

FILED

MAY 09 2024

KNO CV 236108826 SUPERIOR COURT
NEW LONDON JUDICIAL DISTRICT
AT NORWICH JUDICIAL DISTRICT OF
NEW LONDON

C37 Capital Uncasville LLC At NORWICH
v.
David Taylor May 9, 2024

MEMORANDUM OF DECISION

This is a summary process hearing on the Defendant's Motion to Open a Judgment. This case began a year ago on March 23, 2023. In April, 2023, in court, the parties, each represented by counsel, entered into a stipulation agreeing that a judgment of possession may enter in favor of the plaintiff. The tenant agreed to owing \$4,100. A payment scheme was arranged which would allow the tenant to regain his full status as a tenant if he made payments in accordance with the repayment scheme. He did not.

On April 12, 2023, both parties were represented by counsel and a second stipulation was reached with a payment plan. It was also approved by the court. Again, Mr. Taylor violated the re-payment plan.

In August, 2023, the plaintiff filed an affidavit of non-compliance. The parties met in court. A third stipulation was entered which allowed the tenant to work to reinstatement.

On September 28, 2023, the parties were again in court regarding Mr. Taylor's failure to make timely payments. Mr Taylor now represented himself and agreed to a forth stipulation to make regular payments. Again it was approved by the court.

On November 9, 2023, Mr. Taylor filed a writ of Audita Querela seeking to enjoin the execution required by the previous stipulation. In court on November 16, 2023, Mr. Taylor successfully negotiated yet another stay of execution through September, 2024, provided he make payments in accordance with his sixth agreement.

On January 16, 2024, the plaintiff filed a sixth affidavit for non-compliance with

Memorandum sent on 5/9/24 to:
Page 1 of 2

Yona Gregory - mail
David Taylor - mail
reporter of judicial decisions

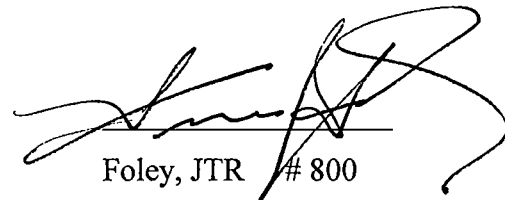
Alex Aguirre AC

the stipulation. The parties were heard on February 8, 2024, regarding the contested issues and the court thereafter wrote a Memorandum of Decision (Appendix A attached).

It is noted that the payments are for lot rent. Mr. Taylor is the owner of a non-mobile manufactured home. It cannot travel on the road. That decision was based on the arguments made and the declared discussions that a mobile home similar to Mr. Taylor's could be sold. The parties estimated it could be sold for between \$25,000 and \$30,000. The court also noted at that time that the promises of Mr. Taylor to carry out his agreements were meaningless. He had failed on six occasions to comply with his signed stipulations. The court ruled that since the plaintiff already had a judgment of possession since April 13, 2023, the best course of action for any redemption was to sell his mobile home.

Today in court on Mr. Taylor's Motion to Open, the Court asked Mr. Taylor what efforts he has made to sell his unit. Mr. Taylor said he "talked to a realtor in Branford." He did not say why he didn't talk to a local realtor. Mr. Taylor did not put up a "for sale" sign on the lot. He did not attempt to list the mobile home on the web. In his Motion to Open he claims he has been discriminated against by the landlord and the court.

This case is more than a year old. Mr. Taylor simply has never made full compliance with the Stipulations he has entered. His motion to open is denied.



Foley, JTR # 800

Appendix A

KNOCV23-6108826

JUDICIAL DISTRICT OF

C37 CAPITAL UNCASVILLE

NEW LONDON

V.

AT NORWICH

DAVID TAYLOR

FEBRUARY 8, 2024

MEMORANDUM OF DECISION

This is a summary process hearing on an affidavit of non-compliance with stipulated judgments of this court. The case began by a Notice to Quit issued on February 13, 2023 and served on the occupant of a mobile home lot owned by the plaintiff and rented to the defendant on a verbal month to month lease.

The tenant, David Taylor, a/k/a David Taylor, Sr., does not recognize that his lease to this lot has terminated in February, 2023, by lapse of time, but further by a stipulated judgment, agreed to by the parties and ordered by this court on April 13, 2023, awarding possession to the plaintiff.

