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2024 Edition

# Cohabitation Law in Connecticut

A Guide to Resources in the Law Library

## Contents

Introduction .....	3
Section 1: Cohabitation without Marriage or Civil Union .....	4
Table 1: Unreported Connecticut Decisions on Cohabitation Without Marriage .....	9
Table 2: ALR Annotations on Cohabitation without Marriage.....	12
Table 3: Connecticut's Cohabitation Statute.....	14

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# Introduction

## A Guide to Resources in the Law Library

- "Cohabitation is a dwelling together of man and woman in the same place in the manner of husband and wife." [Wolk v. Wolk](#), 191 Conn. 328, 332, 464 A.2d 780 (1983).
- "As is readily apparent, the word is not inflexible nor is it one of strict or narrow meaning." [DeMaria v. DeMaria](#), 247 Conn. 715, 720, 724 A.2d 1088 (1999).
- "In support of his first argument, the plaintiff cites the definition, adopted by our Supreme Court in [Wolk v. Wolk](#), 191 Conn. 328, 332, 464 A.2d 780 (1983), that '[c]ohabitation is a dwelling together of man and woman in the same place in the manner of husband and wife.' The plaintiff apparently interprets the phrase 'in the manner of husband and wife' to suggest that cohabitation is for all intents and purposes synonymous with marriage, and that cohabitation raises all of the same presumptions regarding the treatment of assets as does marriage. Such an interpretation, however, would essentially transform cohabitation into common-law marriage, contrary to the refusal of this state to recognize such relationships. See [McAnerney v. McAnerney](#), 165 Conn. 277, 285, 334 A.2d 437 (1973) ('[a]lthough other jurisdictions may recognize common-law marriage or accord legal consequences to informal marriage relationships, Connecticut definitely does not. . . . It follows that although two persons cohabit and conduct themselves as a married couple, our law neither grants to nor imposes upon them marital status' [citations omitted]). '[C]ohabitation alone does not create any contractual relationship or, unlike marriage, impose other legal duties upon the parties.' [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987)." [Herring v. Daniels](#), 70 Conn. App. 649, 655, 805 A.2d 718 (2002).
- "Connecticut does not presently recognize, as valid marriages, living arrangements or informal commitments entered into in this state and loosely categorized as common law marriages." [McAnerney v. McAnerney](#), 165 Conn. 277, 285, 334 A.2d 437 (1973); [Hames v. Hames](#), 163 Conn. 588, 593, 316 A.2d 379 (1972); *State ex rel. Felson v. Allen*, 129 Conn. 427, 432, 29 A.2d 306 (1942). Only recently this rule of law has been reaffirmed. 'In this jurisdiction, common law marriages are not accorded validity. . . . The rights and obligations that attend a valid marriage simply do not arise where the parties choose to cohabit outside the marital relationship.' (Citations omitted.) [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987)." [Collier v. City of Milford](#), 206 Conn. 242, 248, 537 A.2d 474 (1988).

# Section 1: Cohabitation without Marriage or Civil Union

A Guide to Resources in the Law Library

**SCOPE:** Bibliographic resources relating to the legal effect of cohabitation on persons not married or parties to a civil union—including contracts and agreements between them, child custody and visitation, and property rights.

**SEE ALSO:** • [Cohabitation Agreements in Connecticut](#)

**DEFINITIONS:** • **“We agree with the trial referee that cohabitation alone does not create any contractual relationship or, unlike marriage, impose other legal duties upon the parties. In this jurisdiction, common law marriages are not accorded validity . . . . The rights and obligations that attend a valid marriage simply do not arise where the parties choose to cohabit outside the marital relationship. . . . Ordinary contract principles are not suspended, however, for unmarried persons living together, whether or not they engage in sexual activity.”** [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).

• **“With respect to the effect of cohabitation by those who hold themselves out as husband and wife, the law of this jurisdiction is clear. ‘Although other jurisdictions may recognize common-law marriage or accord legal consequences to informal marriage relationships, Connecticut definitely does not. . . . It follows that although two persons cohabit and conduct themselves as a married couple, our law neither grants to nor imposes upon them marital status.’ (Citations omitted.)** *McAnerney v. McAnerney*, 165 Conn. 277, 285, 334 A.2d 437 (1973); see also *Hames v. Hames*, supra, 163 Conn. 592-93, 597; *State ex rel. Felson v. Allen*, 129 Conn. 427, 432, 29 A.2d 306 (1942). ‘The rights and obligations that attend a valid marriage simply do not arise where the parties choose to cohabit outside the marital relationship.’ [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).” [Loughlin v. Loughlin](#), 93 Conn. App. 618, 628-629, 889 A.2d 902 (2006).

