

February 19, 2024

My name is Morgan Miller and I'm representing the Connecticut Apartment Association. I have worked in the property management industry in Connecticut for the last 20 years.

I'm writing in opposition to SB 143, An Act Concerning Evictions For Cause. Any multifamily professional in CT will tell you that in the State of Connecticut there is no such thing as a no cause eviction. You very much need to have a cause to even have a case be heard in CT. Connecticut statutes clearly define causes for eviction and one of those is referred to as Lapse of Time. Lapse of Time is when a renter is residing in an apartment after the lease has expired. At that point, there is no lease contract. It's a common misconception that housing providers overuse their right of Lapse of Time or in circumstances that are not warranted or in retaliation, as tenant advocates often suggest. That couldn't be further from the truth.

In about 12 years of being an on-site manager at market rate, affordable, and student housing communities, I've had the privilege of housing tens of thousands of residents from all demographics and across every county in CT. I've also been in the unfortunate position to have been involved with hundreds of evictions. Of all the eviction cases that I've been involved with, you can count on one hand the number of times where I've had to use Lapse of Time. The only circumstances that I've used Lapse of Time were for the safety and wellbeing of myself, my staff, or the other residents in the community. On one very specific occasion, I recall a situation where I was working by myself in a 100-unit apartment community and a disgruntled resident came into the office and threatened to harm me physically with a firearm if I didn't have maintenance come to his apartment immediately to look at a closet door that had fallen off track.

Another circumstance where I evoked Lapse of Time, a resident was upset on the speed with which snow removal was occurring at a 30+ acre apartment community after a 20-inch blizzard. This resident decided to take matters into their own hands by using the property's commercial equipment on their own to clear the snow. In the process, she damaged the equipment and private property.

Without the use of lapse of time, I don't know how I would have been able to remove these residents from the apartment community and I ask the committee members, how do you suggest a housing provider proceed in that situation proceed with this new proposed legislation.

It's also a common misconception that Lapse of Time is used frequently by housing providers. Along with this written testimony is an infographic outlining the most recent statistics from 17 cities and towns that you all represent. You will see that Lapse of Time evictions are in fact rarely used. Approximately 11.5% of all eviction proceedings in 2023 were for Lapse of Time. These statistics were pulled from the Connecticut Fair Housing Center.

A lease contract consists of mutually agreed upon terms including a commencement date and a termination date. At the end of the lease EITHER party has the right to negotiate another set of terms. The resident can choose to a different landlord, just like the landlord can choose a different renter. Removing lapse of time is essentially continuing the residency indefinitely with no lease contact, effectively removing the necessity of a lease agreement at all.

I would caution the committee on continuing with proposed legislation of this nature. This legislation only hurts the very people you're trying to protect by making apartments less safe and removing an invaluable option housing providers rely on to maintain their communities. I recently listened to a hearing on the current state of housing with regards to the human and economic impact just this past week. Homelessness was a major focus of this hearing and several panel experts spoke on ways to combat homelessness, but I never heard any of the panel experts mention "For Cause Evictions" or Lapse of Time and the tangible impacts it will have on reducing homelessness in CT.

This legislation does nothing to create more housing, combat affordability issues, or address the overall cost of living concerns we all face in CT. Removing lapse of time evictions will not only endanger the renters of CT but it will further disincentivize development in a state where it's already very difficult to get housing projects off the ground.

A handwritten signature in black ink, appearing to read "Morgan Miller", with a long horizontal flourish extending to the right.

Morgan Miller  
Connecticut Apartment Association

# LET'S TALK ABOUT LAPSE OF TIME WHAT YOU SHOULD KNOW

Lapse of time is a necessary right that housing providers use when a resident is residing in an apartment home after the expiration of the lease. It's used in circumstances when there are no other options. In most cases, the safety & wellbeing of other residents is at stake or unsanitary living conditions are being kept.



Housing providers are in the business of providing housing. They are not in the business of evicting people.

In towns across Connecticut, lapse of time legal proceedings account for anywhere between 1% to 20% of all evictions.