According to Connecticut law, either party, the landlord or the tenant, may terminate a month to month lease, whether oral or written lease for lapse of time, by providing the other party with notice that the lease will terminate at the end of the current period and will be not be renewed. A notice to quit properly served on Memorandum Sent on 2/9/24 to:

C37 Capital = Mail

1

David Taylor = Mail

Reporter of Judicial Decisions = Mail

Charlie B (TAC)

the tenant by the landlord satisfies this requirement. General Statutes Sec. 47a-23(a)(1)(A). Here the notice to quit directed Mr. Taylor to vacate by March 19, 2023. He did not vacate and remains in possession.

According to the first stipulated agreement, of April 12, 2023, Mr. Taylor was to make use and occupancy payments in the amount of his former rent, \$510 per month, by the 10th of each month and \$510 per month on the agreed upon arrears of \$4,100.

One month later, on May 11, 2023, the plaintiff filed the first of his affidavits of non-compliance. The tenant claimed that the problem was with the schedule of payments by the Social Security Administration. The plaintiff withdrew his affidavit.

On July 11, 2023, the plaintiff filed an affidavit indicating that the tenant had failed to pay his use and possession payment and his payment on the arrears. The tenant blamed this problem on "a higher than usual electric bill." He claimed he was filing a claim for payment of the arrears by UniteCT.

On September 12, 2023, the plaintiff filed another affidavit of non-compliance indicating that the tenant had failed to pay his use and possession payment for the month. Mr. Taylor claimed that UniteCT told him not to pay it.

On October 17, 2023, the landlord filed another affidavit of non-compliance claiming that a lump sum payment of \$3,840 was not paid. The tenant tried to block this execution by filing a writ of *Audita querela*. The parties came to yet another stipulated agreement on November 16, 2023, wherein the tenant would pay \$274 per month on the arrearage of \$4,330, plus \$510 per month for use and possession.

On January 17, 2024, the plaintiff filed the sixth affidavit of non-compliance claiming that the tenant failed to pay his January use and possession payment.

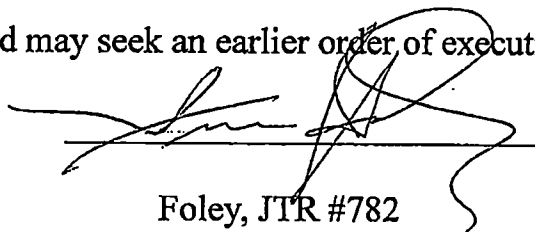
At a contested hearing on today's date, Mr. Taylor represented that he did not make the January payment because his heating system failed and he was required to have repairs made which cost him \$1,300. He says he paid the contractor \$300 toward that bill and couldn't make the payment to the landlord. He still owes the heating contractor \$1000. The arrearage toward use and possession continues to grow. It is noted that Mr. Taylor owns the mobile home and thus he is responsible for the upkeep, maintenance, and repairs on that as well as all utilities.

Mr. Taylor claims to be 80 years old and collects \$900 per month. His expenses are use and possession of \$510 per month, arrearage obligation last agreed to be \$274 per month, and heating contractor \$300 per month, for a total of \$1,084 per month without accounting for food, clothing, utilities and transportation. While he did not disclose his daughter's income, he did admit in one filing that she was receiving disability benefits.

There was discussion in court between the parties regarding a sale of the mobile home. It was discussed that the sale would produce between \$25,000 and \$35,000. Such a decision is not for the court. The mobile home is not mobile.

The court finds that Mr. Taylor's promises are without value. He has not kept his word to make his payments as agreed on six occasions. The plaintiff already has an order of possession. In order to provide the tenant with time to market his mobile home, the plaintiff may seek an execution on or after the last day of April, 2024, provided the defendant makes his use and possession payments by the tenth of each month for March and April. The February use and possession payment must be made by February 15, 2024. If the tenant fails to

make any of these payments, the landlord may seek an earlier order of execution.

A handwritten signature in black ink, appearing to be "John A. Foley", written over a horizontal line. The signature is stylized and somewhat cursive.

Foley, JTR #782