They can look at your situation and decide if your rent or rent increase is too high or unfair.