

## Massachusetts Appeals Court Reverses Judgment that Condominium Unit Easement Was Illegally Blocked

7.30.19

In *Chamberlain, et uno v. Badaoui, et uno*, White and Williams represented on appeal an individual and a limited liability company that had been found to have illegally blocked an easement that was the second means of egress from a commercial condominium unit located in Boston's Back Bay neighborhood, rendering the unit unusable. The judgment against the clients required them to unblock the easement and to pay damages and fees that, with post-judgment interest, far exceeded \$1 million. While the money judgment was problematic, the requirement to unblock the easement was a greater difficulty; the egress path required by the judgment ran right through another unit leased by a Wendy's restaurant, meaning that compliance would have been either impossible or sure to lead to a second lawsuit.

The judgment was based on determinations by the trial court that the condominium documents provided for both an express easement permitting the plaintiffs' unit to egress through the Wendy's-leased unit, and an implied easement by necessity to the same effect. The monetary components of the judgment reflected rents (multiplied based on a statutory claim) that the plaintiffs claimed they had lost because the unit, lacking an allegedly required second means of egress, allegedly was illegal and un-rentable.

On July 25, 2019, the Massachusetts Appeals Court issued a published opinion reversing the initial judgment and reinforcing the primacy of a unit owner's rights in the condominium unit. The court concluded that the condominium documents did not create an express easement, and that neither the statutory framework nor the condominium master deed authorized reading in an easement by necessity. The court concluded that the consequences of limitations on the rights of a unit, such as a lack of a second means of egress in violation of the building code, must fall on the purchaser of the unit rather than on another unit owner in the building. Having vacated the trial court's determinations on the existence of the easement(s), the Appeals Court proceeded to vacate the award of damages, inasmuch as it was premised on interference with an easement that, in fact, did not exist.

The defendants were represented by David Chaffin and Rachel Eisenhaure.