



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: Geena Moy
Rolf Danielson

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

In re: Request for Hearing of GEENA MOY)
Regarding Withholding of Security) CITY OF BURLINGTON
Deposit by ROLF DANIELSON for) HOUSING BOARD OF REVIEW
Rental Unit at 22 Park Street, #4)

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 Geena Moy was not present but testified by phone. Respondent Rolf Danielson was also 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 Rolf Danielson is the owner of a rental unit, 22 Park Street, #4, in the City of Burlington which is the subject of these proceedings.
2. Petitioner Geena Moy moved into the rental unit with a lease which ran from June 1, 2014 to May 31, 2015.
3. Petitioner paid a security deposit of \$1800.00 to respondent. Petitioner was to receive back her security deposit at the end of the lease minus any amounts withheld for damages.
4. On June 6, 2015, respondent sent a written statement to petitioner's forwarding address, by certified mail, in conformance with ordinance requirements. Said statement itemized deductions totaling \$1550.00. Interest in the amount of \$30 was credited to the deposit. The amount of the security deposit returned to petitioner was \$280.00.
5. Both parties testified as to cleaning the apartment which appeared as a \$300.00 deduction (6 hours at \$50/hour) on the itemized statement. The charge was for cleaning the floors, baseboards, walls, doors, rug, appliances and cabinets, and for scrubbing the floors. Petitioner disputed the charge based on

her belief that her entire deposit would be returned pursuant to an “early move-out agreement” between her and respondent. Under that agreement, signed by both parties on May 1, 2015, respondent agreed to return the entire deposit provided: the apartment was vacated, and all belongings were removed from the property, by the end of the day on May 26, 2015; rent was paid by May 5; and the apartment was fully cleaned and left “in the condition found at move-in (including, but not limited to, washing any dirt or debris from all surfaces including floors, countertops, walls, baseboards, banisters, etc.; fully cleaning all appliances inside and out, cleaning cabinets inside and out, full cleaning bathroom).” Additionally, the agreement provides that if the apartment is not fully cleaned, the cost to clean the apartment will be deducted from the security deposit at an hourly rate of \$50.00. The apartment was not fully cleaned.

6. Both parties testified with respect to resurfacing the floors which appeared as a \$900.00 deduction on the itemized statement. It was necessary for respondent to resurface the floors as a result of damage caused by petitioner’s pet pig: the apartment reeked of pet odor and there was evidence that the pig had urinated on the hardwood floor. The only way to repair the damage to the floors was to resurface them. Respondent made it clear to petitioner when he granted her permission (albeit with some reservations) to have a pet pig that she would be responsible for any and all damage caused by her pig.

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

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 to the tenant's last known address. 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.

11. Based on the evidence, that Board concludes the deductions for cleaning (\$300.00) and for resurfacing the floors (\$900.00) was reasonable as the damage was attributable to petitioner and was beyond normal wear and tear.

ORDER

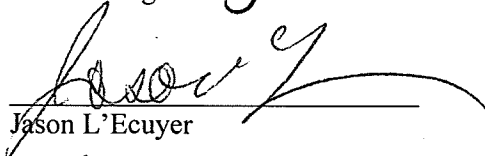
Accordingly, it is hereby ORDERED:

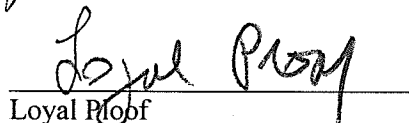
12. Petitioner Geena Moy's request for relief is DENIED.

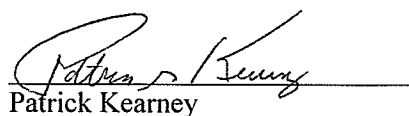
DATED at Burlington, Vermont this 19th day of August, 2015.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Kirstin Daigle


Jason L'Ecuyer


Loyal Ploof


Patrick Kearney