HARPER, J., with whom PALMER, J., joins, dissenting. I fully agree with the majority that the Appellate Court misconstrued General Statutes § 21-80a (b) (1), which provides an exception to the statutory bar to an eviction action commenced within six months of a mobile park tenant engaging in specified protected activities upon proof that the tenant is "using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement," to mean simply that the tenant has violated a material provision of the rental agreement. I disagree, however, with the majority's alternate basis for affirming the Appellate Court's judgment, under which the majority construes this statutory exception to permit eviction when the tenant has materially violated a lease provision that regulates the use of the dwelling unit or premises, such that the conduct could affect the safety or welfare of other tenants, and determines that this standard was met in the present case. In my view, the majority's construction not only is unsupported by the text of § 21-80a[1] and related provisions of landlord tenant law, it undermines the remedial purpose of the statute. Moreover, there is neither a finding by the trial court to support a conclusion that this newly articulated standard has been met nor facts in the record to support such a conclusion. Construing the exception consistent with the text, I would conclude that the plaintiff, Fairchild Heights, Inc., has not demonstrated that the conduct of the defendants, Nancy Dickal, Alan Dickal and Lisa Dickal, in parking more than two vehicles on the premises, constitutes use for a purpose in violation of the parties' rental agreement that would overcome the presumption of retaliatory eviction. I further would conclude that the trial court improperly determined that, because the present action was part of a "continuing effort" by the plaintiff to resolve a violation of the rental agreement that predated the defendants' protected activities,[2] the defendants could not prevail on a claim of retaliatory eviction under § 21-80a. Accordingly, I would reverse the Appellate Court's judgment.

I

The majority properly recognizes that the Appellate Court's construction would render the protection under § 21-80a (a) meaningless because proof that a mobile park tenant who owns his or her home has violated a "material term" of the lease is a lesser standard of proof than that required to evict such a tenant under the usual eviction process, which generally requires "material noncompliance" with the lease or certain laws. See footnote 3 of this dissenting opinion. Thus, the majority properly concludes that § 21-80a (b) must limit the circumstances under which an eviction may be pursued,

despite the tenant's engagement in protected activities, to a smaller subset of activities than the universe of material noncompliance. Where the majority and I part company is in determining what constitutes that more limited universe.

The majority initially concludes that "using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement" under § 21-80a (b) (1) encompasses "material violations" of lease provisions that regulate the use, meaning active employment, of the dwelling unit or the premises. The majority later explains that its interpretation would permit eviction for conduct that may affect the "safety and welfare" of other residents, reasoning that this interpretation is in accord with the landlord's obligation to maintain the mobile park in a safe and habitable condition. I address each of these points in turn.

At the outset, I observe that the majority's initial interpretation either fails to give any effect to the word "purpose" or effectively replaces it with the word "material," a term used nowhere in § 21-80a. "[W]e have long held that '[i]nterpreting a statute to render some of its language superfluous violates cardinal principles of statutory interpretation' "; *Okeke* v. *Commissioner of Public Health*, 304 Conn. 317, 328, A.3d (2012); and, reading the term "purpose" out of this part of the statute cannot be reconciled with the legislature's use of the same term in another exception in § 21-80a (b) (1), "using the dwelling unit or the premises for an illegal purpose . . . ." See *Brennan* v. *Brennan Associates*, 293 Conn. 60, 83, 977 A.2d 107 (2009) ("[it] is a familiar principle of statutory construction that [when] the same words are used in a statute two or more times they will ordinarily be given the same meaning in each instance" [internal quotation marks omitted]), quoting *Connecticut Light & Power Co.* v. *Dept. of Public Utility Control*, 266 Conn. 108, 123, 830 A.2d 1121 (2003). Indeed, the majority makes no attempt to do so. Moreover, given that the term "material" is twice used in a *directly* related statute; see General Statutes § 21-80 (b) (1) (B) and (C) (prescribing "[m]aterial noncompliance" ground for eviction);[3] see also General Statutes § 21-80a (b) (referring to § 21-80); we ordinarily would presume that the legislature intends a different meaning where it has used different terms relating to the same subject. Cf. *Saunders* v. *Firtel*, 293 Conn. 515, 527, 978 A.2d 487 (2009) ("when a statute, with reference to one subject contains a given provision, the omission of such provision from a similar statute concerning a related subject . . . is significant to show that a different intention existed" [internal quotation marks omitted]). Had the legislature intended the result the majority reaches, it readily could have stated "using the dwelling unit or the premises in material violation of the rental agreement" or even "using the dwelling unit or the premises in violation of . . . § 21-80," which pre-

