

BURLINGTON HOUSING BOARD OF REVIEW

Tuesday, September 8, 2020

7:00 p.m.

The meeting will be entirely remote and virtual. You can join the meeting via Zoom:

<https://us02web.zoom.us/j/86536214074?pwd=bXVCV3RiWjlyUldZRUNGcWs0MERlZz09>

Passcode: 724150

Or Telephone:

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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

Webinar ID: 865 3621 4074

Passcode: 724150

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

AGENDA

1. Jacob Carr, Shailyn Wright, Morgan Siestlad (tenants); Greg Casto (landlord) (security deposit case) re: 72 Grant St (rehearing)
2. Raphael Rosenthal, Bryce Gross, Tye Martin, Scott Barnes, Mason Strunk (tenants); The Keith S. Aaron Weston Street Trust/Bing Enterprises (landlord) (security deposit case) re: 15 Weston St (rescheduled from meeting of 8/18/20)
3. Margaret Simpson, Anna Norcross, Eisha Lichtenstein (tenants); LNP, Inc. (landlord) (security deposit case) re: 50 Barrett St, #3 (rescheduled from meeting of 8/18/20)
4. Nurit Elber, Ella Rackers, Simon Donoway, Brandon Boras (tenants); Diamond Apartments (landlord) (security deposit case) re: 242 So. Winooski Ave., #5

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Minutes

Members present: Josh O'Hara, Patrick Murphy, Olivia Pena, Betsy McGavisk, Charlie Gliserman

Staff present: Lisa Jones

1. Jacob Carr, Shailyn Wright, Morgan Siestlad (tenants); Greg Casto (landlord) (security deposit case) re: 72 Grant St (rehearing)
Hearing postponed at landlord's request.
2. Raphael Rosenthal, Bryce Gross, Tye Martin, Scott Barnes, Mason Strunk (tenants); The Keith S. Aaron Weston Street Trust/Bing Enterprises (landlord) (security deposit case) re: 15 Weston St (rescheduled from meeting of 8/18/20)
Present were: Raphael Rosenthal, Tye Martin, Mason Struck, Keith Aaron, Philip Aaron, William Ward; all parties were sworn in.
Board took evidence and testimony from all parties. Hearing concluded.
3. Margaret Simpson, Anna Norcross, Eisha Lichtenstein (tenants); LNP, Inc. (landlord) (security deposit case) re: 50 Barrett St, #3 (rescheduled from meeting of 8/18/20)
Present were: Margaret Simpson, Anna Norcross, Eisha Lichtenstein, Stephanie Gilbert; all parties were sworn in.
Board took evidence and testimony from all parties. Hearing concluded.
4. Nurit Elber, Ella Rackers, Simon Donoway, Brandon Boras (tenants); Diamond Apartments (landlord) (security deposit case) re: 242 So. Winooski Ave., #5
Present were: Brandon Boras, Mike Shea, Elivira Shea; all parties were sworn in.
Board took evidence and testimony from all parties. Hearing concluded.

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

**In re: Request for Hearing of MARGARET)
 SIMPSON, ANNA NORCROSS and)
 EISHA LICHTENSTEIN Regarding)
 Withholding of Security Deposit by) Security Deposit Appeal
 LNP, Inc. for Rental Unit at 50 Barrett)
 Street, #3)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on September 8, 2020; the meeting was held virtually via Zoom. Board Chair Josh O'Hara presided. Board Members Patrick Murphy, Olivia Pena, Betsy McGavisk and Charlie Gliserman were also present. Petitioners Margaret Simpson, Anna Norcross and Eisha Lichtenstein were present and testified. Respondent LNP, Inc. was represented at the hearing by Stephanie Gilbert who 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 LNP, Inc. is the owner of a rental unit, 50 Barrett Street, #3, in the City of Burlington which is the subject of these proceedings. Full Circle Property Management ("Full Circle") manages the property; Stephanie Gilbert is one of the property managers at Full Circle.
2. Petitioners Eisha Lichtenstein, Anna Norcross and Margaret Simpson moved into the rental unit on June 1, 2018 under the terms of a written lease. The term of the most recent lease was June 1, 2019 to May 26, 2020. Monthly rent was \$2100.00.
3. Petitioners paid a security deposit of \$2050.00 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 26, 2020.

