

H-1622
DOCKET NO. HDSP-179813 : SUPERIOR COURT
CHFA SMALL PROPERTIES : HOUSING SESSION
v. : AT HARTFORD
DWYNN CAMPBELL and : APRIL 1, 2016
JAMES G. CROOMS

**MEMORANDUM OF DECISION
ON COMPLAINT FOR SUMMARY PROCESS
AND MOTION TO DISMISS**

This memorandum of decision addresses the summary action brought by the plaintiff CHFA Small Properties (CHFA) to obtain possession of premises allegedly occupied by the defendants Dwynn Campbell (Campbell) and/or James G. Crooms (Crooms) through an eight count complaint: the First and Second Counts sound against Campbell alone; the Third, Fourth, Fifth and Sixth Counts sound against both Campbell and Crooms; and the Seventh and Eighth Counts sound against Crooms alone. The memorandum further addresses Campbell's three separate special and the issues raised by her November 19, 2015 Motion to Dismiss.

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The case was tried to the court over the course of several days; as Campbell's motion to dismiss was filed after trial had commenced, the court consolidated its hearing with the ongoing proceedings.¹ The court received a final brief on December 9, 2015. CHFA was represented by counsel; initially self-represented, Campbell was represented by counsel during the evidentiary portion of the matter and through argument.² Crooms was self-represented.³

As the plaintiff, CHFA bears the burden of proving the operative allegations of its complaint by a fair preponderance of the evidence.⁴ Campbell bears like burden of proof insofar

¹ In court on October 14, 2015, Campbell's Request for Leave to File Amendment to Answer was granted; her amended answer to the complaint presented CHFA with newly operative special defenses. As all parties were in attendance, the court permitted CHFA to orally deny all allegations presented in Campbell's amended special defenses. Campbell's November 19, 2015 motion to dismiss was filed thereafter. Although the motion to dismiss raises issues of subject matter jurisdiction, her claims are premised not only upon issues of law but also upon the same factual contests as those raised in the summary process action. Given the parties' fundamental disagreements as to many factual claims contained in Campbell's motion to dismiss, the court concluded that the jurisdictional issues could best be resolved through consolidation of the motion to dismiss with hearing of the summary process claims.

² Campbell's November 19, 2015 motion to dismiss was filed thereafter. after she had filed an amended answer to the complaint with newly operative special defenses, and after a substantial amount of testimony and documentary evidence already had been delivered to the court. Nominally, the motion to dismiss raises issues of subject matter jurisdiction; however, the arguments are premised upon the same factual contests as those relevant to the summary process complaint, not only upon issues of law. Given the parties' fundamental disagreements as to many factual claims contained in Campbell's motion to dismiss, and the entirety of the issues addressed in their closing arguments, the court concluded and the parties apparently agreed that the jurisdictional issues could best be resolved through consolidation of Campbell's motion to dismiss with hearing of the pending summary process claims.

³ Crooms answered the complaint, but filed no special defenses.

⁴ The standard of proof, a fair preponderance of the evidence, is "properly defined as the better evidence, the evidence having the greater weight, the more convincing force in your mind." (Internal quotation marks omitted.) *Cross v. Huttenlocher*, 185 Conn. 390, 394, 440 A.2d 952 (1981). "The general burden of proof in civil actions is on the plaintiff, who must prove all the essential allegations of the complaint." *Gulycz v. Stop & Shop Cos.*, 29 Conn. App. 519, 523, 615 A.2d 1087, cert. denied, 224 Conn. 923, 618 A.2d 527 (1992), citing *Lukas v. New Haven*, 184 Conn. 205, 211, 439 A.2d 949 (1981). "While a plaintiff is entitled to every favorable inference that may be legitimately drawn from the evidence, and has the same right to submit a weak case as a strong one, the plaintiff must still sustain the burden of proof on the contested issues in the complaint and the defendant need not present any evidence to contradict it. *Lukas v. New Haven*, supra, 184 Conn. 211.

as her special defenses are concerned.⁵

I

FACTUAL FINDINGS

The court received testimony from multiple witnesses and received numerous documents in evidence; all evidence was vigorously tested by cross-examination. The court has reviewed the pleadings and considered the evidence in its entirety using the applicable principles of law.⁶ Accordingly, the court finds the facts set forth throughout this decision to have been proved by a fair preponderance of the evidence.

⁵ See Civil Jury Instructions Civil Jury Instructions, 2.6-2 Burden of Proof - Affirmative Defenses.

⁶ “The [fact-finding] function is vested in the trial court with its unique opportunity to view the evidence presented in a totality of circumstances, i.e., including its observations of the demeanor and conduct of the witnesses and parties” (Internal quotation marks omitted.) *Cavolick v. DeSimone*, 88 Conn. App. 638, 646, 870 A.2d 1147, cert. denied, 274 Conn. 906, 876 A.2d 1198 (2005). “It is well established that in cases tried before courts, trial judges are the sole arbiters of the credibility of witnesses and it is they who determine the weight to be given specific testimony. . . . It is the quintessential function of the fact finder to reject or accept certain evidence” (Internal quotation marks omitted.) *In re Antonio M.*, 56 Conn. App. 534, 540, 744 A.2d 915 (2000). “The sifting and weighing of evidence is peculiarly the function of the trier [of fact].” *Smith v. Smith*, 183 Conn. 121, 123, 438 A.2d 842 (1981). “[N]othing in our law is more elementary than that the trier [of fact] is the final judge of the credibility of witnesses and of the weight to be accorded their testimony.” (Internal quotation marks omitted.) *Toffolon v. Avon*, 173 Conn. 525, 530, 378 A.2d 580 (1977). “The trier is free to accept or reject, in whole or in part, the testimony offered by either party.” *Smith v. Smith*, supra, 183 Conn. 123. “That determination of credibility is a function of the trial court.” *Heritage Square, LLC v. Eoanou*, 61 Conn. App. 329, 333, 764 A.2d 199 (2001). “Although each witness must stand or fall upon his own testimony, the trier is nevertheless free to disbelieve even unimpeached and uncontradicted testimony.” *Shipman v. Carr*, 38 Conn. Supp. 393, 395, 449 A.2d 187 (1982); see also *Sullivan v. Lazzari*, 135 Conn. App. 831, 846, 43 A.3d 750, cert. denied, 305 Conn. 925, 47 A.3d 884 (2012). “[A] trier is not required to believe testimony merely because it is not directly contradicted” (Citations omitted.) *Johnson v. Fuller*, 190 Conn. 552, 556, 461 A.2d 988 (1983). “[T]he trier is free to juxtapose conflicting versions of events and determine which is more credible. . . . It is the trier’s exclusive province to weigh the conflicting evidence and determine the credibility of witnesses. . . . The trier of fact may accept or reject the testimony of any witness. . . . The trier can, as well, decide what — all, none, or some — of a witness’ testimony to accept or reject.” (Citations omitted; internal quotation marks omitted.) *State v. Osborn*, 41 Conn. App. 287, 291, 676 A.2d 399 (1996). The trial court’s function as the fact finder “is to draw whatever inferences from the evidence or facts established by the evidence it deems to be reasonable and logical.” (Internal quotation marks omitted.) *In re Christine F.*, 6 Conn. App. 360, 366, 505 A.2d 734, cert. denied, 199 Conn. 808, 809, 508 A.2d 769, 770 (1986).

CHFA is the landlord for the residential property development known as Eno Farms which contains fifty dwelling units, including the dwelling unit known as 1 Hitchcock Circle in Simsbury, Connecticut. CHFA uses Konover Residential Corporation as its property managing agency; Julie Hoylst is the assigned property manager for Eno Farms and its dwelling units. 1 Hitchcock Circle is a three-bedroom, two and a half bathroom dwelling unit. (Ex. 5; Tes. Hoylst.)

Now aged sixty-three, Campbell has leased and lived at 1 Hitchcock Circle for approximately 23 years. She is the mother of two sons. Born in late 1981, Crooms lived with his mother Campbell and his older brother at 1 Hitchcock Circle from late childhood into adulthood; he was a party to the lease for that dwelling unit in 2010, 2011, 2012, and 2013.⁷ In March 2012, Campbell completed and signed a Recertification Update in preparation for renewal of her lease. Thereupon, she indicated that she was receiving unemployment compensation and resided at the premises with her Crooms and Crooms's then young children Destiny and Tyshawn.⁸ As an adult Tenant at 1 Hitchcock Circle, Crooms also signed the Recertification Update in March 2012. From Crooms's and Campbell's execution of the 2012 Recertification Update, and from their lawful residence at Eno Farms in previous years, it is reasonable to infer that they each knew the requirements for their own conduct and behavior upon the Eno Farms premises, and for the conduct and behavior of their guests utilizing the premises, as these requirements were a part of the terms of the lease that formed the basis for their occupancy of 1 Hitchcock Circle and were also a part

⁷ Campbell maintained Crooms and his brother Terrence on the lease for many years after each reached adulthood. (Tes. Campbell.)

⁸ At the time, Crooms had sole custody of Destiny and Tyshawn. (Tes. Campbell, Crooms.)

of the Eno Farms Tenant Rules incorporated into and made a part of the lease.⁹ It is further reasonable to infer that both Campbell and Crooms had agreed to comply with those rules and to abide by the terms of the lease during their occupancy at 1 Hitchcock Circle. (Exs. 4, 5, 11; Tes. Hoylst, Brittell, Campbell.)

On December 13, 2012, Crooms was presented to the court after arrest on a warrant charging him with multiple offenses including Burglary and Theft of a Firearm alleged to have occurred on November 30, 2012. Finding probable cause for these and other charges, the court set bond at \$100,000. As Crooms made his home with his mother and lived with her at 1 Hitchcock Circle prior to being held in relation to these charges, it is reasonable to infer that Campbell was knew that Crooms had been arrested, and was well familiar with the nature and extent of the inherently violent criminal conduct associated with the felony offenses with which Crooms was charged and for which probable cause was found. (Ex. 9; Tes. Crooms.)

In March 2013, in preparation for renewal of the lease, Campbell met with the property manager Hoylst, completed and signed another Recertification Update: Campbell again indicated that she resided at the premises with Crooms and her grandchildren Destiny and Tyshawn. As both Campbell and Crooms executed the 2013 Recertification Update, it is again reasonable to infer that they each knew the requirements for their own conduct and behavior, and for the conduct and behavior of their guests utilizing the premises, that were a part of the Eno Farms Tenant Rules and also a part of the terms of the lease for 1 Hitchcock Circle; it is further reasonable to infer that both

⁹ For purposes of this summary process action, the court finds that the Eno Farms Tenant Rules, made a part of and incorporated into the lease, were adopted pursuant to General Statutes § 47a-9 (a). (Ex. 5.) There is no evidence establishing any change in the Tenant Rules that substantially modified the terms of any lease establishing the requirements for conduct of CHFA, Campbell, Crooms, and/or any guests of Campbell at Eno Farms. See § 47a-9 (b).

Campbell and Crooms had agreed to comply with those rules and to abide by the terms of the lease when they resided on the premises.¹⁰ (Exs. 4, 5, 12; Tes. Campbell, Hoylst.)

On April 30, 2013, Crooms pled guilty to two felony charges: one count of Burglary in the 3rd Degree and one count of Theft of a Firearm. On June 18, 2013, the court (*Brunetti, J.*) imposed concurrent sentences of 4 years suspended after 10 months with three years of probation for each felony conviction.¹¹ Crooms has also been convicted of possession of marijuana, for which he received a six months sentence. (Ex. 9; Tes. Crooms.)

While incarcerated, Crooms did not live with Campbell. Crooms was discharged from incarceration either in the spring or summer of 2013. At some time in 2013, the Department of Children and Families (DCF) decided it would be better for Destiny and Tyshawn if Crooms moved out of 1 Hitchcock Circle and kept his own apartment. Crooms did not lose custody of the children until early 2014, however, when Campbell became their legal guardian. DCF permitted the transfer of guardianship upon the condition that Crooms reside at a place other than 1 Hitchcock Circle.¹² (Tes. Crooms, Campbell.)

On April 8, 2015, when she was over the age of 62, Campbell alone filled out and signed a Recertification Update in preparation for renewal of her lease for 1 Hitchcock Circle.¹³ Campbell

¹⁰ The March 13, 2013 Recertification Update form bears signatures of both Campbell and Crooms. The evidence is insufficient to permit the court to determine whether Crooms was incarcerated on that date.

¹¹ All conditions of probation were to remain in effect until June 18, 2016. (Tes. Crooms.)

¹² In view of the size of 1 Hitchcock Circle and in view of Crooms's recent felony convictions for offenses involving violent conduct, the court does not credit Campbell's explanation that DCF would not allow Destiny and Tyshawn to live with their father because separate bedrooms were required for each occupant. (Tes. Campbell.)

¹³ No party proffered a document representing a 2014 Recertification Update form for the court's review.

expressly indicated, in on the Recertification Update form and in conversation that date with Hoylst, that her entire household consisted of herself, then 9-year old Destiny and then 6-year old Tyshawyn. The 2015 form reaffirmed the conditions of Campbell's lease and the Tenant Rules which allowed 1 Hitchcock Circle to be the residence only of individuals identified on the Recertification Update document, clearly stated and reaffirming,: "No one else can join the household *without prior management approval . . .*" (Emphasis added.) (Ex. 6; Tes. Campbell, Hoylst.)