• “. . . a valid common-law marriage contracted in a state that recognizes such marriages would be upheld in this state.” [Delaney v. Delaney](#), 35 Conn. Supp. 230, 232, 405 A.2d 91 (1979).

## **STATUTES:**

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

• Conn. Gen. Stat. (2023).  
§ [46b-61](#). Orders re children where parents live separately. Filing of accompanying documents.

§ [46b-86\(b\)](#). Modification of alimony or support orders and judgments.

### OLR REPORTS:

[Office of Legislative Research](#) reports summarize and analyze the law in effect on the date of **each report's** publication.

- *Common-Law Marriage*, Michelle Kirby, Connecticut General Assembly, Office of Legislative Research Report [2013-R-0264](#) (July 2, 2013).

### CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Herring v. Daniels](#), 70 Conn. App. 649, 656, 805 A.2d 718, 723 (2002). “[W]here the parties have established an unmarried, cohabiting relationship, it is the specific conduct of the parties within that relationship that determines their respective rights and obligations, including the treatment of their individual **property.**”
- [Burns v. Koellmer](#), 11 Conn. App. 375, 380, 527 A.2d 1210, 1214 (1987). “**Claims of a contractual or quasi-contractual** nature between parties in illicit relationships but which do not involve payment for prohibited sexual behavior are enforceable **in courts of law.**”

### OTHER STATES:

- [Marvin v. Marvin](#), 557 P.2d 106 (1976). California.

### WEST KEY NUMBERS:

- *Marriage & Cohabitation*
  - 211. Informal or nonceremonial marriage
  - 212. –In general.
  - 213. –Common-law marriage in general.
  - 217. –Cohabitation, reputation, or holding out.

### DIGESTS:

- *Connecticut Family Law Citations: A Reference Guide to Connecticut Family Law Decisions*, by Monika D. Young, LexisNexis, 2023.
  - Chapter 1 – Marriage and civil unions
    - § 1.03 Cohabitation

### TEXTS & TREATISES:

You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the treatises cited.

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- 7 Connecticut Practice Series, *Family Law and Practice with Forms*, 3d ed., by Arnold H. Rutkin et al., Thomson West, 2010, with 2022-2023 supplement (also available on Westlaw).
  - Chapter 4. Marriage Licenses and Ceremonies
    - § 4:18. Validity of common-law marriage contracted outside state
    - § 4:19. Cohabitation after invalid marriage
- 8 Connecticut Practice Series, *Family Law and Practice with Forms*, 3d ed., by Arnold H. Rutkin et al., Thomson West, 2010, with 2022-2023 supplement (also available on Westlaw).
  - Chapter 42. Child Custody and Visitation
    - § 42:2. Rights of unmarried or non-cohabiting parents

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References to online databases refer to in-library use of these databases. Remote access is not available.

