

KNO CV246067200

M.N.R. LLC

Judicial District of New London

v.

At New London

H & H Group LLC. Et a/k/a
High Group LLC and Tyrone Henry

June 7, 2024

MEMORANDUM OF DECISION

This summary process hearing on a violation of a commercial lease for property known as the Seafood Delights Restaurant occurred on this date. Present were Robert Straub, a member of the plaintiff LLC who was represented by counsel and Tyrone Henry individually, and a member of the H & H LLC. Since the defendant LLC was not represented by counsel, it was defaulted for failure to appear. The case proceeded on the evidence of Mr. Straub and Mr. Henry.¹

The case began on April 12, 2024, with the service of a Notice to Quit served on Mr. Henry claiming violation of the commercial lease and failure to pay rent. Mr. Straub testified that the parties entered into an Indenture of Lease (Exhibit 1) that provided in Paragraph 9 b) Use. "To use and occupy the leased premises for use as a Food, Cooking, Preparation Restaurant and Food Delivery Business." Further the lease provided that the Tenant would not permit the leased premises or any part thereof to be used or occupied "for any unlawful business...or being used for any purpose being disreputable, morally repugnant or extra hazardous."

The evidence as testified by Mr. Straub, supported by a New London Police report and an article from the local newspaper, reflect that on or about February 23, 2024, members of the New London Police vice and narcotics response unit, the state police crime task force and agents from the FBI and Department of Revenue Services conducted a raid on the Seafood Delights Restaurant (the leased premises). According to the police report, the task force recovered a 9mm pistol and ammunition, crack cocaine, \$3,016 in cash along with packaging materials and scales. Mr. Henry was subsequently arrested for criminal possession of a firearm, sale of illegal drugs, and possession of controlled substances.

¹ Mr. Henry was advised of his right to remain silent. He elected to make a statement denying his involvement.

He was subsequently released on a \$75,000 bond.

The court finds based upon the testimony and evidence that the premises were being used for unlawful purposes and thus, the lease had been violated. A Kapa Pretermination Notice² was provided to the defendants.

There was testimony that rent has not been paid for April, May and June. Mr. Henry disputes the failure to pay rent, claiming he offered to pay the rent but the attorneys advised the plaintiff not to accept any rental payments. (See Defendant's Answer.) The court finds this issue for the defendant.

Judgment of possession of the premises enters in favor of the Plaintiffs.



Foley, JTR #791

² *Kapa Associates vs. Flores* 35 Conn Sup. 274 (1979)