



HOUSING BOARD OF REVIEW  
**City of Burlington**

149 Church Street Room 11  
Burlington, Vermont 05401  
(802) 865-7122

**HOUSING BOARD OF REVIEW**  
**CITY OF BURLINGTON**  
**NOTICE OF DECISION**

Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

Please note that a person aggrieved by a decision of the Housing Board of Review is entitled to appeal to the Chittenden Superior Court. (See Housing Code Section 18-59 and Vermont Statutes Annotated, Title 24, Section 5006.) The court rules may require that such an appeal be commenced within thirty (30) days of the Board's Order.

Unless an appeal is taken, the Board's Order should be complied with before expiration of the thirty (30) day period.

DATED 10/23/19

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

Josh O'Hara  
Board Chair

cc: Rebecca Hall  
Handy Investment Group

**STATE OF VERMONT  
CHITTENDEN COUNTY, SS.**

**In re: Request for Hearing of REBECCA )  
HALL Regarding Withholding of ) CITY OF BURLINGTON  
Security Deposit by HANDY ) HOUSING BOARD OF REVIEW  
INVESTMENT GROUP for Rental Unit at)  
25 So. Willard Street, #3 )**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

The above-named hearing came before the Housing Board of Review on October 7, 2019. Board Chair Josh O'Hara presided. Board Members Patrick Kearney, Olivia Pena and Betsy McGavisk were also present. Petitioner Rebecca Hall was present and testified. Respondent Handy Investment Group was represented at the hearing by Joe Handy who testified.

Upon consideration of the evidence and the applicable law, the Board makes the following Findings of Fact, Conclusions of Law, and Order:

**FINDINGS OF FACT**

1. Respondent Handy Investment Group is the owner of a rental unit, 25 South Willard Street, #3, in the City of Burlington which is the subject of these proceedings. Joe Handy manages the property.
2. Petitioner Rebecca Hall moved into the rental unit on July 1, 2018. Monthly rent was \$1425.00.
3. The amount of the security deposit was \$1425.00: \$1,000.00 was paid by Champlain Valley Office of Economic Opportunity (CVOEO) and \$425.00 was paid by petitioner. Petitioner was to receive back her security deposit at the end of the lease minus any amounts withheld for damages.
4. The parties disputed the date on which petitioner vacated the apartment. Petitioner stopped living in the apartment on July 1, but she returned on July 2 to clean, shampoo the carpet and pick up a couple of items left behind. Respondent testified petitioner was out of the apartment on July 3. Petitioner did not return the keys to the apartment as she did not understand she was supposed to do that. The Board finds the date of vacating to be July 3, 2019.

5. On July 11, 2019, respondent sent petitioner a written statement in accordance with ordinance requirements. The statement itemized deductions of \$312.91 from the deposit. Respondent returned \$269.62 of the deposit to petitioner and \$844.61 of the deposit to CVOEO. Interest in the amount of \$2.14 was credited to the deposit.

6. Petitioner disputed only the deduction of \$137.91 from the deposit for 3 days of rent in July. Petitioner argued she did not live in the apartment after July 1 so she should not be charged for rent for July 2 and 3. Respondent testified she vacated the apartment on July 3 so he was entitled to rent for 3 days in July.

### **CONCLUSIONS OF LAW**

7. The City of Burlington's security deposit ordinance, Minimum Housing Code Sec. 18-120, took effect April 10, 1986 and governs any rental arrangements for dwelling units in the City of Burlington entered into or renewed after that date.

8. The State of Vermont's Landlord and Tenant Act, now codified at 9 V.S.A. Sec. 4451-68, applies to rental agreements for residential property entered into, extended or renewed on or after July 1, 1986. Its terms are to "be implied in all rental agreements" to which it is applicable. 9 V.S.A. Sec. 4453.

9. Under the city ordinance, as well as state law (the terms of which must be implied in the parties' rental agreement), a landlord must return the security deposit to a tenant within 14 days from the date on which the tenant vacated or abandoned the dwelling unit, with a written statement itemizing any deductions. City ordinance also provides that the written statement must inform the tenant of the opportunity to request a hearing before the Burlington Housing Board of Review within 30 days of receipt of the landlord's written statement. Minimum Housing Code Sec. 18-120(c). The statement and any payment must be hand-delivered or sent by mail. Minimum Housing Code Sec. 18-120(c). If a landlord fails to return the deposit with a statement within 14 days, the landlord forfeits the right to withhold any portion of the security deposit. See, Minimum Housing Code Sec. 18-120(c) and 9 V.S.A. Sec. 4461(e). Proper notice was provided.

10. Based on the evidence, the Board concludes the deduction for unpaid rent (the only deduction in dispute) was reasonable. Respondent withheld \$137.91 for 3 days of rent in July, 2019. The Board found the date of vacate to be July 3 so it was reasonable for respondent to withhold \$137.91 for unpaid rent for July 2019.

**ORDER**

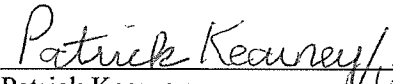
Accordingly, it is hereby ORDERED:


11. Petitioner Rebecca Hall's request for relief is DENIED.

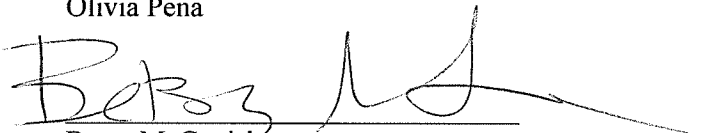
DATED at Burlington, Vermont this 23<sup>rd</sup> day of October, 2019.

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

  
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Josh O'Hara

  
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Patrick Kearney

  
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Olivia Pena

  
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Betsy McGavisk