



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

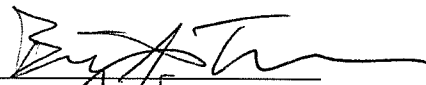
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 2/24/16

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Travers
Board Chair

cc: Benjamin Macdonald
Eagle/North St LP

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

**In re: Request for Hearing of BENJAMIN)
 MACDONALD Regarding Withholding of) CITY OF BURLINGTON
 Security Deposit by EAGLE/NORTH ST) HOUSING BOARD OF REVIEW
 LP for Rental Unit at 194 North St, #5)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on January 19, 2016. Board Chair Ben Traverse presided. Board Members Kirstin Daigle, Jason L’Ecuyer and Patrick Kearney were also present. Petitioner Benjamin Macdonald was present and testified. Respondent Eagle/North St LP, although notified of the hearing and the opportunity to be heard, was not present.

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 Eagle/North St LP is the owner of a rental unit, 194 North Street, Apt. 5, in the City of Burlington which is the subject of these proceedings.
2. Petitioner Benjamin Macdonald moved into the rental unit on June 1, 2013 under the terms of a written lease. Monthly rent was \$905.00.
3. Petitioner paid a security deposit of \$890.00 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 November 28, 2015. In accordance with ordinance requirements, respondent returned all of petitioner’s deposit (including interest) with the exception of \$75.00 which was withheld for “washing walls.” Petitioner disputed the deduction and provided evidence that the apartment was thoroughly cleaned and neat when he moved out.

CONCLUSIONS OF LAW

5. 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.

6. 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.

7. 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 certified 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.

8. Petitioner's evidence is uncontroverted. The apartment was clean when petitioner moved out of it and the deduction for washing walls was not proper.

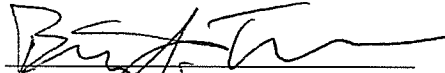
ORDER

Accordingly, it is hereby ORDERED:

9. Petitioner Benjamin Macdonald is entitled to recover from respondent Eagle/North St LP \$75.00, the principal amount of the security deposit improperly withheld after December 12, 2015.

DATED at Burlington, Vermont this 24th day of February, 2016.


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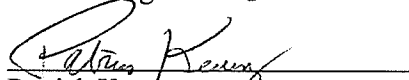
Ben Traverse



Jason L'Ecuyer



Kirstin Daigle



Patrick Kearney