5. On June 8, 2020, respondent sent petitioners a statement related to their security deposit. Said statement itemized deductions of \$585.00 from their deposit. Interest in the amount of \$2.46 was credited to the deposit. Respondent returned \$1,467.46 of the deposit to petitioners.

6. The itemized statement sent to petitioners did not include notice of their right to appeal the withholding of the deposit to this Board. Stephanie Gilbert testified that she thinks the property manager who sent out the form used the incorrect one; she said they have a security deposit transmittal form specific to rental units in Burlington which have the appeal rights on them. Nonetheless, Stephanie Gilbert acknowledged the form sent to petitioner did not include those appeal rights.

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 sent by 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).

10. 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. *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 include petitioners' appeal rights in the statement. Therefore, the Board concludes respondent forfeited the right to withhold any part of the deposit.

Order

Accordingly, it is hereby ORDERED:

11. Petitioners Margaret Simpson, Anna Norcross and Eisha Lichtenstein are entitled to recover from respondent LNP, Inc. the following amounts:

a) \$585.00 of the principal amount of the deposit improperly withheld after June 9, 2020; and

b) Additional interest of \$0.004 per day from June 10, 2020 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 6th day of October, 2020.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara

/s/ Patrick Murphy
Patrick Murphy

/s/ Olivia Pena
Olivia Pena

/s/ Betsy McGavisk
Betsy McGavisk

/s/ Charlie Gliserman
Charlie Gliserman

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

**In re: Request for Hearing of NURIT ELBER,)
ELLA RACKERS, SIMON DONOWAY,)
And BRANDON BORAS Regarding)
Withholding of Security Deposit by) Security Deposit Appeal
DIAMOND APARTMENTS for Rental)
Unit at 242 So. Winooski Ave, #5)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on September 8, 2020; the hearing was held virtually via Zoom. Board Chair Josh O'Hara presided. Board Members Patrick Murphy, Olivia Pena, Betsy McGavisk and Charlie Gliserman were also present. Petitioner Brandon Boras was present and testified; Mr. Boras represented all the tenants at the hearing. Respondent Diamond Apartments was represented at the hearing by Mike and Elmira Shea who 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 Diamond Apartments is the owner of a rental unit, 242 So. Winooski Avenue, #5, in the City of Burlington which is the subject of these proceedings. Mike and Elmira Shea manage the property.
2. Petitioners Nurit Elber, Ella Rackers, Simon Donoway and Brandon Boras moved into the rental unit with a written lease which ran from June 1, 2019 to May 25, 2020. Monthly rent was \$1800.00.
3. Petitioners paid a security deposit of \$1800.00 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 25, 2020.

5. On June 8, 2020, respondent sent a written statement to petitioners in conformance with ordinance requirements. Said statement itemized deductions of \$1876.40; petitioners disputed some of the deductions. None of the deposit was returned to petitioners. Interest in the amount of \$3.84 was credited to the deposit.

6. Both parties testified with respect to the scratched floors which appeared as a \$900.00 deduction on the itemized statement. Prior to the tenants moving into the unit, all new floors were installed in it. Respondents testified there were large scratches in two areas – the living room and one of the bedrooms; in order to repair the damage, respondent testified the boards need to be replaced. The wood floor is not a type of floor that can be sanded and refinished; the boards are prefinished and then installed. Woodline Floors estimated the cost to replace the boards is \$900.00. Respondents submitted photos as evidence of the damage, but the Board was not able to see the damage in the photos. Petitioners testified there was a couch and a bed located where respondents said the damage occurred.

7. Both parties testified with respect to the water bill which appeared as an \$80 deduction (an estimate) on the itemized statement. It appears both parties paid the water bill. Prior to moving out, respondents instructed petitioners to provide them with evidence that the final water bill was paid. Petitioners did not do that so \$80.00 was withheld from the deposit and respondents paid the bill.

