

Understanding and Enforcing the “No – Heat” Statute



Presented by the
OFFICE OF THE CHIEF STATE'S
ATTORNEY – HOUSING BUREAU
John Kerwin

**1 Hour you'll
never get back**

Taken by the Housing Bureau



Objectives for Today

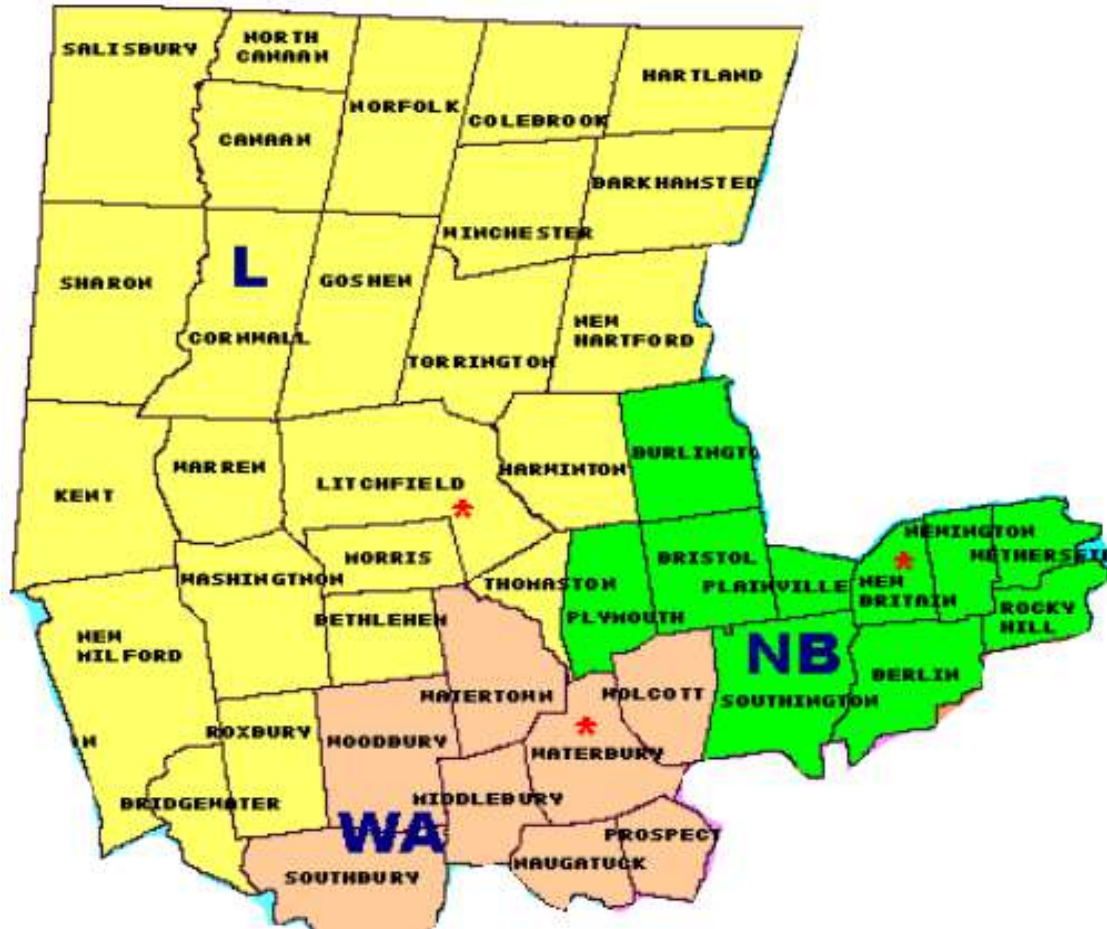
1. Understand the statutory elements of the “Essential Services/No Heat Statute,” C.G.S. § 19a-109.
2. Understand to what situations C.G.S. § 19a-109 applies
3. Understand a landlord’s responsibility and tenant’s recourse with No-heat complaints under applicable statutes
4. Identify some potential ways to restore heat in the field
5. Practice appearing attentive, while being focused entirely elsewhere.