"By eliminating a property owner's ability to end a lease agreement at the time of the mutually agreed upon end date within a lease, this 'Just cause eviction' law effectively creates the potential for perpetual tenancy, undermining private property rights and a foundational principle of choosing to rent your property."  
- Phil Scott, Governor of Vermont May 2022

## THE TOP REASONS HOUSING PROVIDERS USE LAPSE OF TIME



### SAFETY CONCERNS

To protect the safety and wellbeing of residents and staff.



### PEST ISSUES

In order to address major pest concerns that affect other apartments and residents.



### PROPERTY DAMAGE

In order to address major housekeeping or property damage issues affect the safety of residents and .



### UNAUTHORIZED OCCUPANTS

To ensure lease and occupancy limitations are being followed.

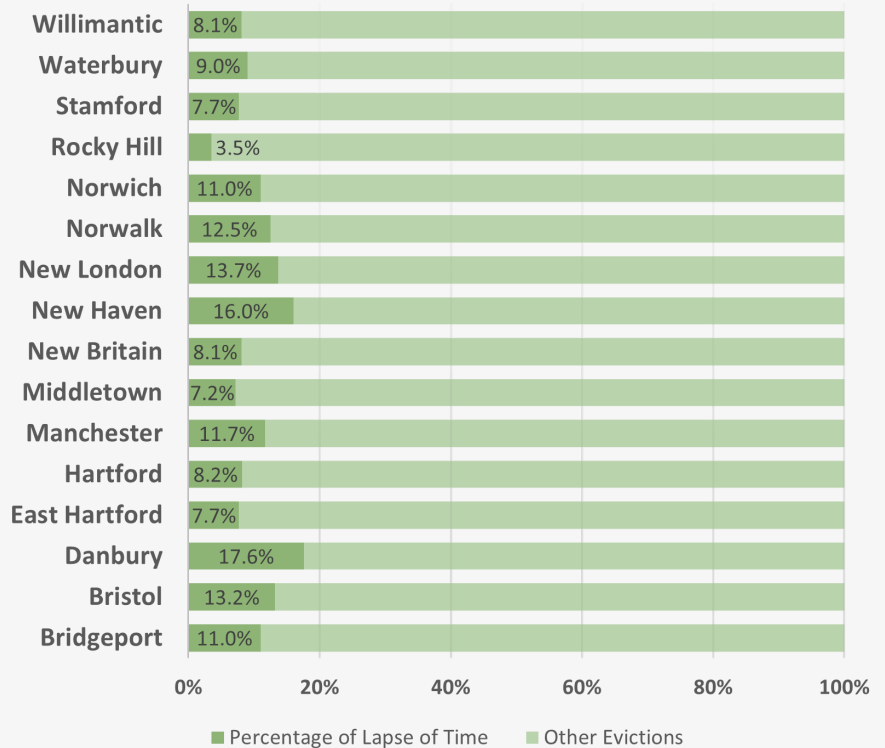


### TO MAKE NECESSARY IMPROVEMENTS

Lead abatement, energy efficiency enhancements and major rehabs of conditions that are unsafe for families to live through.

## LAPSE OF TIME IS RARELY USED

### Percentage of Total Eviction Cases



On average lapse of time is used in less than 12% of all eviction proceedings.

\*Source: 2023 data from the Connecticut Judicial Branch, as compiled by the Connecticut Fair Housing Center



## LAPSE OF TIME: A RARELY USED, VITALLY IMPORTANT SAFETY TOOL

### We are housing advocates and part of the foundation of Connecticut living

- The Connecticut Apartment Association (CTAA) and our member housing providers are working every day to help Connecticut’s individuals and families find—and stay in—quality, affordable rental living.
- Apartment owners and operators want long-term residents and strive to provide stability and safety and to have residents renew their leases when they come to an end.

### A lease is a contract—with a mutually agreed start and end date.

- When a lease ends, both parties have the opportunity to choose whether to renew it.
- The legislature cannot erase the mutually agreed end dates of lease contracts.