8. Petitioners disputed the cost to repair nail holes in the apartment. There were 2 charges related to the nail holes: one for the cost to do the work (\$300) and one for

supplies (\$120). When petitioners moved into the unit the walls had been freshly painted. At the end of the tenancy there were nail holes in the walls of the master bedroom and living/kitchen area beyond what one would expect from normal wear and tear. The cost to patch and paint was \$300.00. In addition, the cost of materials (rollers, paint brushes, tape, sand paper and time to get the materials) was \$120.00.

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. 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.

12. Section 18-120(c) of the Minimum Housing Code permits a landlord to retain all or part of the security deposit for the actual cost to repair damage beyond normal wear and tear which is attributable to the tenant in order to maintain the condition and habitability of the unit, for nonpayment of rent, for nonpayment of utility or other charges the tenant was required to pay, and for expenses required to remove from the rental unit articles abandoned by the tenant. Section 18-2 defines normal wear and tear as

the deterioration which occurs, based upon the reasonable use for which the dwelling unit or rooming unit is intended, without negligence, carelessness, accident or abuse of the premises or supplied equipment or appliances by the occupant or members of his household or their invitees or guests.

In *Mongeon Bay Properties, LLC v. Mallets Bay Homeowner's Ass'n*, the Vermont Supreme Court elaborated on the contours of the normal-wear-and-tear concept. The Court explained that the analysis will examine: 1) whether the tenant made reasonable use of the property; 2) the type of property, as well as its context and use; and 3) whether the tenant took reasonable steps to avoid damage to the property. 2016 VT 64, ¶¶ 32-37, 202 Vt. 434, 149 A.3d 940.

13. Respondent deducted \$900.00 from the deposit for scratches in the wood floor. Respondents maintained that the scratches were not normal wear and tear. The scratches described by respondent appear to line up with where a sofa was located in the living room and where a bed frame was located in a bedroom. The photos submitted by respondent in support of the deduction didn't show the damage. Taking into account the Court's analysis of what normal wear and tear means, the Board cannot say that the

damage was beyond normal wear and tear. Petitioners made reasonable use of the property as tenants; petitioners, like any tenants, had numerous pieces of furniture in an apartment. There was no evidence suggesting that petitioners were warned about taking particular care with any furniture placed on the wood floors. Therefore, the Board concludes the deduction was not proper.

14. Based on the evidence and testimony, the Board concludes the deduction for an unpaid water bill was proper. When petitioners vacated the unit they did not provide respondents with a statement showing they had paid the water bill; when respondents checked with the water department there was still an outstanding balance which they paid.

15. Based on the evidence and testimony, the Board finds the deduction to repair and paint the nail holes was proper as the number of nail holes was beyond normal wear and tear. However, the Board concludes the deduction of \$120 for materials was not proper. The materials for which petitioners were charged (paint brushes, tape, sand paper, as well as the time it took to get them) are part of the cost of doing business as a landlord. The materials are not specific to painting and patching walls in this particular unit, but can be used again and again in other units.

Order

Accordingly, it is hereby ORDERED:

16. Petitioner Brandon Boras, as the representative for all the tenants, is entitled to recover from respondent Diamond Apartments the following amounts:

a) \$1,020.00 of the principal amount of the security deposit improperly withheld after June 8, 2020; and

b) Additional interest of \$0.007 per day from June 9, 2020 until such date as the

amount improperly withheld is returned to petitioner.

DATED at Burlington, Vermont this 6th day of October, 2020.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara

Josh O'Hara

/s/ Betsy McGavisk

Betsy McGavisk

/s/ Patrick Murphy

Patrick Murphy

/s/ Olivia Pena

Olivia Pena

/s/ Charlie Gliserman

Charlie Gliserman

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

**In re: Request for Hearing of Raphael)
Rosenthal, Bryce Gross, Tye Martin,)
Scott Barnes and Mason Struck)
Regarding Withholding of Security) Security Deposit Appeal
Deposit by Keith S. Aaron Weston)
Street Trust for Rental Unit at 15 Weston)
Street)**

DECISION AND ORDER

The above-named hearing came before the Housing Board of Review on September 8, 2020; the hearing was held virtually via Zoom. Board Chair Josh O'Hara presided. Board Members Patrick Murphy, Olivia Pena, Betsy McGavisk and Charlie Gliserman were also present. Petitioners Raphael Rosenthal, Tye Martin and Mason Struck were present and testified. Respondent Keith S. Aaron Weston Street Trust was represented at the hearing by Philip Aaron and Keith Aaron, both of whom testified. Also appearing and testifying as witnesses were William Ward, Amy Doner and Ed Rick.

