

DOCKET NO.: WWM-FA 21-6022244-S

WAITT, JAMIE

V.

WAITT, BRANDI

**FILED**

APR 22 2024

SUPERIOR COURT  
JUDICIAL DISTRICT OF WINDHAM

SUPERIOR COURT

J.D. OF WINDHAM

AT PUTNAM

April 22, 2024

**MEMORANDUM OF DECISION**

The court has fully considered the applicable statutes including but not limited to General Statutes §46b-81, as well as the testimony, evidence, applicable case law, the demeanor and credibility of the witnesses, the arguments of counsel, and proposed orders in making the findings of fact and entering the orders that issue in this decision.

**FINDINGS OF FACT**

***Jurisdictional Findings***

The parties married on August 9, 2015, at Webster, Massachusetts. The plaintiff has resided in Connecticut for a continuous period of at least twelve months immediately preceding the institution of this action. There are no children who are issue of this marriage. Neither party has received financial assistance from the State of Connecticut or any municipality therein. The allegations of the complaint are proven and true; the marriage of the parties has broken down irretrievably, with no possibility of reconciliation. The court has jurisdiction over the parties and the marriage, and all statutory stays have expired.

***The Parties***

The plaintiff husband is 52 and commenced this action on July 1, 2021. He has two daughters, who are not issue of this marriage, and currently lives with his girlfriend in the marital

*Copies mailed to all parties of record and counsel on 4/22/2024. J. Sullivan*

home. The plaintiff has worked in the automobile industry for thirty years and currently works as a corporate pre-owned director for Vachon Auto Group earning approximately \$80,000 - \$100,000 per year including bonuses and commissions. The plaintiff has struggled with substance use, specifically alcohol.

The defendant wife is 39, and resides in Dudley, Massachusetts. She has a son, who is not an issue of this marriage. The defendant also works in the automobile industry and is currently working at Executive Chevrolet, with an approximate salary of eighty-thousand dollars (\$80,000). The defendant has permanent nerve damage due to shingles but is able to work.

The parties began dating in 2010 and thereafter resided together in an apartment in Webster, Massachusetts. The parties married on August 9, 2015, and on October 31, 2017, purchased a home in North Grosvenordale, Connecticut for the purchase price of \$300,000. On or about October 31, 2019, the defendant left the marital residence.

### **DISCUSSION**

"The assignment of property in a marital dissolution rest in the sound discretion of the court." *Ridgeway v. Ridgeway*, 180 Conn. 533, 544 (1980). Connecticut's "approach to property division. . . does not limit, either by timing or method of acquisition or by source of funds, the property subject to a trial court's broad allocative power." *Krafick v. Krafick*, 234 Conn. 783, 792 (1995). General Statutes § 46b-81 recognizes "all forms of presently existing interests as property subject to distribution." *Lopiano v. Lopiano*, 247 Conn. 356, 371 (1998). Legal title to the property does not by itself determine whether it is part of the marital estate. *Watson v. Watson*, 221 Conn. 698, 711-12 (1992).

The parties are currently employed and have been living apart since 2019. Prior to their marriage the parties were drinking buddies, drinking two to three times per week in the evenings. At some point in 2015 the defendant stopped drinking as much, but the plaintiff's drinking continued to increase. The plaintiff testified that he struggled with alcohol use and that it was, at one point, out of control. He was a solitary drinker, spent time drinking by himself, and eventually moved into a separate space in the marital home. Although the plaintiff appeared earnest in his belief that he didn't know why the wife left him, he did testify that he was not as attentive, was a workaholic and isolated himself when he was home. It was clear to the court that the plaintiff was devastated when his wife left. The plaintiff does not believe his substance use was the cause of the marital breakdown.

The defendant credibly testified that the plaintiff's drinking caused the marital breakdown. She provided credible testimony regarding the plaintiff's substance use as well as changes in his behavior, temperament, and attitude as his consumption increased. The defendant testified about her repeated requests for him to stop drinking, attempts to support his recovery, and facilitating his participation in alcohol rehabilitation programs.

In 2019, the plaintiff lost his job as a result of his drinking, and with defendant's assistance entered a one-week rehabilitation program. The defendant credibly testified that she informed plaintiff that she was leaving and why after he returned from treatment. In late September 2019, the plaintiff entered a thirty-two-day alcohol rehabilitation program, and prior to his discharge, the plaintiff wife left the marital residence and the marriage. Based on the testimony of the parties, the court finds that the plaintiff's drinking was the cause of the marital breakdown.

The plaintiff credibly testified that when the plaintiff left, he had no job, no car, no income and was solely responsible for everything. In December 2019, the parties attempted

reconciliation. During the holidays, a pipe burst at the marital home causing significant damage to the residence. The plaintiff was forced to relocate during reconstruction of the home and lived with his mother and thereafter a hotel until the home was habitable. The plaintiff repeatedly asked the defendant for input and to meet with the contractors however, she was not interested in the project, and refused to make any decisions regarding the marital residence. The plaintiff testified that he gave the defendant until 2020 to let him know what was going on with the house and the marriage. The plaintiff's girlfriend moved into the home in 2020, and reconciliation was no longer possible.

