

**SUMMARY PROCESS (EVICTION)
ANSWER TO COMPLAINT**

JD-HM-5 Rev. 12-16
C.G.S. §§ 47a-4a, 47a-5, 47a-7, 47a-20, 47a-20e, 47a-23c, 47a-33, 47a-57, 49-31p

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

Docket number
Return date

Name of Plaintiff(s) (Landlord(s))	Name of Defendant(s) (Tenant(s))
<input type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session <input type="checkbox"/> Geographical Area Number _____ at: _____	Address of Court (Number, street, and town)

Section 1 — Summary Process (Eviction) Answer

(This section does **not** apply to Special Defenses below)

For **each** numbered paragraph of the landlord's Complaint, please "x" whether you **Agree, Disagree or Do Not Know**.

- | | | | | | |
|-----------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|
| 1. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> | 5. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 2. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> | 6. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 3. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> | 7. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 4. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> | 8. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |

Section 2 — Special Defenses (Facts that show the court that the plaintiff has no legal right to what the plaintiff has requested in this case.)

"x" the boxes next to the statements below that apply to you and fill in the information requested.

- a. All rent has been paid to my landlord.
- b. Rent was offered to my landlord on (date): _____ which was before the date I received the Notice to Quit.
- c. No rent is due, under Connecticut Law (section 47a-4a of the Connecticut General Statutes) because there are housing or health code violations in violation of Connecticut Law (Section 47a-7(a) of the Connecticut General Statutes). *List violations below.*
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.....
- d. I notified my landlord, Housing Code, the Health Department, or the Building Department of the violations listed in section c above on (date): _____
- e. This eviction is being brought because I contacted my landlord or public officials or agencies to complain about my apartment (Sections 47a-20 and 47a-33 of the Connecticut General Statutes).
- f. I filed a rent increase complaint with the Fair Rent Commission on (date): _____
- g. I live in a building or complex with 5 units or more or in a mobile manufactured home park **and**
 - I have a physical or mental disability, or
 - I am 62 years old or older, or
 - my spouse, sibling, parent or grandparent is 62 years old or older and permanently lives with me, or
 - my spouse, sibling, parent or grandparent has a physical or mental disability and permanently lives with me.
- (Section 47a-23a of the Connecticut General Statutes.)
- h. (See Notice on back/page 2 of this form) This eviction was brought after a foreclosure action, and
 - I have a written lease that is still in effect or
 - I never received a 90 day letter (notice) before the notice to quit was delivered (served).

Additional Information:

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Defendant's (Tenant's) Certification

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) _____ to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to*

*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to. (Use form JD-CV-67, Continuation of Parties)

Signed (Individual attorney or self-represented party)	Print or type name of person signing
▶	
Mailing address	Telephone number

Notice

Connecticut General Statutes Section 49-31p provides:

- (a) In the case of any foreclosure on a federally-related mortgage loan or on any dwelling or residential real property that has a return date on or after July 13, 2011, any immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to:
- (1) the provision, by such successor in interest, of a notice to vacate to any bona fide tenant not less than 90 days before the effective date of such notice; and
 - (2) the rights of any bona fide tenant, as of the date absolute title vests in such successor in interest
 - (A) under any bona fide lease entered into before such date to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90-day notice under subdivision (1) of this subsection; or
 - (B) without a lease or with a lease terminable at will under state law, subject to the receipt by the tenant of the 90-day notice under subdivision (1) of this subsection
- except that nothing under this section shall affect the requirements for termination of any federally subsidized or state-subsidized tenancy or of any state or local law that provides longer time periods or other additional protections for tenants.
- (b) For purposes of this section, a lease or tenancy shall be considered bona fide only if (1) the mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant, (2) the lease or tenancy was the result of an arms-length transaction, and (3) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a federal, state or local subsidy.
- (c) For purposes of this section, the term "federally-related mortgage loan" has the same meaning as in 12 USC 2602(1), the Real Estate Settlement Procedures Act of 1974. For purposes of this section, the date of a notice of foreclosure shall be deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust or security deed.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.