On April 30, 2015, Hoylst and Campbell entered into a written lease permitting Campbell to reside at, use and occupy the premises from May 1, 2015 through April 30, 2016, in exchange for a number of clearly designated conditions including, but not limited to, the tenant's agreement that she would "be the sole occupant of . . . of the Unit. Occupancy by any other individuals . . . is a violation of the Lease thereby subjecting [Campbell] to eviction. . . If [Campbell] wishes to add a person to this Lease, Landlord must provide prior written permission through an amendment or addendum to this Lease." (Lease ¶ 9, Ex. 4.) In addition, Campbell agreed, as a condition of the lease for 1 Hitchcock Circle, to abide by all of the "rules and regulations applicable to the Unit and the Eno Farms Premises" (Lease ¶ 13, Ex. 4.) and to "obey and comply with the Tenant Rules . . . which are . . . made a part of this lease" (Lease ¶ 36, Ex. 4; see Ex. 5.) Those Tenant Rules included, among other things: the obligation that "Tenant shall now allow anyone not included in Certification Recertification form to use his/her leased Premises *when tenant is not on premises . . .*" (Emphasis added.) (¶ 14 Tenant Rules, Ex. 5.); clear notification that Campbell would be "responsible for the actions of friends/relatives/visitors while they are on the Premises. Any violation of the Lease of these Rules by Tenant's friends/relatives/visitor while they are on the

premises *shall be considered a breach of the Lease by Tenant regardless of whether or not Tenant is on the Premises* at the time of such violations” (Emphasis added.) (¶ 15 Tenant Rules, Ex. 5); agreement that “Guests and visitors are expected to follow all Tenant Rules. A ‘visit’ of more than 14 days, consecutive or not) within any forty-five (45) day period *constitutes unauthorized occupancy and is a violation of the Lease.*” (Emphasis added.) (¶ 16 Tenant Rules, Ex. 5); understanding that “Any criminal offense under state . . . law *committed by a Tenant or Tenant’s guest(s) which impairs the physical and/or social environment and which occurs on or about the premises* or on or about any location within the Premises shall be cause for Management to terminate Tenant’s Lease.” (Emphasis added.) ¶ 17 Tenant Rules, Ex. 5.) Moreover, and highly relevant to the parties’ summary process litigation, the lease represents Campbell’s understanding of her clear responsibility to ensure that any tenant of 101 Hitchcock Circle “*shall not make or permit disturbing noises to be made by Tenant, Tenant’s Family or Tenant’s guests in the Unit or at the Eno Farms premises or permit anything to be done by such persons which is unlawful, improper or otherwise offensive to, other tenants in the Eno Farms community.*” (Emphasis added.) (Lease ¶ 15, Ex. 4.)

Multiple aspects of the highly credible testimonial evidence support the court’s conclusion that after his 2013 discharge from incarceration, Crooms continued to exclusively live and reside at 1 Hitchcock Circle, just as he had made his home there with his mother Campbell during the years prior to his December 2012 arrest, as a lessee and designated resident. In more recent years in the spring and early summer of 2015 and on June 6, 2015, Crooms occupied that dwelling unit and resided there with his children. Crooms spent many, many hours each day at that dwelling unit each day, coming and going as he pleased, having actual possession of such premises as an

occupant whom Campbell had willfully and intentionally caused, allowed or permitted to live there, or as Campbell's long term-guest whom she had willfully and intentionally invited to reside there, all without authorization from CHFA.¹⁴ Crooms's residence at and occupancy of 1 Hitchcock Circle has been interrupted only by the incarceration related to the criminal charges described above. The car Crooms drives is parked at 1 Hitchcock Circle late every evening and is still parked there every morning; although Crooms drives away from 1 Hitchcock Circle from time to time, the car returned to that location within a relatively short period; the reasonable inference, unsullied by any reliable evidence to the contrary, is that because he resides at 1 Hitchcock Circle, both Crooms and the car he regularly drives are present at 1 Hitchcock Circle every single day. For years other than during his time in prison, Crooms was always at 1 Hitchcock Circle whenever any CHFA conducted any maintenance or repair work at the dwelling unit. Continuing into late spring and early summer 2015, Crooms was predictably observed leaving 1 Hitchcock Circle very early almost every morning, being present in the afternoon, sometimes leaving in the evening, but returning to that dwelling unit seven days a week and on a continuous basis; that pattern continued both before and after the events of June 6, 2015, after the sending of the pretermination letter, and after service of the notice to quit referenced below; and that pattern of residence at, use and possession of 1 Hitchcock Circle, whether as an unauthorized occupant or as a very long-term guest, continued

¹⁴ "What a person's intention was is usually a matter to determined by inference . . . intent is generally proved by circumstantial evidence." Criminal Jury Instructions, § 2.3-1. Evidence of Intent. In determining that Crooms did occupy the premises, without the Landlord's approval but with Campbell's permission, on June 6, 2015 and on the other dates referenced in this memorandum of decision, "the court relied upon the Black's Law Dictionary definition of . . . 'occupant' as '[o]ne who has possessory rights in, or control over, certain property or premises.' See Black's Law Dictionary (8th Ed. 2004)." *Estate of Owens v. CTRE, LLC*, 123 Conn. App. 61, 66, 998 A.2d 1285 (2010) (determining that commercial party to a lease occupied the premises even though it did not conduct business there as anticipated). See *Id.*, 67 n.6 (referencing our Supreme Court's frequent use of Black's Law Dictionary to ascertain the meaning of otherwise undefined terms).

through the time of trial.¹⁵ (Exs. 2, 6; K. Riddick, K. Williams, C. Riddick, Brittell, Hoylst, Hebert, Crooms, Campbell.)

The evidence as a whole supports the finding that Campbell wilfully, intentionally and knowingly invited, allowed and permitted Crooms to possess, use, occupy and control 1 Hitchcock Circle, the home in which he had grown up and in which his children Destiny and Tyshawn were being raised. The court received no evidence whatsoever to indicate that Campbell had ever restricted or limited Crooms's use, occupancy, possession or control of 1 Hitchcock Circle or of the common, public areas surrounding that dwelling unit; to the contrary, whether or not Crooms had keys to the premises, whether he helped pay rent due, or whether he physically or financially improved the dwelling unit in any way, Crooms's residence at and occupancy, use, possession and functional control of 1 Hitchcock Circle in 2015 and through the time of trial was fully established by the fact that he had complete and unfettered access to the dwelling unit even when Campbell was not physically present, notwithstanding Tenant Rule ¶ 14, referenced above, of which both Crooms and Campbell were aware.¹⁶ (Exs. 2, 4, 5, 6; K. Riddick, K. Williams, C. Riddick, Brittell,

¹⁵ See footnote 14. In finding that Crooms resided at, had possession of, used and occupied 1 Hitchcock Circle just before, on and after June 6, 2015, the court fully credits the testimony of Carlton Riddick, a stay-at-home father who moved into 2 Hitchcock Circle in May 2015 and has had abundant opportunity to view Crooms's comings and goings at 1 Hitchcock Circle. Carlton Riddick's credible and reliable testimony concerning Crooms's actual residence at, possession, control, use and occupancy of 1 Hitchcock Circle is detailed and consistent with the similar and highly reliable related evidence provided at trial through the credible and reliable testimony of Kadaisha Riddick, Kiyanah Williams and the totality of the evidence adduced through the Simsbury police officer Trevor Brittell. (Ex. 2; Tes. C. Riddick, K. Riddick, K. Williams, Brittell.)

¹⁶ In concluding that Crooms had a possessory interest in and control of 1 Hitchcock Circle as of June 6, 2015, the court fully credits the testimony of Simsbury police officer Brittell who reasonably determined that Crooms resided at that address, and at no other location, in the course of his investigation of events occurring on that date, described below. The court has adhered to the principles of Civil Jury Instructions Civil Jury Instructions. 2.5-5 Testimony of Police Officials, as well as all applicable rules for assessing the quality of evidence, when making this determination. The court has utilized the content of Exhibit 2 only insofar as it presents information reflecting "the police officer's own observations or . . .

Hoylst, Hebert, Crooms, Campbell.)

In 2015, Campbell's status as a non-working, retired pensioner supports the inference that she could have made herself available to supervise Destiny and Tyshawn at Eno Farms, to bring them to the bus stop or to retrieve them from school. This fact diminishes any value of the evidence offered by Campbell and Crooms in an unsuccessful effort to establish that Crooms spent so many hours of the day at 1 Hitchcock Circle there as a child care provider. In the spring and early summer of 2015, the evidence support the further inference that Crooms spent long periods of time at 1 Hitchcock Circle not because he was visiting his children, but because with Campbell's willing and intentional agreement, he maintained actual possession of, used and resided the dwelling unit either as an occupant or a very long-term guest unauthorized by CHFA. Crooms made his nearly constant presence at 1 Hitchcock Circle openly notorious and visible to his neighbors, without interruption and throughout the course of trial. (Exs. 2, 6; K. Riddick, K. Williams, C. Riddick, Brittell, Hoylst, Hebert, Crooms.)

In concluding that the evidence as a whole supports the finding that, following Crooms's discharge from incarceration after serving his sentence for convictions for Burglary in the 3rd degree and Theft of a Firearm, Campbell intentionally, knowingly and voluntarily allowed Crooms to return to 1 Hitchcock Circle and to resume making that dwelling unit his actual residence, Campbell elected to withhold that fact from CHFA, and without ever informing the landlord of Crooms's resumed use, occupancy, possession and control of the premises. While Campbell admitted that she did not put Crooms's name on the 2014 Recertification Update form, just as she

information provided by an observer with a business duty to transmit such information" *Housing Authority v. Deleon*, 79 Conn. App. 300, 307, 830 A.2d 298, 303 (2003).

had omitted his name from the 2015 Recertification Update form, the court does not credit her claim that she did not notify the landlord of Crooms's presence because she, alone, had become the guardian for Destiny and Tyshawn.¹⁷ There is no evidence from which the court could reasonably conclude that Crooms spent time at 1 Hitchcock Circle without Campbell's permission; to the contrary, the totality of the evidence supports the conclusion that, as previously discussed, Campbell wilfully, knowingly and intentionally, caused, allowed or permitted Crooms to have full reign of the premises. As a party to the Eno Farms lease and subject to the Tenant Rules, whether Crooms was present at 1 Hitchcock Circle as a de facto tenant or as a guest, the lessee Campbell was still charged with the responsibility for ensuring that Crooms complied with ¶¶ 13, 15, and 36 of the lease and ¶¶ 15 and ¶ 17 of the Tenant Rules, and was subject to the consequences if Crooms engaged in offensive or unlawful conduct or other behavior proscribed by the lease or the Tenant Rules. (Exs. 4, 5; Tes. Campbell, K. Riddick, K. Williams, C. Riddick, Brittell, Hebert, Hoylst.)

On June 6, 2015, with her mother Kiyannah Williams, her father Carlton Riddick and her younger brother CJ Riddick, adolescent Kadashia Riddick had resided in the dwelling unit at 2 Hitchcock Circle in Eno Farms having moved there in May 2015 from another dwelling unit the Tuller Complex area of Eno Farms. 2 Hitchcock Circle is located directly across the way from, nearly adjacent to, and has a clear view of the dwelling unit at 1 Hitchcock Circle. (Tes. K. Williams, K. Riddick, Hoylst.)

Prior to June 6, 2015, Crooms had been friendly with Carlton Riddick; they had known each

¹⁷ No 2014 Recertification Update Form was received in evidence. The court does not credit Campbell's testimony that James Crooms moved out of 1 Hitchcock Circle in approximately 2007. The court finds the other evidence, including but not limited to the Recertification Update forms Campbell and Crooms signed in 2012 and 2013, to fully establish that Crooms has remained living at, possessing, using and occupying 1 Hitchcock Circle at all times relevant to these proceedings, except when he has been incarcerated. (Exs. 2, 9, 11, 12; Tes. K. Riddick, K. Williams, C. Riddick, Hoylst, Brittell, Hebert.)

other since middle school and the families had regular interaction before Kiyana Williams, Carlton Riddick and their children moved to 2 Hitchcock Circle. Crooms was a guest at 2 Hitchcock Circle on the night of June 5 and into the early morning hours of June 6, 2015. (Tes. K. Williams, C. Riddick, K. Riddick.)

Prior to June 6, 2015, Kadashia and CJ had often played peacefully with Crooms's daughter Destiny, although Destiny was sometimes aggressive. (Tes. K. Williams.) On the afternoon of June 6, 2015, as friends, 12 old Kadashia, CJ, Tyshawn, 9 year old Destiny and other children all engaged in a game of tag in a common area outside 1 Hitchcock and 2 Hitchcock Circle.¹⁸ Tyshawn became aggressive toward CJ, scratching and hitting CJ in the face and on his stomach area. The aggressive conduct ceased when Christina Cocchi, the mother of Tyshawn and Destiny, emerged from 1 Hitchcock Circle and intervened. However, when Cocchi left the area, Tyshawn again began acting in an aggressive manner toward Destiny and another child. Crooms then emerged from 1 Hitchcock Circle, directed vulgar and offensive utterances at some of the children and appeared to be very angry.¹⁹ Crooms then, recklessly and/or with the intention of causing injury to Kadashia, shoved the adolescent and stepped on her foot although no injury resulted. Kadashia ran to 2 Hitchcock Circle and reported the events to her father. When Carlton Riddick approached the area where the children were located, Crooms angrily declared that he was going to protect his son. Then, recklessly and/or with the intention of causing him injury, Crooms swung at, tackled and assaulted Carlton Riddick, hitting Carlton Riddick squarely in the face, and pushing him with such

¹⁸ Kadashia, poised and articulate, was 13 years old when she testified at trial. (Tes. K. Riddick.)

¹⁹ See, e.g., *In re Alissa N.*, 56 Conn. App. 203, 214, 742 A.2d 415, 421 (1999) (lay witnesses may provide testimony regarding observed facts); *State v. Lamme*, 19 Conn. App. 594, 606, 563 A.2d 1372, 1378 (1989) *aff'd*, 216 Conn. 172, 579 A.2d 484 (1990).

force that Riddick fell to the ground, sustaining injury to his shoulder as a result of Crooms's conduct. Kiyanah Williams, who had come to the common area, observed Crooms hit Carlton Riddick in the face, and saw Crooms step on Kadashia's foot. Kiyanah Williams further observed Crooms place one hand in a position to simulate holding a handgun, pointing it toward Carlton Riddick, and observed Crooms place his other hand in a position to mimic firing the virtual handgun in the direction of Carlton Riddick; whether reckless or intentional, this aspect of Crooms's physical display of future action further disturbed the neighbors' peaceful enjoyment of the premises.²⁰ Multiple aspects of Crooms's conduct, as described above, both impaired the social environment on the premises, disturbed the neighbor's peaceful enjoyment of the premises and, furthermore, are sufficient to meet, by a fair preponderance of the evidence the elements of numerous criminal offenses under our state law.²¹ Campbell was not present during any aspect of Crooms's infliction of bodily harm upon Carlton Riddick or Crooms's other aggressive, assaultive and/or threatening conduct on this occasion. (¶ 17 Tenant Rules, Ex. 5; Tes. K. Riddick,

²⁰ The court credits the aspect of Crooms's testimony in which he admits coming out of 1 Hitchcock Circle on June 6, 2015 and swinging at Carlton Riddick after which Riddick ended up on the ground. (Tes. Crooms.) Although Crooms was never arrested for his conduct on that date, there was insufficient evidence from which the court could reasonably conclude that Crooms assaulted Riddick in self-defense or out of need to protect another person from harm.