Given the plaintiff's unemployment and reduced income, he was unable to pay the mortgage. In March of 2020, he obtained an eighteen-month Covid related forbearance on his mortgage and later received a \$50,000 relief grant. The funds were applied to the outstanding mortgage payments, and approximately \$26,000 was applied to the principal. In addition to the grant, the plaintiff contributed a total of eight payments between November 1, 2019, and the date of the hearing. The mortgage is now current.

The primary asset and the only matter upon which the parties disagree, is the marital property. The marital home falls within the meaning of General Statutes §45b-81. Property is to be valued as of the date of dissolution. *Sunbury v. Sunbury*, 216 Conn. 673, 676 (1990); *Rolla v. Rolla*, 48 Conn. App. 732 (1998) (10-year separation prior to dissolution). The date of separation may, however, be of significance in determining what is equitable at the time of distribution. *Bornemann v. Bornemann*, supra, 245 Conn. 536-37; *Kiniry v. Kiniry*, 71 Conn. App. 614, 624-25 (2002).

The principal balance owed on the marital property as of November 1, 2019, was \$282,279 and the principal balance owed as of the date of the trial was \$256,700. The reduced

principal is largely due to the grant. The parties stipulated that the value of the marital home as of November 1, 2019, was \$344,500 and the value as of the date of trial, March 1, 2024, was \$480,000. The parties, however, disagree as to the distribution of the equity in the marital home. Although his testimony indicated that the plaintiff believes the defendant is not entitled to any equity, plaintiff husband's proposed orders request the court award \$25,000 to the defendant. The defendant requests the court award her \$100,000 in equity.

The plaintiff contributed \$8,500 toward the purchase price of the marital home and the mortgage and deed are in his name. According to testimony, the defendant had been working only three months prior to the purchase of the home, which was the purported reason she was not on the mortgage or the deed. The plaintiff credibly testified that he was the sole financial provider for the family, including paying for the mortgage, household bills, cars, and insurance. At the time of the purchase, he was making more than the defendant and did not need or want her to have the financial burden.

During the two-year period she lived in the marital home, the defendant contributed groceries, periodic car, and insurance payments, as well as decorative improvements. The defendant testified that between 2017 and 2019 she contributed three hundred (\$300) per week to a joint checking account for the benefit of the marital residence. The defendant did not provide evidence of the joint account or bank records confirming the deposits. The court did not find her testimony regarding the alleged payments to be credible. Since leaving the marital home she has been responsible for her own rent and household bills but did not contribute in any way to the marital home since her departure in 2019. The court finds that the plaintiff contributed to the acquisition, preservation, and appreciation value of the marital home since the date of purchase.

Considering the facts of this case, the testimony and evidence presented, the credibility of the witnesses, relevant case law and statutes, and the factors enumerated in General Statutes §46b-81, the court finds the defendant wife is entitled to 20% of the equity in the marital home as of March 1, 2024.

### ORDERS

1. The marriage of the parties is dissolved on the grounds of irretrievable breakdown.
2. Alimony: Neither party shall pay alimony to the other party.
3. Real Estate:
  - a. The plaintiff shall retain the marital residence exclusively and shall hold harmless and indemnify the defendant from all expenses, costs, mortgages, taxes, notes, and liens associated with the property.
  - b. The defendant wife shall be entitled to \$44,660, representing 20% of the equity in the marital residence, as of March 1, 2024. Said sum shall be paid within eighteen (18) months from the date of dissolution.
4. Property Division: Both parties shall retain any personal property listed exclusively on their respective financial affidavits and in their personal possession, without claim by the other party.
5. Debt: Each party shall be solely responsible for their respective debts, as listed on their financial affidavits, and shall indemnify and hold the other party harmless with respect thereto.
6. Tax Returns: The parties shall file separate returns for 2022 and 2023 and shall retain for their own benefit any refund. In the event of a tax liability, they shall assume sole responsibility and indemnify and hold the other harmless with respect thereto.

7. Life Insurance: Neither party shall be required to pay life insurance for the benefit of the other.
8. Medical Insurance: The parties shall be responsible for their own health insurance needs.
9. Attorney's Fees: The parties shall be responsible for paying their own attorney's fees.
10. The court shall retain jurisdiction over each of the foregoing provisions to ensure enforcement thereof.
11. The parties are declared to be single and unmarried.

SO ORDERED.

BY THE COURT,

A handwritten signature in black ink, appearing to read 'K. DeMeola', is written over a horizontal line.

Judge Karen L. DeMeola