scribes conditions for evicting mobile home park tenants. Therefore, it is improper either to fail to give independent meaning to the essential term "purpose" or to substitute the term "material."

More fundamentally, it is difficult to ascertain any meaningful difference between the effect of the Appellate Court's interpretation, which the majority acknowledges is inconsistent with the purpose of § 21-80a, and the majority's initial interpretation. Specifically, the majority's interpretation of § 21-80a (b) (1) would protect from retaliatory eviction only those tenants who had not materially violated a provision in their lease or those who had materially violated a lease provision but in a manner that did not involve the use of either their dwelling unit or their premises. The first group of tenants would not be subject to eviction in any event, because the conduct would not meet the material noncompliance standard required to bring an eviction action generally.[4] See footnote 3 of this dissenting opinion. The second group would encompass so few tenants due to the limited violative conduct as to render the statutory protection essentially meaningless.[5] Simply put, it is not rational to assume that the legislature intended such a limited effect with respect to this remedial scheme.

Because the majority's initial construction of § 21-80a (b) (1) cannot be squared with the statutory text or the legislative intent, I assume that the specific type of conduct it cites—that which creates a risk to the safety and welfare of other residents—narrows the scope of that construction. This more limited construction, however, also has substantive flaws.

The majority, citing Merriam-Webster's Collegiate Dictionary (11th Ed. 2011), acknowledges that the common meaning of purpose is "something set up as an object or end to be attained . . . ." (Internal quotation marks omitted.) It is self-evident, however, that the object or end of a tenant's activity is not to create an unsafe condition, although such a result may be the *effect* of the object to be obtained. Therefore, the majority's construction ascribes an unnatural meaning to the statute.

In addition, the terms safety and welfare appear nowhere in § 21-80a (b). Such concerns are expressly addressed, however, elsewhere in the landlord tenant eviction laws. Specifically, the legislature has authorized the eviction of tenants who have engaged in conduct that creates health or safety risks to other tenants, but it has imposed more stringent conditions for evicting tenants who are deserving of heightened protection. Compare General Statutes § 47a-23 (a) (F) (lessor)[6] and General Statutes § 21-80 (a) (1) (mobile park tenants who lease their home from park owner)[7] with General Statutes § 47a-23c (b) (1) (C) (elderly, blind or disabled lessors)[8] and General Statutes § 21-80 (b) (1)

(B) (mobile park residents who own their mobile home). One group entitled to such heightened protection is mobile home park residents who own their home, like the defendants in the present case, who can be evicted upon proof of "[m]aterial noncompliance . . . with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of the park . . . ." General Statutes § 21-80 (b) (1) (B). Notably, this standard is higher than the one articulated by the majority in two ways, both in terms of its dual emphasis on materiality and the legal source of the requisite violation. Given that the legislature expressly has addressed eviction for conduct that creates the very risk identified by the majority, presumably the legislature would have either used the same language in § 21-80a (b) (1), used comparable language, or expressly referred to § 21-80 (b) (1) had it intended to create a safety and welfare exception in § 21-80a (b) (1).[9]