²¹ For instance, by shoving Kadashia Riddick and stepping on her foot as described above, Crooms more likely than not engaged in Reckless Endangerment in the 2nd degree [§ 53a-64 (a)]; Breach of Peace in the 2nd degree [§ 53a-181 (a)], Risk of Injury to a Minor [§ 53-21 (a) (1)]; and/or Creating a Public Disturbance [§ 53a-181a (a)]. By swinging at, tackling, assaulting, hitting, and pushing Carlton Riddick and thereby causing injury to Riddick's shoulder, as described above, Crooms more likely than not engaged in Assault in the 3rd degree [§ 53a-61 (a)], Reckless Endangerment in the 2nd degree; Breach of Peace in the 2nd degree; and/or Creating a Public Disturbance. Through his angry utterances of vulgar and offensive language combined with his pushing of Carlton Riddick after assaulting him, and the use of his hands to simulate firing a virtual handgun toward Carlton Riddick, as described above, Crooms more likely than not intentionally placed or attempted to place Carlton Riddick in fear of imminent serious physical injury, engaged in Threatening in the 2nd degree [§ 53a-62 (a) (1)]; Breach of Peace in the 2nd degree; and/or Creating a Public Disturbance.

K. Williams, C. Riddick.)

Simsbury police arrived at the scene. Responding officer Trevor Brittell, who had known Crooms since high school and who had always known Crooms to live at 1 Hitchcock Circle, found that Crooms was present within that dwelling unit but would not voluntarily come out to speak to the police. When, after ten to fifteen minutes, Crooms emerged from the back door of his home at 1 Hitchcock Circle, Brittell took him into custody. Brittell had concluded at the scene on June 6, 2015 that he had probable cause to arrest Crooms for assault, and that he could have arrested Crooms even though the victim declined to press charges. However, as Carlton Riddick then did not want Crooms to be prosecuted, no arrest was made on that day.²² Riddick declined transport to a hospital, indicating that he would obtain medical attention for his shoulder at a walk-in clinic. (Ex. 2; Tes. Brittell, Carlton Riddick.)

At some time after June 6, 2015, Kiyanah Williams informed Hoylst about the disturbing events that had occurred outside near 1 and 2 Hitchcock Circle, and gave Hoylst a copy of the Simsbury police department report detailing Crooms's presence on the premises and conduct on that date. Hoylst reviewed the report, and concluded that Crooms lived at 1 Hitchcock Circle and was still a member of Campbell's household even though Campbell had not identified him as a

²² The court credits the testimony establishing that Crooms had told Kiyanah Williams and Carlton Riddick that he was on probation as of June 6, 2015; and that Kiyanah Williams and Carlton Riddick delayed in pressing charges against Crooms because a violation of probation would likely have resulted in his reincarceration and his re-separation from his children. However, after a court hearing on September 21, 2015, Crooms repeated to Williams that he possessed a weapon. Seated in the very back of the courtroom, Crooms also repeated, in the presence of Carlton Riddick and Kiyanah Williams, the hand gestures representing the use of a handgun that had been witnessed at Hitchcock Circle on June 6, 2015. After court, Kiyanah Williams found Crooms standing right outside 1 Hitchcock Circle, apparently having been watching for Kiyanah Williams and Carlton Riddick to return. Kiyanah Williams and Carlton Riddick then went to the Simsbury police station, reported these events and asked to pursue Crooms's arrest for the events of June 6, 2015. (Tes. Crooms, C. Riddick, K. Williams, Brittell.) The court received no evidence establishing whether charges were brought against Crooms as a result.

resident on the April 2015 Recertification Update form.²³ Upon consultation with the Eno Farms maintenance supervisor, Hoylst confirmed that Crooms was residing at 1 Hitchcock Circle without authorization on June 6, 2015 when he engaged in the unlawful conduct described above. Hoylst specifically concluded that Crooms's unauthorized occupancy of 1 Hitchcock Circle, his infliction of bodily harm upon other tenants, his subjecting another tenant to conduct that presented an immediate and serious danger to the safety of other tenants on June 6, 2015, and his assaultive physical and offensive verbal conduct that had substantially interfered with the comfort or safety of Kadaisha and Carlton Riddick, other tenants of Eno Farms who resided in nearby dwelling units, separately or alone constituted violations of the lease for 1 Hitchcock Circle, the Tenant Rules and, by way of his defacto tenancy, General Statutes § 47a-11 g.²⁴ Hoylst accordingly directed the Eno Farms attorney to issue a pre-termination notice to address these violations and to provide Campbell the statutory opportunity to remedy the conditions and maintain access to the dwelling unit.²⁵ (Exs. 2, 6; Tes. Hoylst.)

After service of the pre-termination notice on June 19, 2015 but before instructing the Eno Farms attorney to issue a notice to quit for both adult residents of 1 Hitchcock Circle, Hoylst had some communication with Campbell about the fact that Crooms was occupying and residing at that

²³ Before June 6, 2015, Hoylst had never received a prior complaint about Crooms's conduct. However, on October 14, 2015, after Carlton Riddick had testified in the summary process trial, Hoylst observed Crooms threaten Riddick upon the courthouse property. (Tes. Hoylst.)

²⁴ General Statutes § 47a-11 defines the responsibilities of persons who occupy dwelling units pursuant to a rental agreement.

²⁵ The parties have stipulated that the court could take judicial notice of the file for HDSP-179813, which contains a photocopy of a the pre-termination letter hand-delivered by a state marshal and sent via mail to Campbell under date of June 15, 2015. Campbell's receipt of this letter is undisputed; it forms the basis of a portion of her November 19, 2015 Motion to Dismiss. (Tes. Campbell.) See Part II, below.

dwelling unit without CHFA's authorization. Hoylst informed Campbell that she should require the unauthorized person to leave the premises. In response to Campbell's inquiry, she also described the type of document that could establish that Crooms did not live at 1 Hitchcock Circle, such as a valid lease or a utility bill for service to Crooms at another address. Notwithstanding Hoylst's delivery of this information, and notwithstanding the express content of the pre-termination letter, neither Campbell nor Crooms ever provided Hoylst with a notarized copy of a lease or a utility bill indicating that Crooms actually resided at any place other than 1 Hitchcock Circle.²⁶ (Tes. Hoylst.)

Hoylst then directed the Eno Farms attorney to issue notices to quit for both Campbell and Crooms; these were served by a state marshal at 1 Hitchcock Circle on July 10, 2015.²⁷ Hoylst next directed the Eno Farms attorney to issue the summary process complaint and attendant documents, which were served by a state marshal upon both Campbell and Crooms at 1 Hitchcock Circle on July 19, 2015. (Tes. Hoylst.)

Crooms's conduct on June 6, 2015 has measurably interfered with Kadashia Riddick's, Kiyanah Williams's, and Carlton Riddick's peaceable enjoyment of living in their dwelling unit at Eno Farms; they have been caused to feel unsafe due to Crooms's angry, verbally and physically assaultive and/or threatening conduct in their neighborhood on that date. (Tes. K. Riddick, K. Williams, C. Riddick, Hoylst.)

²⁶ Curious as to why Crooms was not identified as an authorized resident on the 2014 or 2015 recertification documents for 1 Hitchcock Circle, Hoylst consulted the judicial branch public website and reasonably concluded that Campbell had not listed her son because of his felony convictions for Burglary in the 3rd degree and Theft of a Firearm. (Tes. Hoylst. See Tes. Crooms.)

²⁷ "There is a presumption of truth afforded to the statements in the marshal's return. *Knipple v. Viking Communications, Ltd.*, 236 Conn. 602, 607 n. 9, 674 A.2d 426 (1996)." *Donnie Dickerson, Administrator v. Jayne F. Pincus*, 154 Conn. App. 146, 152-53, 105 A.3d 338 (2014).

In finding that Crooms occupied and was a de facto tenant lived at 1 Hitchcock Circle on June 6, 2015 and at all times relevant to these proceedings, the court has found no basis for crediting any evidence offered by Campbell in an effort to establish that she complied with CHFA's request for documentation to establish that Crooms actually lived at a place other than 1 Hitchcock Circle.²⁸ A photocopy of an envelope introduced in evidence, addressed to CHFA's office at "931 West Main Street. New Britain, CT 06053" and postmarked July 16, 2015 proves only dispatched of the envelope to that address which followed by almost a month the June 18, 2015 delivery of the pretermination letter to Campbell, and also followed the July 10, 2015 service of the notice to quit upon both Campbell and Crooms. (Ex. 7; Tes. Hoyst.) In the absence of details or clear explanation of the contents, although Campbell apparently kept a copy of the envelope, the court does not credit any evidence offered to support her claim that she used the envelope to send the landlord valid, adequate documentation of Crooms's alternate residence. Even if she had done so, this information would have been insufficient to counter the highly reliable evidence establishing that Campbell permitted Crooms to make his home, and that Crooms in fact made his home, at 1 Hitchcock Circle in June 2015 and on the day in question and at all times other than when he was incarcerated, all in violation of the 2015 lease and in violation of the Tenant Rules for Eno Farm.

²⁸ The court file reflects that on July 30, 2015, when self-represented, Campbell filed multiple special defenses alleging that "No Lease Violation; proof of James Crooms address given to management." When her attorney filed Campbell's Amended Answer and Special Defenses to Complaint on October 13, 2015, in the "First Count/Defense" Campbell continued to deny "that she allowed an individual not named in the lease to occupy the premises, specifically James G. Crooms" and further claimed that she and the grandchildren and Campbell were the only occupants of 1 Hitchcock Circle. The evidence is insufficient to establish that Campbell ever gave "management" proof that James Crooms actually resided at another location; if Campbell ever gave "management" timely indication that Crooms had an "address" for other dwelling unit, a conclusion not supported by the facts, such an event would not mitigate the highly credible evidence establishing that Crooms actually resided at, used, occupied, possessed and had full control of the home Campbell maintained for herself and into which she intentionally invited Crooms as a resident, at 1 Hitchcock Circle on June 6, 2015. (Campbell's Special Defenses, 7/30/15.)

(Exs. 2, 4, 5, 9; Tes. K. Riddick, C. Riddick, K. Williams, Brittell, Hebert, Hoylst.)

Furthermore, the court does not credit any of the evidence, either testimonial or documentary, tendered in an effort to establish that at times relevant to the complaint, Crooms maintained his own legal residence separate and apart from that he occupies with his mother at 1 Hitchcock Circle as required by ¶¶ 19 and 23 of the lease ¶ 16 of the Tenant Rules. (Exs. 4, 5.). The court attributes no weight to a handwritten document proffered to show that Crooms lives at 26 King Street in Hartford, CT. This document, ostensibly signed by one “Pauline Case . . . Landlord” on July 14, 2015, presents no details as to the term of any rental agreement or the nature of the “apt” that Case is supposed to have “rented out” to Crooms. (Ex. 7.) This handwritten note does not disclose the amount of rent or even whether rent is due monthly, weekly, or daily, or provide reliable or credible evidence either that Crooms actually rented a dwelling unit at that address or the circumstances under which he obtained such privilege. (Ex. 7.) Even taken together with this document, unsupported by sufficient detail or corroboration other than from his mother, Crooms’s testimony that he kept belongings and a toothbrush at 26 King Street in Hartford, or that the location was visited both by his DCF case worker and the probation officer assigned to supervise him after his felony convictions, is inadequate to support a finding Crooms resided at any place other than 1 Hitchcock Circle.²⁹ Similarly, the envelope proffered in evidence, ostensibly sent by DCF social worker Lydia Verdura to Crooms at 26 King Street, 2nd Floor in Hartford, is insufficient to establish that Crooms actually lived at that address; in fact, Crooms’s own testimony establishes that Verdura only investigated whether he lived outside 1 Hitchcock Circle before Destiny’s and

²⁹ The court does not credit Crooms’s testimony that his probation officer has seen his residence; that individual was not identified, and Crooms provided no details about the time or date of such an inspection, leaving his recital uncorroborated and not believable.

Tyshawn's 2014 transfer of guardianship to Campbell. In its entirety, even if Crooms did rent an apartment at 26 King Street in Hartford, CT, and even if he did receive mail at that location, there is insufficient evidence to establish that he actually resided at, occupied or used that place as anything other than a drop off location.³⁰ (Ex. 7; Tes. Crooms.) Instead, as a whole, the highly reliable, credible evidence establishes, as previously found, that with Campbell's knowledge and willing agreement, Crooms used, occupied, controlled, possessed and resided at 1 Hitchcock Circle with Destiny and Tyshawn before June 6, 2015, on that date, and through the time of trial.

For equitable purposes, the court acknowledges and has considered that Campbell is over the age of 62, and that she has maintained a leasehold at 1 Hitchcock Circle for many years, often with her sons named as lessees.³¹ As previously found, Campbell provided a home there for her own sons when they were growing up, and she has now wilfully and intentionally kept her

³⁰ It is reasonable to infer that Crooms has chosen to mimic occupancy of a home other than that of his mother's for reasons separate and apart from the pending summary process case; the relationship between Crooms's children, Campbell and DCF's conditional transfer of guardianship renders Crooms's testimony as to his actual place of residence highly unreliable, as does his history of felony convictions. Crooms's testimony concerning his actual place of residence is further discounted in view of his credible claim to desire reinstatement of parental guardianship, a goal that would not likely be accomplished if DCF determined that Crooms was noncompliant with its directive that he maintain an apartment separate and apart from Campbell. Campbell's testimony as to Crooms's place of residence similarly carries little weight, in view of the risk that DCF would take Destiny and Tyshawn into custody if the department learned Crooms resided at 1 Hitchcock Circle. (Tes. Crooms, Campbell.)