OFFICE OF THE CHIEF STATE'S ATTORNEY
HOUSING BUREAU

Statewide Assignments by Judicial District

Litchfield, Waterbury, & New Britain Judicial Districts



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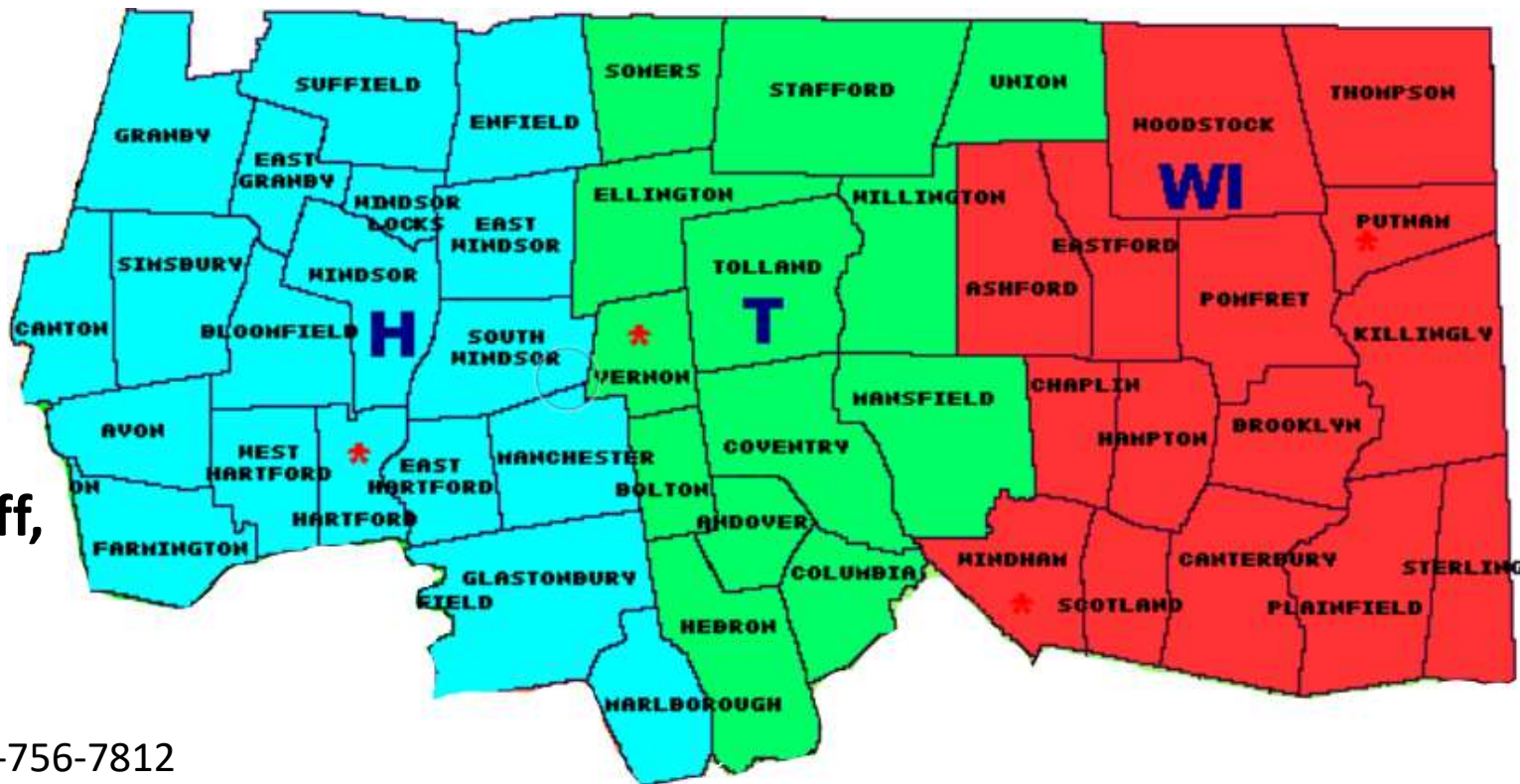
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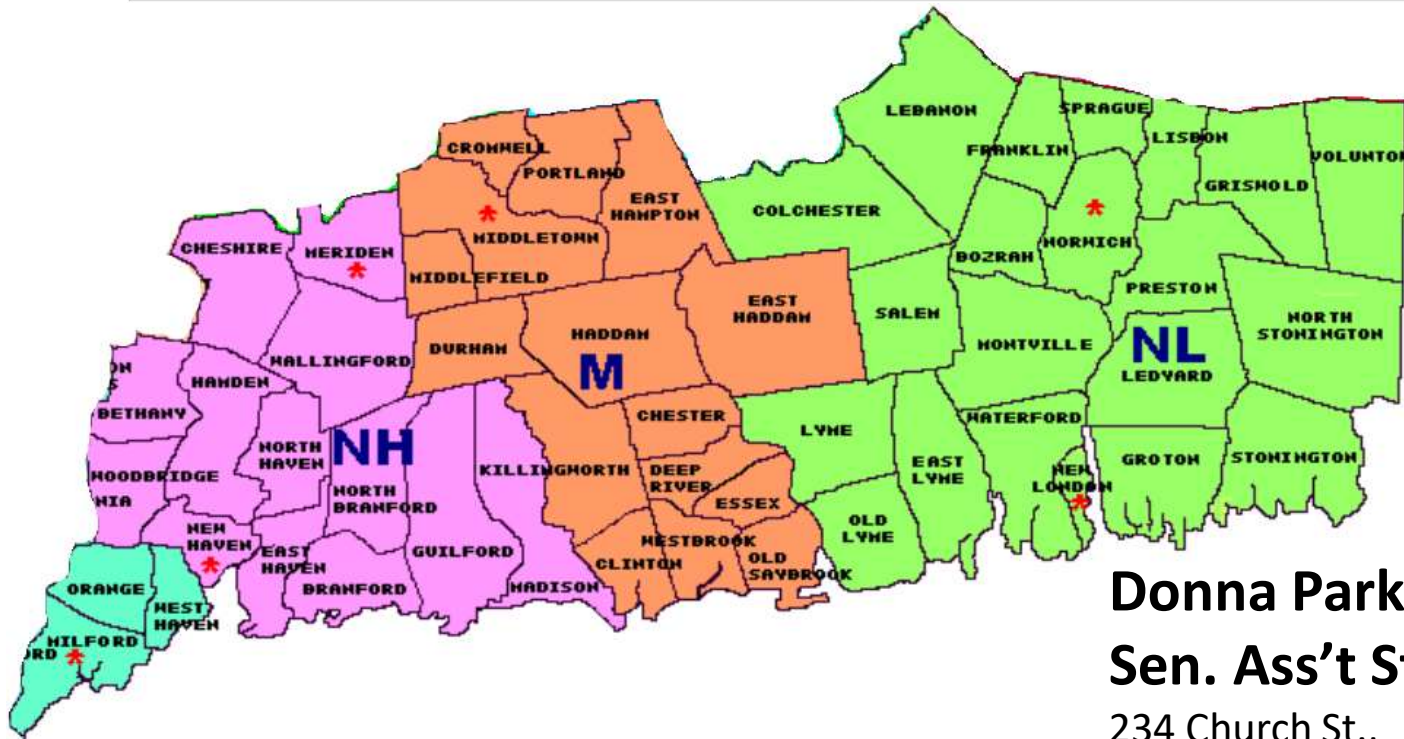
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The No Heat Statute

