

September 12, 2017

Explanation for Small Claims Suit; Riskin v. Edgewood Village

I am filing this small claims suit because my previous landlord did not return the security deposit and interest to me that is required by law. I'm also requesting a return of legal fees of \$250.00 per month that I paid over eight months, in order to stay in the apartment where I lived with my 87 year-old mother. I was seeking appropriate housing with her, which I was ultimately unable to do.

The legal fees were a result of an eviction that never should have happened, as I had made an agreement with the property manager, as well as the defendant's attorney prior to its' filing. The eviction was brought as a result of my mother's social security check being held until straightened out. This was because a facility that my mom had been in had her sign a piece of paper making them rep payees of her check. They did this despite the fact that my mom has dementia and that I have power of attorney and was never notified. In fact I only found out after my mom was back home, I went to pay bills and there was no money. I immediately notified the property manager who told me just to pay what I owed as soon as the matter was straightened out, along with late fees. He also suggested I call the defendant's attorney, which I did. He asked me to send him an email confirming our conversation, which I did along with the contact person at the Social Security Administration who I was working with. As far as I knew after that conversation with Attorney Margolis, there was not an issue and we had an agreement in place.

I was shocked when a week later I received a notice to quit. Suddenly, I couldn't reach anyone at the office nor the attorney and no one would return my calls. I tried calling Attorney Margolis to tell him that I had taken a cash advance and had the rent and late fees in cash for him, leaving him a voicemail message telling him so. He did not answer or respond to my calls for two days. When he did, I was told that I could stay in the apartment and the eviction would be withdrawn if I paid almost \$300.00 in legal fees. Honestly, it felt like blackmail and I refused. I had had an agreement, I then had the cash, and the defendant moved forward with the eviction anyway, stating non-payment of rent as a reason. All back rent and fees was paid in full as agreed, prior to a first court appearance.

I'm providing this background, because I believe it's necessary to understand my claim, and because I was never given the opportunity to speak in housing court. The defendant and his attorney said that I could stay in the apartment, as long as I paid Attorney Margolis' legal fees of \$250.00 per month. I was desperate at the time; I could not afford to move, was trying to find housing for my mother and myself and had no choice but to agree. This went on for almost nine months,

going back to court every couple of months and extending the agreement. At our last court date, the judge gave me a final move-out date, still not giving me an opportunity to offer my side of the story.

After we left the courthouse, my attorney received an email from Attorney Margolis, saying that the defendant would again extend the agreement, only now I would have to pay \$500.00 a month in legal fees for Attorney Margolis. These fees were pure extortion, from a case that never should have been brought in the first place, and wouldn't have been if only I had paid the \$300.00 in legal fees initially. We refused this "offer" to stay in the apartment, and I made the difficult decision to place my mother in a nursing home and to secure housing for myself. When I moved out, the apartment was clean and in good condition. I did leave my couch in the apartment, as my movers had told me they couldn't and wouldn't be able to get it out of the house. The handyman on staff at Edgewood Village, who is paid regardless of what he's doing for them during the day, told me that he was going to either toss or lower by ropes, the couch over the balcony, which is exactly what he did. No outside people were hired to do so and there was no cost to Edgewood Village.

The date for return of the security deposit came and went, and I never received it, nor did I receive any communication from Edgewood Village explaining why. Once again, Attorney Margolis ignored our attempts at reaching him. My attorney persisted, and finally received an email from Attorney Margolis, saying they didn't owe me the security deposit because they had not only deducted \$1000.00 dollars in legal fees from it, but further, that I also owed them an additional \$1000.00 in legal fees, which of course, covers the entire security deposit of \$1900.00. There was zero explanation for the fees given in the email and legal fees aren't even an allowable security deposit deduction, which I am sure Attorney Margolis is aware of. They also deducted \$100.00 for removal of the couch, which is ridiculous.

Shortly before moving out, my apartment's water heater needed to be repaired. I was told over the phone by the current property manager, to have it fixed and to do what I always had, and deduct the cost from the rent. I did not own the water heater, the landlord does, and there is nothing in my lease saying I was responsible for repairs to it. When the gas company billed me for the repairs, the landlord refused to pay. In fact, my attorney paid the amount on the first bill so that my service would not be interrupted. Unfortunately, the repairs were billed in two separate months. My attorney had paid the first bill, and was forced to go to court to have the landlord reimburse him. The judge ordered that my attorney be reimbursed, but refused to listen to the fact that there were more associated costs on the following bill. I currently am unable to pay our own portion of the bill, never mind the landlord's remaining balance of \$176.78, which he is responsible for paying.

