



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

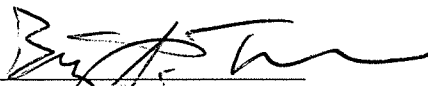
Enclosed is a copy of the "Findings of Fact, Conclusions of Law and Order" of the Burlington Housing Board of Review.

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 10/20/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Traverse
Board Chair

cc: Carly Capasso
Kendre Guinane
William & Karla Russell

**In re: Request for Hearing of CARLY)
CAPASSO and KENDRE GUINANE)
Regarding Withholding of Security) CITY OF BURLINGTON
Deposit by KARLA and WILLIAM) HOUSING BOARD OF REVIEW
RUSSELL for Rental Unit at 66 North)
Willard Street, Apt. 1)**

Upon consideration of the evidence and the applicable law, the Board makes the following Findings of Fact, Conclusions of Law, and Order:

1. Respondents Karla and William Russell are the owners of a rental unit, 66 N. Willard Street, Apt. 1, in the City of Burlington which is the subject of these proceedings.
2. Petitioners Carly Capasso and Kendre Guinane moved into the rental unit with a written lease which ran June 1, 2014 to May 31, 2015.
3. Petitioners paid a security deposit of \$1450.00 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 31, 2015.
5. On Monday, June 15, 2015, respondent sent a statement, by certified mail, to petitioners informing them that part of the deposit was being withheld for damages. Respondents returned \$945.00 of the deposit to petitioners.
6. Interest was not credited on the deposit.

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. 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.

9. 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).

10. Based on the evidence, the Board concludes that respondents failed to return the deposit with a statement within 14 days, and therefore, forfeited the right to withhold any portion of the security deposit. At hearing, respondents argued that the 14-day period to return the deposit with a statement ended on a Sunday, when the post office was closed. It is well-settled, though, that in the absence of a statute or ordinance excluding weekends and holidays, or extending the time when the last day for computing time in cases like this one falls on a Sunday, actions taken the following day come too late. See In re Grievance of Roy, 147 Vt. 403, 405 (1986).

11. Petitioners are entitled to recover interest on the security deposit. Minimum Housing Code Sec. 18-120(c). The Housing Code requires that the security deposit be held by the owner in an interest-bearing account with an interest rate equivalent to a current Vermont bank passbook savings account. Sec. 18-120(a). The Board applies the interest rate currently found in most bank passbook savings accounts – 0.25% simple annual interest.

ORDER

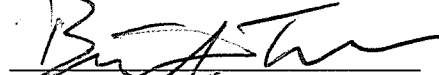
Accordingly, it is hereby ORDERED:

12. Petitioners Carly Capasso and Kendre Guinane are entitled to recover from respondents Karla and William Russell the following amounts:

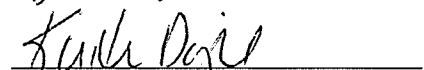
- a) \$505.00 of the principal amount of the security deposit improperly withheld after June 14, 2015;
- b) Interest in the amount of \$3.75 on the entire deposit for the period June 1, 2014 to June 14, 2015; and
- c) Additional interest of \$0.003 per day from June 15, 2015 until such date as the amount improperly withheld is returned to petitioners.

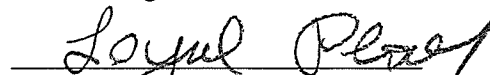
DATED at Burlington, Vermont this 20th day of October, 2015.

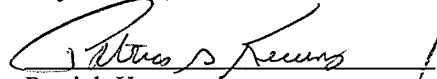
CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Traverse


Jason L'Ecuier


Kirstin Daigle


Loyal Ploof


Patrick Kearney



HOUSING BOARD OF REVIEW

City of Burlington

149 Church Street Room 11

Burlington, Vermont 05401

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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 10/20/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

Jason L. Ecuyer
Board Vice Chair

cc: Jon Ciappa
Packard Lofts LLC

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

**In re: Request for Hearing of JON CIAPPA,)
OREN GUTTMANN and ANTHEA)
DEXTER-COOPER Regarding) CITY OF BURLINGTON
Withholding of Security Deposit by) HOUSING BOARD OF REVIEW
PACKARD LOFTS LLC for Rental Unit)
at 237 North Avenue, Unit 10)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on October 5, 2015. Board Vice Chair Jason L'Ecuyer presided. Board Members Loyal Ploof, Kirstin Daigle and Patrick Kearney were also present. Petitioners Jon Ciappa and Oren Guttmann were present and testified. Respondent Packard Lofts LLC was represented at the hearing by Tom Getz and Hannah Williams from Summit Property Management.

