



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 10/20/16

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

  
Ben Traverse  
Board Chair

cc: Cameron Moran  
Kiki Ryan  
Thomas Kirkpatrick

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

**In re: Request for Hearing of CAMERON )  
MORIN and KIKI RYAN Regarding ) CITY OF BURLINGTON  
Withholding of Security Deposit by ) HOUSING BOARD OF REVIEW  
THOMAS KIRKPATRICK for Rental )  
Unit at 18 Ward Street, Apt. B )**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

The above-named hearing came before the Housing Board of Review on October 3, 2016. Board Chair Ben Traverse presided. Board Members Patrick Kearney and Steven Goodkind were also present. Petitioners Cameron Morin and Kiki Ryan were present and testified. Respondent Thomas Kirkpatrick 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. Respondent Thomas Kirkpatrick is the owner of a rental unit, 18 Ward Street, Apt. B, in the City of Burlington which is the subject of these proceedings.
2. Petitioners Cameron Morin and Kiki Ryan, and their roommates – Shane Daley and Lindsey Mosher - moved into the rental unit with a lease which ran from June 1, 2015 to May 29, 2016. The tenants were jointly and severally liable under the lease. Monthly rent was \$2,400.00.
3. Petitioners and their roommates paid a security deposit of \$2400.00 to respondent. 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 29, 2016.
5. On June 7, 2016, respondent hand-delivered an itemized statement to Lindsey Mosher indicating that \$2355.35 of the deposit was being withheld for damages. The itemized statement informed the tenants of their opportunity to request a hearing before this Board. In addition, respondent

sent an email to all the tenants, with the itemized statement attached, on June 13, 2016 confirming that a final walk-through was done on May 29 with Lindsey Mosher and that a statement and check was hand-delivered to Lindsey Mosher on June 7.

6. On July 11, 2016, petitioners Cameron Morin and Kiki Ryan, on behalf of all the tenants, filed a request for hearing before this Board to dispute the withholding of money from their deposit. Respondent argued that petitioners' request was not filed on time, and therefore, the Board should dismiss the case. Petitioners argued that they did not receive a copy of the itemized statement until June 13, 2016, and thus, their request was filed on time.

### **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. Under the city ordinance, 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. In addition, 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). Respondent hand-delivered a written statement and check to Lindsey Mosher, one of the tenants, on June 7, 2016.

9. A tenant may request a hearing before the Housing Board of Review to review the reasonableness of deductions taken from the security deposit. Minimum Housing Code Sec. 18-120(e). The request shall be submitted in writing within 30 days of receipt of notice of the opportunity to request a hearing. Minimum Housing Code Sec. 18-120(e). Notice was received by Lindsey Mosher on June 7, 2016. As the tenants were jointly and severally liable under the lease, notice to Lindsey was notice to all the tenants. Therefore, the tenants had 30 days from June 7, 2016 – that being, July 7, 2016 - to file their

request for hearing. Petitioners filed their request on July 11, 2016. The Board concludes petitioners did not file their request on time, and consequently, the Board cannot hear the case.

**ORDER**

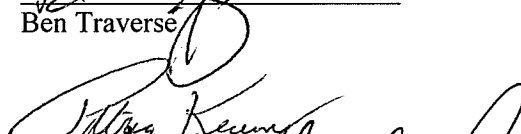
Accordingly, it is hereby ORDERED:

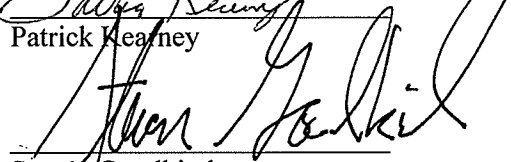
10. Petitioners' request for relief is DENIED and the case dismissed.

Dated at Burlington, Vermont this <sup>th</sup> 20 of October, 2016.

CITY OF BURLINGTON  
HOUSING BOARD OF REVIEW

  
\_\_\_\_\_  
Ben Traverse

  
\_\_\_\_\_  
Patrick Kearney

  
\_\_\_\_\_  
Steven Goodkind