

**Town of Windham  
Town Council  
ORDINANCE**

**Ordinance No. 2876**

**Section 1. Creation of Fair Rent Commission**

- (a) Pursuant to and in conformity with C.G.S. §§ 7-148b through 7-148f, 47a-20 and 47a-23c, there is hereby created a Fair Rent Commission ("Commission") for the purpose of controlling and eliminating excessive rental increases for housing accommodations within the town of Windham, and to carry out the purposes, duties, responsibilities and all provisions of the above-described sections and any other sections of the statutes, as they may be amended from time to time, pertaining to fair rent commissions.
- (b) The Commission shall consist of 5 members and 2 alternate members, all of whom shall be residents of the Town of Windham, appointed by the Town Council. Of the five (5) regular members, at least one (1) shall be a landlord and one (1) shall be a tenant. The other members shall be resident non-landlord homeowners. Among the alternate members, one (1) shall be a landlord and one (1) shall be a tenant. The members and alternates shall be appointed by the Town Council. A quorum shall consist of three (3) members or seated alternates. Members of the commission shall serve without compensation.
- (c) At the first appointment of members to the Commission, three members of the Commission shall be appointed for four years, and two members for two years, and thereafter all terms shall be for four years. At the first appointment of alternate members, one shall be appointed for four years and one for two years, and thereafter all terms shall be for four years. Vacancies on the Commission shall be filled, within a reasonable time, in the manner of original appointment for the unexpired portion of the term. Any member of the Commission may be reappointed in the manner of original appointment.
- (d) Any regular or alternate member of the Commission who during his/her term loses the eligibility status (either landlord, tenant, or elector) that he or she had to qualify for appointment shall, shall upon confirmation in writing by the Town Clerk, cease to be a member of the Commission. Further, by authority of Charter Section VII-14, The Town Council may remove any regular or alternate member of the Commission, and good cause shall be failure to attend three consecutive regular meetings of the Commission.

**Section 2. Definitions**

For the purpose of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Commission”: The Fair Rent Commission of the Town established in accordance with the provisions of C.G.S §§7-148b through 1-148f, §47a-20 and §47a-23c and this Ordinance.

“Days”: shall have the meaning set forth in the Charter of the Town of Windham.

“Housing Accommodation”: Any building or structure containing living quarters occupied, or intended for occupancy as a place of residence, including any land or building appurtenant thereto, and mobile manufactured homes and mobile manufactured home park lots except the following:

1. A hospital, convent, monastery, asylum, public institution, college or school dormitory, or any institution operated for charitable or educational purposes.
2. Accommodations rented on a seasonal basis.
3. Properties owned or operated by the United States or the State of Connecticut.

“Human Services”: The Town of Windham Human Services Department, acting through its director and staff.

“Landlord”: The owner, lessor, or sub-lessor of any housing accommodation, including a Person who manages a housing accommodation owned by someone else and including any Person leasing or subleasing any housing accommodation under any order of a state or federal court.

“Mobile manufactured home park lot”: a lot or area rented for the placement of a mobile manufactured home.

“Party”: Any landlord or tenant engaged in the complaint process as a Respondent or Complainant.

“Person”: Any individual, partnership, corporation, company, partnership, association or other business entity, Tenants Union Representative, or other association or group.

“Rental Agreement”: All agreements, whether written or oral or both, embodying the terms and conditions concerning the use and occupancy of a housing accommodation.

“Rental Charges”: Any consideration, monetary or otherwise, including any bonus, benefit, or gratuity, demanded or received, for the use or occupancy of any Housing Accommodation, including any fee or charge in addition to rent that is imposed or sought to be imposed upon a tenant by a landlord, including but not limited to late fees, pet fees, parking fees and utilities.

“Seasonal Basis”: Housing Accommodations rented for a period or periods aggregating not more than one hundred and twenty (120) days in any one calendar year.

“Tenant”: A person who leases or rents or in any other legal way occupies any Housing Accommodation as a residence for himself or herself or his or her immediate family.