Even if it were appropriate for this court to put a gloss on § 21-80a (b) (1) in furtherance of an important public policy, which it is not, the majority's strained interpretation is not necessary to ensure the safety and welfare of other residents. Although the majority is correct that landlords have an obligation to ensure that their premises are safe and habitable, other legal remedies are available to arrest the conduct that creates such risks without thwarting the purpose of § 21-80a, which is to protect residents who seek to remedy, through various legal channels, unsafe or unlawful conduct by their landlord. For example, a landlord may seek injunctive relief, even on an ex parte basis if the circumstances so require. See General Statutes §§ 52-471 and 52-473. If the circumstances require urgent action, such relief may be obtained more expediently than through a summary process action.[10] Additionally, tenants commonly and effectively address issues relating to quiet enjoyment by complaints to law enforcement officials. Furthermore, rental agreements also may provide other means short of eviction to rectify conduct in violation of the agreement. For example, under the parties' rental agreement, the plaintiff apparently never invoked its right to tow an "improperly parked car . . . that creates a hazard or inconvenience to [the defendants'] neighborhood or community."

Finally, even if the majority were correct that the presumption of retaliatory eviction is overcome by proof that a tenant has materially violated the rental agreement by using the premises in a manner that creates a risk to the safety and welfare of other residents, the record in the present case does not support a conclusion that this standard has been met. The record reveals the following undisputed facts adduced at the summary process hearing. The rental agreement at issue expressly permits tenants to park in excess of two vehicles, subject to obtaining permission and paying a

monthly fee. The plaintiff had offered the defendants a lease under which they would have been permitted to park more than two cars on their lot at no additional fee, as long as they agreed to pay back fees for an earlier period of time for which the plaintiff had billed them for keeping excess vehicles.[11] Other tenants of the plaintiff park up to five cars on the premises. Simply put, when the conduct at issue would have been permitted had the defendants paid a fee, that conduct cannot reasonably be deemed a health and safety risk. When the same conduct providing the basis for the eviction action is engaged in by other tenants, with either the landlord's express permission or acquiescence, that conduct reasonably cannot be deemed a health and safety risk. Finally, the plaintiff's failure to tow away any of the defendants' vehicles during the four years that they were in noncompliance with the rental agreement, when it has the right to tow improperly parked cars that create a hazard or inconvenience, demonstrates that the plaintiff did not view the defendants' conduct as creating a risk to the safety or welfare of other tenants.

The majority mistakenly relies on the following statement by the trial court as a finding that demonstrates that its newly articulated standard has been met: "Excess vehicles are commonly parked on common property or impinge upon the roads throughout the park, making snow removal and maintenance difficult." There are several problems with this reliance. First, it is apparent from the context of this statement that the trial court was addressing the defendants' claim that the plaintiff's two vehicle rule was unreasonable.[12] Second, neither the statement itself nor the testimony cited in support of this statement addresses the *defendants'* conduct. Even if one were to infer that the common practice referred to by the trial court includes conduct by the defendants, there is nothing to indicate whether they materially contributed to this problem. Therefore, in my view, the majority not only has misconstrued § 21-80a (b) (1), but it also improperly has determined that its standard has been satisfied.

II

In light of this conclusion, I turn to the question of whether, under a proper construction of § 21-80a (b) (1), the Appellate Court's judgment affirming the judgment of the trial court in favor of the plaintiff should be affirmed. In my view, the meaning of the pertinent exception, both generally and as applied to the facts of the present case, is relatively straightforward.

Section 21-80a (b) (1) permits a mobile home park owner to overcome the presumption that it is evicting a mobile park tenant for engaging in activities protected under subsection (a) of that statute by demonstrating, inter alia, that "[t]he resident is *using the dwelling unit or the premises* for an illegal purpose or *for a purpose*