- 8A Connecticut Practice Series. *Family Law and Practice with Forms*, 3d ed., by Arnold H. Rutkin et al., Thomson West, 2010, with 2022-2023 supplement (also available on Westlaw).
  - Chapter 47. Property rights and agreements between unmarried cohabitants
    - § 47: 1. In general
    - § 47: 3. Validity
    - § 47: 6. Separate property
    - § 47: 7. Joint purchases and contracts
    - § 47: 8. Enforcement of cohabitation agreements
    - § 47: 9. Termination of living together arrangements
- 6 *Family Law and Practice*, by Arnold H. Rutkin, Matthew Bender, 2023 (also available on Lexis).
  - Chapter 65. Unmarried Cohabitants
    - § 65.02. Unmarried cohabitants and the courts
    - § 65.03. Issues facing unmarried cohabitants
      - [1]. Support (Alimony or maintenance)
      - [2]. Children and legitimacy
      - [3]. Custody and visitation
      - [4]. Child support
      - [5]. Adoption
      - [6]. Inheritance
      - [7]. Taxes
      - [8]. Cohabitants rights vis-à-vis third parties
      - [9]. **Criminal statutes restricting cohabitants' acts**
- *LexisNexis Practice Guide: Connecticut Family Law*, Louise Truax, editor, 2023 ed., LexisNexis.
  - § 1.07. Assessing common law marriages
  - § 5.38[3]. Defining cohabitation
  - § 12.32. Checklist: Determining the status of unmarried cohabitants
  - § 12.33. Enforcing express contracts
- 2 *Lindey and Parley on Separation Agreements and Antenuptial Contracts*, 2<sup>nd</sup> ed., by Alexander Lindey et al., Matthew Bender, 2023 (also available on Lexis).
  - Chapter 100. Cohabitation Agreements
- *Counseling Unmarried Couples: A Guide to Effective Legal Representation*, 2<sup>nd</sup> ed., by Frederick Hertz, American Bar Association, 2014.
  - Chapter 8. Cohabitation and Financial Arrangements
- *Living Together: A Legal Guide For Unmarried Couples*, 17<sup>th</sup> ed., by Frederick Hertz & Lina Guillen, Nolo, 2020.
- *A Legal Guide for Lesbian and Gay Couples*, 20<sup>th</sup> ed., by Frederick Hertz & Lina Guillen, Nolo, 2020.
  - Chapter 1. Defining Family: Basics of Marriage, Domestic Partnership, and More

## Chapter 7. Living Together Contracts for Lesbian and Gay Couples

- *Principles of the Law of Family Dissolution: Analysis and Recommendations*, by The American Law Institute at Washington, D.C., American Law Institute Publishers, 2002, with 2024 supplement.  
Chapter 6 Domestic Partners

### LAW REVIEWS:

Public access to law review databases is available on-site at each of our [law libraries](#).

- Kate Redburn, *Zoned Out: How Zoning Law Undermines Family Law's Functional Turn*, 128 Yale Law Journal 2412 (2019).
- Helen M. Alvare, *Is This Any Way To Make Civil Rights Law?: Judicial Extension Of Marital Status Nondiscrimination To Protect Cohabitants*, 17 Georgetown Journal. Of Law & Public Policy 247 (2019).
- Hallie Fisher, *Special Considerations in Estate Planning for Same-Sex and Unmarried Couples*, 21 Duke Journal of Gender Law & Policy 177 (2013).
- Frank S. Berall, *Estate Planning Considerations for Unmarried Same or Opposite Sex Cohabitants*, 23 QLR 361 (2004-2005).
- Frank S. Berall, *Tax Consequences Of Unmarried Cohabitation*, 23 QLR 395 (2004-2005).
- Mark Strasser, *A Small Step Forward: The ALI Domestic Partners Recommendation*, 2001 Brigham Young University Law Review 1135 (2001).
- Dianne S. Burden, *Remarriage Vs. Cohabitation: Tradition Doesn't Always Make Sense*, 12 Connecticut Family Law Journal 4 (1993).
- Rebecca Melton Rosubsky, *Legal Rights Of Unmarried Heterosexual And Homosexual Couples*, 10 Connecticut Family Law Journal 8 (1991).
- Edith F. McClure, *Marvin Revisited: A Comment On Boland V. Catalano*, 5 Connecticut Family Law Journal 51 (1987).

### ENCYCLOPEDIAS:

- 46 *Am Jur 2d* Joint Ventures, Thomson West, 2017 (also available on Westlaw).  
§ 55. Marital relationship or unmarried cohabitation as constituting joint venture
- 59A *Am Jur 2d* Partnership, Thomson West, 2015 (also available on Westlaw).  
§ 202. Unmarried coinhabitants of opposite sex as partners.
- See [Table 2: ALR Annotations on Cohabitation without marriage](#).

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

Online databases are available for in-library use. Remote access is not available.

- 3 *Preparing for Settlement and Trial* 659, Child Custody and Visitation Rights As Affected By Sexual Lifestyle Of Parents, **Shepard's/McGraw Hill**, 1986.
- 35 *COA 2d* 295, *Cause of Action by Same-Sex or Heterosexual Unmarried Cohabitant to Enforce Agreement or Understanding Regarding Support or Division of Property on Dissolution of Relationship*, by Kristine L. Tungol, Esq., Thomson West, 2007 (also available on Westlaw).
- 95 *Am Jur Proof of Facts 3d* 1, *Proving the Property and Other Rights of Cohabitants and Domestic Partners*, by Monique C.M. Leahy, J.D., Thomson West, 2007 (also available on Westlaw).