“Tenants Union”: For purposes of this ordinance, a “Tenants Union” shall be defined as two or more Tenants or rental properties located in the Town of Windham, engaged in concerted

activities for their mutual aid or protection regarding the terms and conditions of their rental housing.

“Tenants Union Representative”: means the person designated by the members of a tenants’ union to represent it in connection with any studies, investigations, hearings involving that union or its members. Such person is not required to be a Tenant or resident of the Housing Accommodation but shall be duly authorized by a Tenant in writing.

### **Section 3. Powers of the Commission**

(a) The Commission’s powers shall include the power to:

- (1) Receive complaints, inquiries, and other communications concerning alleged excessive rental charges and alleged violations, including retaliation, of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, C.G.S. 21-80a and C.G.S. § 47a-23c in housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction.
- (2) Make such studies and investigations regarding rental housing within the Town as it deems appropriate to carry out the duties and responsibilities delegated hereunder, and subject to the terms, limitations and conditions set forth herein;
- (3) Conduct hearings on complaints or requests for investigation submitted to it by any Person, subject to the terms, limitations and conditions as set forth herein;
- (4) Compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions;
- (5) Determine, after a hearing as set forth herein, whether or not the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
- (6) Determine, after a hearing as set forth herein, whether the housing accommodation in question fails to comply with any municipal ordinance or state statute or regulation relating to health and safety;
- (7) Determine, after a hearing as set forth herein, whether a landlord has engaged in retaliation in violation of Section 6 below and make such orders as are authorized herein;
- (8) Request, and with permission or other legal authority conduct, an inspection or other action of the accommodations that are the subject of a complaint or investigation to be administered by the appropriate municipal agency.
- (9) Upon approval of the Town Manager, hire or retain any expert real estate appraisers or other competent experts to advise it.

- (10) Order a reduction of any excessive rent to an amount which is fair and equitable, and make such other orders as are authorized herein;
- (11) Order the suspension or reduction of further payment of rent by the Tenant until such time as the Landlord makes the necessary changes, repairs or installations so as to bring such housing accommodation into compliance with any municipal ordinance or state statute or regulation relating to health and safety;
- (12) Establish an escrow account with a bank or financial institution into which it shall deposit all rent charges or other funds paid to it pursuant to Section 5 herein, and which account shall be managed by the Town of Windham Finance Department in accord with the Town's financial policies; and
- (13) Carry out all other provisions of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, 21- 80a and C.G.S. § 47a-23c as now existing and as hereinafter amended, as they apply to fair rent commissions.
- (14) To assess fines against any Person or Persons who violate or refuse to obey an order of the commission pursuant to C.G.S 7-148f.

#### **Section 4. Organization and Procedures**

- A. Human Services shall be responsible for the collection, screening, recording and dissemination of complaints and related documents for the Commission, and may participate in conjunction with other pertinent town departments in the investigation, conciliation and/or administration of complaints and of hearings held by the Commission,
- B. The Commission shall not order any rent reduction or make any determination that a rent is too excessive as to be harsh and unconscionable, except on the concurring vote of a majority of the members present at the hearing.
- C. The Commission shall conduct regular meetings, open to the public, to transact whatever business is properly before the Commission. The Commission shall determine the time, dates, and places of the meetings and shall announce the same in advance of the meetings.
- D. In accordance with the provisions of the general fund and operating budget, the Commission **Shall** be assigned staff at Human Services as deemed necessary to the administration of this ordinance, to keep its records, to handle its correspondence, to supervise and direct the administration of this subchapter, and generally to perform such other functions as may be assigned by the Commission.
- E. Commissioners are required to take training at least one time per year. Notwithstanding, failure to do so shall not affect the legality of any proceeding, action or decision by the Commission.
- F. The Commission shall report monthly to the Town Council on the number of new complaints, the status of complaints, inspections, correction plans, and remediation plans.

