

BURLINGTON HOUSING BOARD OF REVIEW
Monday, October 4, 2021, 7:00 p.m.
PUBLIC HEARING NOTICE

Physical location: Sharon Bushor Conference Room, City Hall, 1st Floor, Burlington, VT

Zoom: <https://us02web.zoom.us/j/82435597975>

Webinar ID: 824 3559 7975

Telephone: US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833
or +1 253 215 8782 or +1 346 248 7799

International numbers available: <https://us02web.zoom.us/j/82435597975>

AGENDA

1. Jami Tuch, Lily Carr, Spencer Weingard (tenants); Susan Linnell (landlord) (security deposit case) re: 241 So. Winooski Avenue, #2 (rescheduled from 9/20/21)
2. Silas Goldman, Nathaniel Elliot, Benjamin Jiron (tenants); C. McLaurin & Son Properties, LLC/Judith McLaurin (landlord) (security deposit case) re: 60A Archibald St
3. Caitlin Morgan, Joe Ament (tenants); Diamond Apartments (landlord) (security deposit case) re: 167 Loomis St
4. Emmett Caruso, Jan-Luis Maldondo (tenants); 16 Lafayette BTV, LLC (landlord) (security deposit case) re: 18 Lafayette Pl, #1

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at (802) 540-2505.

BURLINGTON HOUSING BOARD OF REVIEW
Monday, October 4, 2021, 7:00 p.m.
PUBLIC HEARING NOTICE

Physical location: Sharon Bushor Conference Room, City Hall, 1st Floor, Burlington, VT

Zoom: <https://us02web.zoom.us/j/82435597975>
Webinar ID: 824 3559 7975

Minutes

Board Members present: Josh O'Hara, Betsy McGavisk, Charlie Gliserman, Evan Litwin, Olivia Taylor

Staff present: Hayley McClenahan

1. Jami Tuch, Lily Carr, Spencer Weingard (tenants); Susan Linnell (landlord) (security deposit case) re: 241 So. Winooski Avenue, #2 (rescheduled from 9/20/21)
Present were Jami Tuch, Kenneth Tuch and Susan Linnell; all parties were sworn in. The Board took testimony and evidence from both parties. Hearing was concluded.
2. Silas Goldman, Nathaniel Elliot, Benjamin Jiron (tenants); C. McLaurin & Son Properties, LLC/Judith McLaurin (landlord) (security deposit case) re: 60A Archibald St
Present was Silas Goldman; Silas Goldman was sworn in. The Board took testimony and evidence from Silas Goldman. Hearing was concluded.
3. Caitlin Morgan, Joe Ament (tenants); Diamond Apartments (landlord) (security deposit case) re: 167 Loomis St
Present were Joe Ament, David Cassman, Mike Shea and Elmira Shea; all parties were sworn in. The Board took evidence and testimony from both parties. Hearing was concluded.
4. Emmett Caruso, Jan-Luis Maldondo (tenants); 16 Lafayette BTV, LLC (landlord) (security deposit case) re: 18 Lafayette Pl, #1
Case settled prior to the hearing.

Meeting was adjourned.

Board deliberated in private.



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 11/12/21

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara
Board Chair

cc: Jami Tuch
Susan Linnell

**CITY OF BURLINGTON, VERMONT
HOUSING BOARD OF REVIEW**

**In re: Request for Hearing of JAMI TUCH,)
 LILY CARR and SPENCER WEINGARD)
 Regarding Withholding of Security) Security Deposit Appeal
 Deposit by SUSAN LINNELL for Rental)
 Unit at 241 South Winooski Avenue, #2)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on October 4, 2021. Board Chair Josh O'Hara presided. Board Members Betsy McGavisk, Charlie Gliserman, Evan Litwin and Olivia Taylor were also present. Petitioner Jami Tuch was present and testified. Respondent Susan Linnell was also present and testified. Also appearing and testifying was Kenneth Tuch.

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 Susan Linnell was the owner of a rental unit, 241 South Winooski Ave., #2 , in the City of Burlington which is the subject of these proceedings. The property was transferred to a new owner on May 17, 2021 – 10 days before petitioners moved out; petitioners' security deposit was not transferred to the new owner.

2. Petitioners Jami Tuch, Lily Carr and Spencer Weingard moved into the rental unit with a written lease which ran from August 15, 2020 to May 27, 2021. Monthly rent was \$2475.00.

3. Petitioners paid a security deposit of \$2475.00 to respondent. Petitioners were to receive back their security deposit at the end of the lease minus any amounts withheld for

damages. Jami Tuch was the tenant designated as the tenant to receive the return of the deposit for all of them.