which is in violation of the rental agreement or for nonpayment of rent . . . ." (Emphasis added.) As we previously have discussed, the common meaning of "purpose" is "something set up as an object or end to be attained . . . ." (Internal quotation marks omitted.) Thus, the ultimate object toward which use of the property is directed must be fundamentally contrary to the set of ultimate objects that the rental agreement contemplates. In essence, the question of whether there is a use for a "purpose" in violation of the rental agreement is a question of contract interpretation in which we seek to ascertain the intention of the parties. See *19 Perry Street, LLC* v. *Unionville Water Co.*, 294 Conn. 611, 622–23, 987 A.2d 1009 (2010) ("[A] lease is a contract, and, therefore, it is subject to the same rules of construction as other contracts. . . . Ordinarily the parties' intent is a question of fact. . . . Where a party's intent is expressed clearly and unambiguously in writing, however, the determination of what the parties intended . . . is a question of law [over which our review is plenary]." [Citation omitted; internal quotation marks omitted.]). Where the contract does not expressly set forth the scope of permissible ends, as a matter of basic contract interpretation we look to the rental agreement as a whole to ascertain the parties' purpose in making that agreement. As in other circumstances in which this court has articulated the purpose of various types of contracts, we look not only to specific terms but also to the overarching end intended to be achieved by the collective force of those terms.[13]

Two important textual clues further illuminate the meaning of the pertinent exception. The conduct at issue is linked in the conjunctive with two other acts, namely, "using the dwelling unit or the premises for an illegal purpose . . . or for nonpayment of rent . . . ." General Statutes § 21-80a (b) (1). This linkage suggests that the legislature intended each of the three categories to describe similarly egregious conduct. "Where a provision contains two or more words grouped together, we often examine a particular word's relationship to the associated words and phrases to determine its meaning pursuant to the canon of construction noscitur a sociis." (Internal quotation marks omitted.) *McCoy* v. *Commissioner of Public Safety*, 300 Conn. 144, 159, 12 A.3d 948 (2011). This view is bolstered by the legislature's use of the term "purpose" in two of the three acts described. Because using the dwelling unit or the premises for an illegal purpose and failing to pay rent are both patent violations of fundamental tenant obligations, the third category—use "for a purpose which is in violation of the rental agreement"—reasonably must construed to refer to a comparably fundamental violation.

In the present case, the rental agreement contains provisions unambiguously reflecting that the agreement's fundamental purpose is to lease a parcel of land for the placement of a dwelling, in particular,

a single mobile home. Thus, for example, we can state as a matter of law that it would violate the purpose of the agreement to use the property for commercial purposes or for multiple dwellings.[14] In addition, use of the property for noncommercial purposes wholly inconsistent with maintaining a residence would violate the purpose of the rental agreement.

In rejecting the proposition that the statute should be given its "literal" meaning; *Fairchild Heights, Inc.* v. *Dickal*, 118 Conn. App. 163, 177, 983 A.2d 35 (2009); the Appellate Court had two responses, both of which I consider. First, the Appellate Court agreed that this literal construction was plausible; id., 174; but it concluded that it would not strike the proper balance between landlord and tenants' rights, as intended by the legislature. Id., 177–78. In so concluding, the Appellate Court relied on the 1976 legislative history relating to the Landlord and Tenant Act; General Statutes § 47a-1 et seq.; reasoning that this act's "broad purpose of balancing the interests of landlords and tenants applies equally to the statutory scheme governing mobile manufactured home site owners and mobile home residents who rent such home sites." *Fairchild Heights, Inc.* v. *Dickal*, supra, 175. The Appellate Court overlooks, however, the fact that the legislature unambiguously struck a different balance for mobile park tenants than for other tenants, as is clearly reflected in the different burdens of proof for the defense of retaliatory eviction for the two classes. Compare General Statutes § 47a-33 (providing affirmative defense to tenant when landlord brought eviction action "solely" because tenant attempted to remedy, by lawful means, violation of certain statutes, regulations or ordinances) with General Statutes § 21-80a (a) (prescribing presumption of retaliatory eviction of mobile park tenant when action brought within six months of tenant's engagement in broader class of specified protected activities); see also General Statutes § 21-80a (d) ("[n]othing in this section shall be construed to in any way limit the [retaliatory eviction] defense provided in section 47a-33"). A different balance is justified in part because most mobile park tenants have property interests that other tenants do not. See 34 H.R. Proc., Pt. 22, 1991 Sess., p. 8512, remarks of Representative Douglas C. Mintz (stating when explaining purpose of Public Acts 1991, No. 91-383, which included what was codified as § 21-80a, that "[m]ost mobile home park residents own their homes but rent a space on which the home sits"). Indeed, the legislative history for No. 72-186 of the 1972 Public Acts, which created the first laws governing the licensure and regulation of mobile home parks, reveals the legislature's concern about mobile park owners' abuse of tenants' rights and the fact that mobile park tenants largely are comprised of a more vulnerable population than the general tenant population, such as the elderly and low income families. See 15 H.R. Proc., Pt. 4, 1972 Sess.,

