

**CITY OF BURLINGTON, VERMONT  
HOUSING BOARD OF REVIEW**

**In re: Request for Hearing of SHIRLEY LOGAN )  
Regarding Withholding of Security )  
Deposit by PEARL STREET HOUSING ) Security Deposit Appeal  
VENTURE for Rental Unit at 90 Pearl )  
Street, Apt. 205 )**

**DECISION AND ORDER**

The above-named hearing came before the Housing Board of Review on June 7, 2021; the hearing was held virtually via Zoom. Board Chair Josh O’Hara presided. Board Members Betsy McGavisk, Olivia Pena and Charlie Gliserman were also present. Petitioner Shirley Logan was present and testified. Respondent Pearl Street Housing Venture was represented at the hearing by Rick Bove and Deb McCaffrey, both of whom testified. Also appearing and testifying as witnesses were Sarah Dopp, Rev. Karen Mendes, Georgia Rosenberg and Ken Bridges.

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 Pearl Street Housing Venture is the owner of a rental unit, 90 Pearl Street, Apt. 205, in the City of Burlington which is the subject of these proceedings. Rick Bove and Deb McCaffrey manage the property.
2. Petitioner Shirley Logan moved into the rental unit on February 1, 2019 under the terms of a written lease. Monthly rent was \$1089.00.
3. Petitioner paid a security deposit of \$1,089.00 to respondent. Petitioner was to receive back her security deposit at the end of the lease minus any amounts withheld for damages.
4. Petitioner vacated the apartment on March 31, 2021.
5. On April 5, 2021, respondent sent petitioner a statement of deductions from the

security deposit in accordance with ordinance requirements. Said statement itemized deductions totaling \$980.00. Respondent returned \$111.17 of the deposit to petitioner. Petitioner disputed all the deductions.

6. Interest in the amount of \$2.17 was credited to the deposit.

7. Both parties testified with respect to the replacement of 2 mini blinds which appeared as a \$30 deduction on the itemized statement. Deb McCaffrey testified the blinds were broken and needed to be replaced; the damage occurred during petitioner's tenancy. Petitioner testified the blinds were broken after the windows covering them were repaired by respondent.

8. Both parties testified with respect to cleaning which appeared as a \$100 deduction on the itemized statement. Rick Bove and Deb McCaffrey testified that their cleaners spent 8 hours cleaning the apartment which consisted of general cleaning, washing floors, cleaning the oven and refrigerator and cleaning the baseboards; respondent only deducted 4 hours of cleaning from the deposit. Petitioner testified she cleaned everything before she moved out. Sarah Dopp witnessed petitioner doing a lot of cleaning before she moved out; she saw petitioner sweeping and vacuuming, and cleaning the kitchen sink, refrigerator and counters. Ms. Dopp believed petitioner left the apartment in good order. Ken Bridges, petitioner's current property manager, attested to how clean and well-kept petitioner keeps her apartment. Photos submitted by respondent indicate the oven door and one of the refrigerator shelves needed some additional cleaning.

9. Both parties testified with respect to the replacement of the carpet which appeared as an \$850.00 deduction on the itemized statement. Deb McCaffrey testified that the carpet was in terrible condition when petitioner moved out of the apartment; she described the stains as being excessive and in the middle of the carpet. According to Deb McCaffrey, the carpet could not be

cleaned and needed to be replaced. The cost to replace the carpet was \$850.21. Petitioner testified the carpets were not damaged by her. However, petitioner testified she did not shampoo the carpets because one of respondent's workers told her a new carpet was being installed in the apartment. Rick Bove and Deb McCaffrey testified there were no plans to replace the carpet. The carpet was not new when petitioner moved into the unit, but neither Mr. Bove nor Ms. McCaffrey knew the age of the carpet. Sarah Dopp described the carpet as clean, but used. Karen Mendes saw the carpet when petitioner moved into the unit and described it as fine, but not fancy. Georgia Rosenberg testified that the carpet looked like stretched canvas, not carpeting; Ms. Rosenberg stated there was no pad under the carpet. The photos of the carpet submitted by Rick Bove do not show excessive stains; there are what look to be pulls in the carpet material.

### **Conclusions of Law**

10. 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.

11. 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.

12. 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). Proper notice was provided.

13. Based on the evidence and testimony, the Board concludes the deductions for the mini blinds and carpet were not proper. The damage to the blinds was not attributable to petitioner; the damage occurred when respondent had the windows fixed. With respect to the carpet, the Board concludes it was not damaged by petitioner; the carpet was worn as a result of normal wear and tear.

14. Based on the evidence and testimony, the Board concludes a reasonable deduction for cleaning was \$25.00. Petitioner cleaned the apartment before she moved out, but the oven door and one shelf of the refrigerator needed additional cleaning.

#### **Order**

Accordingly, it is hereby ORDERED:

15. Petitioner Shirley Logan is entitled to recover from respondent Pearl Street Housing Venture the following amounts:

a) \$955.00 of the principal amount of the security deposit improperly withheld after April 14, 2021; and

b) Additional interest of \$0.006 per day from April 15, 2021 until such date as the amount improperly withheld is returned to petitioner.

DATED at Burlington, Vermont this 14<sup>th</sup> day of July, 2021.

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara  
Josh O'Hara

/s/ Charlie Gliserman  
Charlie Gliserman

/s/ Betsy McGavisk  
Betsy McGavisk