³¹ As relevant to the parties' issues, the court throughout has considered and applied, as relevant, the principles of equity in general inherent in the court's proper resolution of summary process complaints. See, e.g., *Cumberland Farms, Inc. v. Dairy Mart, Inc.*, 225 Conn. 771, 777, 627 A.2d 386 (1993), citing *Fellows v. Martin*, 217 Conn. 57, 62-63, 584 A.2d 458 (1991). To the extent that the defense has been raised by Campbell, the court has also considered and applied, as relevant, the doctrine of equitable nonforfeiture throughout. See, e.g., *19 Perry Street, LLC v. Unionville Water Co.*, 294 Conn. 611, 631, 987 A.2d 1009 (2010) (defense of equitable nonforfeiture may overcome summary process action where tenant's breach of the lease was not wilful or grossly negligent but the result of mere neglect); *Connecticut Light & Power Co. v. Lighthouse Landings, Inc.*, 279 Conn. 90, 107 n.15, 900 A.2d 1242 (2006). *Fellows v. Martin*, supra, 217 Conn. 64-65.

household open to Crooms and his children.³² Also for equitable purposes, the court acknowledges and has considered that Campbell is responsible for paying \$1063 each month for her tenancy and occupancy of 1 Hitchcock Circle; that Campbell has paid neither rent nor use and occupancy to the landlord since July 6, 2015; and that Campbell, her grandchildren and Crooms have had, for many months, full use and occupancy of the dwelling unit without paying any compensation therefore. While Campbell and Crooms have remained in residence at the dwelling unit despite the notice to quit, CHFA has not had possession of 1 Hitchcock Circle and thereby has been denied the opportunity to lease it to a paying tenant or occupant, all to the detriment of the landlord. (Ex. 8; Tes. Hoylst, Campbell, K. Riddick, C. Riddick, K. Williams.)

II

CAMPBELL'S MOTION TO DISMISS

Campbell has moved to dismiss all summary process claims brought against her by CHFA claiming the court lacks subject matter jurisdiction. In her November 19, 2015 Memorandum of Law in Support of Motion to Dismiss, Campbell argues that "all eight counts of the complaint should be dismissed with prejudice because [CHFA] has deprived the Court of subject matter jurisdiction over the action by its failure to notify Defendant Campbell of her 'statutorily guaranteed right to rectify the alleged violation within the allowable time period.'"³³

³² Also for equitable purposes, the court acknowledges the disruption that will likely affect Destiny and Tyshawn if the court orders the eviction of Campbell and Crooms. Although the court received no reliable evidence establishing the specific role played by DCF in the lives of the children, it is reasonable to infer that they have already been subject to a significant degree of disruption in their lives that had nothing to do with the actions here taken by CHFA.

³³ In her motion, as in her answer to the applicable counts of the complaint, Campbell admits that she received the plaintiff's pre-termination letter on June 18, 2015 "notifying her of alleged violations to her lease. [Plaintiff's Ex. 1]." (Motion to Dismiss, 11/19/15.) However, to support her jurisdictional argument, Campbell cites § 47a-15 and, generally, *Housing Authority v. Harris*, 225 Conn. 600, 625 A.2d 816 (1993). Even if Campbell's jurisdictional claims were adequate at law or in fact, a conclusion not

“A motion to dismiss . . . properly attacks the jurisdiction of the court, essentially asserting that the plaintiff cannot as a matter of law and fact state a cause of action that should be heard by the court. . . . A motion to dismiss tests, inter alia, whether, *on the face of the record*, the court is without jurisdiction. . . .’ (Internal quotation marks omitted.) *Caruso v. Bridgeport*, 285 Conn. 618, 627, 941 A.2d 266 (2008); see also *South Sea Co. v. Global Turbine Component Technologies, LLC*, 95 Conn. App. 742, 744, 899 A.2d 642 (2006).” (Emphasis added.) *Housing Authority v. DeRoche*, 112 Conn. App. 355, 362, 962 A.2d 904 (2009). See also *St. Paul’s Flax Hill Cooperative v. Johnson*, 124 Conn. App. 728, 734, 6 A.3d 1168 (2010), cert. denied, 300 Conn. 906, 12 A.3d 1002 (2011). Applying this standard to the record in this case, the court finds all relevant aspects of motion to dismiss in favor of CHFA.³⁴

As Campbell aptly observes, a pretermination “notice must be sufficient to apprise the tenant of the information the tenant ‘needs to protect herself against premature, discriminatory or arbitrary eviction To further this salutary purpose, the notice requirements of § 47a-15 must be construed strictly.” (Citations and quotation marks omitted. *Housing Authority v. Harris*, 225 Conn. 600, 605, 625 A.2d 816 (1993) (pre-termination notice is required for summary process action not based on facts alleging serious nuisance), referencing *Jefferson Garden Associates v.*

reached by the court, her argument that “all eight counts of the complaint should be dismissed” are inapposite to the Seventh and Eighth Counts, which were brought not against Campbell, but against Crooms alone. (Memorandum in Support, 11/19/15.)

³⁴ While her motion to dismiss in the main alleges jurisdictional deficiencies ostensibly related to CHFA’s pre-termination notice, Campbell also alleges that her own “conduct in not controlling [Crooms’s] activities, namely the altercation with a friend, where there had been no previous altercations and where she had no knowledge that said altercation would likely occur, *does not constitute a serious nuisance*.” (Emphasis added.) (¶ 16, Motion to Dismiss, 11/19/15.) No pre-termination notice is required when a landlord brings a summary process action based on serious nuisance. See § 47a-15; Complaint ¶ 4 Fourth Count and ¶ 4 Fifth Count.) Accordingly, the allegations against Campbell based on serious nuisance must be measured against the evidence, and are not vulnerable to dismissal based on any argument raised by her motion. See *Housing Authority v. Deleon*, 79 Conn. App. 300, 306, 830 A.2d 298 (2003).

Green, 202 Conn. 128, 143-44, 520 A.2d 173 (1987). See also *St. Paul's Flax Hill Co-operative v. Johnson*, 124 Conn. App. 734-35. Campbell's reliance upon *Housing Authority v. Harris*, however, falls short of recognizing the more current principles established by *Housing Authority v. Deleon*, 79 Conn. App. 300, 303-04, 830 A.2d 298 (2003), which the court must also consider when addressing the present motion to dismiss. *Housing Authority v. Deleon* acknowledged that "[i]n *Housing Authority v. Harris*, 28 Conn. App. 684, 691, 611 A.2d 934 (1992), aff'd, 225 Conn. 600, 625 A.2d 816 (1993), this court held that the failure to require others to conduct themselves in a manner that does not constitute a serious nuisance is not itself a serious nuisance." *Id.*, 305. Ten years later, and following certain legislative actions related to summary process cases involving drug transactions not alleged in the present case, the Appellate Court revised its analysis of factual circumstances sufficient to implicate a tenant's susceptibility to summary process where the tenant's guest, but not the tenant, had engaged in conduct constituting serious nuisance as contemplated by § 47a-15: "Having construed the legislative intent from that analysis and from the language and legislative history of the statutes, we conclude that the court's interpretation of §§ 47a-11 (g) and 47a-15 *should not have been restricted* to the actions of the defendant and *should have taken into account the actions of the defendant's guests.*" (Emphasis added.) *Id.*, 306. Thus, *Housing Authority v. Deleon* reversed the trial court's finding in favor of the tenant who had failed to require other persons on the premises with consent to conduct themselves in a manner that did not constitute a serious nuisance, as defined in § 47a-15, and remanded the case for a new trial. *Id.*

Incorporating the more current *Housing Authority v. Deleon* analysis into this case, the court concludes that CHFA's pre-termination letter, present in the record, is highly specific and precise in identifying both the nature and extent of Campbell's violations of the lease terms and

the Tenant Rules affecting her status at 1 Hitchcock Circle. Through clear statements, the pre-termination letter sufficiently provides Campbell with notice of the violations of the lease provisions and Tenant Rules with which CHFA alleged she had “materially failed to comply”. (Ex. 1, Complaint.) The pre-termination letter informed Campbell that through her conduct in allowing Crooms, an individual not identified in the lease, to be an occupant of the dwelling unit, she had violated ¶¶ 9 and 19 of the lease; that by allowing Crooms to conduct himself in a manner involving criminal activity on the premises, on June 6, 2015, she had violated ¶ 15 of the lease; that by allowing Crooms, an unauthorized occupant of 1 Hitchcock Circle, to conduct himself in a manner involving criminal activity on the premises on June 6, 2015, she had violated ¶¶ 15, 17, 20 (F) and 20 (G) of the Tenant Rules; that by allowing Crooms, a member of her household and/or guest who was on the premises with her consent, to conduct himself in a manner involving criminal activity on the premises on June 6, 2015, and in not requiring Crooms who was on the premises with her consent to conduct himself in a manner that would not disturb the neighbors’ peaceful enjoyment of Eno Farms rendered herself susceptible to eviction by violating § 47a-11 (g),³⁵ that Campbell had further violated § 47a-11 (g), rendering her susceptible to eviction, by not requiring Crooms, who was on the premises with her consent, to conduct himself in a manner that would not constitute a nuisance as defined by § 47a-32;³⁶ that Campbell again had violated § 47a-11 (g),

³⁵ General Statutes § 47a-11 (g) requires a tenant, including a person such as Crooms who was occupying and residing at a dwelling unit because lessee Campbell had agreed, allowed and permitted him to do so, to “conduct himself *and require other persons on the premises with his consent to conduct themselves* in a manner that will not disturb his neighbors’ peaceful enjoyment of the premises or constitute a nuisance, as defined in section 47a-32, or a serious nuisance, as defined in section 47a-15” (Emphasis added.) See § 47a-1 (l).

³⁶ General Statutes § 47a-32 provides: “In any action of summary process based upon nuisance, that term shall be taken to include, but shall not be limited to, any conduct which interferes substantially with the comfort or safety of other tenants or occupants of the same or adjacent buildings or structures.”

rendering her susceptible to eviction, by not requiring Crooms, who was on the premises with her consent, to conduct himself in a manner that would not constitute a serious nuisance as defined by § 47a-15 (A);³⁷ and that Campbell had violated § 47a-11 (g), again rendering her susceptible to eviction, by not requiring Crooms, who was on the premises with her consent, to conduct himself in a manner that would not constitute a serious nuisance as defined by § 47a-15 (C).³⁸ (Ex. 1, Complaint ¶¶ 1, 2, 3, 4, 5, 6.)

Each of these allegations make it unequivocally and unambiguously clear that Campbell's violations of the lease terms and the Tenant Rules were directly related to her conduct in not requiring Crooms to conduct himself in a lawful manner, and in allowing Crooms to remain in occupancy upon the property with her consent. CHFA's recital of these violations make it perfectly apparent that Campbell easily could cure the conditions complained of if she took action, within 15 days, to remove Crooms from 1 Hitchcock Circle. This, however, Campbell would not do; she would not remedy the noted violations because removing Crooms from the premises would require an admission, on her part, that Crooms actually resided at, used, occupied, possessed and/or had control of the dwelling unit. As indicated in her July 2015 special defenses, in her October 2015 special defenses, and in her trial testimony, Campbell steadfastly has refused to admit that on June 6, 2015 Crooms was an occupant of 1 Hitchcock Circle. From her conduct, the court reasonably and logically infers that instead of curing the lease and Tenant Rule violations alleged

³⁷ General Statutes § 47a-15 provides in part that: "‘serious nuisance’ means (A) inflicting bodily harm upon another tenant . . . or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out"

³⁸ General Statutes § 47a-15 provides in part that: "‘serious nuisance’ means . . . (C) conduct which presents an immediate and serious danger to the safety of other tenants"

by CHFA by taking affirmative action to remove Crooms from her dwelling unit, Campbell elected to take the position that Crooms was not an occupant because she stood to lose guardianship of Destiny and Tyshawyn if she admitted that Crooms lived in the same household as the children. (Ex. 6; Tes. Crooms, Campbell, Hoylst.) While Campbell chose to take this position, the pre-termination notice is not rendered in any way deficient because it does not expressly state that removal of Crooms from the premises will cure the violations. That remedy, and that cure, would reasonably be identified as a fair and practical response to the violations of the lease terms and Tenant Rules alleged by CHFA.³⁹ (Ex. 1, Complaint.)

In considering the sufficiency of the pre-termination notice for purposes of addressing the motion to dismiss, the court incorporates and relies upon the facts as found in Part I in their entirety, including but not limited to the communications with Hoylst regarding how Campbell could remedy the cited violations by establishing that Crooms did not occupy or reside at 1 Hitchcock Circle without authorization; this evidence supports the conclusion that Campbell knew she could cure the violations through showing that Crooms actually occupied another home

³⁹ Campbell's motion to dismiss is alternately predicated on allegations that the court lacks jurisdiction because that the notice to quit did not adequately inform her of what actions she needed to take in order to cure the landlord's claimed violations of the lease and Tenant Rules; she has expressly claimed that "[t]he Notice to Quit failed to apprise Defendant Campbell of what she needed to do to cure the alleged violations and protect herself from eviction." (¶ 19, Motion to Dismiss, 11/19/15.) The court is not persuaded. Campbell provides no legal authority for this aspect of her argument, which the court finds to be inconsistent with the pre-termination notice requirements of § 47a-15 and with the relevant pre-summary process protocol for the issuance of the notice to quit established by § 47a-23 (a), (b) and (c), as that protocol cannot commence until the tenant has had the benefit of the designated time for cure established by § 47a-15. This aspect of Campbell's argument is further inconsistent with the provisions of § 47a-23 (e), which provides, in relevant part, that: "[a] termination notice required pursuant to federal law and regulations *may be included in or combined with* the notice [to quit] required pursuant to this section and such inclusion or combination *does not thereby render the notice [to quit] required by this section equivocal . . .*" (Emphasis added.) See also *St. Paul's Flax Hill Co-op. v. Johnson*, supra, 124 Conn. App. 735 (pre-termination "notice provision has been interpreted to be separate from and preliminary to the maintenance of a summary process action pursuant to [the notice to quit provisions of] § 47a-23").

and maintained a residence, not merely an address, at a location other than 1 Hitchcock Circle. The fact that Hoylst and Campbell communicated regarding these subjects further supports the conclusion that the pre-termination notice adequately informed Campbell of the specific lease and Tenant Rule violations at issue, and that Campbell knew, in a timely manner, that she could remedy the violations by effectuating Crooms's permanent departure from Hitchcock Circle, the dwelling unit he occupied, used, resided at controlled and possessed with Campbell's knowledge and approval, notwithstanding his criminal convictions for Burglary in the 3rd degree and Theft of a firearm, offenses inherently related to violence. Further evidence that CHFA provided the opportunity for timely cure of its cited lease and Tenant Rules violations is found in Campbell's attempts after receipt of the pre-termination letter, albeit unsuccessful, not only to learn how to demonstrate that Crooms did not live at her dwelling unit, but also to engage in efforts to prove that she was the sole occupant of 1 Hitchcock Circle through sending Hoylst an letter with insufficiently specified contents.⁴⁰ (Ex. 7; Tes. Campbell, Hoylst.)

