



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

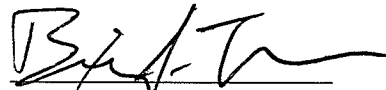
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 10/17/17

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW



Ben Traverse
Board Chair

cc: John Kanto
Hickok Place Trust

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

In re: Request for Hearing of JOHN KANTO)
Regarding Withholding of Security) CITY OF BURLINGTON
Deposit by HICKOK PLACE TRUST for) HOUSING BOARD OF REVIEW
Rental Unit at 23 Hickok Place)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on September 18, 2017. Board Chair Ben Traverse presided. Board Members Patrick Kearney, Steven Goodkind, Josh O’Hara and Alec Bauer were also present. Petitioner John Kanto was present and testified. Respondent Hickok Place Trust was represented at the hearing by Philip Aaron and Keith Aaron both of whom testified. Also appearing and testifying were Scarlett Molody, Ed Rich and Amy Domer.

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 Hickok Place Trust is the owner of a rental unit, 23 Hickok Place, in the City of Burlington which is the subject of these proceedings. Philip Aaron and Keith Aaron manage the property.
2. Petitioner John Kanto and 4 others moved into the rental unit with a lease which ran from June 1, 2016 to May 25, 2017. Monthly rent was \$3850.00.
3. Petitioner and his roommates paid a security deposit of \$3850.00 to respondent. Petitioner and his roommates were to receive back their security deposit at the end of the lease minus any amounts withheld for damages.
4. Petitioner vacated the apartment on May 25, 2017.
5. On June 2, 2017, respondent sent a written statement to petitioner itemizing deductions from the deposit, in accordance with ordinance requirements. Said statement itemized deductions totaling \$4,027.59. Interest in the amount of \$77.00 was credited to the deposit.

6. Both parties testified with respect to the deductions for cleaning: \$430.70 to steam clean the rugs, \$600.00 to have the house professionally cleaned and \$100.00 to clean and polyurethane the wood floors. Petitioner cleaned what he thought needed to be cleaned; he did not know why there was a deduction for the wood floor. The lease required the tenants to clean the premises, floors and carpets. Further, the lease provided that the landlord had the right to hire cleaning services, at the tenants' cost, if the unit (including the floors and carpet) was not kept clean. The condition of the house was such that it required cleaning: there was food everywhere, the kitchen and bathroom were dirty, the carpet was dirty and smelled of beer and the wood floor had a blue stain on it. Amy Domer, the person who cleaned the house, described its condition as disgusting and trashed; she spent a total of 24 hours cleaning the house. Photos of the condition of the house after petitioner moved out demonstrate the absolute need to have it cleaned. The cleaning charges were supported by receipts for the work.

7. Both parties testified with respect to the deduction of \$1,320.00 for repairing and painting walls in the unit. Petitioner disputed the deduction because he believed he was being charged to paint the entire house; he acknowledged 3 walls were damaged by him and his roommates. Petitioner was only charged to repair and paint the walls damaged by the tenants. There were holes in the walls, stains on the walls and graffiti on the walls, all of which needed to be repaired and painted. Photos submitted by respondent evidence the extent of the damage. Ed Rich spent 3 days in the house repairing the walls and painting; he charged respondent \$1320.00 for his work.

8. Both parties testified with respect to the deduction of \$1,075.93 for unpaid water bills. Petitioner testified he was unaware that he was responsible for paying for water. The lease clearly states the tenants are responsible for paying all the utilities, including water. When the water bills were not paid by petitioner, respondent paid them. The printout supplied by the water department confirm the charges for water were \$1,075.93.

9. Both parties testified with respect to the deduction of \$326.65 to remove furniture. Petitioner left furniture outside the house which needed to be removed.

10. Other deductions from the deposit were not disputed.

CONCLUSIONS OF LAW

11. 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.

12. 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.

13. 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). Timely and proper notice was provided.

14. Based on the evidence and testimony, the Board concludes all the deductions were reasonable. Petitioner and his roommates caused damage in the apartment which needed to be repaired and left the house in need of extensive cleaning; the damages were well beyond what was attributable to normal wear and tear.

ORDER

Accordingly, it is hereby ORDERED:

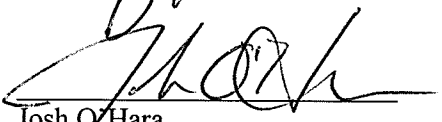
15. Petitioner John Kanto's request for relief is DENIED.

Dated at Burlington, Vermont this 17th of October, 2017.


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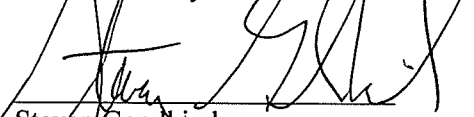
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