



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

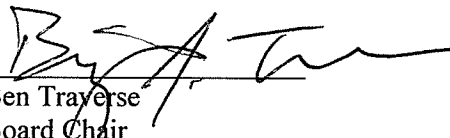
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 4/17/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Traverser
Board Chair

cc: Anna Bromley & Peter Hipko
David & Maureen Marble

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

**In re: Request for Hearing of PETER HIPKO)
And ANNA BROMLEY Regarding) CITY OF BURLINGTON
Withholding of Security Deposit by) HOUSING BOARD OF REVIEW
DAVID and MAUREEN MARBLE for)
Rental Unit at 11 Clymer St, Apt. 2)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on October 19, 2015. Board Chair Ben Traverse presided. Board Members Kirstin Daigle, Loyal Ploof, Jason L'Ecuyer and Patrick Kearney were also present. Petitioners Anna Bromley and Peter Hipko were present and testified. Respondent David Marble was 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 David and Maureen Marble are the owners of a rental unit, 11 Clymer Street, Apt. 2, in the City of Burlington which is the subject of these proceedings.
2. Petitioners Anna Bromley and Peter Hipko moved into the rental unit on September 1, 2013 under the terms of a written lease. Monthly rent was \$750.00.
3. Petitioners paid a security deposit of \$750.00 to respondents. 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 May 27, 2015.
5. On June 5, 2015, respondents' property manager sent a statement to petitioners informing them that \$250.00 of the security deposit was being withheld. Petitioners had agreed to the fee in return for early termination of their lease. The statement indicated respondents would send a check for \$500.04 (including \$0.004 in interest) directly to them.

6. On June 23, 2015, respondents' property manager sent a revised statement to petitioners informing them that an additional \$173.33 was being withheld for damage to smoke detectors. Again, the statement indicated that respondents would return \$326.71 of the deposit directly to them. Petitioners received a check sometime after that. Petitioners disputed the deduction of \$173.33.

CONCLUSIONS OF LAW

7. 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.

8. 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.

9. 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).

10. Petitioners vacated the apartment on May 27, 2015. Consequently, respondents were required to return the deposit with a written statement itemizing any deductions by June 10, 2015. Respondent sent 2 statements to petitioners – one on June 5, 2015 and a revised one on June 23, 2015. The June 5 statement was timely, but the June 23 statement was not. As the June 23 statement was not

timely, the Board concludes respondents forfeited the right to withhold any money for the smoke detectors.

ORDER

Accordingly, it is hereby ORDERED:

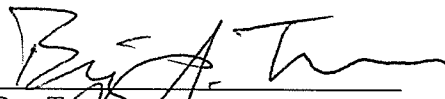
11. Petitioners Anna Bromley and Peter Hipko are entitled to recover from respondents David and Maureen Marble the following amounts:

a) \$173.33 of the principal amount of the security deposit improperly withheld after June 10, 2015; and

b) Additional interest of \$0.001 per day from June 11, 2015 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 17th day of November, 2015.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW



Ben Traverser

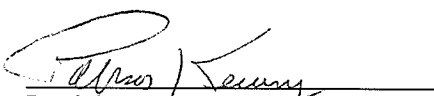


Jason L. Ecuier



Kirstin Daigle

Loyal Ploof



Patrick Kearney