

**Sec. 8-68f-12. Termination of the Lease**

(a) The lease shall provide procedures to be followed by the landlord and the tenant in terminating the lease, including that the landlord shall not terminate or refuse to renew the lease other than for:

- (1) Serious or repeated violations of material terms of the lease;
  - (2) The failure to make payments for rent or other charges due under the lease;
  - (3) The failure to fulfill the tenant's obligations, as described in section 8-68f-7 of the Regulations of Connecticut State Agencies;
  - (4) The tenant's income exceeding an income limit for the applicable housing program;
- or

- (5) Other good cause, which shall include, but not be limited to, the following:
  - (A) The failure to accept the landlord's offer of a lease within the time period specified in the lease;
  - (B) The failure to comply with the landlord's rules and regulations adopted in accordance with section 47a-9 of the Connecticut General Statutes and section 8-68f-14 of the Regulations of Connecticut State Agencies;
  - (C) Conviction of a member of the household for a felony as provided in section 8-68f-12(b)(3) of the Regulations of Connecticut State Agencies;
  - (D) Discovery after admission of facts that made the tenant ineligible; or
  - (E) Discovery of a material false statement or fraud by the tenant in connection with an application for assistance with housing or with reexamination of income.

(b) The landlord shall give written notice of the termination of the lease of not less than fourteen (14) days in the case of the failure to pay rent. In other cases, considering the seriousness of the situation, a reasonable period of time shall be provided, but not to exceed thirty (30) days in any of the following:

- (1) If the health or safety of other tenants, the landlord's employees, or persons residing in the immediate vicinity of the dwelling unit or premises is threatened;
- (2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
- (3) If any member of the household has been convicted of a felony that threatens the health, safety or right to peaceful enjoyment of the dwelling unit or premises by other tenants or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.

(c) The termination notice shall state the reasons for the termination, shall inform the tenant of the tenant's right to examine the landlord's documents directly relevant to the termination and to make such reply as the tenant may wish, and of the tenant's right to request an informal settlement in accordance with the landlord's grievance procedure;

(d) The landlord shall not be required to grant a hearing for any grievance concerning a termination of tenancy or eviction that involves:

- (1) Any criminal activity that threatens the health or safety of other tenants, the landlord's employees, or persons residing in the immediate vicinity of the dwelling unit or;
- (2) Any criminal activity by a member of the household connected to any violent or drug-related criminal activity on or off the premises; or
- (3) Any criminal activity by a member of the household which has resulted in a felony

*Regulations of Connecticut State Agencies*

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conviction.

(e) If a determination has been made that the complainant's grievance is not eligible for a hearing, such determination shall not constitute a waiver of the complainant's right to contest the landlord's disposition of the grievance in an appropriate judicial proceeding.

(f) A notice to quit, required by section 47a-23 of the Connecticut General Statutes, may be combined with, or run concurrently with, a termination notice.

(g) When the landlord is not required to grant a hearing, the termination notice shall state that the tenant is not entitled to a hearing on the termination and shall state the reason.

(Effective July 11, 2014)