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OPINION

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Wrong way to protect apartment residents

By Kevin Santini

The Constitution secures the right to all private property, from the cars we drive to our homes, belongings, intellectual property and all other private property. It doesn't pick and choose the types of property it protects.

Last year, I cautioned that some members of the state legislature were about to do just that. This year, some lawmakers appear willing to obliterate the Constitutional provision that no state may pass a "Law impairing the Obligation of Contracts."

Connecticut's apartment homes, like those my family business builds and provides, are part of the foundation of living in our state, which is why it is so discouraging to see continued attempts to interfere with landlord-resident rental relationships that are threatening to erode homeowner property rights and the safety of apartment communities. Here's how.

The basis of the relationship between a landlord and resident is the lease contract that we both sign. The lease has an agreed-upon start date and end date and sets out the rights and responsibilities that both parties share. Both parties must be responsible and accountable to fulfill the obligations of the lease contract.

In the best-case scenario for the landlord, a lease is renewed when it expires, bringing longevity and stability to their community. In other cases, a landlord may need to send a nonrenewal notice to the resident before the end of a lease. Sometimes, this is because a resident violates their lease agreement by not paying rent or creating a situation that is unsafe, disruptive or threatening to the residents of the apartment community. There are other reasons as well, but these "lapse-of-time" or end-of-lease non-renewals are rare—with some of them becoming a small percentage of evictions in Connecticut.

As rare as they are, sometimes lapse-of-time is the last resort an apartment owner has to protect our residents from dangerous situations created by a neighbor-

ing resident, often by improper or illegal activity and lease violations that damage property or endanger the people who live and work in the apartment community.

Some legislators are calling for a bill that would essentially nullify lease contracts by basically taking away their end dates, saying that "just cause" needs to be found for not renewing an expired lease contract. Aside from the constitutional conflict, this would strip away protections for neighboring residents. That's wrong.

Let me be frank: The vast majority of residents are good residents, but there are occasionally bad residents, just as there are good landlords and bad landlords. Recent news stories have reported on how some residents have been evicted for apparently speaking out on their own behalf to improve their living conditions. The Connecticut Apartment Association, to which I belong, condemns actions that some landlords take that erode public trust, taint the reputation of apartment home providers and—worse—undermine the sense of home that their residents deserve.

Housing providers and residents should build mutually beneficial relationships. Our rights and responsibilities are enshrined in the lease contract, mutually agreed to and mutually signed. If either party violates a lease, we have existing remedies, and the legislature has no role to interfere with or violate a legally conforming, constitutionally protected lease.

Apartment owners and operators like ours are housing advocates. We want to grow Connecticut's housing supply, we want long-term residents and strive to avoid evictions as much as possible. We will work with lawmakers to stand up against unethical practices and merit the trust of those we serve in our communities without the violation of our property rights.

Kevin Santini is a member of the Connecticut Apartment Association and principal at Santini Homes, a family-owned property management and construction company founded in 1968.