### “End-of-lease” non-renewals are rare, and a necessary tool when other remedies are exhausted

- No housing provider or renter wants to be in an eviction situation, yet there are times when a landlord needs to send a nonrenewal notice before the end of a lease.
- Sometimes, this is because a tenant 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. An apartment owner may also need to make renovations or refurbish the building.
- These are called “lapse-of-time” non-renewals—and they are rare.
- In 2023, a very small percentage of evictions in Connecticut were lapse-of-time nonrenewals.

| Location      | Total Evictions (2023) | Lapse-of-time Evictions (2023) | Percentage of Total Evictions |
|---------------|------------------------|--------------------------------|-------------------------------|
| Bridgeport    | 1,915                  | 210                            | 11.0%                         |
| Bristol       | 342                    | 45                             | 13.2%                         |
| Danbury       | 261                    | 46                             | 17.6%                         |
| East Hartford | 548                    | 42                             | 7.7%                          |
| Hartford      | 2,708                  | 222                            | 8.2%                          |
| Manchester    | 334                    | 39                             | 11.7%                         |
| Middletown    | 291                    | 21                             | 7.2%                          |
| New Britain   | 951                    | 77                             | 8.1%                          |
| New Haven     | 1,502                  | 240                            | 16.0%                         |
| New London    | 351                    | 48                             | 13.7%                         |
| Norwalk       | 407                    | 51                             | 12.5%                         |
| Norwich       | 336                    | 37                             | 11.0%                         |
| Rocky Hill    | 173                    | 6                              | 3.5%                          |
| Stamford      | 936                    | 72                             | 7.7%                          |
| Waterbury     | 1,624                  | 146                            | 9.0%                          |
| Willimantic   | 173                    | 14                             | 8.1%                          |

*Source: 2023 data from the Connecticut Judicial Branch, as compiled by the Connecticut Fair Housing Center*

## Don't undermine our ability to sustain stable, safe communities for our residents

- Reactive, one-size-fits-all proposals such as the so-called “just cause” protections don't protect Connecticut's apartment communities—they make protection harder to attain.
- Our members rely on this tool to protect our communities from disruptive and dangerous situations created by some residents, ranging from improper or illegal activity to damaged property, illegal substance use and other lease violations that—without action—present unsafe conditions for those who live and work there.
- There is no cause for “just cause.”

## Vermont's governor vetoed a similar bill because it violated property rights and undercut the state's supply of 'much-needed housing units'

- Vermont Gov. Phil Scott vetoed a similar bill in 2022—calling out its doubly dangerous impact of violating contract and property rights and shrinking the state's supply of affordable housing.  
*"By eliminating a property owner's ability to end a lease agreement at the time of the **mutually agreed upon end date** within a lease, this 'just cause eviction' law effectively creates the potential for **perpetual tenancy**, undermining private property rights and a foundational principle of choosing to rent your property."*
- He went further:  
*"By making it exceedingly difficult to remove tenants from a rental unit, even at the end of a signed lease, my fear is **this bill will discourage property owners from renting to vulnerable prospective tenants, or to rent their units at all.**"*

*Property owners will be less willing to take the risk of renting to individuals who are perceived to be greater risks. Instead, more preference will be given to renters with high credit scores, no criminal history, and positive references from previous landlords, creating further disparity for Vermonters. This will increase both costs and inequity in the housing market.*

## Let's focus on improving the relationship between residents and housing providers

- Connecticut's apartment owners and operators want long-term residents and strive to avoid evictions where possible, as high turnover rates uproot families and are very costly.
- Housing providers and residents have rights and responsibilities in our rental contracts, and transparency in the leasing process helps foster lasting relationships and goodwill between housing providers and our residents.
- There should be accountability from both parties on lease compliance so everyone knows, is protected by and benefits from the rules.

## National Apartment Association Policy

- The National Apartment Association opposes the adoption of “just cause” eviction laws. Such requirements adversely shift the balance in the landlord and tenant relationship to the detriment of other residents and the community as a whole. These policies put good residents at risk by limiting the ability of housing providers to manage their properties and act quickly to remove problem residents.