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 Packard Lofts LLC is the owner of a rental unit, 237 North Avenue, Unit 10, in the City of Burlington which is the subject of these proceedings. Summit Property Management manages the property.
2. Petitioners Jon Ciappa, Oren Guttmann and Anthea Dexter-Cooper moved into the rental unit on June 1, 2013 under the terms of a written lease. Monthly rent was \$2300.00.
3. Petitioners paid a security deposit of \$2300.00 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 31, 2015.
5. On June 4, 2015, respondent sent petitioners a statement indicating that \$230.00 of the security deposit was being withheld for painting. The amount of the security deposit returned to petitioners was

\$2070.00. Respondent's statement did not inform petitioners of their right to appeal the withholding of their deposit to this Board.

6. Interest in the amount of \$2.30 was returned to petitioners after the initial statement and check were sent.

7. Both parties testified concerning painting which appeared as a \$230.00 deduction on the itemized statement. Respondent charged petitioners \$230.00 for painting done in the apartment which they believed was beyond normal wear and tear; specifically, Hannah Williams testified that there were a lot of black scuff marks on the walls and doors. Respondent determined what was normal wear and tear based on the painting done in another unit even though that unit was smaller than petitioner's. The total charges for painting done in petitioners' apartment was \$1020; the charge for painting determined to be attributable to normal wear and tear was \$790.00. Thus, respondent determined \$230.00 of the painting was beyond normal wear and tear. Petitioners argued that all of the painting was attributable to normal wear and tear. In addition, petitioners argued that the poor quality of the paint resulted in walls that were easily marked. Petitioners lived in the apartment for 2 years. The Board specifically finds that the painting was part of normal wear and tear as petitioners lived in the apartment for 2 years.

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 forwarding 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).

11. A landlord who decides to retain all or part of a security deposit must comply with the specific requirements of the ordinance: the deposit must be returned within 14 days of the date the tenant vacated or abandoned the rental unit with a written statement itemizing any deductions; the statement must contain notice of the tenant's right to appeal to the Housing Board of Review; and the statement must be hand-delivered or mailed to the tenant's forwarding address. *See Lieberman v. Circe*, No. S21-13 Cncv (Crawford, J., March 27, 2013) and Minimum Housing Code Sec. 18-120(c). The Vermont Supreme Court required the literal enforcement of these requirements in *In re Soon Kwon*, 189 Vt 598 (2011). Accordingly, a landlord who fails to meet all of these requirements forfeits the security deposit. In this case, respondent failed to comply with the notice requirements by failing to inform petitioners of their appeal rights. Therefore, the Board concludes respondent forfeited the right to withhold any part of the deposit.

12. Even if respondent had fully complied with the notice requirements, the Board would have concluded that the deduction was not proper as the damage was attributable to normal wear and tear.

ORDER

Accordingly, it is hereby ORDERED:

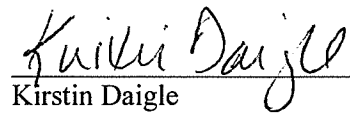
13. Petitioners Jon Ciappa, Oren Guttmann and Anthea Dexter-Cooper are entitled to recover from respondent Packard Lofts LLC the following amounts:

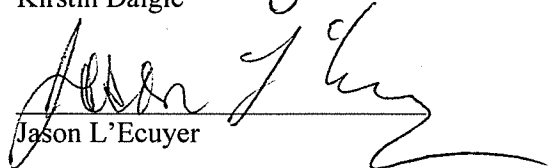
a) \$230.00 of the principal amount of the security deposit improperly withheld after June 14, 2015; and

b) Additional interest of \$0.002 per day from June 15, 2015 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 20th day of October, 2015.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Kirstin Daigle


Jason L'Ecuier


Loyal Ploof


Patrick Kearney



HOUSING BOARD OF REVIEW

City of Burlington

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HOUSING BOARD OF REVIEW

CITY OF BURLINGTON

NOTICE OF DECISION

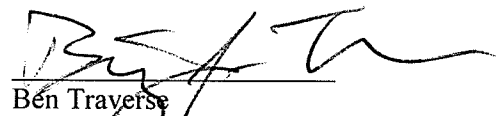
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Please note that a person aggrieved by a decision of the Housing Board of Review is entitled to appeal to the Chittenden Superior Court. (See Housing Code Section 18-59 and Vermont Statutes Annotated, Title 24, Section 5006.) The court rules may require 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 10/13/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Traverse
Board Chair

cc: Kevin Kerbs, Noah Johnson, Matthew Scinto
Orchard Terrace Associates LLP

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

**In re: Request for Hearing of KEVIN KERBS,)
NOAH JOHNSON and MATTHEW)
SCINTO Regarding Withholding of) CITY OF BURLINGTON
Security Deposit by ORCHARD) HOUSING BOARD OF REVIEW
TERRACE ASSOCIATES LLP for Rental)
Unit at 28B Orchard Terrace)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on October 5, 2015. Board Chair Ben Traverse presided. Board Members Kirstin Daigle, Loyal Ploof, Jason L'Ecuyer and Patrick Kearney were also present. Petitioners Kevin Kerbs, Noah Johnson and Matthew Scinto were present and testified. Respondent Orchard Terrace Associates LLP was represented by Rick Sharp.

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 Orchard Terrace Associates LLP is the owner of a rental unit, 28B Orchard Terrace, in the City of Burlington which is the subject of these proceedings. Rick Sharp manages the property.
2. Petitioners Kevin Kerbs, Noah Johnson and Matthew Scinto moved into the rental unit with a lease which ran from September 1, 2014 to May 31, 2015.¹ Monthly rent was \$650.00 per person.
3. Petitioners paid a security deposit of \$650.00 each 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 June 1, 2015.
5. On June 12, 2015, respondent mailed a statement to Kevin Kerbs and to Matthew Scinto at their last-known addresses; Mr. Kerbs' statement was sent by certified mail and Mr. Scinto's statement

¹ A fourth tenant on the lease, Forrest Angelillo, is not a party to this proceeding.

was sent by first-class mail. Respondent withheld \$180.00 from Mr. Scinto's deposit and returned \$471.00 to him. Respondent itemized deductions totaling \$1080.00 from Mr. Kerbs' deposit so that no deposit money was returned to him. Interest in the amount of \$1.00 was credited to each deposit.

6. On June 22, 2015, respondent mailed a statement to Noah Johnson at his last-known address. Respondent withheld \$180.00 from Mr. Johnson's security deposit and returned \$471.00 to him. Interest in the amount of \$1.00 was credited to his deposit.

7. On or about July 3, 2015, respondent sent an additional check for \$150.00 to Noah Johnson.

8. On or about August 2, 2015, respondent sent a revised statement to Kevin Kerbs. That statement itemized deductions totaling \$610.05. Consequently, respondent returned \$40.95 of Mr. Kerbs' deposit to him.

9. None of respondent's statements included notice to the tenants of their opportunity to request a hearing before this Board.

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 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).

