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Docket number DBD-CV-24-5020422-S	Answer date 02/26/2024	Amount of claim \$846.48
Name of case MENENDEZ, MAYRA Et Al v. TRAUBEN, JON 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.)

A trial of this matter was held on April 29, 2024, after an unsuccessful mediation. Present were Plaintiffs Myra Menedez and Bruce Gauthier and Defendants Jon and Christine Trauben. All who were to testify were put under oath and the court heard testimony.

Plaintiffs are seeking the return of a portion of the security deposit in the amount of \$846.48. Plaintiffs are seeking double damages for the security deposit withheld by Defendants.

Plaintiffs leased a property from Defendants beginning in September 2022 and vacated in November 2023. Plaintiffs
(Continued on next page)

3. Damages And Costs

Damages:	\$	1,692.96
Prejudgment Interest:	\$	8.34
Attorney Fees:	\$	
Total Damages:	\$	1,701.30

Entry Fee:	\$	95.00
Service:	\$	18.70
Other:	\$	
Total Costs:	\$	113.70

Post-Judgment Interest

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

Total Amount of Damages and Costs: \$ **1,815.00**

4. Order Of Payment(s)

Total Amount above to be paid by: 06/06/2024 to Plaintiffs

Payments of \$ _____ every week other week month other month other _____

are due beginning on: Date _____

Signed Magistrate Meyerson 444883	Type or print name Magistrate Meyerson 444883	Date signed 05/16/2024
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testified that Defendants returned their security deposit in December 2023 but deducted the cost of filling the heating oil tank to full after Plaintiffs vacated the property. Plaintiffs submitted into evidence a letter from Defendants showing the \$846.48 deduction from the security deposit. Plaintiffs testified that while residing at the property they paid all heating oil expenses.

Defendants testified that when Plaintiffs rented the property the heating oil tank was full; when Plaintiffs vacated the premises the oil tank was about one-third full. Defendants deducted the amount it cost to refill the oil tank from the security deposit. Defendants contend that they were permitted to deduct the cost to fill the oil tank from the security deposit under the lease as an "unpaid utility".

In response to the court's question, Defendants confirmed that the lease did not include a provision that the oil tank must have been full when Plaintiffs vacated the property.

It is the trier's exclusive province to weigh the conflicting evidence and accept all or some of a party's testimony. *Gallo-Mure v. Tomchik*, 78 Conn. App. 699, 715 (2003). A plaintiff or counterclaim plaintiff making a claim has the burden of proof as to that claim by a fair preponderance of the evidence. *Tianti v. William Raveis Real Estate, Inc.*, 261 Conn. 690, 702 (1995). The court, after careful consideration of the testimony and evidence of the parties, including the exhibits, finds that Plaintiffs have sustained their burden of proof. Plaintiffs have proven their case that they did not receive their security deposit back within 30 days of the termination of the lease because Defendants continue to withhold a portion of the security deposit. Plaintiffs are entitled to double damages pursuant to C.G.S. §47a-21(d)(2).

Connecticut General Statute 47a-21 permits interest on the withheld security deposit. The calculation of the security deposit interest is \$4.17 which is doubled to \$8.34.