## Section 5. Determination of Excessive Rent

(a) In determining whether a rental charge or a proposed increase in a rental charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, the Commission shall consider such of the following circumstances as are applicable to the type of accommodation:

- (1) The rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality;
- (2) The sanitary conditions existing in the housing accommodations in question;
- (3) The number of bathtubs or showers, flush waste closets, kitchen sinks and lavatory basins available to the occupants thereof;
- (4) Services, furniture, furnishings and equipment supplied therein;
- (5) The size and number of bedrooms contained therein;
- (6) Repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein;
- (7) The amount of taxes and overhead expenses thereof;
- (8) Whether the accommodations are in compliance with the ordinances of and the General Statutes of the State of Connecticut relating to health and safety;
- (9) The income of the petitioner and the availability of accommodations;
- (10) The availability of utilities;
- (11) Damages done to the premises by the tenant, caused by other than ordinary wear and tear;
- (12) The amount and frequency of increases in rental charges; and
- (13) Whether, and the extent to which, the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations.

Nothing in this section shall preclude the Commission from considering other relevant circumstances.

(b) The rent of a Tenant protected by C.G.S. § 47a-23c who files a complaint with the Commission pursuant to C.G.S. § 47a-23c(c)(2) may be increased only to the extent that such increase is fair and equitable, based on the criteria set forth in C.G.S. § 7-148c.

## Section 6. Procedures and Hearing on Complaints

- (a) Any Tenant, Tenants Union or Tenants Union Representative may file a written complaint alleging a violation of this ordinance. Such complaint shall contain the following information: (i) the applicant's name and home mailing address; (ii) a copy of the signed lease or an affidavit indicating the monthly rent and such other information regarding the tenancy that the applicant deems appropriate; (iii) documentation of the current rent and the proposed rent increase; (iv) a written summary of why such increase is excessive; (v) a written account of conditions of the Housing Accommodation, if any, that are alleged to be in violation of a Town or State code or statute; and (vi) such other information as the Commission or Human Services may require. Such a complaint shall be filed with Human Services in accordance with the instructions of Human Services.
- (b) Upon the filing of a complaint, Human Services promptly shall notify all parties to the complaint in writing. Such notice shall also inform the parties that the Landlord is prohibited from retaliating against the Tenant (Tenants Unions or Tenants Union Representative) due to the filing of the complaint. It shall also inform the parties that, until a decision on the complaint is made by the Commission, the Tenant's liability shall be for the amount of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent, and that an eviction based upon non-payment of rent cannot be initiated against a tenant who continues to pay the last agreed-upon rent during the pendency of the fair rent commission proceeding. Within thirty (30) days of providing such notice, Human Services with other town departments as required may conduct an investigation into the allegations, and in so doing may conduct a site visit, review records, and interview the parties and other witnesses. Observations during, and conclusions from, the investigation may be reduced to memorandum form.
- (c) If a complaint alleges housing conditions that violate a housing, health, building or other code or statute, the Commission or Human Services shall notify the appropriate municipal office or agency, which may then exercise its own legal authority. In addition, the Commission may request that the appropriate municipal official or agency promptly investigate and provide a report to the Commission.
- (d) If two or more complaints are filed against the same landlord by or on behalf of Tenants occupying different rental units in the same building, complex, or mobile home park that appear to raise the same or similar issues, the Commission may consolidate such claims for hearing.
- (e) If mediation is attempted but does not resolve the complaint, or if Human Services determines that mediation is not appropriate, Human Services promptly shall forward the complaint to the Commission and upon receipt of that complaint, the Commission shall schedule a hearing no later than 30 days from receiving the complaint or the completion of Human Services investigation, whichever is later. Written notice of the date, time, and place of the hearing shall be given to the parties to the complaint at

least ten (10) days prior to the hearing by first class and certified mail and, if practicable, by electronic mail.

- (f) All parties to a hearing shall have the right to be represented, to cross-examine witnesses, to examine documents introduced into evidence, and to call witnesses and introduce evidence. The testimony taken at a hearing shall be made under oath. Hearings shall be recorded.
- (g) In the event that there is insufficient time to complete a hearing or for other cause, the Commission shall have the power to adjourn the hearing to another time and date.
- (h) No sale, assignment, transfer of the housing accommodation in question or attempt to evict the tenant shall be cause for discontinuing any pending proceeding nor shall it affect the rights, duties and obligations of the Commission or the parties.