13. A landlord who decides to retain all or part of a security deposit must comply with the specific requirements of the ordinance: the deposit must be returned within 14 days of the date the tenant vacated or abandoned the rental unit with a written statement itemizing any deductions; the statement must contain notice of the tenant's right to appeal to the Housing Board of Review; and the statement must be hand-delivered or mailed to the tenant's forwarding address. *See Lieberman v. Circe*, No. S21-13 Cncv (Crawford, J., March 27, 2013) and Minimum Housing Code Sec. 18-120(c). The Vermont Supreme Court required the literal enforcement of these requirements in *In re Soon Kwon*, 189 Vt 598 (2011). Accordingly, a landlord who fails to meet all of these requirements forfeits the security deposit. In this case, respondent failed to comply with the notice requirements by failing to inform petitioners of their appeal rights. In addition, respondent did not send timely notice to Noah Johnson. Therefore, the Board concludes respondent forfeited the right to withhold any part of the deposits.

ORDER

Accordingly, it is hereby ORDERED:

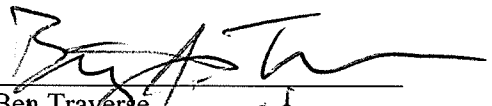
14. Petitioner Kevin Kerbs is entitled to recover from respondent Orchard Terrace Associates LLP \$610.05 of the principal amount of his deposit improperly withheld after June 14, 2015 plus additional interest of \$0.004 per day from June 15, 2015 until such date as the amount improperly withheld is returned to him.

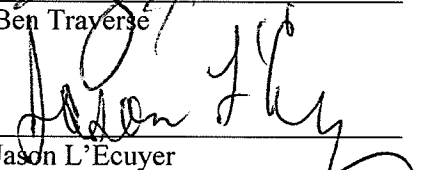
15. Petitioner Noah Johnson is entitled to recover from respondent Orchard Terrace Associates LLP \$30.00 of the principal amount of his deposit improperly withheld after June 14, 2015 plus additional interest of \$0.0002 per day from June 15, 2015 until such date as the amount improperly withheld is returned to him.

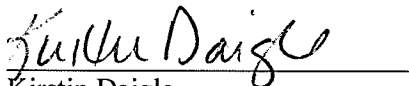
16. Petitioner Matthew Scinto is entitled to recover from respondent Orchard Terrace Associates LLP \$180.00 of the principal amount of his deposit improperly withheld after June 14, 2015 plus additional interest of \$0.001 per day from June 15, 2015 until such date as the amount improperly withheld is returned to him.

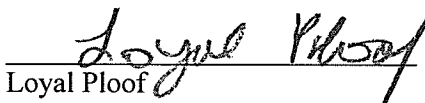
DATED at Burlington, Vermont this 19th day of October, 2015.

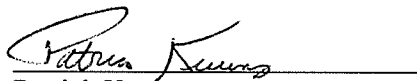
CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Traverse


Jason L'Ecuier


Kirstin Daigle


Loyal Ploof


Patrick Kearney



HOUSING BOARD OF REVIEW

City of Burlington

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**HOUSING BOARD OF REVIEW
CITY OF BURLINGTON**

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Unless an appeal is taken, the Board's Order should be complied with before expiration of the thirty (30) day period.

DATED 10/20/15

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW


Ben Traverse
Board Chair

cc: Maia Menzel
Andrew Swayze

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

**In re: Request for Hearing of MAIA MENZEL)
 and CAITLIN THORNTON Regarding)
 Withholding of Security Deposit by) CITY OF BURLINGTON
 ANDREW SWAYZE for Rental Unit at) HOUSING BOARD OF REVIEW
 66 Catherine Street)**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

The above-named hearing came before the Housing Board of Review on October 5, 2015. Board Chair Ben Traverse presided. Board Members Kirstin Daigle, Loyal Ploof, Jason L'Ecuyer and Patrick Kearney were also present. Petitioners Maia Menzel and Caitlin Thornton were present and testified. Respondent Andrew Swayze 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 Andrew Swayze is the owner of a rental unit, 66 Catherine Street, in the City of Burlington which is the subject of these proceedings.
2. Petitioners Maia Menzel and Caitlin Thornton and their roommate, Heather Canavari, moved into the rental unit on July 15, 2014 under the terms of a written lease. Monthly rent was \$2600.00.
3. Petitioners paid a security deposit of \$2600.00 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 June 30, 2015.
5. On July 1, 2015, respondent emailed petitioners about damage to the floors and doors for which he was withholding part of the security deposit: \$750.00 for the floors and \$350.00 for the doors. On July 11, 2015, respondent returned \$1500.00 of the deposit to petitioners. Respondent did not inform petitioners of their right to dispute the withholding of their deposit to this Board. Petitioners argued that

the notice provided to them was not proper, and therefore, respondent should be ordered to return that part of the deposit withheld.

