

DOCKET NO: NWHCV206006040S

SUPERIOR COURT

DESSA, LLC
V.
RIDDLE, PETER Et AlHOUSING SESSION
AT NORWALK

5/23/2021

ORDER

The following order is entered in the above matter:

ORDER:

Disposition: JDGACTP - JUDGMENT AFTER COMPLETED TRIAL TO THE COURT FOR THE PLAINTIFF(S)

On the surface, this is a straight forward collections matter. One of the defendants, PETER RIDDLE, took possession of the plaintiff's premises located at 35 West Broad Street #205 in Stamford Connecticut pursuant to a lease dated September 4, 2016. The defendant, with his daughter, Jessica, resided in the premises from October 1, 2016 through mid-September 2017. Monthly rent was \$2,350.00. The defendants were late on payments and do not contest the bulk of the debt due to the plaintiff, DESSA, LLC.

The issue in the case is that the second defendant, JONATHAN RIDDLE, is also on the lease and the plaintiff claims he is jointly and severally liable for the debt due to it.

Following the denial of Jonathan Riddle's motion to dismiss, this matter went to trial remotely via Microsoft TEAMS on May 20, 2021. The Court heard from the parties and found them largely credible. The plaintiff advised that Peter Riddle's credit was insufficient to make them consider renting the apartment to him. He was, and is, in debt to the IRS as well as other creditors. The plaintiff required additional security guaranteeing payment of monthly rent before renting to him. Peter alleges at that point, he used his son's social security number to essentially steal his son's financial identity to acquire the lease. He provided the plaintiff with an electronic transfer of his son's Experian credit report and advised his son would also be a tenant. When the lease was drawn up including Jonathan's name, Peter forged his son's signature on the lease.

The plaintiff's concerns with Peter ended up being well founded when Peter defaulted on his rental obligations.

The plaintiff commenced this action for payment of past due amounts against both Peter and Jonathan. Jonathan alleged no knowledge that his name was used to obtain the apartment. He alleges that he never resided there and never saw the lease or knew of its existence until being served with this action. Peter admits the debts due herein and admits to fraudulently inducing the plaintiff to rent to him with his forgery and theft of his son's financial identity. If judgment enters, Peter believes it should only be as to him, personally, based on his admitted dishonesty involving his son.

The plaintiff's manager admits she never saw Jonathan at the unit, nor provided him with keys but indicates it would not have rented the apartment to the Riddles without Jonathan being liable on the rental payments. She advised the Court that at least one LLC operated by the Riddles indicated this property address as Jonathan's residence and indicated that the electric bills were also in Jonathan's name. The LLC issue is not relevant, although Jonathan's residence is listed as this address, he never resided there, his sister was the secretary and she completed the paperwork using this address. The testimony of the parties regarding the interconnectivity of the family is business affairs, however, makes

it difficult for the Court to believe Jonathan knew nothing of his father's credit issues and his involvement with their obtaining this premise.

Peter advised that he was also unable to obtain credit to open utility accounts, so he also defrauded those creditors by placing utilities in Jonathan's name.

As the Court noted above, at trial, the parties were largely credible. Peter wouldn't call his actions "fraud" but he admitted to misusing his son's social security number and placing debts in his son's name. Jonathan was also credible, however, the Court does not believe that he had no knowledge of his father's actions. Speaking personally, as a son, the undersigned would have allowed my father to use my name and credit if he was in a position where he had to. The defendants "knew what they were doing" as they needed to obtain an apartment and Peter Riddle was not creditworthy. It doesn't matter that Jonathan did not occupy the premises, he was on the lease and if there was not explicit permission from Jonathan for him to do so, as a dutiful son, the permission was implied. The defendants just did not expect this matter to get to the point where the plaintiff would pursue them in Court for their non-payment.

When coupled with the utilities also being in Jonathan's name, it is hard to believe that Jonathan was not aware that he was guaranteeing Peter's debts. Jonathan can seek legal remedies against his father criminally or civilly if he truly believes his father acted without his consent. He has not done so since "learning" of his being included on the lease when this action was commenced last year.

The Court finds that both of the defendants, Peter AND Jonathan Riddle are jointly and severally liable for the debt due to the plaintiff. (Jessica Riddle would also be responsible were she made a party). The Court finds that the surrender of the premises was not until at least September 15, 2017 as the access keys/fobs were not fully returned to the plaintiff until at least that date. The Court is not allowing late fees that were requested by the plaintiff for reasons stated on the record.

The Court finds for the plaintiff in the amount of \$11,113.06, detailed as follows:

Unpaid back rent: \$12,925.00

Unpaid Water/Sewer/Utilities: \$538.06

Less: Security Deposit balance: \$2,350.00

Legal Fees are awarded in the amount incurred to Date of \$1,350.00. This amount is less than 15% of the debt pursuant to Connecticut General Statute §47a-4 and are allowed under paragraph 16 of the lease.

The plaintiff can submit a bill of costs to request an award of costs.

The Court awards judgment interest at 10%.

Judicial Notice (JDNO) was sent regarding this order.

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Judge: WALTER MICHAEL SPADER JR

Processed by: Edmond OGarro

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.