pp. 1704, 1707–1709; 15 S. Proc., Pt. 5, 1972 Sess., pp. 2068–2069.

Second, the Appellate Court reasoned that "an overly literal and excessively narrow reading of § 21-80a (b) (1) would yield . . . an irrational result, as it could seriously limit an owner's ability to care for his property, as well as emasculate the duty to protect the quiet enjoyment of other tenants." *Fairchild Heights, Inc.* v. *Dickal*, supra, 118 Conn. App. 177. As I previously have noted, however, there are other means short of eviction to protect these interests. Moreover, by giving § 21-80a (b) (1) the literal and narrow reading that its text compels, we shield tenants from retaliatory eviction while they are seeking to remedy harmful conditions created by the landlord, which in turn yields a benefit to all tenants. Finally, the narrow reading of § 21-80a (b) (1) does not permanently shield a tenant from eviction for lease violations, but only for a sufficient period to vindicate their claim of wrongful conduct. Accordingly, I disagree with the reasons proffered by the Appellate Court in rejecting a narrow construction of § 21-80a (b) (1).

I therefore turn to the facts in the present case to determine whether, consistent with the "literal" construction of § 21-80a (b) (1), the defendants were using the premises for a "purpose which is in violation of the rental agreement" by parking three or four vehicles on the premises. The parties' rental agreement has sections addressing "Permitted Uses" and "Resident's Covenants" that relate to the use and occupancy of the premises. Neither the subject of parking generally nor the number of vehicles that may be kept on the premises specifically is mentioned in the "Resident's Covenants" section. Under the "Property Leased and Permitted Uses" section of the parties' rental agreement, there is a place where the defendants were to indicate the number of registered vehicles located on their lot; they indicated three. The subject of parking is addressed further in the section of the agreement entitled "Term and Rental." In that section, after setting forth the "basic" rent for leasing the property, ten categories of "items of additional rent" are listed. The sixth item sets forth a $30 monthly fee "[f]or additional motor vehicle(s) subject to leasing per lot (see Rules and Regulations) at the leased premise during the month provided parking space is available and prior park approval is obtained."[15] The rules and regulations set a limit of two vehicles without additional charge.

It is clear from the terms of the parties' rental agreement that the defendants were not using the premises in violation of a "purpose" of the agreement. The purpose for which the defendants were using the premises is parking. Parking is a permitted use under the agreement. The mere fact that the defendants failed to comply with the conditions for parking in excess of

two vehicles does not change this ultimate fact. The rules authorize the defendants to keep two vehicles and permit them to keep additional vehicles as long as they obtain permission and pay a fee. Although the defendants clearly violated this rule, I fail to see how conduct that expressly is permitted, subject to certain preconditions, can violate the *purpose* of the rental agreement simply because those preconditions were not met.[16] In other words, parking more vehicles than authorized, in and of itself, does not change the purpose of the use—parking, a permitted use—to some other purpose. If the defendants were, by contrast, parking large numbers of unregistered or junked vehicles, one might characterize the purpose of the use not as parking but as maintaining a junkyard or storage lot. Such uses clearly would constitute purposes that are in violation of the rental agreement. Those are not the facts here.[17]

Extratextual evidence further demonstrates that parking more than two vehicles cannot reasonably be characterized as use in violation of the purpose of the agreement. As I previously have noted, other tenants were parking more than two vehicles on the premises without paying additional fees, and the plaintiff apparently did not avail itself of its right under the rental agreement to tow an "improperly parked car . . . that creates a hazard or inconvenience to [the defendants'] neighborhood or community." Therefore, it is clear that the defendants' act of parking up to four vehicles did not constitute using the premises for a purpose in violation of the lease. Accordingly, the plaintiff did not demonstrate that its eviction action falls within the scope of the exception to the presumption of retaliatory eviction under § 21-80a (b) (1).