I know that legal fees are not an allowable deduction from a security deposit, so I am requesting that the entire deposit of \$1900.00, plus interest be returned as is legally required. I'm also requesting the amount be doubled, as is allowed by state statute. I am requesting that the monthly \$ 250.00 in legal fees over eight months, a total of \$2000.00 be returned, as this was nothing but pure extortion, as evidenced by Attorney Margolis' last attempt to double his fees. I contend that this entire process is a scam and a way for **Rabbi** Greer, who is the owner of Edgewood Village, and his lawyer, Attorney Margolis, to make money, often from vulnerable and desperate people. They were evicting at least two other Jewish tenants during the same period, all for bogus or inexplicable reasons. Attorney Margolis is in and out of housing, small claims and now, criminal court on behalf of Rabbi Greer all the time, and is a fixture at the New Haven courthouse. It's difficult as a defendant in an eviction case like the one my mother and I were forced to go through, to feel as if you were given a fair chance in the New Haven courthouse. As an aside, Rabbi Greer is the same Rabbi who was recently ordered to pay the largest ever, civil award in Connecticut history to a man who was sexually abused by Rabbi Greer when he was a student of his. Rabbi Greer was also recently arrested for this crime. I only include this to show that Rabbi Greer is no man of faith, nor a good person. He has been taking advantage of tenants in his numerous properties for years, many of whom, don't understand there is a mechanism in place to fight back.

I am respectfully requesting that a total of \$4076.78, in addition to interest on the security deposit, be returned to me. I'm also requesting double the deposit amount, as it was not refunded as required by law. I apologize for the length of this letter, but I felt it was necessary to explain the reasons for this suit and the dollar amounts I am requesting. I appreciate your time and patience in reading this and will provide any supporting evidence or documents as requested. Thank you.

Andrea Risk



**BERDON
YOUNG &
MARGOLIS, PC**

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David D. Berdon (1925-1998)

May 30, 2017

VIA E-MAIL: beckandbeck@sbcglobal.net
VIA TELECOPIER: 1-203-378-5263

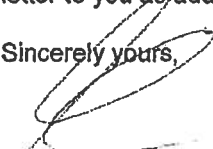
Attorney Kenneth A. Beck
Beck & Beck, LLC
83 Booth Street
Stratford, CT 06614

RE: Edgewood Village, Inc. v. Andrea Riskin, et al.

Dear Attorney Beck:

In connection with the request for the return of security deposit on behalf of your clients, Andrea and Irma Riskin, I enclose a copy of correspondence sent to your client. I am also sending this letter to you as additional notice to your clients.

Sincerely yours,


Stuart A. Margolis
SAM/csb
Encl.

EDGEWOOD VILLAGE, INC.
P.O. BOX 3389
NEW HAVEN, CONNECTICUT 06515

May 30, 2017

7015 0640 0002 5952 9966

Via Certified Mail, Return Receipt Requested

Ms. Andrea Riskin and Ms. Irma Riskin
180A Flanders Road
Mystic, CT 06355

Re: 784 Elm Street, 2nd Floor, New Haven, Connecticut

Dear Ms. Riskin and Ms. Riskin:

The security deposit paid for the above-referenced property is in the amount of \$1,900, plus statutory interest for two-and-one-half years in the amount of \$5.23, for a total of \$1,905.23. From this we have deducted expenses of \$2,963.70, as itemized on the attached, for a total due to Edgewood Village of \$1,058.47.

Very truly yours,

Edgewood Village, Inc.

Encl.

PHONE AND FAX (203) 497-9716

Andrea Riskin and Irma Riskin
784 Elm Street, 2nd Floor
New Haven, CT 06511

Owed to Edgewood Village, Inc.:

Rent – April 1, 2017 through April 5, 2017 – 5 days @ \$32.50/day	162.50
Disposal of Furniture Left Behind	100.00
Legal Fees paid to Berdon, Young & Margolis, P.C.	<u>2,701.20</u>
Total Due:	\$2,963.70

Less:

Security Deposit Paid:	\$1,900.00	
Plus 2.5 years' interest:	<u>5.23</u>	
		<u>-1,905.23</u>
Total Due to Edgewood Village, Inc.:		<u>\$1,058.47</u>

