



**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**

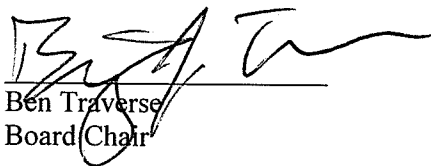
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 5/17/16

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

  
Ben Traverse  
Board Chair

cc: Fareed Abdullahi  
BPJS Management LLC

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

**In re: Request for Hearing of FAREED )  
ABDULLAHI Regarding Withholding of ) CITY OF BURLINGTON  
Security Deposit by BPJS ) HOUSING BOARD OF REVIEW  
MANAGEMENT LLC for Rental Unit at )  
214 North Avenue, Apt. A )**

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

The above-named hearing came before the Housing Board of Review on April 18, 2016. Board Chair Ben Traverse presided. Board Members Jason L'Ecuyer and Patrick Kearney were also present. Petitioner Fareed Abdullahi was present and testified. Respondent BPJS Management LLC was represented at the hearing by Brennan Kelley from Bissonette 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 BPJS Management LLC is the owner of a rental unit, 214 North Avenue, Apt. A, in the City of Burlington which is the subject of these proceedings. Bissonette Properties manages the property.
2. Petitioner Fareed Abdullahi moved into the rental unit on October 1, 2010 under the terms of a written lease. At the expiration of the initial lease term, the tenancy reverted to a month to month lease. Monthly rent at the end of the tenancy was \$975.00.
3. Petitioner paid a security deposit of \$781.00 to respondent. Petitioner was to receive back his security deposit at the end of the lease minus any amounts withheld for damages.
4. Petitioner vacated the apartment on January 9, 2016.
5. On January 19, 2016, respondent sent a written statement, by certified mail, to petitioner in accordance with ordinance requirements. The statement did not reach petitioner immediately because

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). Here, proper notice was provided.

12. Based on the evidence and testimony, the Board concludes the deductions for trash and unpaid rent were proper. Petitioner did not dispute the deduction for trash removal. With respect to unpaid rent, city ordinance requires a tenant to provide written notice of termination of a month-to-month tenancy at least 2 rental payment periods in advance of the termination date specified in the notice. Minimum Housing Code Sec. 18-29a(b). Petitioner provided notice on December 7, 2015 that he was moving out on January 8, 2016. Due to the insufficient notice, respondent was unable to rent the apartment until February 1, 2016. Consequently, the Board concludes the deduction was proper.

13. As the deductions for trash removal and unpaid rent are in excess of the amount of the security deposit plus interest, the Board concludes the withholding of the entire deposit, including interest, was proper.


**ORDER**


Accordingly, it is hereby ORDERED:

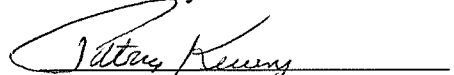
14. Petitioner Fareed Abdullahi's request for relief is DENIED.

DATED at Burlington, Vermont this 17<sup>th</sup> day of May, 2016.

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

  
Ben Traverse

  
Jason L'Ecuier

  
Patrick Kearney