4. Petitioners vacated the apartment on May 27, 2021.

5. On June 7, 2021, respondent sent, by certified mail, a security deposit statement to Jami Tuch at the address of the rental unit even though Jami Tuch provided respondent with a forwarding address. Said statement itemized deductions totaling \$775.00 from the deposit. A check made payable to Jami Tuch in the amount of \$1705.00 was included with the statement. Jami Tuch did not receive the statement or check until July 15, 2021. Petitioners disputed the deductions, the timeliness of the notice and whether or not the notice was proper.

6. The statement of withholding indicates \$5.17 in interest accrued. However, on the front page of the statement it appears respondent rounded that amount to \$5.00. Additionally, another section of the statement indicates \$2.58 in interest per tenant accrued in which case interest in the amount of \$7.74 should have been credited to the deposit.

7. The statement of withholding did not include notice of petitioners' right to appeal the withholding to this Board within 30 days.

8. Petitioners alleged the deposit was willfully withheld and requested double damages. Petitioners noted that respondent knew about the requirement to include notice of their appeal rights, but failed to provide such notice. In addition to her failure to provide notice of petitioners' appeal rights, Kenneth Tuch argued that respondent only returns the deposit as she sees fit and did not comply with the ordinance with respect to sending notice to the forwarding address provided to her, all of which evidence bad faith. Respondent denied willfully withholding the deposit and believed the deductions were justifiable.

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 sent by mail to the last-known address of the tenant, which may be the address of the rental unit if no forwarding address is provided. 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 sent by certified mail.¹ 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. Respondent did not provide notice of petitioners' right to appeal the withholding of the deposit to this Board. Therefore, the Board concludes respondent forfeited the right to withhold any part of the deposit.

13. If the failure to return a security deposit with a statement within 14 days is willful, a landlord is liable for double the amount wrongfully withheld. Minimum Housing Code Sec. 18-120(c) and 9 V.S.A. Sec. 4461(b)(e). Petitioners have also moved for double damages, alleging respondent's failure to return the security deposit was willful. As the Superior Court has recently held, "willfully" for purposes of the ordinances can mean violating the ordinance by design, by intention, by being obstinate or indifferent to the requirements of the law. *Harrington v. McCauley*, 1095-12-19 Cncv, slip op. at 1-2 (Vt. Sup. Ct. Feb. 4, 2020). The Board notes that respondent has been before this Board in the past. Therefore, she has been made aware of the notice requirements outlined in the ordinance. Petitioners argue that respondent's knowledge of the ordinance requirement and her practice of returning the deposit as she sees fit evidence bad faith and the willful withholding of the deposit. The Board concludes the deposit was not willfully withheld as respondent sent the notice in a timely manner (albeit to the last-known address rather than the forwarding address provided to her) and believed the deductions to be fair and reasonable. The Board may not reach a similar conclusion should respondent continue to appear before the Board for failure to provide appropriate notice per the ordinance.

¹An amendment to Sec. 18-120(c) removing the "certified mail" requirement took effect on January 7, 2015.

14. 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. Minimum Housing Code Sec. 18-120(a). Respondent's statement of withholding with regard to the amount of interest credited to the deposit was contradictory. In one place she notes \$5.00 in interest was credited to the deposit, and in another place she indicates \$5.17 in interest accrued even though the per tenant amount of interest was \$2.58 which totals \$7.74. Therefore, the Board will award additional interest in the amount of \$2.74.

Order

Accordingly, it is hereby ORDERED:

15. Petitioner Jami Tuch is entitled to recover from respondent Susan Linnell the following amounts:

- a) \$775.00 of the principal amount of the security deposit improperly withheld after June 10, 2021;
- b) Additional interest of \$2.74 on the principal amount of the deposit not returned; and
- c) Additional interest of \$0.005 per day from June 11, 2021 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 12th day of November, 2021.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara

/s/ Charlie Gliserman
Charlie Gliserman

/s/ Olivia Taylor
Olivia Taylor

/s/ Evan Litwin
Evan Litwin



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 11/12/21

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara
Board Chair

cc: Silas Goldman
Judith McLaurin for C. McLaurin & Son

**CITY OF BURLINGTON, VERMONT
HOUSING BOARD OF REVIEW**

**In re: Request for Hearing of SILAS GOLDMAN,)
NATHANIEL ELLIOT and BENJAMIN)
JIRON Regarding Withholding of Security) Security Deposit Appeal
Deposit by C. McLaurin & Son, LLC)
for Rental Unit at 60A Archibald Street)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on October 4, 2021. Board Chair Josh O'Hara presided. Board Members Betsy McGavisk, Charlie Gliserman, Evan Litwin and Olivia Taylor were also present. Petitioner Silas Goldman was present and testified. Respondent C. McLaurin & Son, LLC, 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 C. McLaurin & Son, LLC is the owner of a rental unit, 60A Archibald Street, in the City of Burlington which is the subject of these proceedings.
2. Petitioners Silas Goldman, Benjamin Jiron and Nathaniel Elliot moved into the rental unit with a written lease which expired on June 30, 2021.
3. Petitioners paid a security deposit of \$1,860.00, plus an additional deposit of \$200.00 for their cat, 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 July 1, 2021.

5. On July 14, 2021, Judith McLaurin, on behalf of respondent, emailed to petitioners a “Security Deposit Transmittal” informing them that the entire deposit was being withheld for damages. The statement informed petitioners of their right to dispute the withholding of the deposit to this Board. Interest in the amount of \$0.25 was credited to the deposit.

6. Petitioners disputed the deductions for smoking in a non-smoking apartment (\$1200), broken windows and frame on the porch (\$160), broken lock on the back door (\$37) and missing screen and frame from a bedroom window (\$60). Other deductions on the itemized list were not contested.

7. Petitioners denied that the contested damages were attributable to them. With respect to smoking in the apartment, petitioners denied doing so and said any smoke coming into the apartment was from people smoking outside on the street. With respect to the broken window on the porch, petitioners claim the upstairs’ neighbors caused the damage. With respect to the broken lock on the backdoor, petitioners stated someone tried to break into the apartment with a crowbar and caused the damage. Respondent’s handyman tried to repair the damage but wasn’t able to; nonetheless, respondent charged them for the failed repair attempt. With respect to the missing screen from the bedroom window, petitioners testified there was no screen in the window when they moved into the apartment. The Board finds the petitioners’ account to be true in the absence of any countervailing evidence from respondent.

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 sent by mail to the last-known address of the tenant, which may be the address of the rental unit if no forwarding address is provided. 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). Proper notice was provided.

11. State law and city ordinance allow a landlord to withhold all or part of a security deposit for damages beyond normal wear and tear which are attributable to the tenant. See, Minimum Housing Code Sec. 18-120(c) and 9 V.S.A. Sec. 4461(b). Petitioners disputed the deductions for smoking in the apartment, for broken window and frame on the porch, for the broken lock on the back door and for the missing screen and frame from a bedroom window on the basis that the damage was not attributable to them. The Board has found petitioners' account

to be true. Accordingly, the Board concludes that the deductions contested by petitioners were not proper as the damage was not attributable to them.

Order

Accordingly, it is hereby ORDERED:

12. Petitioners Silas Goldman, Benjamin Jiron and Nathaniel Elliot are entitled to recover from respondent C. McLaurin & Son, LLC the following amounts:

a) \$1,457.25 of the principal amount of the security deposit plus interest improperly withheld after July 15, 2021; and

b) Additional interest of \$0.01 per day from July 16, 2021 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 12th day of November, 2021.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara

/s/ Charlie Gliserman
Charlie Gliserman

/s/ Evan Litwin
Evan Litwin

/s/ Olivia Taylor
Olivia Taylor



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 4/12/21

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara
Board Chair

cc: Caitlin Morgan & Joe Ament
Diamond Apartments

**CITY OF BURLINGTON, VERMONT
HOUSING BOARD OF REVIEW**

**In re: Request for Hearing of CAITLIN MORGAN)
and JOE AMENT Regarding Withholding)
of Security Deposit by DIAMOND) Security Deposit Appeal
APARTMENTS for Rental Unit at 167)
Loomis Street)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on October 4, 2021. Board Chair Josh O'Hara presided. Board Members Betsy McGavisk, Charlie Gliserman, Evan Litwin and Olivia Taylor were also present. Petitioner Joe Ament was present and testified. Respondent Diamond Apartments was represented at the hearing by Mike and Elmira Shea, both of whom testified. Also appearing and testifying was Dave Cassman.