EDGEWOOD VILLAGE, INC.
P.O. BOX 3389
NEW HAVEN, CONNECTICUT 06515

August 24, 2014

*Mailed
9/11/14
w/ changes
Irma & Shom
added to
lease &
plumbing &
showering
removed*

BY HAND

Ms. Andrea Riskin
784 Elm Street, 2nd Floor
New Haven, Connecticut 06511

Re: 784 Elm Street, 2nd Floor, New Haven, Connecticut

Dear Ms. Riskin:

This letter should serve to introduce Edgewood Village, Inc. which is now the owner of the above-referenced. If you wish to remain at 784 Elm as a tenant, two copies of the enclosed Lease and the enclosures should be signed where indicated by the pink post-it flags and returned to us no later than August 29, 2014 in the postage prepaid envelope enclosed for that purpose. We will then furnish you with an executed copy of the Lease signed by Edgewood Village, Inc.

Please note that, henceforth, all rent should be paid to:

Edgewood Village, Inc.
P.O. Box 3389
New Haven, CT 06515

Rent must be received by the 10th day of the month. Otherwise, you will incur a late fee of \$50 as per (paragraph 9 of the Lease. You should be advised as well that under Company policy, when the rent is not received by the 15th of the month, proceedings will commence as well. Also, we call your attention to paragraph 7 of the Lease regarding minor plumbing work which is tenant's responsibility.

We look forward to your continuing in occupancy on the second floor of 784 Elm and ask for your cooperation. Should you have any questions regarding the Lease, or in the case of any emergency, we may be contacted at 203-777-7197.

Very truly yours,

Edgewood Village, Inc.

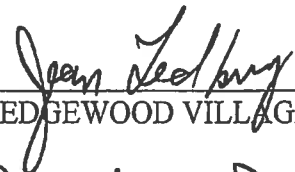
P.S. Garbage pick-up is on Wednesday mornings and, therefore, the receptacles should be put out at the curb on Tuesday evenings. If there is a legal holiday during that week, the garbage pick-up will be on Thursday morning instead and the receptacles should be placed at the curb on Wednesday evening. Only recyclables should be put in the large blue receptacles and kitchen waste and other garbage in the brown receptacles.

EXTENSION OF LEASE

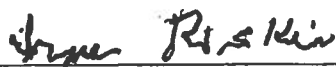
The LEASE made as of September 1, 2014 between EDGEWOOD VILLAGE, INC., as Landlord, and ANDREA RISKIN and IRMA RISKIN, as Tenant with respect to the 2nd floor apartment at 784 Elm Street in New Haven, Connecticut, is hereby extended for the period of September 1, 2015 through August 31, 2016 at a total rent of, ELEVEN THOUSAND SEVEN HUNDRED (\$11,700) DOLLARS payable in twelve equal monthly installments of NINE HUNDRED SEVENTY FIVE (\$975) DOLLARS. Tenant hereby pays to Landlord ONE HUNDRED EIGHTY (\$180) DOLLARS, with this Extension of Lease, representing coverage for any maintenance service on the furnace for these said premises during the term covered by this Extension of Lease. Please note, that Paragraph 11 on page 1 of the Lease shall now read: "Pay for all fuel and in advance annually \$180 for maintenance costs on your furnace." and Paragraph 21 on page 2 of the Lease shall read "If proceedings are brought to enforce this lease, or to regain possession of the premises, you will be responsible to pay for all costs which shall include, without limitation, reasonable attorneys' fees, marshals' expenses and court entry fee.

All other terms and conditions shall remain the same.

8/26/15
DATE


EDGEWOOD VILLAGE, INC., BY ITS AGENT


ANDREA RISKIN - TENANT


IRMA RISKIN - TENANT

EDGEWOOD VILLAGE, INC.
P.O. BOX 3389
NEW HAVEN, CONNECTICUT 06515

February 12, 2016

Ms. Andrea Riskin
784 Elm Street, 2nd Floor
New Haven, Connecticut 06511

Dear Ms. Riskin:

Your rent for this month in the amount of \$975 is overdue. We ask you to remit same together with the \$50 late fee for a total of \$1,025 at this time, to continue your tenancy.

Please understand that if we do not receive your rent and late fee by the 15th of this month, the matter will be promptly turned over to our attorney for proceedings, with attendant legal costs and fees charged to you.

Sincerely yours,

Edgewood Village, Inc.

