****

The "officially released" date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the "officially released" date appearing in the opinion. In no event will any such motions be accepted before the "officially released" date.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the electronic version of an opinion and the print version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest print version is to be considered authoritative.

The syllabus and procedural history accompanying the opinion as it appears on the Commission on Official Legal Publications Electronic Bulletin Board Service and in the Connecticut Law Journal and bound volumes of official reports are copyrighted by the Secretary of the State, State of Connecticut, and may not be reproduced and distributed without the express written permission of the Commission on Official Legal Publications, Judicial Branch, State of Connecticut.

****

FAIRCHILD HEIGHTS, INC. *v.*
NANCY DICKAL ET AL.
(SC 18560)

Rogers, C. J., and Norcott, Palmer, Zarella, McLachlan and Harper, Js.

Argued September 22, 2011—officially released June 26, 2012

Abram Heisler, for the appellants (defendants).

Thomas T. Lonardo, with whom, on the brief, was *Colin P. Mahon*, for the appellee (plaintiff).

J.L. Pottenger, Jr., *Kathleen M. Flaherty* and *Raphael L. Podolsky* filed a brief for the Jerome N. Frank Legal Services Organization et al. as amici curiae.

Opinion

McLACHLAN, J. In this certified appeal, we review General Statutes § 21-80a,[1] which protects residents of mobile manufactured home parks by limiting the availability of summary process actions in certain circumstances. Under § 21-80a, if a resident proves that he or she engaged in one or more of the protected activities enumerated in § 21-80a (a) within the six months preceding the park owner's eviction proceeding, the owner may not maintain a summary process action against that resident unless the owner can show that one of the exceptions specified in § 21-80a (b) applies.[2] The defendants, Nancy Dickal, Alan Dickal and Lisa Dickal, residents of a mobile manufactured home park owned by the plaintiff, Fairchild Heights, Inc., appeal from the judgment of the Appellate Court affirming the trial court's judgment of possession in favor of the plaintiff.[3] *Fairchild Heights*, *Inc.* v. *Dickal*, 118 Conn. App. 163, 164–65, 983 A.2d 35 (2009).

On appeal, the defendants claim that judgment of possession should be granted in their favor because the plaintiff's summary process action was barred under § 21-80a. Specifically, they argue that the Appellate Court improperly interpreted § 21-80a (b) (1) to allow the plaintiff to maintain the summary process action against them, notwithstanding their protected conduct, upon a showing that they violated a material provision of the applicable rental agreement. Although we agree with the defendants that the Appellate Court's interpretation of § 21-80a (b) (1) is not permitted by the statutory language, we nevertheless conclude that the Appellate Court properly determined that § 21-80a (b) (1) would allow the plaintiff to maintain a summary process action against the defendants. Accordingly, we conclude that the Appellate Court properly affirmed the trial court's judgment of possession in favor of the plaintiff.

The Appellate Court opinion set forth the following relevant facts. "The plaintiff is the owner of a mobile manufactured home park consisting of roughly 103 mobile home sites. The defendants are the longtime owners and occupants of a mobile manufactured home located in the plaintiff's park. On or about December 3, 2003, the plaintiff and the defendants executed a one year lease agreement set to commence on January 1, 2004, in connection with this mobile home site. This was the last formally executed lease between the parties. The terms of this lease, however, remained effective throughout the duration of the defendants' residency at the mobile home park.[4]

"The lease agreement expressly stated that the monthly charge for parking excess motor vehicles on the defendants' mobile home site was $30 per vehicle. Additionally, the mobile home park rules and regula-

tions, which were appended to and expressly incorporated into the lease by reference, set a limit of two motor vehicles per site without subjecting the resident to the additional vehicle parking fees.

"The record reveals that from the outset of when the lease went into effect, the defendants parked more than two motor vehicles on their mobile home site in violation of the terms and conditions as expressed in the lease. At trial, Nancy Dickal conceded that at the beginning of 2004, three vehicles were parked on her mobile home site. She further testified that in October, 2004, her family began regularly parking four vehicles on the site.

"The plaintiff sent the defendants several bills seeking payment for their parking more than two motor vehicles on the mobile home site. These additional parking fees, however, were never paid by the defendants. Nevertheless, Nancy Dickal testified that for the duration of their residency at the mobile home park, her family parked four motor vehicles on their site. . . .