Thus, despite the vigor of the arguments presented in the motion to dismiss, the court finds that the pre-termination notice provided not only legally sufficient but fully effective information as to how and when Campbell could remedy CHFA's cited lease and Tenant Rule violations; these violations could be remedied if Campbell chose to acknowledge that Crooms made his functional home at 1 Hitchcock Circle and chose to affirmatively remove the unauthorized occupant or long-term guest from the dwelling unit and the premises. However, Campbell eschewed the clear

⁴⁰ Fully discussed in Part I, at best, the court can find that this envelope contained Campbell's return address, and may infer that it contained a copy of the handwritten note purporting to indicate that Crooms had rented an apartment at 26 King Street in Hartford. (Ex. 7.) As previously found, however, neither the envelope nor the handwritten note carries any probative weight given their lack of reliability and the postmark indicating that whatever Campbell mailed to CHFA was sent after the fifteen day remedy period proffered through the pre-termination letter. (Ex. 7; Tes. Hoylst, Campbell, Crooms.)

opportunity to maintain her lease and to provide a home for Destiny and Tyshawn at Eno Farms; instead, she chose to allow, permit and enable Crooms to continue to make her home his home, to the detriment of to her continued lawful access to 1 Hitchcock Circle.

Under these circumstances, strictly construing § 47a-15, the court concludes that the pre-termination letter provided Campbell with a clearly identifiable method of curing the violations, was effective in practice and was legally “sufficient to apprise the tenant of the information the tenant ‘needs to protect herself against premature discriminatory action.’” *Housing Authority v. Harris*, supra, 225 Conn. 605. Accordingly, Campbell’s November 19, 2015 Motion to Dismiss must be denied.

II

ALLEGATIONS OF THE COMPLAINT

In this civil case, where CHFA’s complaint sets forth separate counts presenting “alternative theories of recovery”, the plaintiff may prevail if the burden of proof has been met on one count, alone.⁴¹ For the reasons set forth herein, the court finds CHFA to have met its burden of proof on each related claim, and therefore finds the First, Second, Third, Fourth, Fifth and Sixth Counts as alleged in favor of the plaintiff CHFA and against Campbell; and the court finds the

⁴¹ In a civil case such as the present summary process action, where the complaint sets forth separate counts presenting “alternative theories of recovery”, the plaintiff may prevail if the burden of proof has been met on one count, alone. See *Milford Bank v. Phoenix Contracting Group, Inc.*, 143 Conn. App. 519, 523 n.2, 72 A.3d 55 (2013). See also Civil Jury Instructions 3.6-10 Specifications of Negligence - Complaint (plaintiff in a civil matter may prevail if it has met “just one of the ways claimed” as the basis for its cause of action). However, even where alternative counts have been alleged, it is “preferable for a trial court to make a formal ruling on each count” *Carillo v. Goldberg*, 141 Conn. App. 299, 306, 61 A.3d 1164 (2013), citing *Rent-a-PC, Inc., v. Rental Management, Inc.*, 96 Conn. App. 600, 604 n.3, 901 A.2d 720 (2006).

Third, Fourth, Fifth, Sixth, Seventh and Eighth Counts in favor of CHFA and against Crooms.⁴² In reaching these conclusions, the court has relied upon the facts as found in Part I of this decision, as relevant to each particular count. The court has further incorporated and relied upon the admissions of specific allegations presented through Campbell's October 13, 2015 Amended Answer, and the defendant's of other allegations.

A

FIRST COUNT

In the First Count, sounding against Campbell alone, CHFA alleges: that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell violated ¶ 9 and ¶ 19 of the lease by allowing Crooms to occupy the premises without CHFA's prior written approval; that CHFA delivered written notice to Campbell of these violations on June 18, 2015; that CHFA caused Campbell to be served with a notice to quit on July 10, 2015 requiring her to vacate the premises on or before July 14, 2015 because of the violations relevant to this count; and that Campbell has remained in possession nonetheless and thereafter. In her answer to the First Count, Campbell denies that she allowed an individual not named in the lease, specifically Crooms, to occupy the premises, and that she and her two minor grandchildren, all named in the lease, were the sole occupants of 1 Hitchcock Circle at the times relevant to this aspect of the complaint, but admits the remainder of the allegations. Incorporating and relying upon the facts as found in Part I and applying the relevant principles of law, the court finds that CHFA has met its burden of proof on all essential elements of this First Count as to Campbell.

⁴² As discussed in Part IV, Campbell has not met her burden of proving any of her specifically alleged special defenses.

In sum, as found in Part I, a fair preponderance of the evidence establishes that on June 6, 2015 and at all times relevant to this summary process litigation, Campbell had wilfully and intentionally invited, caused allowed and/or permitted Crooms, an individual not named in the lease, to occupy 1 Hitchcock Circle without the landlord's written approval, in violation of the above-referenced provisions of the lease as alleged in the First Count.⁴³ The court has specifically found that, with the permission of Campbell and without restriction or limitation, Crooms used, resided at, maintained possession of and control over this dwelling unit at all times when he was not incarcerated, and that even though she was not present on that date, Campbell wilfully and intentionally allowed and permitted him to use, reside at, maintain possession of and control over 1 Hitchcock Circle on June 6, 2015 when Crooms's assaults on Kadaisha Riddick and Carlton Riddick took place at Eno Farms. The court has carefully considered, but has attributed no weight to, any contrary evidence proffered by Campbell or Crooms through direct or cross-examination or witnesses, or through documentary exhibits in an effort to establish that Crooms did not occupy Campbell's dwelling unit as alleged, but that he resided elsewhere. The better, weightier, more credible and reliable evidence, as found in Part I, supports the finding that Crooms exclusively made his home at 1 Hitchcock Circle with his mother Campbell, and with his children Destiny and Tyshawn, on June 6, 2015 and at all times other when he was imprisoned. That same evidence supports the conclusion that Campbell did not secure permission, in writing or otherwise, from CHFA to support Crooms's occupancy as required under §§ 9, 19 and other provisions of the lease

⁴³ Even Crooms was not an occupant of 1 Hitchcock Circle but was Campbell's long-term guest at the dwelling unit, the lease terms still required her to have obtained written permission from the landlord before allowing Crooms to reside at, use, possess and/or control the dwelling unit as he did, so that these factual circumstances would still support the conclusion that CHFA has met its burden of proof on the First Count.

and the Tenant Rules. Thus, CHFA has met its burden of proof on this First Count as alleged.

As found in Part IV, Campbell has not met her burden of proof on any of her special defenses. Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court accordingly finds the First Count in favor of the plaintiff CHFA and against the defendant Campbell.

B

SECOND COUNT

In the Second Count, sounding against Campbell alone, CHFA alleges: that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell “allowed a member of her household and/or guest to conduct himself in a manner involving criminal activity on the premises . . .” which conduct disturbed the neighbors’ peaceful enjoyment of the premises, interfered substantially with the comfort or safety of other tenants, and which conduct consisted of inflicting bodily harm upon another tenant or threatening to inflict such harm with the present ability to cause the harm, all under circumstances that would lead a reasonable person to believe that such threat would be carried out and presenting an immediate and serious danger to the safety of other tenants; that Campbell’s conduct in allowing Crooms engage in his criminal defenses, as described in Part I, when she was responsible for his conduct pursuant to the terms of her rental agreement with CHFA, violated ¶ 15 of the lease and also violated ¶¶ 15, 17, 20(F) and 20(G) of the Tenant Rules incorporated into that lease; that CHFA delivered written notice to Campbell of these violations on June 18, 2015; that CHFA caused Campbell to be served with a notice to quit on July 10, 2015 requiring her to vacate the premises on or before July 14,

2015 because of the violations relevant to the allegations of this count; and that Campbell has remained in possession nonetheless and through the time of trial. In her answer to the Second Count, Campbell denies CHFA's allegations regarding Crooms's involvement in criminal activity on the premises; specifically denies that she allowed a member of her household to conduct himself in a manner involving criminal activity on the premises; and further denies that she has violated any section of the lease or the Tenant Rules; but admits the remainder of the allegations. Incorporating and relying upon the facts as found in Part I and applying the relevant principles of law, the court finds that CHFA has met its burden of proof on all essential elements of this Second Count as to Campbell.

Among other things, the evidence in its entirety, as found in Part I, establishes that on June 15, 2015 Crooms was a member of Campbell's household, and that he occupied, resided at, possessed and maintained control of 1 Hitchcock Circle in response to his mother's intentional and wilful invitation, permission and/or causal intervention. ¶ 9 of Campbell's lease placed her on notice that occupancy of 1 Hitchcock Circle by Crooms, without CHFA's prior written permission, would be a violation subjecting her to eviction. ¶ 13 of the lease placed Campbell on notice that she was required her to adhere to the Tenant Rules. ¶ 15 of the lease placed her on notice that she required take affirmative action to limit and restrict the conduct of persons, such as Crooms, upon the premises with her permission, and that she had to take affirmative action because she could not permit anything to be done by her family or guests at 1 Hitchcock Circle, including Crooms, "which is unlawful, improper or otherwise offensive to, other tenants in the Eno Farms community" or eviction would result. (Ex. 4.) ¶ 14 of the Tenant Rules clearly and unequivocally required Campbell to not allow an uncertified person, such as Crooms, to use 1 Hitchcock Circle

when Campbell was not on the premises, a rule Campbell regularly breached when she left Crooms alone at the dwelling unit and when, significant to the present litigation, having allowed him to occupy 1 Hitchcock Circle without CHFA's written permission and without having taken affirmative action to limit and restrict Crooms's conduct, he engaged in the unlawful, improper and otherwise offensive actions on June 6, 2015 as fully described in Part I. In addition, ¶ 17 of the Tenant Rules placed Campbell on notice that if a de facto tenant, such as Crooms, or an individual on the premises in the capacity as a guest, does anything that impairs the social environment and which occurs on the premises of Eno Farms shall be cause for CHFA to terminate her lease. Having found that Crooms was a de facto tenant of 1 Hitchcock Circle on June 6, 2015, and having found that he engaged in fighting, causing a disturbance on the premises, and that he engaged in improper behavior such as using abusive or threatening language and actions, described in Part I, Crooms's conduct gave CHFA an opportunity, as designated under the lease, to terminate Campbell's privilege to occupy the premises pursuant to Tenant Rule 20 (F) and (G). Moreover, ¶ 15 of the Tenant Rules made Campbell directly responsible for the actions of Crooms while he was on the Eno Farms premises. Therefore, pursuant to the Tenant Rules, Campbell is responsible for all aspects of Crooms's offensive, disturbing and/or criminal conduct in the common area near 1 and 2 Hitchcock Circle on June 6, 2015, as described in Part I, through which his actions impaired the social environment on the premises of Eno Farm and caused physical injury to Carlton Riddick and placed adolescent Kadaisha Riddick at risk for injury. As Campbell was responsible for Crooms's offenses on that occasion, whether he was an unauthorized tenant or occupant of 1 Hitchcock Circle or an unauthorized guest, Crooms's conduct constituted a breach of the lease sufficient to support CHFA's summary process action against Campbell under this Second Count. (Exs. 4, 5.)

As found in Part IV, Campbell has not prevailed on any aspect of her special defenses. Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court finds the Second Count in favor of the plaintiff CHFA and against Campbell.

C

THIRD COUNT

In the Third Count, sounding against both Campbell and Crooms, CHFA alleges: that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell “allowed a member of her household and/or guest to conduct himself in a manner involving criminal activity on the premises. . . .” which conduct disturbed the neighbors’ peaceful enjoyment of the premises, interfered substantially with the comfort or safety of other tenants, and which conduct consisted of inflicting bodily harm upon another tenant or threatening to inflict such harm with the present ability to cause the harm, all under circumstances that would lead a reasonable person to believe that such threat would be carried out and presenting an immediate and serious danger to the safety of other tenants; that “Defendants have conducted themselves in a manner that violated . . . § 47a-11(g) by engaging in the conduct described [above], which disturbs their neighbors’ peaceful enjoyment of the premises; that CHFA delivered written notice to Campbell of these violations on June 18, 2015; that CHFA caused Campbell and Crooms each to be served with a notice to quit on July 10, 2015 requiring them “to vacate the premises on or before July 14, 2015” because of the violations relevant to the allegations of this count; and that both Campbell

and Crooms have remained in possession nonetheless.⁴⁴ In her answer to the Third Count, Campbell denies CHFA's allegations concerning Crooms's involvement in criminal activity on the premises; denies that she allowed a member of her household to conduct himself in a manner involving criminal activity on the premises; denies that she violated her responsibility as a tenant imposed by § 47a-11 (g); and admits the remainder of the allegations. Crooms has denied all allegations of this count. Incorporating and relying upon the facts as found in Part I and applying the relevant legal principles, the court finds that CHFA has met its burden of proof on all essential elements of this Third Count as to both Campbell and Crooms.

The factual findings set forth in Part I and Campbell's admissions fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, ¶¶ 1, 2, 3, 5, 6, and 7 of this count against her. As to the § 47a-11 (g) allegation remaining against Campbell in this Third Count, as found in Part I, this defendant wilfully and intentionally invited, caused, allowed and permitted Crooms to use, occupy, possess, control and reside at 1 Hitchcock Circle at all times relevant to this litigation, including but not limited his occupancy on June 6, 2015. Whether Crooms was an unauthorized de facto tenant on that date or an unauthorized guest, Campbell took no actions whatsoever to restrict or limit Crooms's conduct on the Eno Farms premises as contemplated by § 47a-11 (g). Crooms's offensive and unlawful behavior on June 6, 2015, within a common area located near 1 and 2 Hitchcock Circle, is fully described in Part I; as also found in Part I, Crooms's behavior disturbed his neighbors' peaceful enjoyment of the premises. As she took no affirmative action to require Crooms, a person on the premises with her consent, to conduct

⁴⁴ As Crooms was not a party to the 2015 lease and occupied the premises without privilege from CHFA, he was not entitled to pre-termination notice prior to commencement of summary process proceedings. See *St. Paul's Flax Hill Co-operative v. Johnson*, supra, 124 Conn. App. 733.

himself in a manner that would not disturb the neighbors' peaceful enjoyment of the premises, Campbell breached the aspect of a tenant's legal responsibilities as imposed by § 47a-11 (g). Accordingly, the court finds that CHFA has met its burden of proving the essential allegations of the Third Count of the Complaint as to Campbell.

