

Sec. 8-68f-5. Tenant's Right to Use and Occupancy

(a) The lease shall provide that the tenant shall have the right to the exclusive use and occupancy of the dwelling unit by members of the household authorized to reside in the dwelling unit by the lease, including reasonable accommodation of a tenant's guests in compliance with the landlord's guest policy, if any.

(b) The lease shall provide that the tenant shall use the dwelling unit as a primary residence for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose. To the extent permitted by applicable law and with the prior written consent of the landlord, members of the household may engage in legal profit-making activities in the dwelling unit where the landlord has determined that such activities are incidental to the primary use of the dwelling unit as a residence by members of the household.

(c) With the consent of the landlord, a foster child or a live-in aide may reside in the dwelling unit. The landlord may adopt reasonable policies concerning residence by a foster child or a live-in aide, and shall detail the circumstances under which the landlord's consent will be given or denied. Under such policies, factors to be considered by the landlord may include:

(1) Whether the addition of a new occupant may necessitate a transfer of the tenant household to another dwelling unit, and whether any other dwelling units are available; and

(2) The landlord's obligation to make reasonable accommodation for persons with disabilities.

(Effective July 11, 2014)