"The quarrel between the plaintiff and the defendants was not entirely centered on motor vehicle parking rules and regulations. In February, 2005 . . . Nancy Dickal assisted in organizing a residents association on behalf of the individuals residing in the plaintiff's mobile home park. Shortly thereafter, Nancy Dickal was elected as president of the association. A little more than one year later, in or about July, 2006, the residents association brought an action against the plaintiff concerning a number of alleged housing and maintenance violations in the mobile home park . . . .

"In the midst of this dispute,[5] on August 3, 2007, the plaintiff served the defendants with a formal written notice indicating that the defendants were in breach of their rental agreement. Specifically, the notification stated that the defendants were in violation of the mobile home park rules and regulations appended to their 2004 lease regarding motor vehicle parking. The warning gave the defendants thirty days to remedy their alleged violation. The defendants took no remedial action, and on September 8, 2007, the plaintiff served them with a notice to quit possession of the premises by November 19, 2007.

"On December 7, 2007, the plaintiff commenced this summary process action against the defendants. The complaint, mirroring the initial formal notification and subsequent notice to quit, alleged that the defendants had failed to comply with the park rules and regulations by parking more than two motor vehicles at their site." Id., 165–67. In response, the defendants asserted the following special defenses: (1) that the plaintiff did not apply the park rules and regulations fairly and evenly in violation of General Statutes § 21-70 (d) (3); (2) that the remedy of summary process was unavailable to

the plaintiff because the defendants had engaged in activities protected pursuant to § 21-80a and the summary process action was retaliatory in violation of General Statutes § 47a-33; and (3) that the doctrine of inequitable forfeiture barred the eviction of the defendants.

The Appellate Court additionally set forth the relevant procedural background. "The [trial] court concluded that all . . . of [the defendants'] special defenses lacked merit. In its memorandum of decision, the court found that the rules and regulations concerning motor vehicle parking were uniformly applied to the park residents. The court, in support of this finding, referred to evidence of similar eviction proceedings the plaintiff had brought against other park residents who also neglected to make payments in connection with excess motor vehicle parking. The court also concluded that the plaintiff's summary process proceeding was not within the purview of § 21-80a because the underlying action was not tainted by a retaliatory motive. The plaintiff's action, rather, was 'essentially a continuing effort by the plaintiff to enforce the rules and regulations and resolve a problem that arose long before any of [Nancy] Dickal's involvement in lawsuits against the plaintiff or her other activities.' Finally, the court concluded that the defendants' '"extraordinary"' inequitable forfeiture defense did not apply in these circumstances. Accordingly, the court rendered judgment [of] possession in favor of the plaintiff." Id., 167–68.

The defendants appealed from the judgment of the trial court to the Appellate Court, challenging the trial court's conclusions on each of the asserted special defenses. The Appellate Court affirmed the trial court's conclusion that the park rules and regulations were applied fairly to park residents because the trial court's findings were supported by the evidence and, therefore, were not clearly erroneous. Id., 170. The Appellate Court also upheld the trial court's conclusion that the summary process action was not barred by § 21-80a. Id., 178. That court concluded that, even if the defendants had engaged in conduct protected under § 21-80a (a), the exception under § 21-80a (b) (1), which permits a park owner to proceed with a summary process action when a resident "is using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement," applied. In particular, the court concluded that § 21-80a (b) (1) was ambiguous; *Fairchild Heights, Inc.* v. *Dickal*, supra, 118 Conn. App. 174; and broadly interpreted the relevant language to encompass situations in which a "resident's conduct is in violation of a material provision of the rental agreement," such as the defendants' parking of excess vehicles in breach of the rental agreement. Id., 173. Finally, the Appellate Court affirmed the trial court's conclusion that the defendants were not entitled to a defense of inequitable forfeiture due to their "wilful" breach of the rental

agreement and the doctrine of unclean hands. Id., 179. This appeal followed. Additional facts will be set forth as necessary.