The factual findings set forth in Part I fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, ¶¶ 1, 2, 3, 5, 6, and 7 alleged as to Crooms in the Third Count as well as the § 47a-11 (g) allegation, despite his denials. As found in Part I, Crooms occupied, resided at, possessed and maintained control of 1 Hitchcock Circle as a de facto tenant; he was thus bound by the provisions of § 47a-11 (g). Nonetheless, on June 6, 2015 within a common area near 1 and 2 Hitchcock Circle in Simsbury, CT, Crooms engaged in the offensive and unlawful actions fully described in Part I. As such, he violated the provisions of § 47a-11 (g) in that he did not conduct himself in a manner that did not disturb the neighbors' peaceful enjoyment of the premises but, to the contrary, conducted himself in a manner that disturbed the neighbors' peaceful enjoyment of the premises, with such marked impact that the effects of that disturbance lingered through the time of trial. As the evidence establishes that Crooms thereby breached the aspect of a tenant's legal responsibilities imposed by § 47a-11 (g), the court finds CHFA to have met its burden of proving the essential allegations of the Third Count of the Complaint as to Crooms.

As found in Part IV, Campbell has not prevailed on any aspect of her special defenses. Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, for the foregoing reasons, the court finds the Third Count in favor of the plaintiff CHFA and against both Campbell and Crooms.

D

FOURTH COUNT

In the Fourth Count, sounding against both Campbell and Crooms, CHFA alleges that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell “allowed a member of her household and/or guest to conduct himself in a manner involving criminal activity on the premises” which conduct disturbed the neighbors’ peaceful enjoyment of the premises, interfered substantially with the comfort or safety of other tenants, and which conduct consisted of inflicting bodily harm upon another tenant or threatening to inflict such harm with the present ability to cause the harm, all under circumstances that would lead a reasonable person to believe that such threat would be carried out and presenting an immediate and serious danger to the safety of other tenants; that “Defendants has (sic) conducted /themselves in a manner that constitutes a nuisance in violation of . . . §§ 47a-11 (g) and 47a-32 by engaging in the conduct described [above], which interferes substantially with the comfort or safety of other tenants; that CHFA delivered written notice to Campbell of these violations on June 18, 2015; that CHFA caused Campbell and Crooms each to be served with a notice to quit on July 10, 2015 requiring them to leave vacate the premises on or before July 14, 2015 because of the violations relevant to the allegations of this count; and that both Campbell and Crooms have remained in possession nonetheless. In her answer to the Fourth Count, Campbell denies CHFA’s allegations concerning Crooms’s involvement in criminal activity on the premises; denies that she allowed a member of her household to conduct himself in a manner involving criminal activity on the premises; denies that she violated her responsibility as a tenant imposed by §§ 47a-11 (g) and 47a-32; and admits

the remainder of the allegations. Crooms has denied all allegations of this count. Incorporating and relying upon the facts as found in Part I and applying the relevant legal principles, the court finds that CHFA has met its burden of proof on all essential elements of this Fourth Count as to both Campbell and Crooms.

Campbell contests only the allegations of ¶¶ 3 and 4 of the Fourth Count; in addition to her candid admissions, the court finds that the factual findings set forth in Part I fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, each allegation of both ¶ 3 and ¶ 4 of the Fourth Count as to Campbell. In concluding that CHFA has met its burden of proving the essential allegations of the Fourth Count based upon Campbell's violation of § 47a-11 (g) as grounds for summary process, the court here incorporates and relies upon the relevant factual findings and legal analysis set forth in Part I and also in Part III B and C, above. The court specifically finds that by wilfully and intentionally inviting, causing, allowing and/or permitting Crooms to occupy, reside at, use, possess and control 1 Hitchcock Circle without CHFA's authorization, and without imposing restriction or limitation upon his behavior, Campbell violated both §§ 47a-11 (g) and 47a-32 in that she did not require Crooms, another person on the premises with her consent, to conduct himself in a manner that would not "constitute a nuisance, as defined in section 47a-32" § 47a-11 (g). Rather, given the totality of circumstances of this case as found in Part I and herein, Campbell did not require Crooms, another person on the premises with her consent, to conduct himself in a manner that would not "interfere . . . substantially with the comfort or safety of other tenants or occupants of the same or adjacent buildings or structures." § 47a-32. Crooms's offensive, aggressive, verbally and physically assaultive behavior on June 6, 2015 at Eno Farms, as fully described in Part I, did in fact

substantially interfere with the comfort or safety of Kadaisha Riddick and Carlton Riddick directly and, as she observed Crooms's conduct and the effect of that conduct upon her family and co-tenants, did in fact substantially interfere with the comfort or safety of Kiyanah Riddick indirectly. As such, Campbell has breached the legal responsibilities imposed upon her by §§ 47a-11 (g) and 47a-32. The court accordingly finds that CHFA has met its burden of proving the essential allegations of the Fourth Count of the Complaint as to Campbell.

The factual findings set forth in Part I fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, ¶¶ 1, 2, 3, 5, 6, and 7 as to Crooms in this Fourth Count, despite his denials; a fair preponderance of the evidence also supports the conclusion that CHFA has proved the Fourth Count remaining allegation against Crooms in this, sounding in violation of §§ 47a-11 (g) and 47a-32. In reaching this determination, the court incorporates and relies upon the factual findings set forth in Part I and the legal analysis utilized in examining the related aspects of the Third Count brought against this defendant. Thus, the court has concluded that Crooms occupied 1 Hitchcock Circle as a de facto tenant and was bound by the provisions of § 47a-11 (g). Nonetheless, on June 6, 2015, within a common area near 1 and 2 Hitchcock Circle in Simsbury, CT, Crooms engaged in the offensive and unlawful actions fully described in Part I. Thereby, he violated § 47a-11 (g) in that he did not conduct himself in a manner that would not "constitute a nuisance, as defined in section 47a-32" Given the totality of circumstances of this case as found in Part I and herein, the court concludes that by engaging in the conduct described in Part I, Crooms did not conduct himself in a manner that would not "interfere . . . substantially with the comfort or safety of other tenants or occupants of the same or adjacent buildings or structures." § 47a-32. Instead, Crooms's offensive, aggressive, verbally and physically

assaultive behavior on June 6, 2015 at Eno Farms, as fully described in Part I, did substantially interfere with the comfort or safety of Kadaisha Riddick and Carlton Riddick directly and, as she observed Crooms's conduct and the effect of that conduct upon her family and co-tenants, did in fact substantially interfere with the comfort or safety of Kiyanah Riddick indirectly. As such, Crooms has breached the legal responsibilities as imposed by §§ 47a-11 (g) and 47a-32, and the court accordingly finds that CHFA has met its burden of proving the essential allegations of the Fourth Count of the Complaint as to this defendant, as well.

As found in Part IV, Campbell has not prevailed on any aspect of her special defenses. Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court finds the Fourth Count in favor of the plaintiff CHFA as to both Campbell and Crooms.

E

FIFTH COUNT

In the Fifth Count, sounding against both Campbell and Crooms, CHFA alleges that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell "allowed a member of her household and/or guest to conduct himself in a manner involving criminal activity on the premises" which conduct disturbed the neighbors' peaceful enjoyment of the premises, interfered substantially with the comfort or safety of other tenants, and which conduct consisted of inflicting bodily harm upon another tenant or threatening to inflict such harm with the present ability to cause the harm, all under circumstances that would lead a reasonable person to believe that such threat would be carried out and presenting an immediate and serious

danger to the safety of other tenants; that “Defendants have conducted themselves in a manner that constitutes a serious nuisance in violation of . . . §§ 47a-11 (g) and 47a-15 (A) by engaging in the conduct described [above], which involves inflicting bodily harm upon another tenant . . . or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out; that CHFA caused Campbell and Crooms each to be served with a notice to quit on July 10, 2015 requiring them to leave the premises on or before July 14, 2015 for reason of serious nuisance ; and that both Campbell and Crooms have remained in possession nonetheless thereafter and through the time of trial. In her answer to the Fifth Count, Campbell denies CHFA’s allegations concerning Crooms’s involvement in criminal activity on the premises; denies that she allowed a member of her household to conduct himself in a manner involving criminal activity on the premises; denies that she violated her responsibility as a tenant imposed by §§ 47a-11 (g) and 47a-15 (A); and admits the remainder of the allegations. Crooms denies all allegations of this count. Incorporating and relying upon the facts as found in Part I and applying the relevant principles of law, the court finds that CHFA has met its burden of proof on all essential elements of this Fifth Count as to both Campbell and Crooms.

In addressing the allegations of the Fifth Count as to both defendants, the court incorporates and makes reference to each of the factual findings and legal analyses utilized in resolving the parties’ contests over the allegations of the Fourth Count, above. The following additional conclusions, based on the totality of the circumstances and the applicable law, specifically address the issues related to CHFA’s allegations that both Campbell and Crooms are susceptible to summary process due to their mutual violations of §§ 47a-11 (g) and 47a-15 (A).

Campbell contests only the allegations of ¶¶ 3 and 4 of the Fifth Count; in addition to her candid admissions, the court finds that the factual findings set forth in Part I fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, each allegation of both ¶ 3 and ¶ 4 of the Fourth Count as to Campbell. Insofar finding that CHFA has met its burden of proving the essential allegations of the Fifth Count, claiming Campbell's violation of § 47a-11 (g) as grounds for summary process, the court here incorporates and relies upon the relevant factual findings and legal analysis set forth in Part I and also in Part III C and D, above. The court further finds that by wilfully and intentionally inviting, causing, allowing and/or permitting Crooms to occupy, reside at, use, possess and control 1 Hitchcock Circle without authorization, and without restriction or limitation upon his behavior, Campbell violated both §§ 47a-11 (g) and 47a-15 (A) in that she did not require Crooms, another person on the premises with her consent, to conduct himself in a manner that would not "constitute a . . . serious nuisance, as defined in section 47a-15" § 47a-11 (g). Rather, given the totality of circumstances of this case as found in Part I and herein, Campbell did not require Crooms, another person on the premises with her consent, to conduct himself in a manner that would not involve "inflicting bodily harm upon another tenant . . . or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out" § 47a-15 (A). Crooms's offensive, aggressive, verbally and physically assaultive behavior on June 6, 2015 at Eno Farms, as fully described in Part I, instead did in fact involve his infliction of bodily harm upon Carlton Riddick and, by shoving Kadaisha Riddick and by stepping on the adolescent's foot, did involve his behaving in a manner that constituted threatening to inflict bodily harm upon her with the present ability to effect the harm and under

circumstances which would lead a reasonable person to believe that such threat would be carried out. The court further concludes, by a fair preponderance of the evidence, that Crooms's conduct at Eno Farms on that occasion, unrestricted and unlimited by Campbell, by way of swinging at and tackling Carlton Riddick, constitutes threatening to inflict bodily harm upon Carlton Riddick with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat would be carried out, within the meaning of § 47a-15 (A). As such, Campbell has breached the legal responsibilities imposed upon her by §§ 47a-11 (g) and 47a-15 (A). The court accordingly finds that CHFA has met its burden of proving the essential allegations of the Fifth Count of the Complaint as to the defendant Campbell.

Again, the factual findings set forth in Part I fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, ¶¶ 1, 2, 3, 5, 6, and 7 as to Crooms in this Fifth Count, as well as the allegation remaining against Crooms in this Fourth Count, sounding in violation of §§ 47a-11 (g) and 47a-15 (A) despite his denials. In reaching this determination, the court again incorporates and relies upon the factual findings set forth in Part I and the legal analysis utilized the related aspects of the Third and Fourth Counts brought against this defendant. Thus, the court has concluded that Crooms occupied 1 Hitchcock Circle as a de facto tenant, and was bound by the provisions of § 47a-11 (g). Nonetheless, on June 6, 2015 within a common area near 1 and 2 Hitchcock Circle in Simsbury, CT, Crooms engaged in the offensive and unlawful actions fully described in Part I. Thereby, he violated § 47a-11 (g) in that he did not conduct himself in a manner that would not "constitute a . . . serious nuisance, as defined in section 47a-15" Given the totality of circumstances of this case as found in Part I and herein, the court concludes that by engaging in the conduct described in Part I, which included Crooms's infliction of bodily

harm upon Carlton Riddick and, by shoving Kadaisha Riddick and by stepping on the adolescent's foot, Crooms's engagement in behavior that constituted threatening to inflict bodily harm upon the minor child with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat would be carried out. The court further concludes, by a fair preponderance of the evidence, that Crooms's conduct at Eno Farms on that occasion by way of swinging at and tackling Carlton Riddick, constitutes threatening to inflict bodily harm upon Carlton Riddick with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat would be carried out, within the meaning of § 47a-15 (A). As such, Crooms has breached the legal responsibilities imposed by §§ 47a-11 (g) and 47a-15 (A). The court accordingly finds that CHFA has met its burden of proving the essential allegations of the Fifth Count of the Complaint as to the defendant Crooms.

As found in Part IV, Campbell has not prevailed on any aspect of her special defenses. Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court finds the Fifth Count in favor of the plaintiff CHFA as to both Campbell and Crooms.

F

SIXTH COUNT

In the Sixth Count, CHFA alleges that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell "allowed a member of her household and/or guest to conduct himself in a manner involving criminal activity on the premises" which conduct disturbed the neighbors' peaceful enjoyment of the premises, interfered substantially

with the comfort or safety of other tenants, and which conduct consisted of inflicting bodily harm upon another tenant or threatening to inflict such harm with the present ability to cause the harm, all under circumstances that would lead a reasonable person to believe that such threat would be carried out and presenting an immediate and serious danger to the safety of other tenants; that “Defendants have conducted themselves in a manner that constitutes a serious nuisance in violation of . . . §§ 47a-11 (g) and 47a-15 (C) by engaging in the [above] conduct . . . which presents an immediate and serious danger to the safety of other tenants [or] the landlord; that CHFA caused Campbell to be served with a notice to quit on July 10, 2015 requiring her to vacate the premises on or before July 14, 2015 for reason of serious nuisance; and that Campbell has remained in possession thereafter nonetheless. In her answer to the Fourth Count, Campbell denies CHFA’s allegations concerning Crooms’s involvement in criminal activity on the premises; denies that she allowed a member of her household to conduct himself in a manner involving criminal activity on the premises; denies that she violated her responsibility as a tenant imposed by §§ 47a-11 (g) and 47a-15 (C); and admits the remainder of the allegations. Crooms has denied all allegations of this count. Incorporating and relying upon the facts as found in Part I and applying the relevant principles of law, the court finds that CHFA has met its burden of proof on all essential elements of this Sixth Count as to both Campbell and Crooms.

