

Bond Case Briefs

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Ah Min Holding, LLC v. City of Hartford

Appellate Court of Connecticut - February 14, 2023 - A.3d - 217 Conn.App. 574 - 2023 WL 1870935

Owner of rental properties brought action against city for breach of contract and unjust enrichment, alleging that parties entered into agreement whereby owner agreed to maintain and rent specified number of dwelling units for low and moderate income persons or families in order to receive tax abatement, that city terminated agreement, that owner sold properties and paid city \$176,628.15 in property taxes, and that if agreement had not been terminated, owner would only have been liable to pay abated taxes in amount of \$43,500.

Following trial to the court, the Superior Court entered judgment for city. Owner appealed.

The Appellate Court held that:

- Contractual term “maintain” unambiguously encompassed obligation to provide repairs and general upkeep to dwelling units, and
- Contract incorporated statutes and municipal ordinance requiring owner to maintain premises in habitable condition.

Term “maintain” in contract between owner of rental properties and city, in which owner agreed to maintain and rent specified number of dwelling units for low and moderate income persons or families in order to receive tax abatement, unambiguously encompassed obligation to provide repairs and general upkeep to dwelling units, where only reasonable interpretation of term, based on its ordinary meaning, encompassed duty of repair and upkeep, and other provisions of contract, such as provision specifying owner’s duty to “improve the quality and design of such dwelling units” and to “provide necessary related facilities and services in such dwelling units[,]” supported use of term’s plain meaning.

Contract between owner of rental properties and city, in which owner agreed to maintain and rent specified number of dwelling units for low and moderate income persons or families in order to receive tax abatement, incorporated statutes and municipal ordinance requiring owner to maintain premises in habitable condition; statutes and ordinance were in effect when contract was formed and were consistent with scope of owner’s contractual obligation to maintain properties, contract did not explicitly excuse owner from compliance with statutes and ordinance, and although tax-abatement statute, which formed basis for contract, did not expressly require compliance with statutes or ordinance, tax statute’s requirement that owner “provide necessary related facilities or services” supported incorporation.