Conn. Gen. Stat. § 19a-109



**FAILURE
TO
PROVIDE
ESSENTIAL
SERVICES**



Enforcing the No Heat Statute,
Conn. Gen. Stat. §19a-109

PART I

**Statutory Elements of the
“Essential Services/No Heat
Statute,” C.G.S. § 19a-109**

Conn. Gen. Stat. Sec. 19a-109:

Sec. 19a-109. (Formerly Sec. 19-65). Heating and provision of utilities for buildings. Hot water. Termination of services. When any building or part thereof is occupied as a home or place of residence or as an office or place of business, either mercantile or otherwise, a temperature of less than sixty-five degrees Fahrenheit in such building or part thereof shall, for the purpose of this section, be deemed injurious to the health of the occupants thereof, except that the Commissioner of Public Health may adopt regulations establishing a temperature higher than sixty-five degrees Fahrenheit when the health, comfort or safety of the occupants of any such building or part thereof so requires. In any such building or part thereof where, because of physical characteristics or the nature of the business being conducted, a temperature of sixty-five degrees Fahrenheit cannot reasonably be maintained in certain areas, the Labor Commissioner may grant a variance for such areas. The owner of any building or the agent of such owner having charge of such property, or any lessor or his agent, manager, superintendent or janitor of any building, or part thereof, the lease or rental agreement whereof by its terms, express or implied, requires the furnishing of heat, cooking gas, electricity, hot water or water to any occupant of such building or part thereof, who, wilfully and intentionally, fails to furnish such heat to the degrees herein provided, cooking gas, electricity, hot water or water and thereby interferes with the cooking gas, electricity, hot water or water and thereby interferes with the comfortable or quiet enjoyment of the premises, at any time when the same are necessary to the proper or customary use of such building or part thereof, shall be guilty of a class D misdemeanor. No public service company or electric supplier, as defined in section 16-1, shall, at the request of any such owner, agent, lessor, manager, superintendent or janitor, cause heat, cooking gas, electricity, hot water or water services to be terminated with respect to any such leased or rented property unless the owner or lessor furnishes a statement signed by the lessee agreeing to such termination or a notarized statement signed by the lessor to the effect that the premises are vacant.