In addressing the allegations of the Sixth Count as to both defendants, the court incorporates and makes reference to each of the factual findings and legal analyses utilized in resolving the parties’ contests over the allegations of the Third, Fourth and Fifth Counts, above. The following additional conclusions, based on the totality of the circumstances and the applicable law, specifically address the issues related to CHFA’s allegations that both Campbell and Crooms are

susceptible to summary process due to their mutual violations of §§ 47a-11 (g) and 47a-15 (C).

Campbell contests only the allegations of ¶¶ 3 and 4 of the Sixth Count; in addition to her candid admissions, the court finds that the factual findings set forth in Part I fully establish that CHFA has met its burden of proving, by a fair preponderance of the evidence, each allegation of both ¶ 3 and ¶ 4 of the Sixth Count as to Campbell. In determining that CHFA has met its burden of proving the essential allegations of the Sixth Count, claiming Campbell's violation of § 47a-11 (g) as grounds for summary process, the court here incorporates and relies upon the relevant factual findings and legal analysis set forth in Part I and also in Parts III C, D and E, above. The court further finds that by wilfully and intentionally inviting, causing, allowing and/or permitting Crooms to occupy, reside at, use, possess and control 1 Hitchcock Circle without authorization, and without restriction or limitation upon his behavior, Campbell violated both §§ 47a-11 (g) and 47a-15 (C) in that she did not require Crooms, another person on the premises with her consent, to conduct himself in a manner that would not "constitute a . . . serious nuisance, as defined in section 47a-15 . . ." § 47a-11 (g). Rather, given the totality of circumstances of this case as found in Part I and herein, a fair preponderance of the evidence establishes that Campbell did not require Crooms, another person on the premises with her consent, to conduct himself in a manner that would not involve "present[ing] an immediate and serious danger to the safety of other tenants . . ." § 47a-15 (C). Crooms's offensive, aggressive, verbally and physically assaultive behavior on June 6, 2015 at Eno Farms, unrestricted and unlimited by Campbell as fully described in Part I, instead did in fact present an immediate and serious danger to the safety of other tenants. Crooms's angry, verbally and physically aggressive conduct presented an immediate and serious danger to the safety of adult Carlton Riddick, who did sustain physical injury and who was the

victim of Crooms's unlawful behavior in swinging at him, tackling, assaulting and hitting him. Crooms's conduct on that occasion also presented an immediate and serious danger to the safety of the minor child Kadaisha Riddick, whom Crooms shoved and upon whose foot adult Crooms stepped intentionally or recklessly. As such, Campbell has breached the legal responsibilities imposed upon her by §§ 47a-11 (g) and 47a-15 (C). The court accordingly finds that CHFA has met its burden of proving the essential allegations of the Sixth Count of the Complaint as to the defendant Campbell.

Again, the factual findings set forth in Part I fully establish that, despite his denials, CHFA has met its burden of proving, by a fair preponderance of the evidence, ¶¶ 1, 2, 3, 5, 6, and 7 as to Crooms in this Sixth Count, as well as the remaining allegation against Crooms in this Sixth Count sounding in violation of §§ 47a-11 (g) and 47a-15 (C). In reaching this determination, the court also incorporates and relies upon the factual findings set forth in Part I and the legal analysis utilized the related aspects of the Third, Fourth and Fifth Counts brought against this defendant. Thus, the court has concluded that Crooms occupied 1 Hitchcock Circle as a de facto tenant, and was bound by the provisions of § 47a-11 (g). Nonetheless, on June 6, 2015 within a common area near 1 and 2 Hitchcock Circle in Simsbury, CT, Crooms engaged in the offensive and unlawful actions fully described in Part I. Thereby, he violated § 47a-11 (g) in that he did not conduct himself in a manner that would not "constitute a . . . serious nuisance, as defined in section 47a-15" Given the totality of circumstances of this case as found in Part I and herein, the court concludes that Crooms's offensive, aggressive, verbally and physically assaultive behavior on June 6, 2015 at Eno Farms, as fully described in Part I, through his angry, verbally and physically aggressive conduct, instead did presented an immediate and serious danger to the safety of other

tenants. Crooms's criminal actions, described in Part I, presented an immediate and serious danger to the safety of adult Carlton Riddick, who did sustain physical injury and who was subject to Crooms's behavior in swinging at him, tackling, assaulting and hitting him; Crooms's criminal activity on that occasion also presented an immediate and serious danger to the safety of the minor child Kadaisha Riddick, whom Crooms shoved and upon whose foot adult Crooms stepped intentionally or recklessly. As such, Crooms has breached the legal responsibilities imposed by §§ 47a-11 (g) and 47a-15 (C). The court accordingly finds that CHFA has met its burden of proving the essential allegations of the Sixth Count of the Complaint as to the defendant Crooms.

As found in Part IV, Campbell has not prevailed on any aspect of her special defenses. Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court finds the Sixth Count in favor of the plaintiff CHFA as to both Campbell and Crooms.

G

SEVENTH COUNT

In the Seventh Count, CHFA alleges that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease and still occupies the premises; that Campbell allowed Crooms, an individual not named in the lease, to occupy the premises without CHFA's prior written approval; that on or after May 1, 2015, Crooms took possession of the premises without lease, right or privilege to occupy the same, and has ever since continued in possession of those premises; that on July 10, 2015, CHFA caused a notice to quit possession to be served on Crooms, informing him that he was to vacate the premises on or before July 14, 2015 for the reason that he

never had a right or privilege to occupy the premises; and that although the time designated in the notice to quit has passed, Crooms still remains in possession.⁴⁵ Crooms has denied each allegation of this Seventh Count.

CHFA's claim that Crooms occupied the dwelling unit at 1 Hitchcock Circle Occupancy when he "never had a right or privilege to occupy such premises" is a lawful basis upon which the landlord may pursue summary process.⁴⁶ § 47a-23 (a) (2). Having considered, incorporated, and relied upon the facts as found in Part I and discussed as relevant throughout this memorandum of decision, the court finds that CHFA has met its burden of proving the essential allegations of this Seventh Count. As previously found, Crooms was not a party to the 2015 lease with CHFA; CHFA was never informed that Crooms would be an occupant of 1 Hitchcock Circle in 2015 yet he used, resided at, controlled, possessed and was an occupant of that dwelling unit despite lack of certification; the landlord never provided Crooms with any right or privilege to occupy 1 Hitchcock Circle at any time during 2015.

CHFA has proved, by a fair preponderance of the evidence, that it is the landlord for the premises with standing to bring the action; that CHFA had an applicable lease with Campbell as the only adult allowed to occupy the dwelling unit and that Crooms, an individual not named in the

⁴⁵ As Crooms was not a party to the 2015 lease and occupied the premises without privilege from CHFA, he was not entitled to pre-termination notice prior to commencement of summary process proceedings. See *St. Paul's Flax Hill Co-operative v. Johnson*, supra, 124 Conn. App. 733.

⁴⁶ "Summary process is authorized under § 47a-23 despite the lack of a lease or rental agreement 'where premises or any part thereof, is occupied by one who has no right or privilege to occupy said premises, or where one originally had the right or privilege to occupy said premises but such right or privilege has terminated and the owner or lessor . . . shall desire to obtain possession or occupancy of the same.' (Internal quotation marks omitted.) *Trinity United Methodist Church of Springfield, Massachusetts v. Levesque*, 88 Conn. App. 661, 666, 870 A.2d 1116, cert. denied, 274 Conn. 907, 908, 876 A.2d 1200 (2005)." (Emphasis added.) *Success, Inc. v. Curcio*, 160 Conn. App. 153, 160 n.9, 124A.3d 563, cert. denied 319 Conn. 952, 125 A.3d 153 (2015) (action dismissed as plaintiff had not shown standing to pursue summary process).

lease, in fact did occupy the premises without CHFA's prior written approval; that CHFA never extended to Crooms the privilege or right of occupancy for any period in 2015; that CHFA took clear and unequivocal action to inform Crooms that he had to vacate 1 Hitchcock Circle by causing a valid notice to quit to be served upon him; that the time for possession indicated in the notice to quit has passed; that CHFA caused the summary process writ, summons, complaint and necessary attachments to be served upon Crooms; and that despite the expiration of the time indicated in the notice to quit, Crooms has remained in possession of the premises without privilege or right.

Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court finds that the plaintiff has met its burden of proving the essential allegations of this Seventh Count of the complaint sounding in occupancy of the premises without privilege as to Crooms. Accordingly, the court finds the Seventh Count in favor of the plaintiff CHFA and against the defendant Crooms.

H

EIGHTH COUNT

In the Eighth Count, CHFA alleges that on or before May 1, 2015, it had entered into a one year lease with Campbell permitting her rental of 1 Hitchcock Circle; that Campbell took possession of the premises under the lease; that Campbell allowed Crooms, an individual not named in the lease, to occupy the premises without CHFA's prior written approval; that on or after May 1, 2015, Crooms took possession of the premises under an agreement with Campbell and he has ever since continued in possession of the premises; that on July 10, 2015, CHFA caused Crooms to be served with a notice to quit possession on informing him that he had to leave the premises on or before July 14, 2015 because whatever right or privilege he once had to occupy the

premises had terminated; and that although the time designated in the notice to quit has passed, Crooms remains in possession of the premises.⁴⁷ Crooms has denied each allegation of this Eighth Count.

CHFA's claim that Crooms occupied the dwelling unit at 1 Hitchcock Circle Occupancy when he "originally had the . . . privilege to occupy such premises but such right or privilege has terminated" is a lawful basis upon which the landlord may pursue summary process.⁴⁸ § 47a-23 (a) (2). Having considered, incorporated, and relied upon the facts as found in Part I and discussed as relevant throughout this memorandum of decision, the court finds that CHFA has met its burden of proving the essential allegations of this Eighth Count. As previously found, Crooms was not a party to the 2015 lease with CHFA and never had a privilege of occupying 1 Hitchcock Circle extended to him by the landlord for any portion of that year; that even though Campbell wilfully and intentionally invited, caused, allowed and permitted Crooms to reside at, use, occupy, possess and control that dwelling unit, she did so without knowledge or permission of the landlord for 2015. The court further finds that, as Crooms had executed Recertification Updates in prior years but did not do so in 2015, it is reasonable to infer that Crooms knew he was unauthorized to occupy 1 Hitchcock Circle, and although he knew that Campbell had no right or privilege to invite, cause, allow or permit him to do so, he intentionally and voluntarily used, occupied, controlled,

⁴⁷ As Crooms was not a party to the 2015 lease and occupied the premises without privilege from CHFA, he was not entitled to pre-termination notice prior to commencement of summary process proceedings. See *St. Paul's Flax Hill Co-operative v. Johnson*, supra, 124 Conn. App. 733.

⁴⁸ See *Success, Inc. v. Curcio*, supra, 160 Conn. App. 153, 160 n.9, affirming that "Summary process is authorized under § 47a-23 despite the lack of a lease or rental agreement ' . . . where one originally had the right or privilege to occupy said premises but such right or privilege has terminated and the owner or lessor . . . shall desire to obtain possession or occupancy of the same.'" (Emphasis added; external citation omitted.)

possessed and or maintained his actual residence at that dwelling unit.

CHFA has proved, by a fair preponderance of the evidence, that it is the landlord for the premises with standing to bring the action; that on July 10, 2015 CHFA took clear and unequivocal action to inform Crooms, by causing a valid notice to quit to be served upon him, that notwithstanding any privilege of occupancy that may have been extended to him by Campbell, he was required to vacate 1 Hitchcock Circle on or before July 14, 2015; that the time for possession indicated in the notice to quit has passed; that it caused the summary process writ, summons, complaint and necessary attachments to be timely served upon Crooms; and that despite the expiration of the time indicated in the notice to quit, Crooms remains in possession of the premises without privilege or rights to do so, and when any privilege, however unauthorized, extended to him by Campbell had been effectively terminated by the effect of the duly served notices to quit.

Having considered facts, the relevant principles of law, and any applicable equities, for the reasons set forth above, the court finds that the plaintiff has met its burden of proving the essential allegations of this Seventh Count of the complaint sounding in occupancy of the premises without lawful or effective privilege and/or when any privilege was no longer extant, as to Crooms. Accordingly, the court finds the Eighth Count in favor of the plaintiff CHFA and against the defendant Crooms.

IV

CAMPBELL'S SPECIAL DEFENSES

For the reasons discussed below, the court finds that Campbell has failed to meet her burden of proving any of the three special defenses alleged.⁴⁹ In reaching this conclusion, the court has

⁴⁹ In addressing the special defenses, court acknowledges that the weight of CHFA's proof may be overcome by establishing, by a fair preponderance of the evidence, any one of Campbell's alternative

relied upon the evidence in its entirety, the facts as found in Part I and all additional facts as found throughout this decision where relevant to a particular special defense. Also as relevant, the court has further incorporated and relied upon the admissions to the various allegations as presented in Campbell's October 13, 2015 Amended Answer to the complaint.

A

CAMPBELL'S FIRST SPECIAL DEFENSE

In her First Special Defense, relying upon the provisions of General Statutes § 47a-23c (a) (1), Campbell claims that she cannot be evicted because Eno Farms consists of more than five units and she is more than sixty two years of age. To address this special defense, the court has read § 47a-23c (a) (1) in conjunction with § 47a-23c (b) (1) (C) and (E), as the summary process statutes must be read as a whole not in part.⁵⁰ Accordingly, the court must acknowledge the specific exceptions to the prohibition against summary process actions generally expressed in § 47a-23c (a) (1). Thus, the legislature has not prohibited eviction of a tenant aged 62 or older, who resides in a building or complex consisting of five or more separate dwelling units, where it is alleged and the court has found that one of § 47a-23c (b) (1)'s exceptions applies, so that in the present case, notwithstanding the general statements of § 47a-23c (a) (1), Campbell is susceptible to summary process where CHFA can prove her: "(C) material noncompliance with section 47a-11

allegations. See Civil Jury Instructions, *supra*, § 2.6-2; Civil Jury Instructions, § 3.5-2 Defendant's Specifications of Negligence; *Milford Bank v. Phoenix Contracting Group, Inc.*, *supra*, 143 Conn. App. 523 n.2.