III

Although my conclusions in part I and II of this dissenting opinion address the ground on which the Appellate Court affirmed the trial court's judgment, for reasons that are not apparent, the Appellate Court did not address the actual ground on which the trial court rendered judgment for the plaintiff. Following oral argument before this court, we ordered the parties to submit supplemental briefs to address the basis of the trial court's decision. I therefore also briefly address that basis and conclude that the Appellate Court's judgment also cannot be affirmed on the basis on which the trial court rejected the defendants' claim of retaliatory eviction.

The trial court concluded as follows: "As to the claim that the plaintiff's action against the defendant[s] is retaliatory, Nancy Dickal testified that the parties were in dispute over the motor vehicle issue commencing in 2004. [Nancy] Dickal and others were defendants in summary process actions which were either settled or withdrawn following negotiations. The [defendants] continued to object to the extra charge and attempts

by the plaintiff to negotiate a settlement were not fruitful. . . . While . . . Nancy Dickal claims that the plaintiff's present action is in retaliation for her being instrumental in forming a tenants organization in February, 2005, and in instituting a lawsuit against the plaintiff in 2006, as well as other complaints to state and municipal authorities, it appears to the court that the present action is essentially a continuing effort by the plaintiff to enforce the rules and regulations and [to] resolve a problem that arose long before any of [Nancy] Dickal's involvement in lawsuits against the plaintiff or her other activities. The court does not conclude that the plaintiff's present summary process action is retaliatory and in violation of [§ 21-80a]."

Section 21-80a (b) specifies the circumstances in which a landlord's eviction action will not be deemed retaliatory if commenced within six months of the tenants engagement in certain protected activities. In addition to the grounds previously discussed, § 21-80a (b) provides in relevant part: "Notwithstanding the provisions of subsection (a) of this section, if permitted by subdivision (1) of subsection (b) of section 21-80, the owner may maintain an action to recover possession of the premises if . . . (3) the owner seeks to recover possession *pursuant to section 21-80 on the basis of a notice which was given to the resident before the resident's complaint*." (Emphasis added.) Section 21-80 requires specific types of written notices that a landlord must provide to a tenant prior to eviction, depending on whether the tenant is a mobile home owner or renter and on the ground for eviction. Not only did the trial court fail to find that the plaintiff had given the defendants any type of written notice so required, the testimony clearly indicates that there was no other type of written notice.[18] The courts have no authority to expand the exceptions provided by the legislature.

Finally, I find it troubling that the trial court would rely on an action that had been *withdrawn* by the plaintiff prior to the defendants' engagement in protected activities as evidence of a lack of retaliatory motive. Had the defendants' conduct been so egregious as to require ousting them from the mobile park where they had resided for thirty years, one would have expected the plaintiff either to pursue the action to its conclusion or enter into an enforceable settlement of the dispute. Accordingly, the Appellate Court's judgment cannot be affirmed on the basis relied on by the trial court.

I respectfully dissent.

