BEAR, J., dissenting in part and concurring in part. Although I respectfully disagree with the analysis set forth in part II of the majority opinion, I nevertheless concur in the result reached, affirming the trial court's damages award. I cannot join, however, in part III of the opinion, reversing the judgment as to the award of attorney's fees. I conclude that pursuant to paragraph 15 (a) of the lease agreement, the defendant, Fred Berger, with respect to 2600 Park Avenue, unit 10B, Bridgeport, not only is liable after default for use and occupancy, but also is liable for the attorney's fees awarded to the plaintiff, Brewster Park, LLC, by the trial court. Accordingly, I would affirm the judgment of the trial court.

Paragraph 15 (a) of the lease provides: "Upon default, I must pay your damages, including reasonable legal fees, the costs of re-entering, re-letting, cleaning and repairing the property." As I will set forth, the "I" in paragraph 15 (a) refers to the defendant. In paragraph 15 (b), "I" also refers to the defendant. This is because Aaron Hochman, the primary tenant signatory to the lease, is referred to by name in paragraph 15 (b) of such lease.

Paragraph 15 (b) of the lease provides: "In no event may I hold over. We, the undersigned, agree to vacate the [p]roperty (i) on or before February 15, 2007, or (ii) if applicable, on September 17, 2007, or (iii) not later than thirty (30) days after we receive notice of default and do not cure the same within thirty (30) days. Hochman shall indemnify you and hold you harmless in the event we do not vacate on time. This shall include, but not be limited to, any costs of eviction, attorney's fees, sheriff's fees and court costs. We acknowledge that our representations that we will not hold over is being relied upon by you, as consideration for you granting both the tenancy and the option to purchase, and that it would be unjust and inequitable if you were forced to incur additional costs and damages as a result of our failure to vacate.

"Acknowledged and agreed to . . . Aaron Hochman [and] Fred Berger."

I arrive at this conclusion although paragraph 1 of the lease provides in relevant part: "The words 'I', 'me' and 'my' in this [r]ental [a]greement . . . refer to the [t]enant. The following person is the [t]enant: Aaron Hochman 115 Brewster Street, Unit 3D Bridgeport, CT."

After closely examining the lease in its entirety, I conclude that the language in paragraph 1, defining "I," "me" and "my," as set forth at the beginning of the lease, does not apply to paragraph 15 of the lease, although that is not specifically set forth anywhere in

the lease. The only clear and logical reading of paragraph 15 (a) is that in that paragraph, "I" refers to the defendant. In paragraph 15 (b), "I" also refers solely to the defendant, and "we" refers to Hochman and the defendant. The import of paragraph 15 (a) is that for unit 10B, the defendant is liable for subsequent charges after default, including use and occupancy and attorney's fees. If the defendant were not the "I" in paragraph 15 (a), there would have been no need to name Hochman and to set forth his liability for "any costs of eviction, attorney's fees, sheriff's fees and court costs" in paragraph 15 (b).

Further, the defendant, by his signature at the bottom of paragraph 15, did more than acknowledge the contents of the subsections. He "[a]cknowledged and agreed to" them.

The foregoing interpretation of paragraph 15 (a) comports with our law: "Where the language of the contract is clear and unambiguous, the contract is to be given effect according to its terms. A court will not torture words to import ambiguity where the ordinary meaning leaves no room for ambiguity . . . . Similarly, any ambiguity in a contract must emanate from the language used in the contract rather than from one party's subjective perception of the terms. . . . [T]he mere fact that the parties advance different interpretations of the language in question does not necessitate a conclusion that the language is ambiguous. . . . [I]n construing contracts, we give effect to all the language included therein, as the law of contract interpretation . . . militates against interpreting a contract in a way that renders a provision superfluous." (Internal quotation marks omitted.) *Assn. Resources, Inc.* v. *Wall*, 298 Conn. 145, 183, 2 A.3d 873 (2010).

The foregoing analysis also finds support in the trial court's decision. The trial court also examined the defendant's liability under paragraph 15 and found the following: "The defendant in this case was named as an occupant of the dwelling 2600 Park Avenue, unit 10B, along with Aaron Hochman. The defendant's name and signature further appear on the lease at paragraph 15 entitled 'Default/Holding Over.' The defendant's signature does not appear anywhere else in the document."

The court also stated: "In addition, the court must also consider the defendant's obligations under paragraph 15 of the lease between Hochman and the plaintiff.

"Paragraph 15 of the lease is divided into two separate paragraphs. The subsection (a) deals with actions upon default, and subsection (b) deals with actions upon a holdover. The subsection (b) says in part, 'Hochman shall indemnify you and hold you harmless in the event we do not vacate on time. This shall include, but not be limited to, any costs of eviction, attorney's fees,

sheriff's fees and court costs.' [Although] the language of the subsection contains the words, '[w]e, the undersigned,' it clearly states also that Hochman shall be responsible for damages under subsection (b). The court finds that this limits the liability as to this defendant under this subsection.

"The court now turns its attention to the subsection (a) of the rental agreement. The tenancy between Hochman and the plaintiff began on August 16, 2006, and ended on February 15, 2007, subject to an extension provided in the addendum attached to the agreement. The plaintiff testified that no rent was ever paid by Hochman, and they began eviction proceedings in November, 2006. The defendant testified that he resided at 2600 Park Avenue, unit 10B, all the relevant time of the agreement. He further testified that he was aware of the notice to quit in November, 2006, and that he discussed the notice with Hochman. Although the defendant stated that Hochman told him he would take care of it, clearly the defendant had notice of the default as of November, 2006.

"The defendant argues that even though he may have had notice of the default, he was not obligated under subsection (a) because the language of the paragraph states, 'Upon default, I must pay . . . .' *The defendant contends that 'I' is Hochman, the signer of the lease. The court does not agree with this analysis as to paragraph 15 only.* To accept the defendant's argument would beg the question of the purpose of his signature appearing at that time and at that place on the document. The clear intent of having the defendant sign the bottom of the paragraph was to inform him of his obligations under the terms of the paragraph.

"Accordingly, the court finds that the defendant does have some liability under paragraph 15 of the rental agreement." (Emphasis added.)

The court concluded that the defendant was contractually obligated to pay the plaintiff's reasonable attorney's fees: "Lastly, the plaintiff is entitled to attorney's fees. The court has previously indicated that paragraph 15 holds the defendant personally responsible upon his default. The paragraph specifically states the person(s) liable must pay damages, including reasonable attorney fees. Furthermore, the court may award attorney fees as an item of damages when allowed by statute or contract. *Bushnell Plaza Development Corp.* v. *Fazzano*, 38 Conn. Sup. 683, 687, 460 A.2d 1311 (1983). The court finds that the plaintiff is awarded $7500 as reasonable attorney's fees."

The trial court found, and I agree, that the defendant is liable for attorney's fees pursuant to paragraph 15 (a) of the agreement. Accordingly, I respectfully dissent from part III of the majority opinion that holds otherwise. I conclude that the judgment of the trial court

should be affirmed.

For the foregoing reasons, I dissent in part and concur in part.