



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 11/7/18

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

Josh O'Hara
Board Vice Chair

cc: Jill Smith & Johnathan Patterson
32-38 Grant St LLC, c/o Hinsdale Properties

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

In re: Request for Hearing of JILL SMITH)
And JOHNATHAN PATTERSON) CITY OF BURLINGTON
Regarding Withholding of Security) HOUSING BOARD OF REVIEW
Deposit by 32-38 GRANT ST LLC for)
Rental Unit at 36 ½ Grant Street)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on October 15, 2018. Board Vice Chair Josh O’Hara presided. Board Members Patrick Kearney and Steven Goodkind were also present. Petitioner Jill Smith was present and testified. Respondent 32-38 Grant St LLC was represented at the hearing by Laura Hinsdale, Jacob Hinsdale and Will Howard from Hinsdale Properties.

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 32-38 Grant St LLC is the owner of a rental unit, 36 ½ Grant Street, in the City of Burlington which is the subject of these proceedings. Hinsdale Properties manages the property.
2. Petitioners Jill Smith and Johnathan Patterson moved into the rental unit under the terms of a written lease which ran from May 30, 2017 to August 23, 2018. Monthly rent was \$1400.00.
3. Petitioners paid a security deposit of \$1400.00 to respondent. Petitioners were to receive back their security deposit at the end of the lease minus any amounts withheld for damages.
4. Petitioners vacated the apartment on August 23, 2018.
5. On August 28, 2018, respondent sent petitioners a written statement in accordance with ordinance requirements. Said statement itemized damages totaling \$380.47. Interest in the amount of \$0.35 was credited to the deposit.
6. Both parties testified concerning kitchen and oven cleaning which appeared as a \$120 deduction on the itemized statement. The oven and appliances needed some cleaning and the walls, ceilings and cabinets needed to be washed due to grease and smoke residue on them. A total of 3 hours

was spent cleaning the kitchen. Petitioner testified that she did not believe 3 hours of cleaning was required; she believed the apartment was left in decent condition. Petitioner acknowledged that underneath the refrigerator and stove needed to be cleaned.

7. Both parties testified with respect to cleaning grease from the stairs and concrete which appeared as a \$40.00 deduction on the itemized statement. The exterior stairs and concrete were pressure washed due to grease on them from petitioner's grill. The grease stains occurred just after petitioner moved out and moved the grill from the porch and down the stairs. Petitioner testified the stairs were used by others so did not believe she caused all the damage.

8. Both parties testified with respect to the bedroom wall repair which appeared as a \$50.00 deduction on the itemized statement. There were tack and pin holes all over the walls in one of the bedrooms which needed to be spackled, sanded and painted to repair the damage. It took 1 hour of time to repair the damage. Petitioner did not deny that there were tack and pin holes, but claimed she spackled and sanded them.

9. Both parties testified with respect to cleaning the bedroom and bathroom which appeared as an \$80.00 deduction on the itemized statement. The walls in the bathroom and bedroom needed to be washed due to smoke residue on them. The bathroom needed to be wiped down and the floors needed to be cleaned. Petitioner testified she mopped, cleaned and wiped down the bathroom.

10. Petitioner did not dispute the deduction of \$50.00 to repair 2 screens.

CONCLUSIONS OF LAW

11. 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.

12. 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.

13. 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.

14. Based on the evidence and testimony, the Board concludes all the deductions itemized on the written statement were reasonable. The repairs and cleaning done by respondent were a result of damages attributed to petitioner.


ORDER


Accordingly, it is hereby ORDERED:

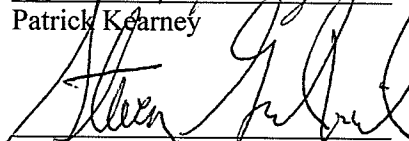
15. Petitioners' Jill Smith and Johnathan Patterson request for relief is DENIED.

Dated at Burlington, Vermont this 7th day of November, 2018.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Josh O'Hara


Patrick Kearney


Steven Goodkind