



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 8/19/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Kirstin Daigle
Board Chair

cc: William Huston
Rick Bove

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

**In re: Request for Hearing of WILLIAM)
HUSTON Regarding Withholding of) CITY OF BURLINGTON
Security Deposit by 64-66) HOUSING BOARD OF REVIEW
HUNGERFORD TERR LLC for Rental)
Unit at 66 Hungerford Terrace, #1)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on August 3, 2015. Board Chair Kirstin Daigle presided. Board Members Loyal Ploof, Jason L'Ecuyer and Patrick Kearney were also present. Petitioner William Huston was present and testified. Respondent 64-66 Hungerford Terrace LLC was represented at the hearing by Rick Bove. Also appearing and testifying as a witness was Sean Dolgin.

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 is the owner of a rental unit, 66 Hungerford Terrace, #1, in the City of Burlington which is the subject of these proceedings. Rick Bove manages the property.
2. Petitioner William Huston (and his 3 roommates) moved into the rental unit with a lease which ran from June 1, 2014 to May 31, 2015. Under the terms of the lease monthly rent was \$2700.00.
3. Petitioner and his roommates paid a security deposit of \$2700.00 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 May 31, 2015.
5. On June 13, 2015, Rick Bove sent a written statement, by certified mail, to one of petitioner's roommates in conformance with ordinance requirements. Said statement itemized deductions totaling \$2795.00. Interest in the amount of \$2.70 was credited to the deposit.

6. The statement of deductions did not inform petitioner of his right to request a hearing before this Board.

7. Both parties testified as to deductions made for cleaning expenses which totaled \$220.00 on the itemized statement. Respondent's statement indicated the stove, refrigerator and bathroom needed to be cleaned; in addition, the bedroom carpets needed to be cleaned. Petitioner cleaned the apartment before moving out and he left it in better condition than the way in which he received it. Petitioner scrubbed the floors, vacuumed and cleaned the bathroom, including cleaning the drains. There was no evidence presented by Rick Bove indicating the cleaning was normal wear and tear.

8. Both parties testified with regard to painting one of the bedroom's which totaled \$500.00 on the itemized statement. One of the bedrooms had soot on the ceiling and walls; as a result, the ceiling and walls needed to be washed and binned and painted. The size of the bedroom was approximately 12 feet x 12 feet. There were no invoices or receipts for the work.

9. Other deductions indicated in the written statement were not contested.

CONCLUSIONS OF LAW

10. 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.

11. 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.

12. 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 to the last-known address of the tenant. 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 notice was provided.

13. Based on the evidence, the Board concludes the deductions for cleaning the stove, refrigerator and bathroom were not proper. Petitioner cleaned those items before he moved out leaving them in better condition than when he moved into the apartment. Additionally, the Board concludes the deduction for cleaning the bedroom carpets was not proper; there was no receipts documenting that the carpets were cleaned:

14. Based on the evidence, the Board concludes the deduction for painting was proper. However, absent a receipt for the work that was done, the Board concludes a reasonable deduction for the work is \$350.00.

ORDER

Accordingly, it is hereby ORDERED:

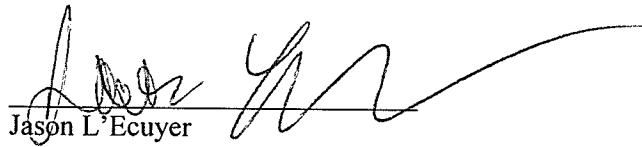
15. Petitioner William Huston is entitled to recover from respondent 64-66 Hungerford Terrace LLC the following amounts:

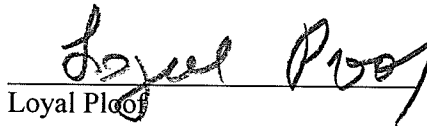
- a) \$370.00 of the principal amount of the security deposit withheld after June 14, 2015; and
- b) Additional interest of \$0.002 per day from June 15, 2015 until such date as the amount improperly withheld is returned to petitioner.

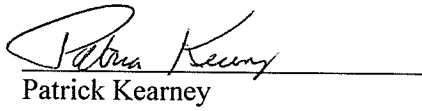
DATED at Burlington, Vermont this 19th day of August, 2015.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Kirstin Daigle


Jason L'Ecuyer


Loyal Ploof


Patrick Kearney