[1] General Statutes § 21-80a provides in relevant part: "(a) An owner shall not maintain an action or proceeding against a resident to recover possession of a dwelling unit or a mobile manufactured home space or lot, demand an increase in rent from the resident, or decrease the services to which the resident has been entitled within six months after: (1) The resident has in good faith attempted to remedy by any lawful means, including contacting officials of the state or of any town, city or borough or public agency or filing a complaint with a fair rent commission, any condition constituting a violation of any provision of this chapter or chapter 368o or of any other

state statute or regulation, or of the housing and health ordinances of the municipality wherein the premises which are the subject of the complaint lie; (2) any municipal agency or official has filed a notice, complaint or order regarding such a violation; (3) the resident has in good faith requested the owner to make repairs; (4) the resident has in good faith instituted an action under subsections (a) to (i), inclusive, of section 47a-14h; or (5) the resident has organized or become a member of a residents' association.

"(b) Notwithstanding the provisions of subsection (a) of this section, if permitted by subdivision (1) of subsection (b) of section 21-80, the owner may maintain an action to recover possession of the premises if: (1) The resident is using the dwelling unit or the premises for an illegal purpose or for a purpose which is in violation of the rental agreement or for nonpayment of rent; (2) the condition complained of was caused by the wilful actions of the resident or another person in his household or a person on the premises with his consent; or (3) the owner seeks to recover possession pursuant to section 21-80 on the basis of a notice which was given to the resident before the resident's complaint. . . .

"(d) Nothing in this section shall be construed to in any way limit the defense provided in section 47a-33."

General Statutes § 47a-33, referred to in § 21-80a (d), provides a similar affirmative defense to that under § 21-80a (a) for summary process actions generally, but eliminates the six month period of protected activity and adds a requirement that the landlord must have brought the eviction action *solely* because the tenant attempted to remedy, by lawful means, any condition constituting a violation of certain statutes or regulations.

[2] Although, in its posttrial brief, the plaintiff claimed that the defendants had not proved that their complaints to various officials about the plaintiff had been filed in good faith, the plaintiff did not renew that claim in either its brief to the Appellate Court or its briefs to this court. Therefore, I assume that the plaintiff has abandoned this claim. See *State* v. *Saucier*, 283 Conn. 207, 223, 926 A.2d 633 (2007) (claim not raised on appeal deemed abandoned).

[3] General Statutes § 21-80 (b) (1) provides in relevant part: "Notwithstanding the provisions of section 47a-23, an owner may terminate a rental agreement or maintain a summary process action against a resident who owns a mobile manufactured home only for one or more of the following reasons . . .

"(B) *Material* noncompliance by the resident with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of the park;

"(C) *Material* noncompliance by the resident with the rental agreement or with rules or regulations adopted under section 21-70 . . . ." (Emphasis added.)

[4] Mobile park tenants who rent their homes can be evicted for conduct short of material noncompliance; see General Statutes § 21-80 (a); but, as I later explain, it appears that it is typical for residents of mobile home parks to own their mobile home.

[5] In footnote 9 of its opinion, the majority cites two examples of conduct that would violate the rental agreement in the present case that does not involve active employment of the dwelling unit or the premises—nonpayment of applicable taxes and utility charges and failing to maintain liability insurance on the premises.

[6] General Statutes § 47a-23 (a) (F) authorizes an owner or lessor to serve a notice to quit when, inter alia, the tenant has violated General Statutes § 47a-11 or General Statutes 21-82 (b), both of which contain numerous requirements relating to maintaining the property in a safe, clean and healthy manner. In particular, § 21-82 (b) (1) requires the tenant to "[c]omply with all obligations primarily imposed upon residents by applicable provisions of any building, housing or fire code materially affecting health and safety . . . ."

[7] Section 21-80 (a) makes clear that the grounds and procedures for evicting tenants under § 47a-23 also apply to mobile park residents who rent their home.

[8] General Statutes § 47a-23c (a) (1) protects persons who are sixty-two years of age or older, blind, or seriously physically disabled, and who reside in a building or complex consisting of five or more separate dwelling units or who reside in a mobile manufactured home park. Under this statute, "[n]o landlord may bring an action of summary process or other action to dispossess a tenant described in subsection (a) of this section except for one or more of the following reasons . . . (C) *material noncompliance*

with section 47a-11 or subsection (b) of section 21-82, which *materially* affects the health and safety of the other tenants or which materially affects the physical condition of the premises . . . ." (Emphasis added.) General Statutes § 47a-23c (b) (1).