Conn. Gen. Stat. Sec. 19a-109:
the ***Text Broken Down***

When any building or part thereof is occupied as a *home or place of residence* or as an *office or place of business*, either mercantile or otherwise,
a temperature of less than *sixty-five degrees* Fahrenheit in such building or part thereof shall, for the purpose of this section, be deemed injurious to the health of the occupants thereof.
The *owner* of any building or the *agent* of such owner having charge of such property,
or any *lessor or his agent, manager, superintendent or janitor* of any building, or part thereof,
[where] the *lease or rental agreement* whereof by its terms, express or implied, *requires* the furnishing of heat, cooking gas, electricity, hot water or water to any occupant of such building or part thereof,
who, *wilfully and intentionally*, fails to furnish such heat to the degrees herein provided, cooking gas, electricity, hot water or water
and thereby interferes with the cooking gas, electricity, hot water or water and thereby interferes with the comfortable or quiet enjoyment of the premises, at any time when the same are necessary to the proper or customary use of such building or part thereof,
shall be guilty of a *class D misdemeanor*.

C.G.S. 19a-109 ELEMENTS

- The building's owner or the agent of such owner
- or lessor or his agent, manager, superintendent or janitor, any building, or part thereof,
- [when] the lease or rental agreement, express or implied, **requires** the furnishing of heat, cooking gas, electricity, hot water or water to any occupant of such building or part thereof,
- **who, wilfully and intentionally,** fails to furnish
- *(1) 65 Degrees of heat, (2) cooking gas, (3) electricity, (4) hot water or (5) water,*
- or the **facilities** to deliver the same, and thereby interferes with the comfortable or quiet enjoyment of the premises,
- shall be guilty of a class D misdemeanor.

CGS 19a-109: 65 Degree Requirement

CGS 19a-109 requires a *temperature* of at least 65 degrees to be supplied for any

- A. leased building or part thereof which is occupied as a home or place of residence, or
- B. office or place of business, i.e. commercial leased property

**65 DEGREES OF
TEMPERATURE,
NOT “SETTING ON
THERMOSTAT”**



CGS 19a-109, ESSENTIAL “FACILITIES” REQUIREMENTS

- The landlord must ALWAYS* provide *functioning utility services* (i.e. facilities) capable of generating at least 65 degrees of heat, ***EVEN IF*** the tenant is required to pay for his/her own heating fuel or electricity.

Vs.

- The landlord must provide the fuel to maintain at least 65 degrees of heat or hot water, ***EXCEPT WHEN*** the tenant assumes obligation and the fuel, electricity or water is delivered to the tenant's unit under an account **solely in the tenant's name**
- AND such account services only that tenant's unit.

PART II

Landlord's Statutory Responsibilities for Providing Heat & Facilities

CGS 19a-109: When does it impose a responsibility on Landlord or agent?

When: the lease or rental agreement whereof by its terms, *express or implied*, **requires** the furnishing of (1) heat, (2) cooking gas, (3) electricity, (4) hot water or (5) water to any occupant of such building

CGS §47a-7: Determining when heat is Required under a rental/lease agreement

CGS § 47a-7. Landlord's responsibilities. (a) A landlord shall: . . .

(4) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other *facilities* and appliances and elevators, supplied or required to be supplied by him; . . .

and (6) supply running water and reasonable amounts of hot water at all times and reasonable heat

CGS §47a-7: Exceptions: When Heat Is Not The Landlord's Responsibility

CGS § 47a-7. Landlord's responsibilities. (a) A landlord shall: . . .