The parties agree that if a resident has engaged in conduct protected by subsection (a) of § 21-80a, subsection (b) of that statute provides the exclusive means for circumventing the resulting bar to a landlord's summary process action. See also *Correa* v. *Ward*, 91 Conn. App. 142, 147, 881 A.2d 393 (2005) (construing analogous language in General Statutes §§ 47a-20 and 47a-20a of Landlord and Tenant Act). What is at issue in this appeal is the scope of these exceptions; in particular, the exception that applies when a "resident is using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement . . . ." General Statutes § 21-80a (b) (1). The defendants argue that the Appellate Court improperly interpreted § 21-80a (b) (1). They maintain that the language clearly and unambiguously requires a showing that the tenant used the property as a whole for the purpose of violating the rental agreement, such as using the property for a commercial purpose or converting the single unit site into a multi-unit site. The defendants posit that they are entitled to the protection of § 21-80a (a) because the parking of extra vehicles on their lot is not "using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement"; General Statutes § 21-80a (b) (1); as they urge us to interpret it. In contrast, the plaintiff contends that the Appellate Court properly interpreted the statutory language to encompass the defendants' breach of the rental agreement, and, accordingly, that the Appellate Court properly affirmed the trial court's judgment. We agree with the plaintiff that the Appellate Court properly affirmed the trial court, but not on the basis stated by the Appellate Court.

Our resolution of the present case requires us to determine whether the Appellate Court properly concluded that, by parking excess cars in violation of the rental agreement, the defendants were "using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement" pursuant to § 21-80a (b) (1).[6] As such, this issue presents a question of statutory interpretation over which our review is plenary. *State* v. *Courchesne*, 296 Conn. 622, 668, 998 A.2d 1 (2010). "The principles that govern statutory construction are well established. When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature. . . . In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply. . . . In seeking to determine that meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after

examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered. . . . When a statute is not plain and unambiguous, we also look for interpretive guidance to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter . . . . A statute is ambiguous if, when read in context, it is susceptible to more than one reasonable interpretation." (Citation omitted; internal quotation marks omitted.) *Wilton Meadows Ltd. Partnership* v. *Coratolo*, 299 Conn. 819, 824–25, 14 A.3d 982 (2011).

We begin with the language of the statute. Section 21-80a (b) provides: "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." Section 21-80a (b) thus indicates that a park owner may maintain a summary process action against a resident who has engaged in conduct protected under § 21-80a (a) if: (1) the action was permitted by General Statutes § 21-80 (b) (1); and (2) one of the enumerated exceptions applied.

Because § 21-80a (b) expressly limits the application of the exceptions provided therein to summary process actions that are "permitted by subdivision (1) of subsection (b) of section 21-80," we first consider the statute in relation to § 21-80.[7] Section 21-80 articulates grounds for dispossessing residents of mobile manufactured home parks. In particular, § 21-80 (b) (1) (C) specifies that a park owner may dispossess a resident who is in "[m]aterial noncompliance . . . with the rental agreement or with rules or regulations adopted under section 21-70 . . . ." In other words, to evict residents who own their own mobile home on the basis of noncompliance with the rental agreement or park rules and regulations, such noncompliance must be at least material.

Because § 21-80 (b) (1) (C) already requires a showing of material noncompliance with the rental agreement to justify an eviction, the legislature must have intended § 21-80a (b) (1) to contemplate an addi-

tional requirement, such that the exception would encompass some, but not all, conduct that is in material noncompliance with the lease. Otherwise, the protection that arises upon engaging in one of the activities specified in § 21-80a (a) would be rendered a nullity with respect to residents who own their own mobile home.[8]

To determine the scope of § 21-80a (b) (1), we turn to the requirement that a park owner show that the resident is "using the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement . . . ." "[W]e are mindful that [i]t is a basic tenet of statutory construction that the legislature [does] not intend to enact meaningless provisions. . . . [I]n construing statutes, we presume that there is a purpose behind every sentence, clause, or phrase used in an act and that no part of a statute is superfluous. . . . Because [e]very word and phrase [of a statute] is presumed to have meaning . . . [a statute] must be construed, if possible, such that no clause, sentence or word shall be superfluous, void or insignificant." (Internal quotation marks omitted.) *Connecticut Podiatric Medical Assn.* v. *Health Net of Connecticut, Inc.*, 302 Conn. 464, 474, 28 A.3d 958 (2011). Although neither § 21-80a nor the Mobile Manufactured Home Parks Act, of which § 21-80a is a part, defines the meaning of the phrase "using the dwelling unit or the premises," the rule against superfluity prohibits us from according such a broad interpretation to § 21-80a (b) (1) that the phrase is rendered meaningless. For instance, a broad interpretation of § 21-80a (b) (1)—permitting eviction, notwithstanding a resident's protected conduct, whenever the resident has violated any term of the rental agreement—would read the language "using the dwelling unit or the premises" out of the statute. The provision would have the same meaning and effect as an exception that stated simply that a park owner could maintain a summary process action "if the resident is in violation of the rental agreement."