Rents left in the red Emergency Box on the front of 765 Elm Street or hand-delivered to that address cannot be accepted.

(203) 777-7197

NOTICE TO QUIT (END) POSSESSION

JD-HM-7 Rev. 3-12
C.G.S. § 47a-23

ADA NOTICE
The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

www.jud.ct.gov

Instructions To Landlord

1. Fill out this notice and give it to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
2. After service (delivery to the tenant(s) and occupant(s)) is made, the original Notice to Quit will be returned to you. If you do not want to include your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

To: Name(s) of renter/tenant(s) and occupant(s)

Andrea Riskin and Irma Riskin

Address of premises, including apartment number, if any

784 Elm Street, 2nd Floor Apartment, New Haven, CT

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or

before 02/23/2016 for the following reason(s) (specify):
(Date)

NON-PAYMENT OF RENT

ATTEST

A TRUE COPY
NEIL LONGOBARDI
STATE MARSHAL
NEW HAVEN COUNTY

ALL SUMS TENDERED AFTER THE DATE OF SERVICE OF THIS NOTICE TO QUIT SHALL BE ACCEPTED FOR USE AND OCCUPANCY ONLY AND THE LANDLORD RESERVES THE RIGHT TO CONTINUE WITH THE EVICTION ACTION.

If you have not moved out of the premises by the date indicated above, an eviction (summary process case) may be started against you.

Name of landlord (Print or type) Edgewood Village, Inc.	Signed (Landlord/Attorney) Atty. Stuart A. Margolis	(203-772-3740)
Dated at (Town) New Haven	On (Date) February 17, 2016	
Address of landlord (Submit to proper officer on a separate sheet if desired) P.O. Box 3389, New Haven, CT 06515		

Return Of Service (To be completed by officer who serves (delivers) this notice)

Name(s) of person(s) served	Address at which service was made	On (Date of service)
		Fees
		Copy
		Endorsement
Then and there I made due and legal service of the foregoing notice by leaving a true and attested copy (copies) with or at the place where each of the tenant(s) and occupant(s) named above usually live.		Service
Attest (Name and title)		Travel
		Total

NOTICE TO QUIT (END) POSSESSION

**SUMMONS
SUMMARY PROCESS (Eviction)**

JD-HM-32 Rev. 10-15
C.G.S. § 51-346;
P.A. 15-85 §§ 7 & 14; P.B. § 8-1

**STATE OF CONNECTICUT
SUPERIOR COURT**
www.jud.ct.gov

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA/.

NOTICE TO OCCUPANT(S) NOT NAMED ON THE SUMMONS
If you claim to have a right to continue to occupy the premises you should complete and file with the Clerk's Office a Claim of Exemption, form JD-HM-3 as soon as possible. You can get the Claim of Exemption from the Clerk at the address listed below or on-line at www.jud.ct.gov.

Instructions

1. Type or print legibly; sign the summons.
2. If there is more than one defendant, make an exact copy of the summons for each additional defendant. Each copy of the summons must show who signed the original summons and when it was signed.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants fill out form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file the original papers and the officer's return with the clerk of court.

TO: Any proper officer; By Authority of the State of Connecticut, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Return Date (Month, day, year) (Any day but Sundays and legal holidays) **03/08/2016**

<input type="checkbox"/> Judicial District	Geographical Area number	At (Town in which writ is returnable) (C.G.S. 51-346, 51-349)	Case Type (From Judicial Branch code list)
<input checked="" type="checkbox"/> Housing Session		New Haven	Major H Minor 00
Address of Court Clerk Where Writ and Other Papers Shall Be Filed (Number, street, town and zip code) (C.G.S. 51-346, 51-350)			Telephone Number of Clerk
121 Elm Street, New Haven, CT 06510			203-773-6840

Number of Plaintiffs: **1** Number of Defendants: **2** Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number, Street, P.O. Box, Town, State, Zip, Country, if not USA)	
First Plaintiff	Name: Edgewood Village, Inc. Address: P.O. Box 3389, New Haven, CT 06515	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: Riskin, Andrea Address: 784 Elm Street, 2nd Floor Apt., New Haven, CT 06511	D-01
Additional Defendant	Name: Riskin, Irma Address: 784 Elm Street, 2nd Floor Apt., New Haven, CT 06511	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