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 Keith S. Aaron Weston Street Trust is the owner of a rental unit, 15 Weston Street, in the City of Burlington which is the subject of these proceedings. Philip Aaron is the Trustee for the Trust; he and Keith Aaron manage the property.

2. Petitioners Raphael Rosenthal, Bryce Gross, Tye Martin, Scott Barnes and Mason Struck moved into the rental unit with a written lease which ran from June 1, 2019 to May 25, 2020.

3. Petitioners paid a security deposit of \$3750.00 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 25, 2020.

5. On June 8, 2020, respondent sent a statement to petitioners in accordance with ordinance requirements. Said statement itemized deductions totaling \$2,848.47 from the deposit. Respondent returned \$944.73 of the deposit to petitioners.¹ At the hearing, Philip Aaron conceded that the deduction of \$284.16 should not have been taken since the deduction for the work had already included supplies and materials; he agreed \$284.16 should be returned to petitioners.

6. Both parties testified with respect to cleaning the unit which appeared as a \$407.50 deduction on the itemized statement. Amy Doner and a helper spent a total of 17.5 hours cleaning the apartment and making it ready for the next tenants; Ms. Doner charges \$25/hour for her time and \$15/hour for her helper's time. Ms. Doner testified that it would normally take her 8 hours to turn around an apartment for the next tenants. In this instance, however, the entire apartment needed to be cleaned. Petitioners acknowledged that they did not leave the apartment spic and span, but claim that it was dirty when they moved in, a claim disputed by Ms. Doner who cleaned the apartment before petitioners moved into it.

7. Both parties testified with respect to replacing the living room carpet, a deduction of \$446.50, and to steam clean the carpets in the bedrooms, a deduction of

1

Respondent's statement incorrectly indicates \$943.73 was returned to petitioners. However, if one adds together the amount sent to each petitioner, the total is \$944.73.

\$205.65. Petitioners argued that the damage was attributable to normal wear and tear. Petitioners also argued that the carpets were in poor condition when they moved into the unit. However, petitioners also acknowledged that the carpets were dirty when they moved out. Philip Aaron testified the carpets were 2 years old. Ed Rick testified that the living room carpet was so stained and filthy that it needed to be replaced.

8. Both parties testified with respect to the deduction for the broken bathroom vanity light which appeared as a \$149.16 deduction on the itemized statement. Petitioners believed the vanity light was broken when they moved into the unit. Respondent pointed to a minimum housing inspection conducted by the City of Burlington on September 26, 2019 which does not list a broken vanity light on it as proof that the light was broken during petitioners' tenancy. Respondent argued that if the vanity light were broken when petitioners moved in, it would have been cited on the Minimum Housing Order. The Board finds the vanity was broken during petitioners' tenancy.

9. Both parties testified with respect to the hole in the bedroom door which appeared as a \$75 deduction on the itemized statement. Petitioners argued that the hole was in the door when they moved into the unit. Again respondent pointed to the September 26 Minimum Housing Order which does not cite a problem with a bedroom door. A photo of the hole in the door submitted into evidence looks as though someone kicked it. The Board finds the damage to the door occurred during petitioners' tenancy.

10. Both parties testified with respect to repairing the front screen door which appeared as a \$146.64 deduction on the itemized statement. Petitioners testified the screen door was in disrepair when they moved into the unit and they asked respondent to

replace it. Respondent pointed to the September 26 Minimum Housing Order which does not cite damage to the screen door as evidence that the damage occurred during petitioners' tenancy. The Board finds the damage occurred during petitioners' tenancy.

