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Docket number DBD-CV24-5020475-S	Answer date 03/13/2024	Amount of claim \$400.00
Name of case SCIARRA, ELIZABETH v. RMS DURANT LLC		

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 filed this matter seeking return of her security deposit and interest, plus double damages. Plaintiff filed suit against RMS Durant, LLC and Randal Salvatore. As discussed that the time of trial, the case is dismissed as to Mr. Salvatore. Plaintiff testified she was a tenant for 20 years. Neither party provided a copy of the original lease, nor the latest lease. Defendant provided a copy of a lease dated 2011. Plaintiff had an unfortunate fall on April 5, 2023 and had to move to a nursing home. She admitted she had not paid rent for April, 2023 at the time she left the premises nor thereafter. Due to the emergency nature of her departure and the unfortunate circumstances, Plaintiff did not provide written notice of vacating the premises in accordance with the lease, nor did she provide written notice of her new address for her security deposit to be returned in accordance with the statute, so double damages cannot be awarded. Plaintiff's unpaid April rent was \$404.04; her security deposit was \$434.00, per Defendant's Exhibit B. Defendant's Resident Ledger showed that, as of April 1, 2023, Plaintiff's balance due was \$551.96. Defendant applied the security deposit and interest to what Plaintiff owed, leaving a balance due Defendant of \$121.22 which Defendant represented it wrote off (See Defendant's letter of June 12, 2023 explaining the application of the security deposit and interest to the amount owed by plaintiff) and testified that the decision was made not to countersue for the outstanding balance. For all of the foregoing reasons, judgment for the defendant.

3. Damages And Costs

Damages:	\$
Prejudgment Interest:	\$
Attorney Fees:	\$
Total Damages:	\$

Entry Fee:	\$
Service:	\$
Other:	\$
Total Costs:	\$

Post-Judgment Interest

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

Total Amount of Damages and Costs: \$ _____

4. Order Of Payment(s)

- Total Amount above to be paid by: _____
- Payments of \$ _____ 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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