Notice To Each Defendant

1. You are being sued for possession of the premises you occupy.
2. This paper is a Summons in a summary process (eviction) action.
3. The Complaint attached to these papers states the grounds for eviction (possession) claimed by the plaintiff.
4. To respond to this Summons, or to be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. If that happens, the plaintiff will have the right to evict you from the premises.
6. You can get the "Appearance" form at the Court address above or on-line at www.jud.ct.gov.
7. Each court location will also give you an informational pamphlet (JDP-HM-15) explaining the summary process (eviction) action and an "Answer" form (JD-HM-5) so that you may file an answer to the plaintiff's claims against you. You can also get the pamphlet and "Answer" form on-line at www.jud.ct.gov.
8. If you have questions about the Summons and Complaint, you should talk to an attorney promptly. The Clerk of Court is not allowed to give advice on legal questions; however, in Housing Session locations only, the clerk can give procedural assistance to all self-represented parties.

Date	Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk	Type Name of Person Signing at Left
02/25/2016			Attorney Stuart A. Margolis

For The Plaintiff(s) Enter The Appearance Of:		Telephone Number	Juris Number (If attorney or law firm)
Name and Address of Attorney, Law Firm or Plaintiff if Self-Represented (Number, street, town and zip code)		203-772-3740	003487
Berdon Young & Margolis, PC, 350 Orange St, 2nd Fl, New Haven, CT 06511		Signature of Plaintiff if Self-Represented	

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Signature of Plaintiff if Self-Represented
Email address for delivery of papers under Section 10-13 (if agreed to)	

If this summons is signed by a Clerk:

- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons and Complaint.

I certify I have read and understand the above:	Signed (Self-represented plaintiff)	Date Signed

ATTEST
A TRUE COPY
NEW LONGOBARDI
STATE MARSHAL
NEW HAVEN COUNTY

RETURN DATE: MARCH 8, 2016 : SUPERIOR COURT
EDGEWOOD VILLAGE, INC. : HOUSING SESSION
VS. : AT NEW HAVEN
ANDREA RISKIN
IRMA RISKIN : FEBRUARY 25, 2016

COMPLAINT

1. The plaintiff, Edgewood Village, Inc., owner, as lessor and the defendants, Andrea Riskin and Irma Riskin, as lessees, entered into a written lease for use and occupancy of premises located at 784 Elm Street, 2nd Floor Apartment, New Haven, Connecticut and continue in possession as tenant for the monthly rent of \$975.00 payable at the rate of \$975.00 once a month, due each and every month.

2. The Tenants took possession pursuant to a written lease and continue to occupy the premises.

3. The Defendant tenants failed to pay the rent due on February 1, 2016 and the lease has terminated for non-payment of rent.

4. On February 17, 2016, plaintiff served a Notice to Quit on the defendants to quit possession of the leased premises on or before February 23, 2016, as required by law, said original notice is attached hereto.

5. Although the time designated in the notice for the defendants to quit possession has passed, the defendants still continue in possession of said premises.

WHEREFORE, the plaintiff claims a judgment for possession of the premises.

THE PLAINTIFF:
EDGEWOOD VILLAGE, INC.

BY 

STUART A. MARGOLIS
Berdon, Young & Margolis, P.C.
Its Attorney
350 Orange Street, 2nd Floor
New Haven, CT 06511
Tel: (203) 772-3740
Juris No. 03487

**SUMMARY PROCESS (EVICITION)
ANSWER TO COMPLAINT**

JD-HM-5 Rev. 4-15
C.G.S. §§ 47a-4a, 47a-5, 47a-7, 47a-20, 47a-20e, 47a-23c, 47a-33, 47a-57, 49-31p

**STATE OF CONNECTICUT
SUPERIOR COURT**
www.jud.ct.gov

Docket number
16-001605
Return date

Name of Plaintiff(s) (Landlord(s)) Sagewood Village, Inc.		Name of Defendant(s) (Tenant(s)) ANDREW RISKIN	
<input type="checkbox"/> Judicial District	<input type="checkbox"/> Housing Session	<input type="checkbox"/> Geographical Area Number	Address of Court (Number, street, and town)

Section 1 — Summary Process (Eviction) Answer

(This section does not apply to Special Defenses below)

For each numbered paragraph of the landlord's Complaint, please "x" whether you Agree, Disagree or Do Not Know.