[9] Indeed, in § 21-80a (a) (1), one activity that shields a mobile home owner from eviction is seeking legal redress for a landlord's violation of "health ordinances" as well other laws that protect the welfare of tenants from eviction. See also General Statutes § 47a-33 (providing similar protection for tenants).

[10] In the present case, the plaintiff served the notice to quit on September 8, 2007, filed its complaint on November 28, 2007, received notice of judgment in its favor on March 16, 2009, and still is awaiting the final resolution of this matter.

[11] Prior to a lease change in 2004, the plaintiff had an "unofficial rule" that permitted tenants to keep more than two vehicles at no additional fee. In 2004, the plaintiff changed its rule to one under which tenants could have two vehicles at no charge but would pay a fee for any additional vehicles. In 2007, the plaintiff again changed that rule to allow tenants who previously had parked additional vehicles to do so at no charge. Alan Dickal testified that he did not accept the new lease offered by the plaintiff, a condition of which was that the defendants must pay back fees, because the defendants did not think it was fair to be charged for the use of a lot for which they already were paying rent.

[12] The trial court stated as follows: "The defendants claim that the regulation is not reasonable; however [the plaintiff's president, Jeffrey] Doolan offered considerable testimony regarding the need to control the number of vehicles allowed as it effects [the plaintiff's] ability to efficiently operate maintenance equipment. Excess vehicles are commonly parked on common property or impinge upon the roads throughout the park, making snow removal and maintenance difficult."

[13] See, e.g., *Board of Education* v. *Wallingford Education Assn.*, 271 Conn. 634, 640, 858 A.2d 762 (2004) (citing "the salutary purpose of the agreement's arbitration provision, namely, 'to avoid the formalities, delay, expense and vexation of ordinary litigation' "); *Pesino* v. *Atlantic Bank of New York*, 244 Conn. 85, 94, 709 A.2d 540 (1998) (noting purpose of settlement agreement "is to provide for the sharing of future revenues with the defendant in exchange for the forgiveness of a significant portion of the plaintiff's promissory notes"); *Levine* v. *Massey*, 232 Conn. 272, 274, 654 A.2d 737 (1995) (purpose of separate agreement defining parties' obligations to each other in relation to their invention and licensing agreement "in part, was to distinguish between such future improvements on the basic invention or new inventions in which the parties would share equally, and those that would remain solely the property of the individual inventor"); *Hess* v. *Dumouchel Paper Co.*, 154 Conn. 343, 351, 225 A.2d 797 (1966) ("[t]he purpose of the agreement, from the defendant's point of view, was to provide storage space for its inventory").

[14] I do not agree with the defendants, however, that the exception at issue applies *only* when the dwelling unit or the premises *as a whole* is used in violation of the rental agreement. There is no express requirement in the statute to that effect.

[15] The plaintiff did not seek to evict the defendants on the basis of nonpayment of rent. Jeffrey Doolan, the plaintiff's president, testified that he had billed the defendants for additional vehicles at one point but later stopped doing so.

[16] The defendants have not challenged the trial court's conclusion that the eviction otherwise properly could be brought, and therefore, I also must assume that the trial court's judgment includes an implicit, unchallenged finding that parking additional cars constitutes material noncompliance with the lease.

[17] The unchallenged testimony reveals that at least three persons of driving age resided at the defendants' home during the time in question and that all of the defendants' vehicles were insured and registered. The plaintiff's counsel expressly represented that the plaintiff was not claiming that any of the defendants' vehicles were creating any hazard, such as leaking oil, or that they were "eyesores."

[18] The plaintiff's president, Jeffrey Doolan, testified that he had made attempts to resolve the vehicle problem through "several meetings in person" with the defendants in 2004 and 2005, and thereafter had made offers to execute a new lease that would have permitted the defendants to keep three vehicles at no charge, subject to paying the back fees.