SUPREME COURT OF CONNECTICUT

Middlesex Mutual Assurance Co. v. Vaszil

279 Conn. 28 (2006) · Decided July 11, 2006

SUMMARY

The Connecticut Supreme Court held that a landlord's insurer could not pursue an equitable subrogation claim against a tenant for fire damage absent an express or specific agreement between the landlord and tenant addressing subrogation. The lease provisions requiring the tenant to avoid damage, repair damage, and reimburse the landlord for certain expenses did not establish such an agreement. The court reversed the Appellate Court and remanded with direction to affirm summary judgment for the defendants.

CASE DETAILS

COURT	Supreme Court of Connecticut
WRITING FOR THE COURT	Katz, J.
JURISDICTION	Connecticut
DECIDED	July 11, 2006
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The insurer brought a subrogation action against a tenant and the tenant's guarantor after paying the landlord's fire-loss claim. The trial court granted the defendants' motion for summary judgment. The Appellate Court reversed, and the Connecticut Supreme Court granted certification and reversed the Appellate Court.
STANDARD OF REVIEW	Review of the grant of summary judgment is plenary. Summary judgment is proper when the record shows no genuine issue of material fact and the moving party is entitled to judgment as a matter of law, with the evidence viewed in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	Published Connecticut Supreme Court opinion; binding precedent in Connecticut.
PARTIES	Brian Vaszil, Robert Vaszil v. Middlesex Mutual Assurance Company

TOPICS

subrogation · insurance · landlord tenant · contract interpretation · remedies

PRACTICE AREAS

Insurance law · Landlord-tenant law · Contract law · Subrogation · Summary judgment

QUESTIONS PRESENTED

1. Whether a residential lease that requires a tenant to avoid damaging the premises, repair damage, and reimburse the landlord for amounts spent on repairs creates an express agreement permitting the landlord's insurer to pursue equitable subrogation against the tenant.
2. Whether summary judgment was proper when the lease contained no express subrogation provision.

HOLDINGS

1. A landlord's insurer may not maintain a subrogation action against a tenant for fire damage absent an express or specific agreement between the landlord and tenant addressing the insurer's right of subrogation. The lease's general provisions concerning damage, repairs, rent, default, and the security deposit did not constitute such an agreement.
2. Summary judgment for the defendants was proper because the lease could not, as a matter of law, establish the express subrogation agreement required for the insurer's claim.

KEY QUOTATIONS

> *“Accordingly, we held that, “in the absence of an express agreement between the parties covering the question, there is no right of subrogation on the part of a landlord’s fire insurer against a tenant of the landlord’s premises.””* (279 Conn. at 35)

> *“The lease in the present case does not remotely inform the defendants that they would be liable to their landlord’s insurer for any casualty fire damages to the landlord’s building.”* (279 Conn. at 39)

FACTUAL BACKGROUND

Brian Vaszil leased an apartment from Hunting Lodge Partners, LLC, and Robert Vaszil cosigned as guarantor. The lease required the tenant not to damage the apartment, to repair damage, and to reimburse the landlord for amounts spent correcting damage, but it did not expressly mention subrogation or the insurer's rights. After a fire allegedly caused by Brian Vaszil's negligent candle use, Middlesex Mutual paid Hunting more than $250,000 and sought recovery from the defendants.

PROCEDURAL HISTORY

Middlesex Mutual paid Hunting Lodge Partners, LLC, more than $250,000 for fire damage to its apartment building and sued Brian Vaszil and Robert Vaszil in subrogation. The trial court ultimately granted summary judgment for the defendants, concluding that the lease did not create an express obligation to the landlord's insurer. The Appellate Court reversed, but the Connecticut Supreme Court reversed the Appellate Court and remanded with direction to affirm the trial court's judgment.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the judgment of the Appellate Court and remand the case with direction to affirm the trial court's judgment in favor of the defendants.

CASES CITED

- Middlesex Mutual Assurance Co. v. Vaszil, 89 Conn. App. 482, 873 A.2d 1030 (2005)
- Middlesex Mutual Assurance Co. v. Vaszil, 275 Conn. 911, 882 A.2d 673 (2005)
- DiLullo v. Joseph, 259 Conn. 847, 792 A.2d 819 (2002)
- Sutton v. Jondahl, 532 P.2d 478 (Okla. App. 1975)
- Peter-Michael, Inc. v. Sea Shell Associates, 244 Conn. 269, 275, 709 A.2d 558 (1998)
- Cantonbury Heights Condominium Assn., Inc. v. Local Land Development, LLC, 273 Conn. 724, 733, 873 A.2d 898 (2005)
- Levine v. Advest, Inc., 244 Conn. 732, 746, 714 A.2d 649 (1998)
- Rund v. Melillo, 63 Conn. App. 216, 220, 772 A.2d 774 (2001)

INSTRUCTIONS FOR AN AI ASSISTANT