- | | | | | | |
|--|--|---|-----------------------------------|--|--------------------------------------|
| 1. Agree <input checked="" type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> | 5. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 2. Agree <input checked="" type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> | 6. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 3. Agree <input type="checkbox"/> | Disagree <input checked="" type="checkbox"/> | Do Not Know <input type="checkbox"/> | 7. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |
| 4. Agree <input checked="" type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input checked="" type="checkbox"/> | 8. Agree <input type="checkbox"/> | Disagree <input type="checkbox"/> | Do Not Know <input type="checkbox"/> |

Section 2 — Special Defenses (Facts that show the court that the plaintiff has no legal right to what the plaintiff has requested in this case.)

"x" the boxes next to the statements below that apply to you and fill in the information requested.

- a. All rent has been paid to my landlord.
- b. Rent was offered to my landlord on (date): _____ which was before the date I received the Notice to Quit.
- c. No rent is due under Connecticut Law (section 47a-4a of the Connecticut General Statutes) because there are housing or health code violations in violation of Connecticut Law (Section 47a-7(a) of the Connecticut General Statutes). List violations below.

- d. I notified my landlord, Housing Code, the Health Department, or the Building Department of the violations listed in number 3 above on (date): _____
- e. This eviction is being brought because I contacted my landlord or public officials or agencies to complain about my apartment (Sections 47a-20 and 47a-33 of the Connecticut General Statutes).
- f. I filed a rent increase complaint with the Fair Rent Commission on (date): _____
- g. I live in a building or complex with 5 units or more or in a mobile manufactured home park and
 - I have a physical or mental disability, or
 - I am 62 years old or older, or
 - my spouse, sibling, parent or grandparent is 62 years old or older and permanently lives with me, or
 - my spouse, sibling, parent or grandparent has a physical or mental disability and permanently lives with me.
 (Section 47a-23a of the Connecticut General Statutes).
- h. (See Notice on back page 2 of this form) This eviction was brought after a foreclosure action, and
 - I have a written lease that is still in effect or
 - I never received a 90 day letter (notice) before the notice to quit was delivered (served).

Additional information:

I spoke with landlord on 3/3 (and explained that the nursing home where my mother was temporarily residing kept her social security checks by having her sign a representative payee form despite the fact that she has dementia and I have power of attorney)

Defendant's (Tenant's) Certification

I certify that a copy of this document was mailed or delivered electronically or non-electronically, on (date): **3/3/16** to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to*

I have applied for RAP and am planning on moving as quickly as I can.

*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to. (Use form JD-CV-67, Continuation of Parties)

Signed (Individual attorney or self-represented party) <i>[Signature]</i>	Print or type name of person signing ANDREW RISKIN
Mailing address	Telephone number

During that phone conversation on 3/3, my landlord never said that we would be evicted. When I received the notice to quit, I was shocked, I contacted my landlord's attorney and spoke with him by phone, explaining the social security situation. I emailed a confirmation of our conversation to him, including the social security paperwork to straighten out my mother's check. He too, never said this was a problem, that I would pay the total amount owed as soon as her checks were released.

I then received the summary summons, again surprised to have this happen. I tried to contact Atty Margolis as well as Michelle in the office, to say that I had taken a cash advance, and had paid the rent in cash, including a \$50 late fee. No one returned my calls or messages for two days, I finally reached Atty Margolis, who told me that he hadn't been authorized to return my calls, and that had it been him, he would have made a ~~diff~~ different decision. He then informed me that I had to pay almost \$300 in legal fees to make the eviction go away, which I refuse to do. I have never, ever had a problem here, always paying my rent, so I am baffled as to why this happened.

My 87 year old mother lives with me, I am her caretaker, and we are Jewish. My landlord is a Rabbi.

I have applied for RAP and am planning on moving out of the apartment as quickly as I can. I have numerous health problems myself and will pay as much as I can without hurting myself. They have a deposit which covers a little over two months.

SUPERIOR COURT
NEW HAVEN HOUSING SESSION
121 ELM ST
NEW HAVEN, CT 06510

ANDREA RISKIN
#2
784 ELM STREET
NEW HAVEN, CT 06511

Docket Number: NHH-CV-16-6001005-S Notice Issued: 04/05/2016
Case Caption: EDGEWOOD VILLAGE, INC. v. RISKIN, ANDREA Et Al

JDNO NOTICE

Sequence #: 1

Judgment for the plaintiff (landlord) for possession was entered on the date above with the right to a non-final stay of execution through August 31, 2016. This right to stay is based on the following conditions: per stipulation.

Approved by the Court,
Avalone, J.