⁵⁰ "It is a basic tenet of statutory construction that [w]e construe a statute as a whole and read its subsections concurrently in order to reach a reasonable overall interpretation.' (Internal quotation marks omitted.) *Barry v. Quality Steel Products, Inc.*, 280 Conn. 1, 9, 905 A.2d 55 (2006)." *Planning and Zoning Commission of the Town of Monroe v. Freedom of Information Commission*, 316 Conn. 1, 12-13, 110 A.3d 419 (2015).

. . . which materially affects the health and safety of the other tenants . . . [or] (E) material noncompliance with the rules and regulations of the landlord adopted in accordance with section 47a-9”

Under the circumstances of this case, Campbell’s First Special Defense does not provide her the protection she seeks. As found in Part III, many aspects of the complaint implicate the exceptions provided by § 47a-23c (a) (1) (C) and/or (E). The First Count expressly alleges that in violation of ¶¶ 9 and 19 of the lease, Campbell allowed Crooms to occupy 1 Hitchcock Circle without the landlord’s prior written approval. (Ex. 4.) These provisions prohibit Campbell from allowing, permitting or causing Crooms to reside at, occupy, possess and/or control the dwelling unit without previously obtaining the landlord’s explicit and written consent. Fairly read, these provisions are nearly identical in language and effect to ¶¶ 14 and 23 of the Tenant Rules, which are incorporated into and made a part of the lease through ¶ 36 of the lease, through which Campbell agreed to “obey and comply with the Tenant Rules . . . which [were] made a part of this Lease by way of an Addendum” and through ¶ 20 of the Tenant Rules, which allows CHFA to terminate the lease if Campbell “violates an of the terms of the Lease or these tenant Rules”. The court concludes that Campbell’s conduct, in allowing, permitting or causing Crooms to reside at, occupy, possess and/or control the dwelling unit without previously obtaining the landlord’s explicit and written consent, created the conditions that led to Crooms’s assaultive and threatening behavior toward other tenants on June 6, 2015, as found in Part I and as further described in Part III. Under the totality of the circumstances, then, Campbell did not require Crooms, another person on the premises on that date with her consent, to conduct himself in a manner that did not disturb Kadaisha Riddick’s and/or Carlton Riddick’s peaceful enjoyment of the premises, and/or

that constituted a nuisance as defined in § 47a-32, and/or that constituted a serious nuisance as defined in § 47a-15 (A) and/or (C). In this way, under the totality of the circumstances, Campbell engaged in material noncompliance with § 47a-11(g) which on June 6, 2015 materially affected the health and safety of other tenants, Kadaisha Riddick and Carlton Riddick, in a public area near 1 Hitchcock Circle. Also in this way, under the totality of the circumstances, Campbell engaged in material noncompliance with the rules and regulations of the landlord adopted in accordance with § 47a-9, as the Tenant Rules were incorporated into and made a part of the lease, as found in Part I. See General Statutes § 47a-23c (b) (1) (C) and (E). Accordingly, § 47a-23c (a) (1) does not protect Campbell from summary process in this case.

Furthermore, as the Second Count explicitly identifies Campbell's violations of ¶¶ 15, 17, 20 (F) and 20 (G) of the Tenant Rules, the exception establishes by § 47a-23c (b) (1) (E) applies and § 47a-23c (a) (1) does not protect Campbell from CHFA's summary process action. Through her conduct in allowing, permitting or causing Crooms to reside at, occupy, possess and/or control the dwelling unit without previously obtaining the landlord's written permission, without limitation and without requiring Crooms, another person on the premises on that date with her consent, to conduct himself in a manner that did not disturb Kadaisha Riddick's and/or Carlton Riddick's peaceful enjoyment of the premises, and/or that constituted a nuisance as defined in § 47a-32, and/or that constituted a serious nuisance as defined in § 47a-15 (A) and/or (C). In this way, under the totality of the circumstances, Campbell engaged in material noncompliance with § 47a-11(g) which materially affected the health and safety of other tenants on June 5, 2015 in a public area near 1 Hitchcock Circle, and /or she engaged in material noncompliance with the rules and regulations of the landlord adopted in accordance with § 47a-9 by way of the Tenant Rules

incorporated into the lease. Thus, the exceptions of § 47a-23c (b) (1) (C) and (E) apply to the Second Count and § 47a-23c (a) (1) does not protect Campbell from summary process action.

Similarly, § 47a-23c (a) (1) does not protect Campbell from CHFA's summary process action given the facts of this case in the remainder of the allegations pending against her. The Third Count expressly alleges Campbell's violation of § 47a-11 (g) by way conducting herself in a manner through which she did not require Crooms, a person on the premises with her consent, to conduct himself in a manner that did not disturb Kadaisha Riddick's and/or Carlton Riddick's peaceful enjoyment of the premises. The Fourth Count expressly alleges Campbell's violation of § 47a-11 (g) by way conducting herself in a manner through which she did not require Crooms, a person on the premises with her consent, to conduct himself in a manner that did not constitute a nuisance as defined in § 47a-32. The Fifth Count expressly alleges Campbell's violation of § 47a-11 (g) by way conducting herself in a manner through which she did not require Crooms, a person on the premises with her consent, to conduct himself in a manner that did not constitute a serious nuisance as defined in § 47a-15 (A). The Sixth Count expressly alleges Campbell's violation of § 47a-11 (g) by way conducting herself in a manner through which she did not require Crooms, a person on the premises with her consent, to conduct himself in a manner that did not constitute a serious nuisance as defined in § 47a-15 (C). As found in Parts I and III, the court has concluded that Campbell's conduct in allowing or permitting Crooms to reside at, occupy, possess and/or control the dwelling unit without previously obtaining the landlord's written consent, when she knew that he had been convicted of felony charges related to burglary and theft of a firearm, violent offenses, and when she did not in any way act to limit Crooms's conduct access to the public areas outside 1 Hitchcock Circle or limit Crooms's access to other tenants notwithstanding

his history of violence-related felonious behavior, created the conditions that led to Crooms's assaultive and threatening actions toward other tenants on June 6, 2015. As found, Campbell did not require Crooms, a person on the premises on that date with her consent, to conduct himself in a manner that did not disturb Kadaisha Riddick's and/or Carlton Riddick's peaceful enjoyment of the premises as contemplated by § 47a-11 (g), and/or to conduct himself in a manner that did not constitute a nuisance as defined in § 47a-32 and/or a serious nuisance as defined in § 47a-15 (A) and/or (C). Through this aspect of her conduct, Campbell further engaged in material noncompliance with multiple aspects of the Tenant Rules applicable to 1 Hitchcock Circle, including but not limited to ¶¶ 14, 15, 17, 20 and 23. (Ex. 5.) In this way, under the totality of the circumstances, Campbell engaged in material noncompliance with § 47a-11(g) which materially affected the health and safety of other tenants on June 5, 2015 in a public area near 1 Hitchcock Circle, and /or she engaged in material noncompliance with the rules and regulations of the landlord adopted in accordance with § 47a-9 by way of the Tenant Rules incorporated into the lease. Again, as to the Third, Fourth, Fifth and Sixth counts of the complaint, the exceptions of § 47a-23c (b) (1) (C) and (E) apply, and § 47a-23c (a) (1) does not protect Campbell from any aspect of CHFA's summary process action given the facts of this case.

Accordingly, Campbell has not met her burden of proving her First Special Defense.

B

CAMPBELL'S SECOND SPECIAL DEFENSE

In her Second Special Defense, relying upon the provisions of General Statutes § 47a-15 without specificity, Campbell alleges that CHFA failed to serve her a valid pretermination notice and did not offer the fifteen day cure period required by law. Campbell acknowledges that "[i]t is

on this same basis” that she moved “to dismiss all claims” brought in this summary process action.⁵¹ (Memorandum of Law in Support of Motion to Dismiss, 11/19/15).

In Part II, the court fully addressed this aspect of Campbell’s special defenses. For the reasons stated in Part II, the court has concluded that CHFA’s pretermination notice was sufficient and legally valid. Accordingly, Campbell has failed to meet her burden of proof on her Second Special defense.

C

CAMPBELL’S THIRD SPECIAL DEFENSE

Campbell’s Third Special Defense seeks to avoid eviction claiming “equitable relief on the grounds that she has a reasonable expectation of a continuing tenancy in 1 Hitchcock Circle” because “she has had a continuous lease with the Plaintiff, for the last twenty-three (23) years having lived in the same unit”⁵² (¶ 1 Special Defenses, 10/13/15.) In resolving the equitable issues in this special defense, the court acknowledges that Destiny and Tyshawn, two school-aged children, have lived with Campbell for many years and that she probably became their legal

⁵¹ Specifically raising the same legal issues in the Second Special Defense, Campbell’s November 19, 2015 Memorandum of Law in Support of Motion to Dismiss states: “In her second special defense, Defendant Campbell contends that the Plaintiff failed to serve her with a valid notice under General Statutes § 14a-15 when it failed to inform her of what she needed to do [to] cure the alleged violations and y not offering her a fifteen day cure period to do so It is on this same basis that Defendant Campbell now moves to dismiss all claims.”

⁵² Campbell’s attorney argued, in part, that at one point during her residency at 1 Hitchcock Circle, Campbell had some expectation that she would obtain an ownership interest in the dwelling unit. The court received insufficient evidence upon which to base any findings related to how it happened that Campbell instead continued to occupy 1 Hitchcock Circle as a tenant-lessee. Although equitable principles clearly apply to summary process actions, Campbell has not provided, and the court is not aware, of any legal authority supporting her assertion that she is entitled avoid eviction based upon the duration of her residence at 1 Hitchcock Circle.

guardian sometime in 2014.⁵³ The court further acknowledges that Campbell has long had notice that CHFA was seeking to regain possession of 1 Hitchcock Circle, and has found, in Part I, that Campbell had wilfully and intentionally invited, caused, allowed and permitted Crooms to reside at, use, control, possess and occupy that dwelling unit at all times relevant to this summary process litigation although he was not authorized by CHFA to be present either as a tenant or as Campbell's long-term guest.⁵⁴ As CHFA delivered a valid pretermination notice to Campbell in June 2015 and served her with a notice to quit in July 2015, this defendant has had many months to meet the children's needs for security and consistency in their environment by preparing for an outcome other than her success in defending the summary process action. Under these circumstances, the court attributes little weight to Campbell's special defenses related to her plea for equity based on the claim that "if evicted . . . Campbell's life and her grandchildren[']s lives] would be totally disrupted; [and] the family would likely be homeless" ⁵⁵ (§§ 4, 5 Special Defenses, 10/13/15.)

The evidence does supports several aspects of the factual allegations presented through Campbell's Third Special Defense: she has leased 1 Hitchcock Circle for over 23 years; she has never before been a subject of eviction for that dwelling unit; Destiny and Tyshawn are named on

⁵³ In the absence of detail or reliable supporting documentation or independent testimony, the court does not credit the evidence proffered to support Campbell's allegation, presented in her Third Special Defense, that she should not be subject to summary process because she "had Plaintiff attest to her good tenancy and character in her efforts to obtain guardianship of her two grandchildren, which she did so obtain". (§ 1 Special Defenses, 10/13/15.)

⁵⁴ In view of Campbell's wilful and intentional conduct in breaching the lease by causing, allowing, permitting and inviting Crooms to use, occupy, reside at, control and maintain possession of 1 Hitchcock Circle, she is not entitled to any protection available through the defense of equitable nonforfeiture. See *19 Perry Street, LLC v. Unionville Water Co.*, supra, 294 Conn. 631.

⁵⁵ The fact of Campbell has had long opportunity to prepare for the consequences of the eviction sought by CHFA supports the court's conclusion that any injury resulting from this summary process action is reparable in nature, even if it was alleged to have been irreparable. (§ 6, Special Defenses, 10/13/15.)

the lease in effect on June 15, 2015 and both children are enrolled in Simsbury schools. (¶¶ 1, 2 Special Defenses, 10/13/15.) For equitable purposes, the court has fully accounted both for the duration of Campbell's tenancy at 1 Hitchcock Circle prior to the eviction-provoking events of June 6, 2015 and her occupancy at that dwelling unit following issuance of the notice to quit without paying any compensation to CHFA, as found in Part I. Nonetheless, given the evidence in its entirety, Campbell has failed to meet her burden of proof on her Third Special Defense, which does not prevent the landlord from prevailing in this summary process action.

V

CONCLUSION

WHEREFORE, for the reasons set forth herein, the November 19, 2015 Motion to Dismiss filed by the defendant Dwyann Campbell is DENIED.

AND WHEREFORE, for the reasons set forth herein, the plaintiff CHFA Small Properties, LLC has met its burden of proof as to all counts of the summary process complaint brought against the defendant Dwyann Campbell and has met its burden of proof on all counts of the summary process complaint brought against the defendant James Crooms, the defendant Campbell has failed to meet her burden of proof on any of her special defenses, and neither defendant has shown a title in herself or himself which accrued after the giving of the lease or that existed at the time the notice to quit possession or occupancy was served upon them.⁵⁶

AND WHEREFORE, having found the facts, applied the law and balanced the equities, the court now enters judgment against the defendants Dwyann Campbell and James Crooms and in favor of the plaintiff CHFA Small Properties, LLC and ORDERS that the plaintiff recover

⁵⁶ See General Statutes § 47a-26d.

possession of the premises known as 1 Hitchcock Circle in Simsbury, CT. Based on equity, a FINAL stay of execution through May 2, 2016 is hereby ORDERED contingent upon the compliance of both Campbell and Crooms with the following conditions:


1. Crooms shall not enter or be upon any portion of the Eno Farms premises, including but not limited to 1 Hitchcock Circle in Simsbury, CT or the exterior areas surrounding 1 Hitchcock Circle in Simsbury, CT, such as the driveway or sidewalks leading to that dwelling unit, after the expiration of five days from the entry of this judgment.

2. Campbell shall not invite, cause, allow or permit the defendant Crooms to enter or to be upon any portion of the Eno Farms premises, at 1 Hitchcock Circle in Simsbury, CT or upon those exterior areas of 1 Hitchcock Circle in Simsbury, CT as described above, after the expiration of five days from the entry of this judgment.

4. Campbell shall take affirmative action to prohibit and prevent Crooms from being upon any portion of the Eno Farms premises, 1 Hitchcock Circle in Simsbury, CT or its exterior areas; and if Crooms comes upon any of those prohibited areas, Campbell shall notify CHFA's property manager immediately.

3. On or before April 15, 2016, Campbell shall pay \$1063 to CHFA as use and occupancy for herself, Destiny and Tyshawn for the month of April 2016 through May 2, 2016.

BY THE COURT,


N. Rubinow, J.