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## DMOC CLIENT ALERT

### Emergency Measures Involving Residential Landlords and Tenants

On April 10, 2020, Governor Lamont issued Executive Order No. 7X related to the protection of public health and safety during the COVID-19 pandemic. Among other things, this Order amended certain sections of the Connecticut General Statutes related to payment of rent and commencement of summary process proceedings for residential landlords and tenants during the next 90 days. The specific measures include:

- **No Notices to Quit or Service of Summary Process before July 1, 2020.** A landlord is not permitted to serve a notice to quit, or serve or return a summary process complaint, prior to July 1, 2020, regardless of the reason. The only exception is for a claim of “serious nuisance” as defined in Connecticut General Statutes Section 47a-15, such as inflicting or threatening to inflict bodily harm on the landlord or another tenant, willful destruction of the leased premises, conduct which causes a serious danger to the landlord or other tenants, or using the premises for prostitution or the illegal sale of drugs. From a practical standpoint, the Housing Division of the Connecticut Superior Court has not been addressing regular summary process business since March 13, 2020 and will not be doing so until further notice. Even if regular operations resume prior to July 1, there can be no new summary process cases commenced until after July 1, 2020 so presumably the courts will be addressing the backlog of current cases.
- **Automatic 60-Day Grace Period for April 2020 Rent.** The Order provides a residential tenant with an automatic 60-day grace period to pay rent due for the month of April 2020. The order prevents a landlord from declaring a default, serving a notice to quit, or commencing a summary process action for non-payment of April 2020 rent as long as the tenant pays that rent within 60 days of its due date. The Order also prohibits the landlord from reporting the rent late to credit bureaus or otherwise retaliating against the tenant.
- **Tenants May Request 60-day Grace Period for May 2020 Rent.** If the tenant notifies the landlord in writing on or before the 9<sup>th</sup> day after May 2020 rent is due, the tenant is also entitled to a 60-day grace period to pay May 2020 rent. The writing must state that the tenant has become fully or partially unemployed, or otherwise suffered a reduction in revenue or increase in expenses, due to the COVID-19 pandemic.
- **Tenants May Request Application of Additional Security Deposit to Rent.** The tenant, upon written request, can direct the landlord to apply all or any portion of a security

deposit that exceeds one-month's rent to the payment of April, May or June 2020 rent. If the additional security deposit is applied in this manner, the landlord cannot request the additional security deposit to be replenished until the end of the public health emergency declared by the Governor on March 10, 2020, including any extension thereof.

### **Answers to Common Questions**

The following is intended as general guidance:

**How does a tenant obtain the 60-day grace period?** For April 2020 rent, the grace period is automatic – the tenant does not have to do anything. For May 2020 rent, the tenant has to notify the landlord in writing that he or she has become unemployed or underemployed, or otherwise suffered a decrease in revenue or increase in expenses, within 9 days from when the May 2020 rent is due. If the written notice is provided, the tenant receives a 60-day grace period to pay the May 2020 rent.

**Is the April and May 2020 rent forgiven?** No. Although the Order provides a tenant with grace periods to pay April and May rent, the tenant remains obligated to the landlord for the full amount of the rent and otherwise remains obligated comply with all terms of the lease. The tenant will still have to pay the full rent due of April and May of 2020, he or she just has a grace period of 60 days to do so.

**Can the landlord charge a late fee for April or May 2020 rent?** No, as long as the tenant pays within the 60-day grace period.

**When is June 2020 rent due?** June 2020 monthly rent remains due at the time set forth in the lease with the regular 9-day statutory grace period. June 2020 monthly rental payments are not affected by the order. So if the lease provides for payment of monthly rent on the first of the month, June rent must be paid on or before June 10, 2020.

The attorneys at Diserio Martin are available and remain committed to helping our clients during this crisis. If you have any questions regarding these orders, or any other landlord-tenant issues during the COVID-19 emergency, please do not hesitate to contact us.

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