



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 5/14/22

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara
Board Chair

cc: Carolynne Tropepe
Dennis Rouille

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

**In re: Request for Hearing of Carolynne)
Tropepe Regarding Withholding of) Security Deposit Appeal
Security Deposit by Dennis & Kim Rouille)
For Rental Unit at 227 N. Willard St,)
Unit 2)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on April 18, 2022; the meeting was held remotely via Zoom. Board Chair Josh O’Hara presided. Board Members Betsy McGavisk, Charlie Gliserman, Evan Litwin and Olivia Taylor were also present. Petitioner Carolynne Tropepe was present and testified. Respondents Dennis and Kim Rouille were also present and 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. Respondents Dennis and Kim Rouille are the owners of a rental unit, 227 North Willard Street, Unit 2, in the City of Burlington which is the subject of these proceedings.
2. Petitioner Carolynne Tropepe moved into the rental unit with a written lease which ran from July 1, 2021 to May 31, 2022. Monthly rent was \$1600.00.
3. Petitioner paid a security deposit of \$1600.00 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 January 31, 2022, but did not return the keys to the apartment until early February.

5. On February 14, 2022, respondents sent a written statement to petitioner, in accordance with city ordinance, itemizing deductions from the security deposit. The statement itemized 2 deductions: nonpayment of rent in the amount of \$1600.00 and cleaning charges in the amount of \$562.50.

6. Interest was not credited to the deposit.

7. Petitioner did not dispute that she agreed to the withholding of her deposit for last month's rent; she requested that she be allowed to use the deposit for last month's rent. However, she read the itemized statement to mean that she was being charged an additional \$1600.00. According to the itemized statement and respondents' testimony, the deposit was used for last month's rent; there is no additional charge of \$1600.00. However, respondents claim that they are owed \$562.50 for cleaning in the apartment since the deposit was used for last month's rent.

8. The Board makes no findings or conclusions with respect to the cleaning charges.

Conclusions of Law

9. 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.

10. 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.

11. 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 to the last-known address of the tenant, which may be the address of the rental unit if no forwarding address is provided. 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.

12. Petitioner did not dispute that the withholding of her security deposit for unpaid rent was proper. She requested that the deposit be used for last month's rent, and that's what happened. That agreement was reflected in respondent's itemized statement of deductions. As the Board only has jurisdiction over the security deposit (and petitioner agrees it was properly withheld), we make no further findings or conclusions, specifically, with respect to the deduction for cleaning.

13. Petitioner is entitled to recover interest on the security deposit. Minimum Housing Code Sec. 18-120(c). The Housing Code requires that the security deposit be held by the owner in an interest-bearing account with an interest rate equivalent to a current Vermont bank passbook savings account. Sec. 18-120(a). The Board applies the interest rate currently found in most bank passbook savings accounts – 0.25% simple annual interest.

Order

Accordingly, it is hereby ORDERED:

14. Petitioner is entitled to recover interest in the amount of \$2.15 on the security deposit for the period July 1, 2021 to January 31, 2022.

DATED at Burlington, Vermont this 5th day of May, 2022.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara

/s/ Betsy McGavisk
Betsy McGavisk

/s/ Charlie Gliserman
Charlie Gliserman

/s/ Evan Litwin
Evan Litwin

/s/ Olivia Taylor
Olivia Taylor