

Docket Number: _____ : Superior Court

Plaintiff (Landlord): _____ : Judicial District / Housing

v. _____ : Session At (Town): _____

Defendant (Tenant): _____ : Today's Date: _____

Motion to Dismiss

Pursuant to Connecticut Practice Book Section 10-30, the Defendant moves to dismiss this case for lack of jurisdiction for the reasons set forth in the accompanying memorandum of law, and respectfully requests that the Court dismiss this case.

The Defendant (Tenant)

Signature: _____ Printed Name: _____

Mailing Address: _____

Telephone: _____

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Docket Number: _____: Superior Court

Plaintiff (Landlord): _____: Judicial District / Housing

v. _____: Session At (Town): _____

Defendant (Tenant): _____: Date: _____

Memorandum of Law in Support of Motion to Dismiss

This court lacks subject matter and/or personal jurisdiction because:

(Check the box for all the below reasons that apply to your case, fill in any blanks for the selected reasons, and write in any other reasons that apply to your case.)

- ☐ 1. A Notice to Quit was not delivered to me or left at my residence.ⁱ

- ☐ 2. The Notice to Quit incorrectly says my address is _____,
but my address is: _____.ⁱⁱ

- ☐ 3. There were less than three days between the date the Notice to Quit was
delivered and the date the Notice to Quit gave me to move out by before a court
case could be started.ⁱⁱⁱ

- ☐ 4. The Notice to Quit does not list a valid reason for eviction.^{iv} The Notice to Quit
says the reason for eviction is:

- ☐ 5. None of the reason(s) for the eviction in the Complaint are listed as reason(s) for
the eviction in the Notice to Quit.^v

- ☐ 6. The Notice to Quit was for nonpayment of rent but it was delivered before my
deadline to pay the rent (i.e., before the end of the grace period).^{vi}

(Continue to the next page)

- ☐ 7. After serving the Notice to Quit, my landlord made statements or took actions that could create a doubt as to whether the lease remained terminated and my landlord still intended to evict me. Because of this, my landlord's intention to terminate my lease was not clear (in other words, it was "equivocal").^{vii} Specifically, the landlord or the property manager did or said the following: (Example: After serving the Notice to Quit, the landlord sent me a new lease.)
- ☐ 8. The Notice to Quit says the eviction is for a lease violation, but I did not receive a Pre-Termination Notice at least 15 days before I received the Notice to Quit.^{viii}
- ☐ 9. The Notice to Quit was left in a hallway that leads to multiple apartments.^{ix}
- ☐ 10. The Notice to Quit was left outside of a building with multiple apartments.^x Specifically, it was left: (Describe location)
- ☐ 11. The Notice to Quit was left under a door, or between a door and a door frame, that leads to multiple, separate apartments.^{xi} Specifically, the document(s) was/were left: (Describe location)
- ☐ 12. The Summons and Complaint were left in a common hallway that leads to multiple, separate apartments.^{xii}
- ☐ 13. The Summons and Complaint were left outside of a building with multiple, separate apartments.^{xiii} Specifically, the documents were left on: (Describe location)

(Continue to the next page)

- ☐ 15. Not enough copies of the Notice to Quit were provided for each adult living in the unit that is 18 years old or older.^{xiv}
- ☐ 16. The Summons and Complaint were delivered on or before the date the Notice to Quit gave me to move before a court case could be started.^{xv}
- ☐ 17. I live in a property covered by the CARES Act,^{xvi} this case is for nonpayment of rent, and the Notice to Quit was delivered on or after March 27, 2020, but the Notice to Quit did not give me 30 or more days to vacate.^{xvii}
- ☐ 18. A UniteCT flyer in English and Spanish were not attached to my Notice to Quit and/or Summons (circle one or both).^{xviii}
19. Other reason: The court lacks subject-matter jurisdiction and/or personal jurisdiction over this case because

For the above reason(s), the defendant respectfully moves that this case be dismissed.

The Defendant (Tenant)

Signature: _____ Printed Name: _____

Mailing Address: _____

Telephone: _____

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ⁱ CT General Statutes § 47a-23 requires that a copy of a valid Notice to Quit be delivered to each tenant before the landlord can start an eviction case. Failure to do so deprives the court of subject-matter jurisdiction. *O'Keefe v. Atlantic Refining Co.*, 132 Conn. 613, 622 (1946); *Lampasona v. Jacobs*, 209 Conn. 724, 728–29, *cert. denied*, 492 U.S. 919 (1989).

ⁱⁱ *Id.*; see also *City of Bristol v. Ocean State Job Lot Stores of Connecticut, Inc.*, 284 Conn. 1, 5 (2007).

ⁱⁱⁱ Connecticut General Statutes § 47a-23(a) requires that the Notice to Quit be served “at least three days . . . before the time specified in the notice . . . to quit possession or occupancy.” Neither the date of service nor the date designated for the tenant to move are counted in calculating the three-day notice period. *Pander v. French*, 3 Conn. Cir. 383 (1965).

^{iv} Connecticut General Statutes § 47a–23(b) requires that the Notice to Quit list the “reason or reasons for the notice to quit . . . using the statutory language [in Connecticut General Statutes § 47a-23(a)] or words of similar import.” *Vidiaki, LLC v. Just Breakfast & Things!!!*, 133 Conn. App. 1, 18 (2012).