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 Diamond Apartments is the owner of a rental unit, 167 Loomis Street, in the City of Burlington which is the subject of these proceedings. Dave Cassman is the property manager. Respondent purchased the property on June 25, 2021 – 5 days before petitioners moved out.
2. Petitioners Joe Ament and Cailin Morgan moved into the rental unit on January 1, 2017 under the terms of a written lease.
3. Petitioners paid a security deposit of \$1,860.00 to the previous owners of the property; the deposit was transferred to respondent when they purchased the property. Based on the lease, respondent believed the amount of the deposit was \$1670.00. However, upon petitioners' filing

of the request for hearing, respondent discovered that the amount of the deposit paid by petitioners was \$1810.00. Respondent acknowledged petitioners were entitled to the return of an additional \$140.00 to make up for the difference. 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, 2021.

5. Respondent returned \$1,132.68 of the security deposit to petitioners. Petitioners did not dispute that the notice was timely and that it contained notice of their right to appeal the withholding to this Board. However, petitioners argued that they did not receive a properly itemized list of deductions from the deposit. Respondent argued that the memo line in the check which itemized deductions of \$333.90 for shower cleaning and painting, and \$205.00 for general cleaning was proper; in addition, respondent provided an invoice from DC Property Maintenance, LLC in the amount of \$333.90 for “[p]ainting back bedroom walls and trim, fill any holes. Shrub [sic] down all soap scum from shower walls and floor. Removed multiple layers of black. Labor includes Time and materials 2 gallons of paint and bathroom cleaner for shower.”

6. Interest in the amount of \$1.58 was credited to the deposit.

7. With respect to the deduction of \$205.00 for cleaning, petitioners argued that the charge was unreasonable as they received an estimate of \$125 to clean the apartment. Petitioners had lined up cleaners who then cancelled at the last minute. As a result, the apartment was not cleaned before they moved out. Petitioners acknowledged the apartment needed to be cleaned, but believed the estimate they received was appropriate. Elmira Shea testified that she, Dave Cassman and the cleaner they hired spent 10 hours cleaning the apartment. Dave Cassman

testified that he spent 2 hours cleaning the shower due to the accumulation of soap scum in it. The deduction of \$205.00 was the charge for the cleaner respondent hired.

8. With respect to the deduction of \$333.90 for work done in the apartment, the charge covered everything from painting to changing lightbulbs in the apartment. Dave Cassman, who did the work in the apartment, charges an hourly rate of \$40.00 as a skilled laborer. Respondent hired him because they were under a tight turn around. Petitioners argued that the statement was not sufficiently itemized; in addition, petitioners argued that the work done by Dave Cassman was the result of normal wear and tear. The invoice from DC Property Maintenance (Dave Cassman) lumped all of his services into one sum without breaking out how much was attributable for each task. Mr. Cassman testified he spent 2 hours cleaning the shower.

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 sent by mail to the last-known address of the tenant, which may be the address of the rental unit if no forwarding address is provided. 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). Petitioners did not dispute the timeliness of the notice or that respondent provided notice of their right to appeal. However, petitioners disputed that the memo line in the check and the invoice provided to them constituted an itemized list of deductions.

12. The plain meaning of the word 'to itemize' is to set down in detail or by particulars. "Itemize." *Merriam-Webster.com Dictionary*, Merriam-Webster, <https://www.merriam-webster.com/dictionary/itemize>. Accessed 9 Nov. 2021. Respondent provided an invoice for the repairs in the apartment in the amount of \$333.90. The invoice lumped all the services into one sum without indicating how much was attributable to each task. In addition, the invoice did not distinguish between charges that were attributable to normal wear and tear and charges that could be deducted from the deposit. The Board concludes that the written statement was not sufficiently detailed as it did not provide information to know how much of the deposit was deducted for each task. Consequently, the Board will only allow a deduction of \$80 (Dave Cassman's time spent cleaning the shower) for repairs in the apartment.

13. Based on the evidence and testimony, the Board concludes the deduction of \$205.00 for cleaning was proper. Petitioners did not clean the apartment before they moved out. The fact that petitioners received a lower estimate to clean the apartment does not make the cleaning charge unreasonable. The Board concludes the charge was reasonable.

Order

Accordingly, it is hereby ORDERED:

14. Petitioners Caitlin Morgan and Joe Ament are entitled to recover from respondent Diamond Apartments the following amounts:

a) \$393.90 of the principal amount of the security deposit (which includes the \$140 difference between the deposit given by petitioners and what respondent believed the deposit was) improperly withheld after July 14, 2021; and

c) Additional interest of \$0.003 per day from July 15, 2021 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 12th day of November, 2021.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara

/s/ Charlie Gliserman
Charlie Gliserman

/s/ Evan Litwin
Evan Litwin

/s/ Olivia Taylor
Olivia Taylor