(6) supply running water and reasonable amounts of hot water at all times and reasonable heat . . .

except if the building which includes the dwelling unit is not required by law to be equipped for that purpose ***or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection.***

(c) The landlord and tenant of a *single-family* residence may agree in writing that the tenant perform the landlord's duties specified in subdivisions (5) and (6) of subsection (a) and also specified repairs, maintenance tasks, alterations, or remodeling, provided the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

CGS §47a-4: Terms prohibited in a Rental Agreement

Terms prohibited in rental agreement. (a) A rental agreement shall not provide that the tenant:

(1) Agrees to waive or forfeit rights or remedies under [Section 47a-1 to 47a-20f] or

. . .

(9) agrees to pay a heat or utilities surcharge if heat or utilities is included in the rental agreement.

(b) A provision prohibited by subsection (a) of this section included in a rental agreement is **unenforceable**.

Remember:

C.G.S. §47a-7 Tenant Rights & Responsibilities
are not criminally enforceable without
separate criminal statute

C.G.S. § 19a-109 provides that criminal liability for
violation of LL's responsibility where "willful."

PART III

Responses to “No-Heat” Complaints

CGS 19a-109: Priorities

1. Assure Safety and Welfare of Tenants
2. Investigate and Determine Cause and Responsibility
3. Call Police: CGS § 19a-109 is an arrestable offense (D Misdemeanor)
4. Pursue Methods to Restore Heat
5. Educate Tenants on Civil Remedies

CGS 19a-109: Investigating Causes of No-Heat

1. Check fuel status: oil, electric, gas
2. Check lease or rental agreement provisions for responsibility (parol evidence)
3. Check if residence is capable of being supplied on a sole account
4. Check if any communication or notice has been documented—cell phones, emails

19a-109: Who Can Be Arrested?

- The owner of any building
- or the agent of such owner having charge of such property,
- or any lessor or his agent, manager, superintendent or janitor of any building, or part thereof...

19a-109: Who Can Arrest?

Police or Code Official?

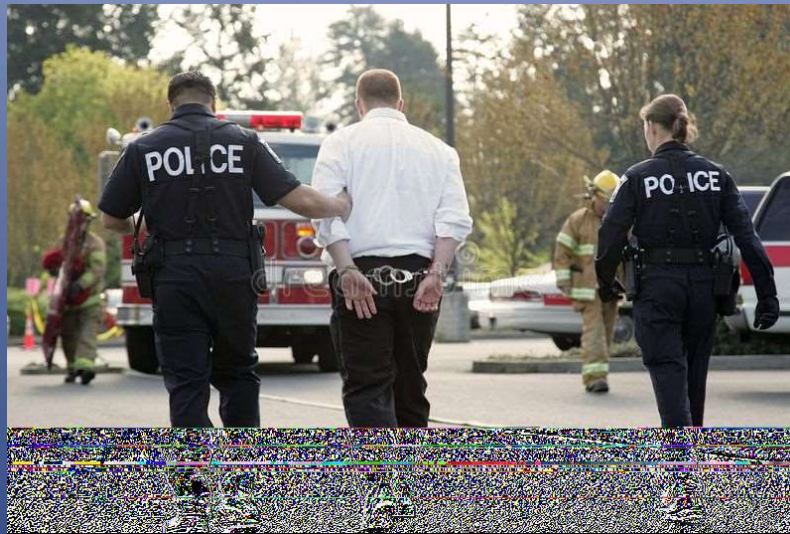
- Police have immediate arrest powers
- Code Officials have to issue NOV, await compliance and submit request for prosecution (for code violations)
- But . . .

19a-109: Who Can Arrest?

Conn.Gen.Stat. § 51-286b: The assistant state's attorney or deputy assistant state's attorney assigned to handle housing matters

- ***may initiate prosecutions*** for violations of **any** state or municipal housing or health law, code or ordinance either
- ***upon the affidavit of an individual complainant***
- or ***upon complaint from a state or municipal agency*** responsible for the enforcement of any law, code or ordinance concerning housing matters.

After Arrest . . .



Remember:
**The cold doesn't go away after you issue
a violation or apply for an arrest!**





**Chief State's Attorney's
Housing Unit
Emergency Oil Truck**

WHAT HAPPENS AFTER ARREST?

- Cited person will come to court on the assigned court date.
- Remember, just because the cited person comes to court, it does not mean compliance will be immediate.