Accordingly, we look to the definition of the term "using" in order to give independent meaning to this language. "In the construction of the statutes, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases, and such as have acquired a peculiar and appropriate meaning in the law, shall be construed and understood accordingly." General Statutes § 1-1 (a). "To ascertain the commonly approved usage of a word, we look to the dictionary definition of the term." (Internal quotation marks omitted.) *Mayfield* v. *Goshen Volunteer Fire Co.*, 301 Conn. 739, 746, 22 A.3d 1251 (2011). The verb to "use" means "to put into action or service . . . [to] employ . . . ." Merriam-Webster's Collegiate Dictionary (11th Ed. 2011). As a transitive verb, it requires and places emphasis on an object. Focus on the object—in this case, the dwelling unit or premises—

is therefore critical to giving full effect to the term using. Thus, we conclude that § 21-80a (b) (1) encompasses material violations of lease provisions that regulate the use of the dwelling unit or premises. In contrast, material violations of provisions that do not entail the active employment of the property would not fall within the exception.[9] The legislature reasonably could have determined that a park owner should be permitted to maintain a summary process action in spite of a resident's protected conduct in these circumstances because such a use of the premises, unlike other conduct that may constitute material noncompliance with the rental agreement, could affect the safety and welfare of other residents.

"Purpose," in turn, means "something set up as an object or end to be attained . . . ." Id. The language "purpose which is in violation of the rental agreement"; General Statutes § 21-80a (b) (1); indicates that the end obtained by the resident's use of the premises must constitute a violation of the lease.

Although we agree with the defendants that the Appellate Court's interpretation of § 21-80a (b) (1) was overinclusive, we disagree with the defendants' narrow interpretation, limiting the exception to cases where there is "an overall improper use of the dwelling unit or the premises for a purpose in violation of the lease." We are mindful that "remedial statutes should be construed liberally in favor of those whom the law is intended to protect"; *Dysart Corp.* v. *Seaboard Surety Co.*, 240 Conn. 10, 18, 688 A.2d 306 (1997); and, accordingly, that exceptions therefrom should be construed narrowly. Insofar as this court has recognized that the General Assembly enacted statutes regulating mobile home parks to protect mobile home residents from park owners' abuses; see *Eamiello* v. *Liberty Mobile Home Sales, Inc.*, 208 Conn. 620, 647, 546 A.2d 805 (1988) ("[P]ark owners have a monopoly and as we have seen throughout our society monopolies often result in abuses. . . . [This bill] helps the people who live in these mobile home parks . . . ." [Internal quotation marks omitted.]), appeal dismissed, 489 U.S. 1002, 109 S. Ct. 1104, 103 L. Ed. 2d 169 (1989); 15 H.R. Proc., Pt. 4, 1972 Sess., pp. 1707–1708, remarks of Representative Richard A. Dice; this remedial purpose must be balanced against the rights and duties of a park owner. For instance, the owner has a right to expedient summary process; see *Young* v. *Young*, 249 Conn. 482, 492, 733 A.2d 835 (1999) (referring to "right to expedient summary process" pursuant to Landlord and Tenant Act); and a duty to maintain the park in a safe and habitable condition for all of the park's residents. See, e.g., General Statutes § 21-82 (a).[10] We believe that our interpretation of § 21-80a strikes the proper balance between the rights and duties of both parties. It provides adequate protection to residents who have engaged in activities enumerated by § 21-80a (a) while preserving the park

owner's statutory remedy of summary process in those cases in which the residents' actions may affect the safety and welfare of other residents. Alternatively, under the defendants' interpretation, a resident who has engaged in protected conduct could materially violate the lease without fear of being subject to eviction for a six month period, regardless of the burdens that that conduct could place on the owner and other park residents.