Table 1: Unreported Connecticut Decisions on Cohabitation Without Marriage

Unreported Connecticut Decisions: Cohabitation without Marriage	
<p><u>Fine v. Lamb</u>, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. FSTCV206047303S (May 26, 2022) (2022 WL 1694266) (2022 Conn. Super. LEXIS 668)</p>	<p>"The alimony statute has no application to an unmarried couple because Connecticut does not recognize common law marriage. <i>Boland v. Catalano</i>, supra, 202 Conn 339."</p>
<p><u>Hipp v. Ruderman</u>, Superior Court, Judicial District of Stamford-Norwalk at Stamford, No. FSTCV20-6047752S (Oct. 20, 2022) (2022 WL 14450313, n.1) (2022 Conn. Super. LEXIS 2229, n.1)</p>	<p>[n.1] "Our Appellate Court has recently found that 'property and support disputes between unmarried cohabitants must be resolved by means outside the statutory scheme for dissolution of marriages, typically, under general contract principles.' <i>Loughlin v. Loughlin</i>, 93 Conn.App. 618, 629 (2006)"</p>
<p><u>Toledo v. St. Vincent's Medical Center</u>, Superior Court, Judicial District of Fairfield at Bridgeport, No. CV 20 6092597 (May 28, 2021) (71 Conn. L. Rptr. 41) (2021 WL 2457904) (2021 Conn. Super. LEXIS 949)</p>	<p>"In the present case, Nancy alleges that Daniel, the conserved individual, was her "domestic partner" and that <b>she 'has been and continues to be denied the society, companionship, affection, company, cooperation, fellowship, aide and assistances in all relation of domestic life of her domestic partner, plaintiff, Daniel Toledo.'</b> <i>Compl.</i>, pp. 10, 17 and 24, ¶21. However, as the Connecticut Supreme Court has recently stated: 'Connecticut, as a matter of public policy does not recognize common-law marriage. [C]ommon-law marriages are not accorded validity . . . for our statute has been construed to require the marriage contract to be entered into before authorized persons and with certain formalities which the state has prescribed... The Appellate Court concluded, and we agree, that, given Connecticut's policy of drawing a clear distinction between marriage and cohabitation, and of awarding greater rights and protections to persons who make the formal legal commitment of marriage, it would be incongruous to conclude that a court, when making financial orders...may take into account a period of premarital cohabitation</p>

	<p>...’ <i>Loughlin v. Loughlin</i>, 280 Conn. 632, 910 A.2d 963 (2006) <i>Id.</i>, 643-45.” (p. 43)</p> <p>---</p> <p>“This court declines to expand the scope of the decisions prohibiting claims for loss of consortium in the absence of a formal marriage relationship to apply to domestic partners where there is no legal bar to the couple’s marriage. See <i>Dognin v. Black</i>, Superior Court, judicial district of Ansonia-Milford, Docket No. CV-99-0067320-S (May 1, 2000, Arnold, J.) [27 Conn. L. Rptr. 144].” (p. 43)</p>
<p><u>Cheiken v. Greneman-Cheiken</u>, Superior Court, Judicial District of Hartford at Hartford, No. FA 03 0733308 (Aug. 24, 2004) (37 Conn. L. Rptr. 747) (2004 WL 2095124)</p>	<p>“...the defendant filed a three-count cross complaint. Count one of the cross complaint mirrors plaintiff’s complaint with <b>the added claim that ‘[f]or a period of approximately seven years prior to their marriage, the plaintiff and defendant lived together as a family unit and to all intents and purposes as husband and wife’; count two alleges an express or implied promise during the period of premarital cohabitation; count three alleges unjust enrichment during the same period.</b>” (p. 747)</p> <p>---</p> <p>“The parties agree and this court concurs that the defendant should not have ‘two bites of the apple’ - in other words, the contributions during the cohabitation period should not be considered during division of the property pursuant to the marriage dissolution and also under separate claims for unjust enrichment and breach of promise. The trial court may consider the period of cohabitation during which the defendant allegedly made substantial contributions to the success of the plaintiff’s business operations either under breach of promise and unjust enrichment claims; or, the trial court may take it into account in a dissolution proceeding which considers the entire estate of each party, including the plaintiff’s business operations, as well as the contribution of each in the acquisition or appreciation in value of their respective <b>estates.</b>” (p. 750)</p>
<p><u>Champoux v. Porter</u>, Superior Court, Judicial District of Windham at Putnam, No. CV 98 0057585 S (Dec. 2, 1998) (23 Conn. L. Rptr. 219, 220) (1998 WL 867270)</p>	<p>“In the present case, the court finds that no agreement or understanding existed between the parties that each would accrue individual credit for each contribution made to buy and keep the home to be applied to the proceeds resulting from a future sale. Every sum used for these purposes was a gift to the other as a joint owner so that any disparity in amount contributed is immaterial.”</p>

