

CONNECTICUT APPELLATE COURT

Sarjac Partners, LLC v. Giuliano

Sarjac Partners · No. AC 48561 · Decided June 30, 2026

SUMMARY

The Connecticut Appellate Court affirmed judgment for a commercial tenant in a summary process action and related counterclaims. The court held that the trial court’s findings that the landlord breached the lease and constructively evicted the tenant were not clearly erroneous.

CASE DETAILS

COURT	Connecticut Appellate Court
WRITING FOR THE COURT	Cradle, C. J.; Elgo, J.; Westbrook, J.
JURISDICTION	Connecticut Appellate Court
DECIDED	June 30, 2026
DOCKET	AC 48561
DISPOSITION	affirmed
PROCEDURAL POSTURE	The plaintiff landlord appealed from a Superior Court judgment for the defendant tenant on the plaintiff's breach of contract claim and on the defendant's counterclaims for breach of contract and constructive eviction.
STANDARD OF REVIEW	Clear error applies to factual findings concerning whether the lease was breached and whether the premises were untenable for purposes of constructive eviction. A finding is clearly erroneous only if it is unsupported by any evidence or, although supported by evidence, leaves the reviewing court with the definite and firm conviction that a mistake has been made.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Sarjac Partners, LLC v. Shauna Giuliano

TOPICS

- constructive eviction
- landlord tenant
- breach of contract
- standard of review
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court clearly erred in finding that the landlord breached the commercial lease by failing to reasonably maintain the premises.
2. Whether the trial court clearly erred in finding that the landlord constructively evicted the tenant.
3. Whether the damages award could stand insofar as it depended on the findings of lease breach and constructive eviction.

HOLDINGS

1. The trial court did not clearly err in finding that the landlord breached the lease agreement by failing to reasonably maintain the premises.
2. The trial court did not clearly err in finding that the landlord's failure to maintain the premises substantially interfered with the tenant's use and constructively evicted her.
3. The plaintiff's challenge to the damages award failed because it was based solely on the plaintiff's unsuccessful challenge to the findings of lease breach and constructive eviction.

KEY QUOTATIONS

“It is well settled that a factual finding is not clearly erroneous unless it is not supported by any evidence in the record or when there is evidence to support it, but the reviewing court is left with the definite and firm conviction that a mistake has been made”

“Simply put, we give great deference to the findings of the trial court because of its function to weigh and interpret the evidence before it and to pass upon the credibility of witnesses.”

FACTUAL BACKGROUND

Sarjac Partners leased a second-floor commercial unit at 36 LaSalle Road in West Hartford to Shauna Giuliano for operation of a hair salon. The lease required the landlord to keep the premises reasonably maintained, but the tenant testified that common areas and bathrooms were frequently dirty or damaged, the elevator was often unavailable or defective, hallway materials obstructed access, and roof-related ceiling tiles fell into the premises. After the landlord prohibited propping open a side door when the elevator was broken and proposed that salon customers call the tenant for entry, the tenant testified that she lost customers and employees, stopped paying August 2023 rent, and vacated the premises. The trial court credited the tenant's testimony and found that the landlord failed to reasonably maintain the premises, substantially interfered with the tenant's intended use, and constructively evicted her.

PROCEDURAL HISTORY

The plaintiff commenced a summary process action in the Superior Court in the judicial district of Hartford, alleging that the defendant breached a commercial lease by vacating before its expiration and seeking damages including unpaid rent. The defendant filed an answer and a four-count counterclaim alleging constructive

eviction, breach of contract, breach of the implied covenant of good faith and fair dealing, and violation of the Connecticut Unfair Trade Practices Act. After a court trial, Lopez, J., rendered judgment for the defendant on the complaint and in part on the counterclaim. The plaintiff appealed, and the Connecticut Appellate Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Villwell Builders I, LLC v. Pereira, 237 Conn. App. 45, 54, 349 A.3d 590 (2026)
- Welsch v. Groat, 95 Conn. App. 658, 662, 897 A.2d 710 (2006)
- Commerce Park Associates, LLC v. Robbins, 193 Conn. App. 697, 719, 220 A.3d 86 (2019)