SUPERIOR COURT
NEW HAVEN HOUSING SESSION
121 ELM ST
NEW HAVEN, CT 06510

ANDREA RISKIN
#2
784 ELM STREET
NEW HAVEN, CT 06511

Docket Number: NHH-CV-16-6001005-S Noticed Issued: 09/20/2016

Case Caption: EDGEWOOD VILLAGE, INC. v. RISKIN, ANDREA Et Al

Order(s) entered on this case:

109.00 Filed: 09/20/2016 C

STIPULATION

Result: Order 09/20/2016 HON ANTHONY AVALONE

**MOTION FOR JUDGMENT
BY STIPULATION**

JD-HM-13 Rev. 7-14

**STATE OF CONNECTICUT
SUPERIOR COURT**

www.jud.ct.gov



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<input type="checkbox"/> Judicial District at	<input checked="" type="checkbox"/> Housing Session at <u>NewHaven</u>	<input type="checkbox"/> Geographical Area Number	Docket Number <u>NHHCV166001005</u>
Name of Case <u>Felgorewood Village vs Riskin</u>			

Motion

The parties move for judgment in accordance with the following stipulation.

Stipulation

By agreement of the parties, judgment for possession will enter in favor of the plaintiff with a stay of execution through/until October 31, 2016 based on the following conditions (The blank space below is to be filled in by the parties):

- Use and occupancy of 975 paid for September by 9/22/2016 - Attorney Beck do mail
- Use and occupancy for October 2015 = 975 payable
check of 9/20/2016 (today) to Attorney Margolin
1A \$300 to be paid for Attorney's fees, to plaintiff 9/30/16 \$50
2. Use and occupancy for October 2015 = 975 payable
416/1100s: October 15, 2016 => 487.50
Balance by day of moving (per diem including 3 days before)
- Defendants to give at least 3 business days notice to vacating in writing through counsel.

Signed (Plaintiff/Plaintiff's Attorney)	Date Signed
Signed (Defendant/Defendant's Attorney)	Date Signed

Order

The above motion for judgment is granted in accordance with the stipulation above.

By the Court (Judge/Assistant Clerk)	Date
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SUPERIOR COURT
NEW HAVEN HOUSING SESSION
121 ELM ST
NEW HAVEN, CT 06510

ANDREA RISKIN
#2
784 ELM STREET
NEW HAVEN, CT 06511

Docket Number: NHH-CV-16-6001005-S Noticed Issued: 11/21/2016
Case Caption: EDGEWOOD VILLAGE, INC. v. RISKIN, ANDREA Et Al

Order(s) entered on this case:

115.00 Filed: 11/17/2016 C
JUDGMENT FOR PLAINTIFF WITH NON-FINAL STAY BY STIPULATION
Result: Granted 11/17/2016 HON ANTHONY AVALLONE



A UIL HOLDINGS COMPANY

call - what is my portion of abbi's portion

05000111576547000009167800003167800000326788

Account Number	Payment Due Date	Amount Now Due
050-0011157-6547	Upon Receipt	\$316.78

Please make your check payable to:
SCG

me/401

Please Indicate Amount Paid

000001 000000100



IRMA RISKIN
180 FLANDERS RD
MYSTIC CT 06355-1504



SOUTHERN CONNECTICUT GAS CO.
PO BOX 9112
CHELSEA MA 02150-9112

Please consider adding \$1 for Operation Fuel to your payment this month or call 1-800-659-8299 to donate more than \$1.

Your Account Information

Account Number: 050-0011157-6547

IRMA RISKIN
2ND
784 ELM ST
NEW HAVEN, CT 06511

1

05/06/2017

Dear Customer:

The final bill for the above-mentioned account is past due. Please make payment immediately for the amount above to avoid continued collection efforts.

To prevent this account from being referred to a collection agency, **full payment must reach us by 10 calendar days after the date of this notice.** Referral to a collection agency may adversely affect your credit rating and may result in legal action including wage garnishment, property liens, or attachment on your bank account.

We urge you to make payment today. Payment can be made by:

- Check or credit card by contacting us at 1-866-659-4140
- Mailing your check or money order to SCG, P.O. Box 9112, Chelsea, MA 02150-9112
- For Online payments via check and credit card go to www.soconngas.com – one time payment.

Thank you for your prompt attention to this matter.

Please return the top portion with your payment. Make checks payable to SCG.

Sincerely,

Credit Department
Southern Connecticut Gas.