<p><u>Vibert v. Atchley</u>, Superior Court, Judicial District of New Haven at New Haven, No. CV 93-0346622 (May 23, 1996) (16 Conn. L. Rptr. 604, 605) (1996 WL 364777)</p>	<p>“Accordingly, because Connecticut does not recognize common law marriage and cohabitation alone does not create any contractual relationship or give rise to any other rights and obligations that attend to a valid marriage, such as the continuing duty to support upon which an award of alimony is primarily based, no right to palimony exists under Connecticut law.</p> <p><b>Nevertheless</b>, ‘[o]rdinary contract principles are not suspended . . . for unmarried persons living together, whether or not they engage in sexual activity. Contracts expressly providing for the performance of sexual acts, of course, have been characterized as meretricious and held unenforceable <b>as violative of public policy.</b>’ Boland v. Catalano, supra, 202 Conn. [333,] 339. “[T]he courts should enforce express contracts between nonmarital partners except to the extent that the contract is explicitly founded on the consideration of meretricious sexual services. . . . In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates an implied contract, agreement of partnership or joint venture, or some other tacit understanding between the parties. The courts may also employ the doctrine of quantum meruit, or equitable remedies such as constructive or resulting trusts, when warranted by the facts of the case.’ Boland v. Catalano, supra, 202 Conn. 340-41, quoting Marvin v. Marvin, 18 Cal.3d 660, 665, 557 P.2d 106, 134 Cal. Rptr. <b>815 (1976)</b>. ‘Thus, a contract, express or implied, or some other tacit understanding between persons who are not married to one another which does not rely upon their sexual behavior is enforceable <b>in the courts of this state.</b>’ <u>Burns v. Koellmer</u>, 11 Conn. App. 375, 381, 527 A.2d 1210 (1987).</p> <p>Based on the foregoing, the plaintiff and the defendant entered into an enforceable contract when the defendant signed their June 13, 1991 agreement.”</p>
<p>Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can <a href="#">contact your local law librarian</a> to learn about the tools available to you to update cases.</p>	

Table 2: ALR Annotations on Cohabitation without Marriage

ALR Annotations: Cohabitation without Marriage		
Subject	Title of Annotation	Citation
Automobile Insurance	<ul style="list-style-type: none"> <li>• <b><i>Who Is A "Spouse" Within Clause Of Automobile Liability, Uninsured Motorist, Or No-Fault Insurance Policy Defining Additional Insured</i></b>, by Carol J. Miller, Thomson West, 1985.</li> </ul>	36 <i>A.L.R.4th</i> 588 (1985)
Children	<ul style="list-style-type: none"> <li>• <i>Parental Rights Of Man Who Is Not Biological Or Adoptive Father Of Child But Was Husband Or Cohabitant Of Mother When Child Was Conceived Or Born</i>, by Alan Stephens, Thomson West, 1991.</li> </ul>	84 <i>A.L.R.4th</i> 655 (1991)
Child Support	<ul style="list-style-type: none"> <li>• <i>Right To Credit On Child Support Arrearages For Time Parties Resided Together After Separation Or Divorce</i>, by Alice M. Wright, Thomson West, 2002.</li> </ul>	104 <i>A.L.R.5th</i> 605 (2002)
Contracts	<ul style="list-style-type: none"> <li>• <i>Order Awarding Temporary Support Or Living Expenses Upon Separation Of Unmarried Partners Pending Contract Action Based Upon Services Relating To Personal Relationship</i>, by Jean E. Maess, Thomson West, 1985.</li> <li>• <i>Recovery For Services Rendered By Persons Living In Apparent Relation Of Husband And Wife Without Express Agreement For Compensation</i>, by Jane Massey Draper, Thomson West, 1979.</li> </ul>	35 <i>A.L.R.4th</i> 409 (1985)  94 <i>A.L.R.3d</i> 552 (1979)
Domestic Violence	<ul style="list-style-type: none"> <li>• <b><i>"Cohabitation" For Purposes Of Domestic Violence Statutes</i></b>, by Elizabeth Trainor, Thomson West, 1999. [Superseded in Part by 19 <i>A.L.R.7th</i> Art. 1, <i>Legal Protection Against Domestic Violence in Same-Sex Relationships</i>, by George L. Blum, Thomson West, 2016.]</li> </ul>	71 <i>A.L.R.5th</i> 285 (1999)
Housing	<ul style="list-style-type: none"> <li>• <i>What Constitutes Illegal Discrimination Under State Statutory Prohibition Against Discrimination In Housing Accommodations On Account Of Marital Status</i>, by Carol J. Miller, Thomson West, 1984.</li> </ul>	33 <i>A.L.R.4th</i> 964 (1984)