### **Section 7. Rent Reduction Order and Repairs**

- (a) The Commission shall render its decision at the same meeting at which the hearing on the complaint is completed or within thirty (30) days following such date, unless impracticable. In accordance with the state Freedom of Information Act, both the hearing itself and the deliberation by the Commission shall be open to observation by the public. Until a decision on the complaint is made by the Commission, the tenant's liability shall be for the amount of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent.
- (b) If the Commission determines after a hearing that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive, based on the standards and criteria set forth in Section 3, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable, effective the month in which the tenant filed the complaint. A Commission's orders may include, but are not limited to, a reduction in a rental charge or proposed rent increase; a delay in an increased rental charge until specified conditions, such as compliance with municipal code enforcement orders, have been satisfied; or a phase-in of an increase in a rental charge, not to exceed a fair and equitable rent, in stages over a period of time. Commission orders shall be effective for at least one (1) year from the date of issuance, unless the Commission otherwise orders.
- (c) If the Commission determines after a hearing that a housing accommodation fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, the Commission may order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring the housing accommodation into compliance with such laws, statutes, or regulations. If the Commission's order constitutes a complete suspension of all rent, the rent during such period shall be paid to the Commission to be held in escrow in a separate account that shall be

established under Section 3(a)(12) hereof. Upon the landlord's full compliance with such ordinance, statute or regulation for which payments were made into such escrow, the Commission shall distribute said funds to the Landlord.

### **Section 8. Retaliation**

- (a) No landlord shall engage in retaliatory actions against a Tenant who files or prosecutes a complaint under this Ordinance. Such retaliatory actions by a landlord include but are not limited to the following:
- (1) Engaging in any action prohibited by C.G.S. § 47a-20 or § 21-80a within six months after any event listed in such statutes, including but not limited to within six months after the tenant has filed a complaint with the Commission;
  - (2) Refusing to renew the lease or other rental agreement of any Tenant; unless summary process has already been commenced prior to the date of the complaint and is pending, bringing or maintaining an action or proceeding against the tenant to recover possession of the dwelling unit; demanding an increase in rent from the tenant; decreasing the services to which the tenant has previously been entitled; or verbally, physically or sexually harassing a Tenant because a Tenant has filed a complaint with the fair rent commission;
  - (3) Engaging in any other action determined by the Commission, after a hearing, to constitute landlord retaliation as set forth in C.G.S. 7-148d(b).
- (b) In the initial notice, and of scheduling a hearing or conciliation on a complaint, and in its notice of decision, the Commission shall include notice, in plain language, to Landlords and Tenants, that retaliatory actions against tenants are prohibited.
- (c) Any Tenant who claims that the action of his or her Landlord constitutes such a retaliatory action may file a notice of such claim with the Commission. If the Commission determines, after a hearing, which hearing shall be expedited, that a Landlord has retaliated in any manner against a Tenant because the Tenant has complained to the Commission, the Commission may dismiss the complaint or order the landlord to cease and desist from such conduct and order the landlord to withdraw or remediate such conduct as has already occurred.

### **Section 9. Appeals**

Any person aggrieved by any order or decision of the Commission may appeal to the Superior Court within thirty (30) days of the issuance of the written notice of the decision to the parties. Such notice shall include notice of the right to appeal, the court to which an appeal may be taken, and the time in which an appeal must be filed. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.



**Section 10. Failure to Comply with Commission Orders**

- (a) Any person who violates any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, and no appeal pursuant to § 7-148e is pending, or who violates any other provision of this chapter or C.G.S. § 47a-20 or 21-80a or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than \$50 and not more than \$250 for each offense. If such offense continues for more than five days without it being appealed, it shall constitute a new offense for each day it continues to exist thereafter.
  
- (b) The Commission, in its own name or through the municipality, may bring a civil action to any court of competent jurisdiction or take any other action in such a court to enforce any order of the Commission made pursuant to this subchapter, or to enjoin a violation or threatened violation of any order of the Commission.

Introduced By: 

Date: 3/19/24

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