



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

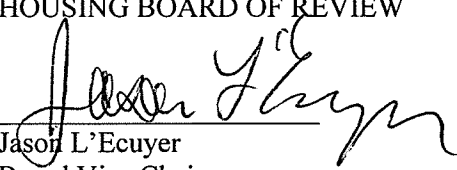
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 10/6/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW



Jason L'Ecuyer
Board Vice Chair

cc: Brock Bell
BPJS Management LLC

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

**In re: Request for Hearing of BROCK BELL)
 Regarding Withholding of Security) CITY OF BURLINGTON
 Deposit by BPJS MANAGEMENT LLC) HOUSING BOARD OF REVIEW
 for Rental Unit at 50 LAFOUNTAIN ST)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on August 18, 2015. Jason L'Ecuyer presided. Board Members Loyal Ploof, Patrick Kearney and Ben Traverse were also present. Petitioner Brock Bell was present via telephone and testified. Respondent BPJS Management, LLC was represented by Christine Bissonette, who testified on behalf of respondent and presented two additional witnesses in further support of respondent's defense.

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, 50 Lafountain Street, in the City of Burlington, which is the subject of these proceedings.
2. On July 24, 2013, petitioner and other roommates moved into the unit, with all eventually moving out between May 24, 2015 and May 27, 2015.
3. Petitioner and three (3) other roommates signed the lease with respondent and paid a combined security deposit of \$2600.00. Petitioner and roommates were to receive back their security deposit at the end of the lease minus any amounts withheld for damages.
4. Following the move out, petitioner received an itemized list of damages and deductions from respondent on June 11, 2015, which was mailed on June 8, 2015.
5. Petitioner claims the mailing did not meet the "14 day rule" because it was not received until June 11, 2015. The Board considers the notice requirement to have been met on the day of mailing,

however. Because petitioner's roommates did not completely vacate the rental unit until May 27, 2015, the "14 day rule" period did not commence until that point.

6. Petitioner also claims the itemized list of damages and deductions to the security deposit, including cleaning expenses, were not reasonable or accurate, and nor was a final inspection completed by respondent. However, petitioner was not in Burlington at the time of the move out inspection and as such, could not say who was at the move out inspection. Moreover, respondent's testimony that one or more of its employees was in fact present for the move out inspection which was the basis for the itemized list of damages and deductions, was credible and the Board so finds.

7. Respondents returned to petitioner \$1442.04, including accrued interest, along with the itemized list of deductions. The total amount of deductions from the security deposit was \$1205.66.

CONCLUSIONS OF LAW

8. 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.

9. 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.

10. 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).

11. 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). In the present case, timely notice was provided and the itemized damages and list of corresponding deductions to the security deposit were reasonable.

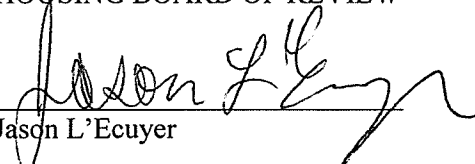
ORDER

Accordingly, it is hereby ORDERED:

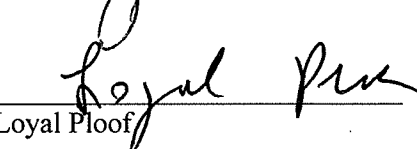
12. Petitioner's claim for a return of all or a portion of the security deposit withheld by respondent is hereby DENIED.

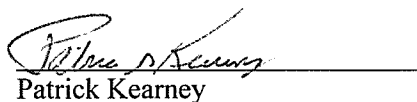
DATED at Burlington, Vermont this 6th day of October, 2015.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Jason L'Ecuyer


Ben Traverse


Loyal Ploof


Patrick Kearney