In sum, we disagree with the Appellate Court's determination that § 21-80a (b) (1) is ambiguous and that a broad interpretation is necessary to balance the interests of park owners and residents. On the contrary, when a resident contends that § 21-80a (a) bars a summary process action brought pursuant to § 21-80 (b) (1) (C), we conclude that the park owner may maintain such action nevertheless by establishing that the resident is: (1) in material noncompliance with the lease; and (2) using the premises for a purpose that violates the rental agreement. Accordingly, we conclude that the Appellate Court improperly interpreted § 21-80a (b) (1) broadly to allow a park owner to dispossess a resident whose conduct was merely "in violation of a material provision of the rental agreement." *Fairchild Heights, Inc.* v. *Dickal*, supra, 118 Conn. App. 175.

With this interpretation of § 21-80a (b) (1) in mind, we turn to the merits of the claim that the defendants were "using the dwelling unit or the premises . . . for a purpose which [was] in violation of the rental agreement," by parking excess vehicles on the premises. First, we observe that the plaintiff initiated the present summary process action on the basis of material noncompliance with the rental agreement, as permitted by § 21-80 (b) (1) (C). In rendering judgment of possession in favor of the plaintiff, the trial court necessarily found that the defendants' conduct constituted material noncompliance, and the defendants did not appeal this part of the trial court's decision.

Second, although the trial court did not expressly determine whether parking excess vehicles on one's lot constituted, pursuant to § 21-80a (b) (1), a "[use of] the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement" as we interpret it, we believe that the trial court's findings compel the conclusion that the defendants' violation did indeed fall within this subdivision of § 21-80a (b). In particular, the trial court found that the rental agreement limited the number of motor vehicles on each mobile home lot to two vehicles before the imposition of an additional fee. The court also found that the defendants violated this provision by continually parking three or four vehicles on the premises[11] over the course of several years without ever paying the requisite fee. Additionally, the trial court recognized that a park owner has a genuine need to control the number of vehicles in the park, explaining

that "[e]xcess vehicles are commonly parked on common property or impinge upon the roads throughout the park making snow removal and maintenance difficult." Thus, it is clear that the defendants were using their lot for the purpose of parking additional vehicles, which was a material violation of the terms of the rental agreement.

On the basis of these findings, we conclude that the defendants were: (1) in material noncompliance with the lease; and (2) "using the dwelling unit or the premises . . . for a purpose which [was] in violation of the rental agreement . . . ." General Statutes § 21-80a (b) (1). Although our interpretation of the relevant statutory language differs from that of the Appellate Court, even under our narrower interpretation, the Appellate Court's ultimate conclusion that the defendants' violation was encompassed by § 21-80a (b) was proper.

The judgment of the Appellate Court is affirmed.

In this opinion ROGERS, C. J., and NORCOTT and ZARELLA, Js., concurred.

[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. . . ."

Although § 21-80a was the subject of certain technical amendments in 2007; see Public Acts 2007, No. 07-217, § 90; those amendments have no bearing on this appeal. In the interest of simplicity, we refer herein to the current revision of the statute.

[2] The initial question certified to this court, as well as lower court decisions, have referred to the protection offered by § 21-80a as a rebuttable presumption of retaliation. See, e.g., *Correa* v. *Ward*, 91 Conn. App. 142, 146, 881 A.2d 393 (2005) (construing analogous language in General Statutes §§ 47a-20 and 47a-20a of the Landlord and Tenant Act, General Statutes § 47a-1 et seq.).

[3] We granted the defendants' petition for certification, limited to the following issue: "Did the Appellate Court properly interpret . . . § 21-80a (b) (1) as permitting a property owner to avoid the presumption of retaliatory eviction when its summary process action is based on resident conduct that is in violation of a material provision of the rental agreement?" *Fairchild Heights*, *Inc.* v. *Dickal*, 295 Conn. 908, 989 A.2d 602 (2010). After oral argument before this court, we directed the parties to submit supplemental briefs addressing the following issue: "Did the trial court properly determine

that the defendants failed to establish a presumption of retaliatory eviction pursuant to . . . § 21-80a?"