11. Both parties testified with respect to the missing refrigerator door seal which appeared as a \$106.95 deduction on the itemized statement. Early in their tenancy petitioners reported to respondent that the seal was broken. The seal was replaced by respondent. During the September 26, 2019 minimum housing inspection no problem with the refrigerator was found. At the end of the tenancy, respondent found the seal was missing and needed to be replaced again. Petitioners did not use the refrigerator in an unusual manner that would have caused damage to it.

12. Both parties testified with respect to the removal of mattresses and a bedframe which appeared as a \$100 deduction on the itemized statement. Petitioners testified that the basement was cluttered with items – including mattresses and a bedframe – when they moved in. Respondent acknowledged there were items in the basement when petitioners moved in, but testified mattresses and a bedframe were not among the items.

13. The Board makes no other findings related to deductions from the deposit as they were not contested by petitioners.

Conclusions of Law

14. 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.

15. 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.

16. 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. 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.

17. Section 18-120(c) of the Minimum Housing Code permits a landlord to retain all or part of the security deposit for the actual cost to repair damage beyond normal wear and tear which is attributable to the tenant in order to maintain the condition and habitability of the unit, for nonpayment of rent, for nonpayment of utility or other charges the tenant was required to pay, and for expenses required to remove from the rental unit articles abandoned by the tenant. Section 18-2 defines normal wear and tear as

the deterioration which occurs, based upon the reasonable use for which the dwelling unit or rooming unit is intended, without negligence, carelessness, accident or abuse of the premises or supplied equipment or

appliances by the occupant or members of his household or their invitees or guests.

In *Mongeon Bay Properties, LLC v. Mallets Bay Homeowner's Ass'n*, the Vermont Supreme Court elaborated on the contours of the normal-wear-and-tear concept. The Court explained that the analysis will examine: 1) whether the tenant made reasonable use of the property; 2) the type of property, as well as its context and use; and 3) whether the tenant took reasonable steps to avoid damage to the property. 2016 VT 64, ¶¶ 32-37, 202 Vt. 434, 149 A.3d 940.

18. Based on the evidence and testimony, and guided by the decision in *Mongeon Bay*, the Board concludes the deduction to replace the living carpet was not proper. The carpet was in poor condition when petitioners moved into the unit. In addition, there was no evidence that petitioner's use of the carpet was unreasonable. However, with respect to steam cleaning the bedroom carpets, petitioners acknowledged they were dirty when they moved out of the unit. Therefore, the Board concludes the deduction to steam clean the bedroom carpets was reasonable and proper.

19. Based on the evidence and testimony, the Board concludes the deductions for the vanity, the bedroom door and the screen door were proper as the damage occurred during petitioners' tenancy.

20. Based on the evidence and testimony, the Board concludes the deduction for cleaning was reasonable and proper. The Board credits Amy Donor's testimony with respect to the condition of the unit before and after petitioners moved into it. Petitioners did not clean the apartment when they moved out and are responsible for the cleaning charges.

21. Based on the evidence and testimony, the Board concludes the deductions for the refrigerator door seal and for removing furniture from the unit were not proper. The items removed from the unit were there when petitioners moved into it; therefore, they are not responsible for the cost to remove them. With respect to the refrigerator door seal, it had been replaced once and there was no evidence to suggest petitioners misused the refrigerator in some way. The Board concludes the damage was not attributable to petitioners.

Order

Accordingly, it is hereby ORDERED:

22. Petitioners Raphael Rosenthal, Bryce Gross, Tye Martin, Scott Barnes and Mason Struck are entitled to recover from Keith S. Aaron Weston Street Trust the following amounts:

- a) \$937.61 of the principal amount of the security deposit improperly withheld after June 8, 2020; and
- b) Additional interest of \$0.006 per day from June 9, 2020 until such date as the amount improperly withheld is returned to petitioners.

DATED at Burlington, Vermont this 4th day of November, 2020.

CITY OF BURLINGTON
HOUSING BOARD OF REVIEW

/s/ Josh O'Hara
Josh O'Hara

/s/ Betsy McGavisk
Betsy McGavisk

/s/ Patrick Murphy
Patrick Murphy

/s/ Olivia Pena
Olivia Pena

/s/ Charlie Gliserman
Charlie Gliserman