Palimony	<ul style="list-style-type: none"> <li>• <i>"Palimony" Actions for support following termination of nonmarital relationships</i>, by William H. Danne, Thomson West, 2007.</li> </ul>	21 A.L.R.6th 351 (2007)
Privileged communication	<ul style="list-style-type: none"> <li>• <i>Communication Between Unmarried Couple Living Together As Privileged</i>, Thomson West, 1981.</li> </ul>	4 A.L.R.4th 422 (1981)
Property	<ul style="list-style-type: none"> <li>• <i>Property Rights Arising From Relationship Of Couple Cohabiting Without Marriage</i>, by George L. Blum, Thomson West, 1999.</li> <li>• <i>Estate Created By Deed To Persons Described As Husband And Wife But Not Legally Married</i>, Wendy Evans Lehmann, Thomson West, 1981.</li> </ul>	69 A.L.R.5th 219 (1999)  9 A.L.R.4th 1189 (1981)
Tort	<ul style="list-style-type: none"> <li>• <i>Action For Loss Of Consortium Based On Nonmarital Cohabitation</i>, by Sonja A. Soehnel, Thomson West, 1985.</li> <li>• <i>Recovery For Loss Of Consortium For Injury Occurring Prior To Marriage</i>, by Charles Plovovich, Thomson West, 1981.</li> </ul>	40 A.L.R.4th 553 (1985)  5 A.L.R.4th 300 (1981)
Zoning	<ul style="list-style-type: none"> <li>• <i>Validity Of Ordinance Restricting Number Of Unrelated Persons Who Can Live Together In Residential Zoning</i>, by Vitauts M. Gulbis, Thomson West, 1982.</li> </ul>	12 A.L.R.4th 238 (1982)

Encyclopedias and ALRs are available in print at some law library locations and accessible online at all law library locations.

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Table 3: Connecticut's Cohabitation Statute

<b>Connecticut's Cohabitation Statute</b> Conn. Gen. Stat. <a href="#">§ 46b-86(b)</a>	
<p>Conn. Gen. Stat. <a href="#">§ 46b-86(b)</a></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>You can visit your local law library or search the most recent <a href="#">statutes</a> and <a href="#">public acts</a> on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.</p> </div>	<p>"In an action for divorce, dissolution of marriage, legal separation or annulment brought by a spouse, in which a final judgment has been entered providing for the payment of periodic alimony by one party to the other spouse, the Superior Court may, in its discretion and upon notice and hearing, modify such judgment and suspend, reduce or terminate the payment of periodic alimony upon a showing that the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party. In the event that a final judgment incorporates a provision of an agreement in which the parties agree to circumstances, other than as provided in this subsection, under which alimony will be modified, including suspension, reduction, or termination of alimony, the court shall enforce the provision of such agreement and enter orders in accordance therewith."</p>
<p><a href="#">O'Neill v. O'Neill</a>, 209 Conn. App. 165, 179–80, 268 A.3d 79 (2021).</p>	<p>"[Section] 46b-86 (b), the so-called cohabitation statute, was enacted four years after § 46b-86 (a) to correct the injustice of making a party pay alimony when his or her ex-spouse is living with a person of the opposite sex, without marrying, to prevent the loss of support.' (Internal quotation marks omitted.) <i>Wichman v. Wichman</i>, 49 Conn. App. 529, 532, 714 A.2d 1274, cert. denied, 247 Conn. 910, 719 A.2d 906 (1998)."</p>
<p><a href="#">Knapp v. Knapp</a>, 270 Conn. 815, 825, 856 A.2d 358 (2004).</p>	<p>"Although § 46b-86 (b) does not specifically define cohabitation, our appellate courts consistently have referred to that statute as <b>the cohabitation statute . . . .</b>"</p>
History of Statute	
<p>OLR Report No. <a href="#">94-R-0700</a> (July 29, 1994).</p>	<p>"<b>The statute, CGS Sec. 46b-86(b)</b>, was enacted as PA 77-394. Before its passage the court could already alter alimony awards upon a showing of changed circumstances, unless the terms of the award itself precluded modification. PA 77-394 empowered the court to alter or terminate an alimony award upon a finding that the alimony recipient was living with another person under arrangements which alter his or her financial needs.</p> <p>PA 77-394 began as sHB 6174. It was referred to the Judiciary Committee and given a public hearing on March 2. The committee favorably reported the bill on April 4 and it passed the</p>