6. Interest was not credited to the deposit.

7. Both parties testified concerning the floors which appeared as a \$750.00 deduction on the written statement. Respondent had the wood floors in the apartment refinished due to damage allegedly caused by petitioners' 2 dogs. Respondent pointed out the damage to petitioners during 2 walkthroughs of the apartment. Respondent took into account preexisting damage and charged petitioners one quarter of the cost to refinish the floors. Respondent believed petitioners had agreed to this deduction when they discussed it during one of the walkthroughs.

8. Petitioners did not dispute the deduction for the doors.

CONCLUSIONS OF LAW

9. 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.

10. 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.

11. 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).

12. A landlord who decides to retain all or part of a security deposit must comply with 3 specific requirements of the ordinance: the deposit must be returned within 14 days of the date the tenant vacated or abandoned the rental unit with a written statement itemizing any deductions; the statement must contain notice of the tenant's right to appeal to the Housing Board of Review; and the statement must be hand-delivered or mailed to the tenant's last-known address. *See Lieberman v. Circe*, No. S21-13 Cncv (Crawford, J., March 27, 2013) and Minimum Housing Code Sec. 18-120(c). The Vermont Supreme Court required the literal enforcement of these requirements in *In re Soon Kwon*, 189 Vt 598 (2011). Accordingly, a landlord who fails to meet all of these requirements forfeits the security deposit. In this case, respondent failed to comply with the notice requirements by failing to inform petitioners of their appeal rights. Therefore, the Board concludes respondent forfeited the right to withhold any part of the deposit.

13. The Board's ruling noted above is a technical one. Based on the ordinance and case law, the Board must rule that respondent forfeited the deposit by his failure to comply with the ordinance. However, had the Board been able to rule on the merits, we would have concluded that the deductions were reasonable as the damage to the floors and doors was attributable to petitioners.¹

14. Petitioners are entitled to recover interest on the security deposit. Minimum Housing Code Sec. 18-120(c). The Housing Code requires that the security deposit be held by the owner in an interest-bearing account with an interest rate equivalent to a current Vermont bank passbook savings account. Sec. 18-120(a). The Board applies the interest rate currently found in most bank passbook savings accounts – 0.25% simple annual interest.

¹ Respondent retains the right to separately seek relief before the small claims court.

ORDER

Accordingly, it is hereby ORDERED:

15. Petitioners Maia Menzel and Caitlin Thornton are entitled to recover from respondent Andrew Swayze the following amounts:

a) \$1100.00 of the principal amount of the security deposit improperly withheld after June 14, 2015;

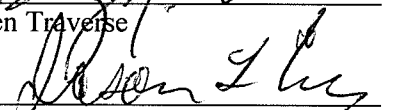
b) Interest in the amount of \$5.97 on the entire deposit for the period July 15, 2014 through June 14, 2015; and

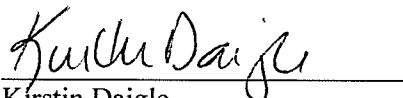
c) Additional interest of \$0.007 per day from June 15, 2015 until such date as the amount improperly withheld is returned to petitioners.

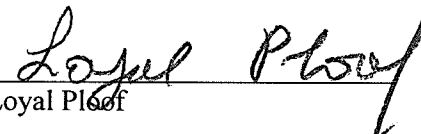
DATED at Burlington, Vermont this 20th day of October, 2015.

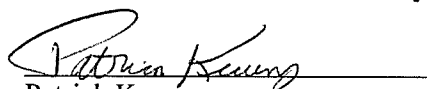
CITY OF BURLINGTON
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