

RETURN DATE: FEBRUARY 3, 2026 : SUPERIOR COURT
HARTFORD SQUARE ASSOCIATES, LLC : HOUSING SESSION
V. : AT NEW BRITAIN
GREEN ACRES CT ONE, LLC : JANUARY 9, 2026

COMPLAINT

1. The plaintiff, Hartford Square Associates, LLC (“Landlord”), is a Connecticut limited liability company with its principal place of business located at 1 Hartford Square, New Britain, Connecticut.

2. The defendant, Green Acres CT One, LLC (“Tenant”), is a Connecticut limited liability company with a business address located at 1 Hartford Square, New Britain, Connecticut.

3. On or about April 1, 2024, Landlord, as lessor, and Tenant, as lessee, entered into a written lease (“Lease”) for approximately 1,820 square feet of space located at 1 Hartford Square, Building #24, Unit 16N, New Britain, Connecticut (the “Premises”). A copy of the Lease is incorporated herein as Exhibit A and will be filed and served on all appearing parties in accordance with Practice Book § 10-29.

4. Thereafter, in accordance with the Lease, Tenant took possession of the Premises pursuant to the Lease. The initial term of the Lease was ten (10) years and three (3) months commencing on April 1, 2024.

5. As set forth in the Lease, Tenant agreed to pay monthly Base Rent and Additional Rent, as said terms are defined in the Lease (together, “Rent”), to Landlord.

6. On or about April 1, 2024, Landlord and Tenant entered into a First Amendment to Lease ("First Amendment") correcting a scrivener's error regarding Tenant's name. A copy of the First Amendment is incorporated herein as Exhibit B and will be filed and served on all appearing parties in accordance with Practice Book § 10-29.

7. Notwithstanding the foregoing, Tenant has not paid Rent since December 5, 2025, as required pursuant to the Lease, as amended.

8. Based on the foregoing, Tenant is in breach of its obligations to Landlord under the Lease based on its non-payment of Rent under the Lease.

9. On or about January 6, 2026, Landlord caused to be served on Tenant a Notice to Quit Possession of the Premises on or before January 13, 2026 for non-payment of rent when due for a commercial property, as required by law. A copy of the Notice to Quit is incorporated herein as Exhibit C and will be filed and served on all appearing parties in accordance with Practice Book § 10-29.

10. As of the date hereof, the total amount of Rent due and owing by Tenant to Landlord is Ten Thousand Five Hundred Twenty-Six and 76/100 Dollars (\$10,526.76), exclusive of late charges and interest.

11. Pursuant to Section 27 of the Lease, when Rent is not paid on or before the first day of the month, Landlord is entitled to assess a late charge of ten percent (10%) of the amounts due.

12. Pursuant to Section 27 of the Lease, Landlord is also entitled to recover interest at a rate of 18% per annum on any amounts not paid within ten (10) days after due.

13. Pursuant to Section 6 of the Lease, Tenant is solely responsible for utility services for the Premises.

14. Landlord has made multiple utility service payments on Tenant's behalf.

15. Pursuant to Section 28(d) of the Lease, Landlord is entitled to recover all costs and expenses incurred to re-let the Premises after Tenant vacates the Premises.

16. Pursuant to Section 28(h) of the Lease, Landlord is entitled to recover all expenses and reasonable attorneys' fees in pursuing this action.

17. Section 48 of the Lease states, in relevant part:

TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, SEC. 52-278a et seq., AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SAID STATUTE TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY.

18. As a result of the foregoing, Landlord has suffered damages. Said damages will continue to increase each month.

WHEREFORE, the plaintiff, Hartford Square Associates, LLC, seeks:

1. Money damages;
2. Attorneys' fees pursuant to the Lease;
3. Costs;
4. Pre- and post-judgment interest;
5. Interest pursuant to Conn. Gen. Stat. § 31-3a; and
6. Such further relief as this Court may deem appropriate.

PLAINTIFF,
HARTFORD SQUARE ASSOCIATES, LLC

By: 

Eric B. Caines

Michael dePascale, Jr.

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STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest, or property in demand is Fifteen Thousand Dollars (\$15,000) or more, exclusive of interest and costs.

PLAINTIFF,
HARTFORD SQUARE ASSOCIATES, LLC

By: 

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Michael dePascale, Jr.
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