HB-6493

Curley and Reggie Stephens
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To Whom It May Concern:

This is an official complaint regarding the judicial process in Hartford Housing Court's case HCH 554 (Reggie Stephens v Atera Enterprises, LLC et al) and Small Claims Court case SCC-292408 (Stephens v Melusky et al). Reggie and Curley Stephens have lived at 18 Enfield St. since March 23, 2008.

HCH 554:

Reggie Stephens filed case HCH 554 on January 29, 2009, seeking back rent and the return of his security deposit because Pamela Melusky did not provide his building, 18 Enfield St., with heat during the winters of 2008 and 2009 and she refused to make essential repairs in the building. The court found that despite the lack of a written lease agreement between Reggie Stephens and Pamela Melusky, she had the duty to provide the building with heat. Regrettably, Kionna Osayande from the city of Hartford's License & Inspection Division did not cite Ms. Melusky for a "no heat" violation because Ms. Osayande erroneously thought it was the tenant's responsibility to provide heat and had no knowledge that the apartment was being illegally rented as a rooming house. On October 20, 2009, Ms. Osayande took photographs documenting the unlivable conditions of the building. The next day, October 21, 2009, Ms. Osayande was not present in court to present her findings, and the Court unfairly ordered Reggie to receive $1130 back of the rent he had paid, while $2100 went to Ms. Melusky.

On November 13, 2009, a motion for extension of time was granted to Ms. Melusky for her to prove that she provided 18 Enfield St. with heat. On December 4, 2009, Ms. Melusky sold the property to Mr. James Black of Danbury, Connecticut. On January 4, 2010, a motion to dismiss the case was filed because the property was sold. Two days later, Ms. Osayande was present at a hearing to present her report on inspecting 18 Enfield St., though she could not testify about compliance regarding heat. As a result, the Court ordered the property be inspected by court-appointed housing specialists. This inspection took place on February 23, 2010, in the presence of two court-appointed specialists, Ms. Melusky's counsel, and James Black. They found the oil tank empty so they could not tell if the furnace was functional or not. The Court-appointed specialists presented this finding at a hearing on March 9, 2010.

On March 23, 2010, Judge Gilligan dismissed the case. Ms. Melusky was never penalized for failing to provide heat or cited for failing to maintain the property according to the observations of Ms. Osayande. It is clear that in this case, Ms. Melusky violated Curley and Reggie Stephens' legal rights as tenants as shown through Connecticut law "Landlord and Tenant Rights and Responsibilities Ch. 830 Title 47a":

Page 900: Sec. 47a-7: "Landlord's responsibilities.": "(a) A landlord shall: [...] (2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition [...] (3) keep all common areas of the premises in a clean and safe condition; (4) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances and elevators, supplied or required to be supplied by him; [...] and (6) supply running water and reasonable amounts of hot water at all times and reasonable heat except if the building which includes the dwelling unit is not required by law to be equipped for that purpose or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection."

Page 901: Sec. 47a-7: "Landlord's responsibilities.": "(d) The landlord and tenant of a dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling if (1) the agreement of the parties is entered into good faith; (2) the agreement is in writing; (3) the work is not necessary to cure noncompliance with subdivisions (1) and (2) of subsection (a) of this section; and (4) the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises."

Page 902: Sec. 47a-13: "Failure of landlord to supply essential services. Tenant's remedies.": "(a) If the landlord is required to supply heat, running water, hot water, electricity, gas or other essential service, and if the landlord fails to supply such essential service and the failure is not caused by conditions beyond the landlord's control, the tenant may give notice to the landlord specifying the breach and may elect to [...] (3) if the failure to supply such service is willful, the tenant may terminate the rental agreement and recover an amount not more than two months' periodic rent or double the actual damages sustained by him, whichever is greater. If the rental agreement is terminated, the landlord shall return all security and prepaid rent and interest required pursuant to section 47a-22, recoverable under section 47a-21."

It is clear from the evidence provided, included Ms. Osayande's investigation and photographs, that Ms. Melusky violated Sec.47a-7 (a) by neglecting to maintain Curley and Reggie Stephens' apartment. Ms. Melusky did not have an agreement in writing as specified by Sec. 47a-7 (d) where Reggie and Curley Stephens agreed to be responsible for their own heating costs and maintenance. We also believe that it is clear from Sec. 47a-13 that Ms. Melusky's failure to provide heat and other "essential service" in maintaining the property means that she owes Reggie and Curley Stephens' their security deposit and prepaid rent and interest.

We believe Judge Gilligan was wrong to dismiss the case without property resolution of the issues at hand.

Small Claims: SCC-292408

Regarding financial reimbursement, Reggie filed the Small Claims case SCC-292408 on November 18, 2009, **before** HCH 554 was erroneously dismissed. In this

case, he sought $5,000 financial retribution in punitive damages including his back rent ($2,100), security deposit ($170), interest on the security deposit, and damages from stress and the time spent defending himself. Ms. Melusky claimed that Reggie received adequate compensation from case HCH 554, which is patently untrue. To this day, he still has not received his back rent, security deposit, or interest from the security deposit. Despite not having the means to hire counsel for both of these cases, Reggie and Curley Stephens have **never** missed a day in court. On April 21, 2010, they received a continuance for SCC-292408, which would continue on June 16, 2010. For a second time, they arrived in court to find their case dismissed by Judge Edwin Lavitt, with no reason given, and no opportunity to ask why or speak on their behalf.

This complaint is against both judges, as well as the process used in both legal systems. Many people erred in these two cases, and Reggie and Curley Stephens have to bear the brunt of their mistakes. We seek justice and reasonable financial compensation from Ms. Melusky. We ask for a review of both cases so that they may be reopened and reexamined so justice may be served.

Sincerely,

Reggie Stephens

Reggie Stephens 7/01/2010

Curley Stephens

Curley Stephens 7/01/2010

Response to Magistrates Georgetti

Curley and Reggie Stephens

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Hartford ct, 06106

Case# scc-292408

stephens vs. melusky

I Reggie and Curley Stephens disagree with the judgment given on October 13, 2010 to case # SCC-292408 without legal representation from our behalf. In addition, the case judged without our knowledge. The courts dismissed our case with no reason given and no opportunity to question why or opportunity to speak on our behalf, and to show the court that the defendant knowingly misrepresented facts to conceal information that were detrimental to us. Because of the defendant's action in misrepresenting facts, the courts were inclined to make frivolous decisions. Mr. Melusk's counselor, Robert Kappis consolidated two different cases into one to make case # HCH554 look like it was similar to # SCC-292408 that we had in a small claims. We are requesting that we get a reason as to why case # SC-292408 was denied on October 13, 2010 without our representation. We are also seeking $5,000 in financial retribution in punitive damages, including back rent of $2,100, security deposit in the amount of $170 and interest given on that amount. We also believe that 47a-13 was not enforced by both legal systems.