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Docket number DBD-CV23-6048286-S	Answer date 12/18/2023	Amount of claim \$4,869.59
Name of case BROOKVIEW COMMONS LLC, BRT v. TAYLOR, MARQUIS Et Al		

1. Disposition (Do not use this form for dispositions not identified in this section. Enter all other dispositions directly into the Judicial Branch Electronic Filing System.)

- A. Judgment for the Plaintiff after Default without Hearing in Damages
- B. Judgment for the Plaintiff after Default with Hearing in Damages
- C. Judgment for the Plaintiff after Hearing
- D. Judgment for the Defendant after Hearing
- E. Judgment as to Counterclaim

2. Reasons for Decision (Must be entered when a contested hearing is held, a counterclaim is filed, or a judgment is entered in an amount other than the amount claimed.)

Plaintiff Landlord brought this claim seeking rent and fees/late charges/costs for an apartment (202) to which Landlord required Tenants to move 5 months after Tenants reported major leaks into their apartment (206). Tenants had a written lease for Apartment 206 which they entered into in December, 2022 and for which they paid a \$3500 security deposit and \$2650 a month for rent. By approximately May or June, 2023, Tenants reported major flooding in their apartment to Landlord, which Tenants alleged caused damaged to their personal property, and which likely caused damage to the apartment. Despite multiple reports of flooding throughout the summer and into the fall, Landlord only scheduled repairs to Tenant's apartment (206) during the month of October, at which time Landlord advised the repairs could take up to six months. Landlord made apartment 202, a previously unoccupied apartment available for Tenants to move into while the repairs were being made to 206, but acknowledged that 202 had its own problems. Unit 202, per Landlord, was rented under an oral lease, and thus no specific terms of said oral lease were in evidence. Tenants testified that in 202, the temporary apartment, water pressure was low, hot water did not last, tub was leaking, dishwasher did not work, a/c in master bedroom was problematic, washer/dryer did not work (and Landlord allowed

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3. Damages And Costs

Damages:	\$	1,175.00
Prejudgment Interest:	\$	0.00
Attorney Fees:	\$	0.00
Total Damages:	\$	1,175.00

Entry Fee:	\$	95.00
Service:	\$	70.00
Other:	\$	0.00
Total Costs:	\$	165.00

Post-Judgment Interest

- Not Requested
- Denied
- Granted at an interest rate of: _____ percent a year.
- Execution Stayed

Total Amount of Damages and Costs: \$ **1,340.00**

4. Order Of Payment(s)

- Total Amount above to be paid by: _____
 - Payments of \$ 50.00 every week other week month other month other _____
- are due beginning on: Date _____

Signed Magistrate Allen	Type or print name Magistrate Allen	Date signed 5/31/24
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Tenants access to 206 in order to use washer dryer). Under such circumstances, it is obvious that Tenants did not have an enjoyable stay in either of Plaintiff's apartments. Plaintiff did not make any accommodations for Tenants who suffered the flooding for months and a second apartment that had its own issues (other than to remove some late fees here or there which seemed to accrue as Tenants were trying to resolve issues and Landlord kept responding that Tenant's issues would be resolved later - see Defendant's Exhibits - text messages). Plaintiff is seeking what it claims to be unpaid rent for October and November for unit 202. Plaintiff states that for October it is only seeking rent for unit 202, but for November, it is seeking prorated rent for Unit 202 (in addition to the rent Tenants paid for November for Unit 206).

The documentation submitted by the parties differed. Plaintiff Landlord submitted documentation for unit 202 for which they were seeking rent. Defendant Tenants submitted account ledger printouts for 206 from BRT Landlord which appear to show payments of \$1475.00 in October for 206 which costs/charges are unexplained given Plaintiff had to remove Defendant Tenants from 206 to repair, after many months, the leaks/flooding in the apartment from apparent construction defects. Plaintiff then seeks to obtain rent from Tenants for 202 from October, and pro-rated for November, when Tenants paid for November on one apartment (206). A review of all documentation provided does not indicate a single payment totaling \$2650 for rent on either apartment; however, as noted, two payments totaling \$1475 for 206 was noted on the BTR account ledger. Thus, for October rent, Defendant Tenants owe \$1175. December and January (pro-rated) were deducted from the security deposit returned to Tenants (206). November rent for 202 is another matter. Plaintiff acknowledged an oral lease for 202 but no terms of the lease were provided or entered into evidence. Tenants provided multiple texts in which they requested help to move back to apartment 206 with short notice (after all, they had been told repairs could take 6 months). Plaintiff Landlord failed to provide the maintenance staff to testify as to the events of 11/9, wherein Plaintiff alleges Tenants were uncooperative with an attempted move, and, instead, provided hearsay testimony of same. Tenant's testimony as to the events of 11/9 is credible. Notably, the Certificate of Occupancy for 206 was only issued on November 16, 2023, after Plaintiff issued the notice to quit and claims rent for 202 for November, which raises the question as to how could Plaintiff Landlord require Defendant Tenants to move back into 206 November 1, before the COO was issued? And, it was clear from the photos in evidence and the report that there was a good deal of mold still in 206. As there is no lease detailing any start and end date to the tenancy in 202, no evidence of fines or fees to be assessed against Tenants, the delay in the promised help to Tenants to again transfer their belongings from 202 to 206, which move was only due to poor construction in unit 206 Plaintiff leased to Tenants, the certificate of occupancy for 206 not issuing until 11/16, no further rent is due to Plaintiff for 202 (note Plaintiff did receive rent payment for 206 for November).

Counterclaims:

Defendant Campbell's Counterclaim for damage to personal property is denied. The Lease for Apartment 206 states in both Sections 2.1 and 3.16 that Landlord was not responsible for property damage and Tenant assumed all risk for same and that Tenant was to obtain renter's insurance; and Landlord was not responsible for water leakage, respectively.

Defendant Taylor's Counterclaim for return of the security deposit is denied. The ledgers Defendants provided do not show rent payment for December, and Defendants admitted that they were in apartment 206 in January in order to have the mold testing performed through at least January 2, and the keys were not returned to Plaintiff. Plaintiff testified that a check was issued on January 12 returning the remainder of the security deposit (after December rent and pro-rated January rent were deducted), and Defendant did not challenge such assertion.