

DOCKET NO. WWMCV235015880S

RENEE ROBERTS

V.

JEREMIAH DUHAIME

FILED

JUN 04 2024

**SUPERIOR COURT
JUDICIAL DISTRICT OF WINDHAM**

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OF WINDHAM

AT PUTNAM

JUNE 4, 2024

MEMORANDUM OF DECISION

This matter involves a property dispute concerning the ownership of a black and white border collie mix, named Bear (a/k/a Nala). The parties agree that Renee Roberts (hereinafter “plaintiff”) adopted the dog from Stephanie Dyer on or about June 12, 2022. At that time, the plaintiff lived in the same building as Jeremiah Duhaime (hereinafter “defendant”) located at 2 Gorman Street in Moosup. The parties were in a dating relationship at the time of Bear’s adoption, but there is no claim that they adopted the dog together. The relationship has since terminated, and the defendant has maintained physical custody of Bear.

The plaintiff filed a civil complaint against the defendant, essentially seeking the remedy of replevin. She has requested that the court order the defendant to return the dog to her. The defendant has argued that he is the rightful owner of Bear.

RELEVANT LAW

In Connecticut, dogs are deemed to be personal property. Conn. Gen. Stat. § 22-350. The action of replevin may be maintained to recover any goods or chattels in which the plaintiff has a general or special property interest with a right to immediate possession and which are wrongfully detained from her in any manner, together with the damages for such wrongful detention. Conn. Gen. Stat. § 52-515.

Copies mailed to both parties on 6/4/2024. J. R. Sullivan III, SC

Connecticut does not have established caselaw that addresses the matter at hand. There are jurisdictions that have held that domestic animals should be treated like any other piece of property in custody disputes. In contrast, some states have reasoned that dogs should be treated differently than inanimate objects because of the uniquely close relationships that they have with their owners. For example, New York and Rhode Island courts have recently held that the “best interests of the dog” should be considered when determining which party should be granted ownership. *Bunker v. Boyd*, Rhode Island Superior Court, Kent, C.A. No. KD-2023-1139 (May 14, 2024, McHugh, J.), citing *L.B. v. C.C.B.*, 77 Misc. 3d 429, 175 N.Y.S.3d 705 (2022). There, courts considered each party’s involvement in healthcare decisions and caretaking abilities for the animal, among other factors, when determining what would be in the best interests of the companion pet.

FINDINGS

The court heard testimony from the parties on May 29, 2024. The plaintiff testified that on or about October 16, 2023, she and the defendant had a dispute that resulted in the termination of their dating relationship. She testified that the defendant has had possession of Bear since that time.

The defendant acknowledged at trial that Bear was adopted by the plaintiff and that he had no role in the adoption process. However, he testified that he was in possession of Bear prior to October 2023. The defendant also testified that the dog needed medical care relating to fur loss and fecal worms when he took sole custody of her.

There is no dispute that both parties, and Bear, spent significant time at the defendant’s home. The plaintiff testified that she was at the defendant’s home seven days per week for

approximately eight hours per day. She acknowledged that on most occasions she brought Bear with her to the defendant's home, where the dog spent approximately twenty overnight visits. The defendant disputes the plaintiff's testimony on this issue and says that the dog regularly spent nights at his home. He testified that Bear spent more nights at his home than at the plaintiff's home.

With respect to the financial obligations associated with pet ownership, the parties acknowledged that they shared costs, but disagreed as to the extent. The plaintiff testified that Bear was typically fed whatever food she and the defendant were eating. The defendant testified that the dog eventually moved to a dog food diet, and that he was responsible for purchasing Bear's food ninety-five percent of the time.

As for veterinary care, the plaintiff testified that at the time she adopted Bear, the dog had a rabies vaccination. However, she testified that she did not take Bear to the veterinarian because she did not believe a medical condition existed that ever warranted a healthcare visit. In contrast, the defendant testified that he began taking Bear to the veterinarian because the dog had worms in her feces. He also stated that the dog was suffering from fur loss.

The defendant testified that he initially used an at-home treatment to address Bear's medical ailments. He eventually brought the dog to the veterinarian because of Bear's continued loose stool and skin irritations, which were causing fur loss. The defendant provided evidence at trial demonstrating that he brought the dog to VCA Plainfield Animal Hospital to treat these symptoms, where the dog was put on antibiotics to address her skin condition. The invoice for this provider that was submitted by the defendant identifies the subject dog by the name Nala. The plaintiff entered evidence into the record confirming the name change, and further

referenced the name Nala in her complaint. There is no dispute that Bear and Nala are the same dog.

The defendant testified that Bear was given antibiotics to address her fecal worms in a follow-up veterinarian visit. He testified that Bear's healthcare visits have continued while he has been in sole custody of the dog, with the last evaluation being an annual checkup that occurred on May 16, 2024.

The plaintiff testified that she last saw Bear in January 2024, at which time the dog appeared very excited to see her. She further testified that Bear looked healthy as of that date.

The parties testified at trial concerning their respective financial abilities to take care of Bear's grooming needs. The plaintiff testified that although she has not worked for approximately 17 years, she has state financial assistance as a source of income. She testified that she receives sufficient assistance to allow her to care for Bear. The plaintiff testified that she never licensed Bear with the town of Plainfield while in custody of the dog.

The defendant testified that he currently performs jobs as a handyman, where he earns \$400.00 - \$600.00 per week. He continues to live in the same building as the plaintiff. The defendant testified that he recently accepted a full-time construction job in Newfield, New York. He testified that he has not yet secured a home in New York, but noted his employer will be providing hotel accommodations after his move. The defendant testified that the hotel he will be staying at permits dogs, and that he intends on securing a more permanent residence in New York.

As for Bear's grooming needs, the defendant testified that he performs basic tasks at home (e.g., nail trimming). He testified that he takes the dog to grooming appointments for fur

maintenance, and that Bear regularly takes preventative heartworm medication. The defendant also entered evidence into the record that confirms he has licensed Bear with the town of Plainfield, and that the license is current.

CONCLUSION

The court has considered the parties' arguments, their testimony, and the exhibits that have been entered into the record. Irrespective of the plaintiff's original claim to Bear following her adoption, which is not in dispute, the court concludes the parties shared the financial responsibilities, daily care, and housing of the subject dog while in a dating relationship. This created a reasonable property claim to Bear by each party once their relationship ended. The plaintiff has not sustained her burden of proof that she is the exclusive owner of Bear or that her rights of possession are greater than those of the defendant.

Both parties can argue that their respective relationship with Bear makes them the rightful owner of the dog. Consequently, in addition to relying on the subjective interests claimed by each party, the court has also considered all testimony and evidence to reach a determination as to what would be in the best interests of the dog.

The record demonstrates that the defendant has been the party most responsible for consistently addressing Bear's nutritional, medical, and grooming needs. The defendant has also established that he is better equipped to manage the financial obligations required to care for the dog. The court concludes that the testimony of the defendant on these issues was more credible than that of the plaintiff.

For the foregoing reasons, the court hereby enters judgment in favor of the defendant, and awards orders ownership and possession of the black and white border collie mix known as Bear (a/k/a Nala) to the defendant.

BY THE COURT

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Necci, J.

A handwritten signature in black ink, appearing to be 'J. Necci', written over a horizontal line.