^v *Suburban Greater Hartford Realty Mgmt. Corp. v. Edwards*, 123 Conn. App. 295, 300-01 (2010) (“The court has no jurisdiction to evict on a ground other than one charged in the notice to quit”).

^{vi} In a nonpayment of rent case, the Notice to Quit may not be served before the expiration of the grace period under Connecticut General Statutes § 47a-15a. *Lyons v. Citron*, 182 Conn. App. 725, 732 (2018) (Nine-day grace period unless week-to-week lease. Four-day grace period for week-to-week leases.)

^{vii} *Centrix Mgmt. Co., LLC v. Valencia*, 132 Conn. App. 582, 586-90 (2011) (“[t]he requirement that a notice to quit be unequivocal protects a tenant from confusion and uncertainty concerning the tenant’s continuing right to remain . . . “[i]f there is equivocal language in the notice itself or prior or subsequent communication from the landlord, then the notice is improper”) (citations omitted); see also, e.g., *Londregan v. Freedman*, 2001 WL 746461 (Conn. Super. Ct. June 8, 2001) (letters saying tenant must pay rent to remain on premises after service of the Notice to Quit made notice equivocal); *Loureiro v. Drobiak*, 1995 WL 592524 (Conn. Super. Ct. August 3, 1995) (Landlord asking when tenant was going to sign new lease after service of the Notice to Quit made the notice equivocal).

^{viii} Connecticut General Statutes § 47a-15; *Presidential Village, LLC v. Perkins*, 332 Conn. 45, 56 (2019), (“ . . . landlord must prove its compliance with all the applicable preconditions . . . ”).

^{ix} A copy of the notice must be delivered to each tenant or left at the tenant’s place of residence. Connecticut General Statutes § 47a-23(c); *Lampasona*, 209 Conn. at 728–29.

^x *Id.*

^{xi} *Id.*

^{xii} *Security Ins. Co. of Hartford v. Lumbermens Mut. Cas. Co.*, 264 Conn. 688, 722 (2003).

^{xiii} *Id.*

^{xiv} Connecticut General Statutes § 47a-23(c); *Lampasona*, 209 Conn. at 729 (“[a]s a condition precedent to a summary process action, proper notice to quit is a jurisdictional necessity”).

^{xv} Connecticut General Statutes § 47a-23a(a).

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^{xvi} Properties are covered by the CARES Act if the building or tenant receives a federal housing subsidy (like a Section 8 voucher, Low-Income Housing Tax Credits, or HUD public housing) and properties with federally-backed mortgages (like those backed by Fannie Mae or Freddie Mac, the Federal Housing Administration, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, or the Veterans Administration. § 4024(a).)

The following search tools are available to check if a property has a federally-backed mortgage or is federally assisted: nlihc.org/cares-act (Multiple types of properties); hud.gov/program_offices/housing/mfh/hsgrent/mfhpropertysearch (HUD/FHA mortgages); knowyouroptions.com/rentersresourcefinder (Fannie Mae); myhome.freddie.mac.com/renting/lookup.html (Freddie Mac). Other properties may be covered.

The following search tools are available to check if a property has a federally-backed mortgage or is federally assisted:

<https://nlihc.org/federal-moratoriums> (Multiple types of properties);
https://www.hud.gov/program_offices/housing/mfh/hsgrent/mfhpropertysearch (HUD/FHA mortgages);
<https://www.knowyouroptions.com/rentersresourcefinder> (Fannie Mae);
<https://myhome.freddie.mac.com/renting/lookup.html> (Freddie Mac). Other properties may be covered.

^{xvii} Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) § 4024(c)(2). This provision of the CARES Act does not expire.

^{xviii} Executive Order No. 12D, as extended through February 15, 2021 by Executive Order No. 14.

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Affidavit in Support of Motion to Dismiss

I, _____, being duly sworn, depose and say:
(Name of Tenant)

1. I am above the age of eighteen years and understand the obligation of an oath.
2. I am a defendant in this action and make this affidavit in support of my motion to dismiss.
3. I have read the facts contained in the preceding Motion to Dismiss and Memorandum of Law and these facts are true to the best of my knowledge.
4. Attached to my affidavit is: (Attach any document or photo to your Motion to Dismiss that supports your argument for why the case must be dismissed. Describe anything you plan to attach here.)

The Defendant (Tenant)

Signature: _____ Printed Name: _____

(The below section must be completed by the Court Clerk, Notary Public, or Lawyer licensed in Connecticut you sign it in front of.)

Subscribed and sworn to before me this ____ day of ____, 20__, at
_____,
_____, Connecticut

Signature of Court Clerk/Notary Public/Lawyer licensed in Connecticut
(Continue to the next page)

Certification of Service

I certify that a copy of the foregoing was or will be immediately mailed, emailed, or hand delivered to all attorneys and self-represented parties in this case on:

_____ (Date mailing, emailing, or delivery). I also certify that all parties receiving copies by email agreed to accept papers electronically. The name and address of each attorney and/or self-represented that a copy has or will be mailed, emailed, or delivered to are the following:

The Defendant (Tenant)

Signature: _____ Printed Name: _____

(This blank form was prepared by the Connecticut Fair Housing Center. It is a general form and may need to be adjusted to reflect individual circumstances.)