



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

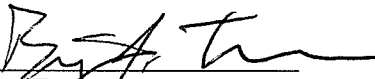
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 11/16/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW



Ben Traverse
Board Chair

cc: Patrick Crowley
237 Maple LLC

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

**In re: Request for Hearing of PATRICK)
CROWLEY Regarding Withholding of) CITY OF BURLINGTON
Security Deposit by 237 MAPLE LLC) HOUSING BOARD OF REVIEW
for Rental Unit at 237 Maple St, Unit 1)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on November 2, 2015. For purposes of expedition, Board Members Kirstin Daigle and Patrick Kearney were appointed Hearing Officers to hear and decide the above-referenced matter. Petitioner Patrick Crowley testified via telephone conference call. Respondent 237 Maple LLC was represented at the hearing by Sheila Jacobs.

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 237 Maple LLC is the owner of a rental unit, 237 Maple Street, Unit 1, in the City of Burlington which is the subject of these proceedings. Sheila Jacobs manages the property
2. Petitioner Patrick Crowley moved into the rental unit on May 2, 2015 with a lease which ran from May 1, 2015 to May 31, 2016. Petitioner rented the apartment with Gilbert Pettingell; petitioner and Mr. Pettingell were jointly and severally liable under the lease. Monthly rent was \$1700.00.
3. Petitioner paid a security deposit of \$850.00 (one half of the \$1700.00 security deposit under the terms of the lease). 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 July 20, 2015 with no prior notice to respondent due to problems in his living situation with Gilbert Pettingell. On July 20, petitioner notified Sheila Jacobs that he had moved out of the apartment.
5. On August 27, 2015, respondent sent a written statement to petitioner's forwarding address, by certified mail, in conformance with ordinance requirements. Said statement informed petitioner that

\$637.50 was being withheld from the deposit for unpaid rent. The amount of the security deposit returned to petitioner was \$213.50.

6. Interest in the amount of \$1.00 was credited to the deposit.

7. Both parties testified concerning the \$637.50 deduction for unpaid rent. Petitioner paid rent through the end of July, but did not pay any rent after that. Petitioner did not want to sublet his room in the apartment, but wanted the lease agreement to be terminated. Therefore, a new tenant was found for the apartment, and a new lease began on August 21, 2015. Respondent withheld \$637.50 of petitioner's deposit for the 3 weeks in August that he did not pay rent.

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). The statement and any payment must be hand-delivered or mailed. 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). Timely and proper notice was provided in this instance.

11. Based on the evidence, the Hearing Officers conclude the deduction of \$637.50 for unpaid rent was proper. Petitioner moved out of the apartment with no prior notice to respondent. A new tenant was found on August 21, 2015 and a new lease executed. It was proper to withhold a portion of petitioner's deposit for unpaid rent for August, 2015.

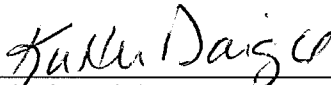
ORDER

Accordingly, it is hereby ORDERED:

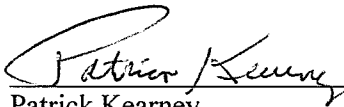
12. Petitioner Patrick Crowley's request for relief is DENIED.

DATED at Burlington, Vermont this 16th day of November, 2015.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW



Kirstin Daigle
Hearing Officer



Patrick Kearney
Hearing Officer