DECEMBER 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5 ARREST	6	7	8	9	10	11
12	13	14	15	16	17 Court Date	18
19	20	21 Winter Begins	22	23	24 Christmas Eve	25 Christmas Day
26	27	28	29	30	31 New Year's Eve	

Download & Print Free Calendars From [Wiki-Calendar.Com](https://www.wiki-calendar.com)

Pretrial Release: The Sad Realities

Sec. 54-63b. Pretrial release of arrested persons. Duties of Court Support Services Division.

Uniform weighted release criteria. (b) The Court Support Services Division shall establish written uniform weighted release criteria based upon the premise that the least restrictive condition or conditions of release necessary to ensure the appearance in court of the defendant and sufficient to reasonably ensure the safety of any other person will not be endangered is the pretrial release alternative of choice. Such criteria shall be based on, but not be limited to, the following considerations: (1) The nature and circumstances of the offense insofar as they are **relevant to the risk of nonappearance**; (2) the defendant's record of previous convictions; (3) the defendant's past record of appearance in court after being admitted to bail; (4) the defendant's family ties; (5) the defendant's employment record; (6) the defendant's financial resources, character and mental condition; and (7) the defendant's community ties.



CRIMINAL PROSECUTION

WHAT HAPPENS IN COURT:

- ARRAIGNMENT & ADVISEMENT (1st Date)
- RIGHT TO COUNSEL ATTACHES
- REVIEW CHARGES AND PENALITIES
- RIGHT TO DUE PROCESS AND EQUAL PROTECTION
- RIGHT TO A SPEEDY TRIAL
- IF THE CITED PERSON IS COOPERATIVE, PROSECUTOR WILL OBTAIN AN AGREEABLE PLAN FOR COMPLIANCE
- WITH THE COURT'S PERMISSION GIVE A **CONTINUANCE DATE**, OR SCHEDULE FOR THAT COMPLIANCE



CRIMINAL PROSECUTION

WHAT ***DOESN'T*** HAPPEN IN COURT:

- NO JURISDICTION OVER PROPERTY, THEREFORE **NO ORDERS** TO CLEAN OR REMEDIATE
- JUDGE CAN'T JUST ISSUE ORDERS TO COMPLY
- JUDGE CAN'T JUST IMPOSE PENALTIES WITHOUT TRIAL AND GUILTY FINDING (TIMELY)
- THE CODE OFFICIAL (AFFIANT) CAN'T COME INTO COURT AND TELL THE JUDGE WHAT HE OR SHE WANTS
- THE COMPLAINANT CAN'T COME INTO COURT AND TELL THE JUDGE WHAT HE OR SHE WANTS

Conn. Gen. Stat. Sec. 19a-109:
*Ways to Resolve in the Field—get utilities
restored*

No *public service company or electric supplier*, as defined in section 16-1, shall, at the *request* of any such owner, agent, lessor, manager, superintendent or janitor, *cause [to be terminated the]* heat, cooking gas, electricity, hot water or water services . . . with respect to any such leased or rented property

unless

the owner or lessor furnishes a *statement signed by the lessee agreeing* to such termination

or a *notarized statement signed by the lessor* to the effect that the premises are *vacant*.

Utility Assistance

Provided below are resources and links to various programs and services and other important resources to assist with utility assistance.

Energy Assistance

Utility Assistance

Suggested Reading

Operation Fuel

In order to receive assistance from the program, households must initiate an application through their local Operation Fuel partner agency. To learn more about the Operation Fuel winter program and its eligibility criteria, dial 2-1-1 or [click here](#) to find your town.

2-1-1 Navigator

To see if you may be eligible to receive help paying for additional services, including, food, health insurance and child care? Visit our "2-1-1 Navigator Benefits Screener" to take a quick (2 minute) survey here, to see what other State and Federal programs you may qualify for:

<https://www.211navigator.org>.



[Home](#) / [State Information](#) / [Connecticut](#) / [Rental Help](#) / Help With Your Utility Bills: Connecticut

HELP WITH YOUR UTILITY BILLS: CONNECTICUT

If you need help paying your utility bills, contact one of these organizations.

