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Docket number DBD-CV23-5020308-S	Answer date 01/17/2024	Amount of claim \$5,000.00
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Name of case
GAINES, KIM v. JUNIOR LERICHE D/B/A MR. TIDEE CARPET CLEANING

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 brought this case seeking \$5,000.00 from Defendant for failing to fix a leak in the roof of Plaintiff's house and additional damages as a result of his work. Testimony and evidence showed the following: The parties signed a handwritten agreement on August 14, 2023 which provided that Defendant would fix Plaintiff's roof for a cost of \$2400.00 and provide a 2 year warranty against defects of the repair. A few days after Defendant's repair was completed the roof leaked again. The parties testified that Defendant came to the house more than a few times to attempt repairs, but that in mid to late October, Plaintiff told Defendant not to come to the property again and not to call her. Plaintiff's witness testified that the roof continued to leak as of the date of trial (3/18/24). Plaintiff is seeking the \$2400 which she paid to Defendant as well as an additional \$2600 to cover damage to her home from the leak and tar she alleged was spilled by Defendant on her the recently sanded and repainted deck. Unfortunately, Plaintiff failed to obtain estimates to repair, or to remove the tar, only providing the receipt from the contractors who previously sanded and repainted her deck.

Defendant testified that he spent \$700 on materials to perform the job and \$300 on waste management and an additional \$500 on
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3. Damages And Costs

Damages:	\$	1,900.00
Prejudgment Interest:	\$	0.00
Attorney Fees:	\$	0.00
Total Damages:	\$	1,900.00

Entry Fee:	\$	95.00
Service:	\$	9.65
Other:	\$	0.00
Total Costs:	\$	104.65

Post-Judgment Interest

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

Total Amount of Damages and Costs: \$ **2,004.65**

4. Order Of Payment(s)

Total Amount above to be paid by: _____

Payments of \$ 1,002.33 every week other week month other month other _____

are due beginning on: Date _____

Signed Magistrate Allen	Type or print name Magistrate Allen	Date signed 4/23/24
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materials for the follow up visits trying to resolve the leak. Unfortunately, Defendant filed no documentation into evidence, so no evidence was provided to support the amount he spent on materials.

The photos provided by Plaintiff shows that there was substantial work done to her roof, and the testimony, not refuted by Defendant that the roof still leaks. The parties agree that Defendant returned multiple times to attempt to find the source of the leak and repair, the Defendant estimating that he returned more than 10 times. This raises the question of how long and how many times should Plaintiff be expected to wait and allow Defendant to return before the job was completed correctly? As Plaintiff failed to provide evidence as to estimates for repair/costs of materials, etc., the only amount at issue is the contract price. Defendant failed to provide evidence of the costs he incurred, but testified as to removing roof, shingles, tarring, and re-roofing tarring and shingling. As such, it is clear that materials were used, just as it is clear the leak was not repaired in the multiple visits. Plaintiff deprived Defendant of his ability to cure the defect/support his warranty, but only after 2 months and multiple visits.

For all of the foregoing reasons, judgment for the Plaintiff in the amount of 1900.00