[4] Paragraph 12 of the lease agreement addressed the issue of a holdover tenancy and provides in relevant part: "In the event that the [r]esident shall at any time hold over the premises beyond the original term of the lease, such holding over shall be on all the same terms and conditions contained in this lease . . . ."

[5] "At the time of the present summary process action, the residents association's lawsuit was pending in the trial court." *Fairchild Heights, Inc.* v. *Dickal*, supra, 118 Conn. App. 166 n.2.

[6] The defendants asserted that Nancy Dickal's involvement in the following activities triggered § 21-80a (a), thereby barring the plaintiff's summary process action: (1) the formation of the residents association; (2) the residents association's action against the plaintiff; and (3) good faith complaints filed with government agencies. Because we, like the Appellate Court, conclude that the exception under § 21-80a (b) (1) would permit the plaintiff to maintain the present summary process action even if the defendants had engaged in protected conduct, we need not reach the question of whether any of these activities would in fact satisfy § 21-80a (a).

[7] General Statutes § 21-80 (b) provides in relevant part: "(1) 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:

"(A) Nonpayment of rent, utility charges or reasonable incidental services charges;

"(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;

"(D) Failure by the resident to agree to a proposed rent increase, provided the owner has complied with all provisions of subdivision (5) of this subsection; or

"(E) A change in the use of the land on which such mobile manufactured home is located, provided all of the affected residents receive written notice (i) at least three hundred sixty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot if such notice is given before June 23, 1999, or (ii) at least five hundred forty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot if such notice is given on or after June 23, 1999, regardless of whether any other notice under this section or section 21-70 has been given before June 23, 1999; provided nothing in subsection (f) of section 21-70, section 21-70a, subsection (a) of this section, this subdivision and section 21-80b shall be construed to invalidate the effectiveness of or require the reissuance of any valid notice given before June 23, 1999. . . ."

[8] Consideration of § 21-80a (b) (1) in relation to § 21-80 (b) (1) (C) shows that the Appellate Court's broad interpretation of § 21-80a (b) (1) would not afford any additional protection to mobile home owners who engage in activities protected under § 21-80a (a). Specifically, the Appellate Court would allow a park owner to evict a resident in spite of the resident's protected conduct upon a showing that the resident had violated a material term of the rental agreement. *Fairchild Heights, Inc.* v. *Dickal*, supra, 118 Conn. App. 173. If, however, the park owner had already established material noncompliance with the rental agreement to initiate the summary process action under § 21-80 (b) (1) (C) in the first instance, it follows a fortiori that such material noncompliance would also constitute a "violation of a material provision of the rental agreement"; id.; thereby satisfying § 21-80a (b) (1). In effect, the requirements of §§ 21-80a (b) (1) and 21-80 (b) (1) (C) would be coextensive.

[9] For example, the rental agreement in the present case requires residents to pay all applicable taxes and utility charges and to reimburse the owner if the owner is charged and to maintain liability insurance for the leased premises. It would strain the text of the statute to construe noncompliance with either of these provisions as a "[use of] the dwelling unit or the premises . . . for a purpose which is in violation of the rental agreement . . . ." General Statutes § 21-80a (b) (1). Accordingly, a resident who has engaged in conduct protected under § 21-80a (a) cannot be evicted for violating such provisions, even if the conduct is in material noncompliance with the

rental agreement.

[10] General Statutes § 21-82 provides in relevant part: "(a) At all times during the tenancy the owner shall . . .

"(6) Make all repairs and do whatever is necessary to put and keep the portion of the mobile manufactured home park that is not the responsibility of each resident in a fit and habitable condition . . .

"(7) Keep all common areas of the premises in a clean and safe condition . . .

"(13) Maintain any road within the park in good condition, [and] provide adequate space for parking of two cars for each lot . . . ."

[11] For purposes of § 21-80a, " '[p]remises' " is defined as "a dwelling unit and facilities and appurtenances therein and grounds, areas and facilities held out for the use of residents generally or whose use is promised to the resident . . . ." General Statutes § 21-64 (10). Thus, the fact that the trial court found that the defendants commonly parked their vehicles on the streets of the manufactured home park or on common property, and not solely on their own lot, does not remove their conduct from the operation of § 21-80a.