<p>OLR Report No. <a href="#">94-R-0700</a> (July 29, 1994). [cont'd]</p>	<p>House on May 6 and the Senate on May 24, in both cases on consent with no debate. During the public hearing only one person spoke on the bill, attorney Samuel Schoonmaker from Stamford. Representing both himself and the American Academy of Matrimonial Lawyers, he spoke in support. Senator DePiano asked if the bill was designed to 'correct' a situation in Stamford that had resulted in a state Supreme Court case where 'somebody claimed that his wife was living with somebody else, out of wedlock and that therefore, he was not responsible to give her alimony and he lost that case?' Schoonmaker responded that this was the intent, to make it within the court's discretion. He said he was aware of another Stamford case where there was a substantial alimony award in favor of the wife while she had been living for 15 years without being married with a man who was providing her with very ample support. Schoonmaker said the bill was a practical attempt at economic justice and not an attempt to legislate morality. DePiano <b>summed it up as '[Y]ou want alimony to be used only by the person receiving the alimony and not anybody else getting the benefit if it and conspiring between the two not to get married, so that the alimony would stay on forever. ', Schoonmaker responded ', That's right. ' [cont'd]</b></p> <p>Although it was not specified in the testimony, the case they were referring to was probably <a href="#">McAnerney v. McAnerney</a>, 165 Conn 277 (1973) a copy of which is enclosed. In that case a separation agreement, later incorporated in the divorce decree, obligated the plaintiff to pay alimony to his ex-wife until her remarriage or death. He subsequently sued because she was co-habiting with a man and he argued that he was no longer bound by the agreement because his ex-wife and her partner had created a condition approximating marriage thus circumventing the terms of the agreement. The Court held that neither of the terms of the agreement, death or remarriage of the wife, had occurred and that Connecticut law did not recognize common law marriage, and thus the plaintiff husband had no cause of action against his ex-wife."</p>
<p><a href="#">Office of Legislative Research</a> reports summarize and analyze the law in effect on the date of each report's publication. Current law may be different from what is discussed in the reports.</p>	
<p><a href="#">McAnerney v. McAnerney</a>, 165 Conn. 277, 285-286, 334 A.2d 437 (1973).</p>	<p>"<b>Since our decision in the <i>Hames</i> [163 Conn. 588, 316 A.2d 379 (1972)] case, there should be little question as to what is required under our law to constitute the status of marriage. Although other jurisdictions may recognize common-law marriage or accord legal consequences to informal marriage relationships, Connecticut definitely does not. <a href="#">Hames v. Hames</a>, supra, 7; <i>State ex rel. Felson v. Allen</i>, 129 Conn. 427, 432, 29 A.2d 306. It follows that although two persons cohabit and conduct themselves as a married couple, our law neither grants to nor imposes upon them marital status. Thus, for the purposes of the laws of this jurisdiction and for the purposes of the contract, Mrs. McAnerney's cohabitation with another has no effect on the contractual provision whereby the plaintiff's <b>obligation terminates with the wife's remarriage.</b>"</b></p>