- [Low-Income Home Energy Assistance Program \(LIHEAP\)](#) - fuel and weatherization assistance
- [Citizens Energy Oil Heat Program](#) - discounted home heating oil for low-income households
- [Connecticut Department of Social Services](#) - winter heating assistance program
- [Operation Fuel](#) - emergency energy assistance
- [Connecticut Network for Legal Aid](#) - know your rights
- [Make your home more energy efficient](#)

Links

- [Energy Star](#)
- [Energy-saving tips](#)
- [Home energy saver](#)



Agency

[About HUD](#)

[Secretary of HUD](#)

[Program Offices](#)

[No Fear Act](#)

[Press Room](#)

Resources

[Resources](#)

[A-Z Index](#)

[Customer Experience](#)

[FOIA](#)

[PDF Reader](#)

U.S. Department of
Housing and Urban Development

451 7th Street, S.W., Washington, DC 20410
T: 202-708-1112
TTY: 202-708-1455

[Find a HUD office near you](#)



help paying with utility bills in COnnecticut



Financial Hardship Help - Non-Profit Money Help

Find Emergency Financial **Help** with Take Charge America, a Non-Profit Focused on **Helping**.

<https://www.eversource.com> › [ct-c](#) › [help-pay-my-bill](#) ⋮

CT Energy Assistance | Help Paying CT Utility Bill | Eversource

Consider these programs to manage your monthly **utility bills**. For immediate **assistance**, call us at 800-286-2828 (electric) or 800-438-2278 (gas). You ...

[Matching Payment Program](#) · [Winter Protection Plan](#) · [Payment Plan](#) · [Budget Billing](#)

<https://www.hud.gov> › [states](#) › [renting](#) › [energyprgrms](#) ⋮

Help With Your Utility Bills: Connecticut - HUD

If you need **help paying** your **utility bills**, contact one of these organizations. Low-Income Home Energy **Assistance** Program (LIHEAP) - fuel and weatherization ...

People also ask ⋮

How can I get help with my electric bill in CT?



How do you qualify for energy assistance?



How can I get help to pay my bills?



[Feedback](#)

<https://portal.ct.gov> › [DCF](#) › [COVID-19](#) › [Utility-Assist...](#) ⋮

Utility Assistance - CT.gov

[2-1-1 Utility Assistance](#) · [Connecticut Coalition to End Homelessness](#) [Utility Assistance](#) · [Connecticut Energy Assistance Program](#) · [Help with Bills](#) · [Home Energy ...](#)

<https://www.benefits.gov> › [benefit](#) ⋮

Connecticut Energy Assistance Program (CEAP) | Benefits.gov

Low Income Home Energy **Assistance** Program (LIHEAP) is a Federally-funded program that **helps** low-income households with their home **energy bills**.

PART IV

Tenant's Responses to “No-Heat” Complaints

CGS §47a-13 Tenant's Remedies

C.G.S. § 47a-13 provides that if the landlord is . . .

- required to & fails to supply heat, running water, hot water, electricity, gas or other essential service,**
- and the failure is not beyond the LL's control . . .**

the tenant may give notice to the landlord specifying the breach and may elect to

CGS §47a-13 Tenant's Remedies

1. procure at tenant's own expense reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of noncompliance and deduct the actual and reasonable costs from the rent; or
2. procure *reasonable substitute housing* during the period of the landlord's noncompliance if the landlord fails to supply such service *within forty-eight hours* of such breach, *except if the breach is the failure to provide the same service and such breach recurs within six months, the tenant may secure substitute housing immediately*; or

CGS §47a-13 Tenant's Remedies(continued)

3. If the failure to supply such service is **willful**, the tenant may terminate the rental agreement and recover an amount not more than *two months' periodic rent or double the actual damages sustained by him*, whichever is greater. If the rental agreement is terminated, the landlord shall return all security and prepaid rent and interest required pursuant to section 47a-22, recoverable under section 47a-21.

CGS §47a-13: Tenant's Remedies (cont.)

Note: Tenant's remedies under CGS § 47a-13 do not arise

- until the tenant has given reasonable written or oral notice to the landlord
- if the condition was caused by the wilful or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent.
- “tenant” includes each *resident of a mobile manufactured home park*, including a resident who owns his own home, and “landlord” includes a “licensee” and an “owner” of a mobile manufactured home park

ESSENTIAL SERVICES REVIEW

YOU MUST ESTABLISH THAT THE RESPONSIBLE
PARTY HAS BOTH

AN OBLIGATION TO PROVIDE THE ESSENTIAL
SERVICE

AND

WILLFULLY (KNOWINGLY) OR INTENTIONALLY
FAILED TO PROVIDE THE ESSENTIAL SERVICE.

Oil Truck Driver Wanted
Flexible Hours
Must be Available 24/7

Contact John Kerwin, Supv. Ass
St.Atty.



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CT statewide assignments by Judicial District as of April 2021

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