

From: [REDACTED]
To: [Bakuli, Ethan](#)
Subject: Public Records Act Request 2020-10845
Date: Friday, December 11, 2020 3:51:03 PM
Attachments: [2020-11-24 Bakuli PRA request.pdf](#)
[2020 12 112020-10845.pdf](#)

Re: Public Records Act Request 2020-10845

Dear Ethan Bakuli,

I write in response to your Public Records Act request dated November 24, 2020, a copy of which is attached for your convenience.

The documents pertaining to your request are attached (Attachment "2020 12 11 2020-10845", pages 001-076).

Personal information has been redacted pursuant to 1 V.S.A. § 317(c)(7).

To the extent you feel information has been withheld in error, you may appeal to the Deputy Attorney General, Joshua Diamond. Such appeal should be in writing:

Joshua Diamond
Deputy Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

Thank you for contacting the Vermont Attorney General's Office.

Sincerely,

[REDACTED]
Complaint Specialist

Consumer Assistance Program
Office of the Attorney General
Mailing Address:
109 State Street
Montpelier, VT 05609-1001

Phone: 800-649-2424

Email: ago.cap@vermont.gov

From: AGO CAP <ago.cap@vermont.gov>
Sent: Friday, March 20, 2020 9:55 AM
To: AGO - CAP
Subject: CAP Complaint

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Ian
Your Last Name	Single
Confirmation Number	WB20-00253
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	East Greenwich
Your State	RI
Your Zip Code	02818
Business Name or Person's First Name	Chris
Person's Last Name	Blackmon
Business Phone (1)	[REDACTED]
Phone (1) Type	Mobile
Business Address	[REDACTED]
Business City	Cavendish
Business State	VT
Business Zip Code	05142

Description	The landlord (Chris Blackmon) improperly evicted me on February 25th. I was only given 12 hours notice of eviction through a text message not the required written notice with 30 days notice. Our lease was month to month. He has now written me a letter stating the I owe him rent for the month of March. He claims that I did not give him proper notice that I will be moving out and owe him for the month, even though he evicted me. I did not receive my deposit or the pro rated amount back from him that I already paid for the remainder of February.
Amount of loss:	375.00

From: Matthews, Deborah
Sent: Thursday, March 26, 2020 9:39 AM
To: AGO - CAP
Subject: FW: Contact Form submitted on Office of the Vermont Attorney General

Deb Matthews

Administrative Assistant
Office of the Attorney General | GCAL
109 State Street, 3rd Floor
Montpelier, VT 05609
Phone | 802-828-3689
E-Mail \ deborah.matthews@vermont.gov

From: Office of the Vermont Attorney General <ago.helpdesk@vermont.gov>
Sent: Thursday, March 26, 2020 2:35 AM
To: AGO - Info <AGO.Info@vermont.gov>
Subject: Contact Form submitted on Office of the Vermont Attorney General

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Name Kellyn

Last Edraney

Email [REDACTED]

Phone Number [REDACTED]

Mailing Address (required for a response) [REDACTED]
Barre, Vermont 05641

Subject Issues with former landlord

Message Hi there- I am really hoping this office can help me with what feels like a very unfair situation. I paid \$700 to do break the lease to my former apartment, [REDACTED] in Burlington, managed by JT's Property Management, and with a landlord by the name of Ghen Fujii. I even paid rent for the month after I was gone (March). I worked really hard to find a replacement, put ads up, and posted online. I finally found a number of people interested. Fast forward to a couple of days ago, and a woman signed on and paid her deposit. I was told I was officially set, good to go, etc.

Fast forward to today- my rental company manager texts me at 10 PM saying that one of my old roommates "might" have COVID (not diagnosed but they had some symptoms), that this manager was going to TELL the new incoming roommate that this other roommate likely had it. They then told me I should as a result expect to continue paying the rent in full as they "doubt anybody will want to move in at this point anyway".

I'm kind of at a loss here. Not only can I absolutely not afford to pay TWO rents at once right now, but they already told me I was off the hook- they found someone, I was "all set to go" per her texts.

Now I am *not* set to go, and they are going to be not making any efforts to rent out to anyone else, leaving me responsible for the cost? I have a lawyer friend and I mentioned to the manager that this lawyer could help us draft some kind of contingency clause for the lease due to this extenuating event, but she basically flipped out on me, told me not to "threaten" her with "the lawyer card", and said she "doesn't want to help me anymore" I don't know if she meant "help" me find a roommate, or if she is essentially planning on discouraging anyone new from moving in at all?

Essentially, I feel this is hugely unfair as it really seems like they are trying to avoid having to deal with a new tenant potentially backing out of something they've put a deposit down on, and want to intimidate me into footing the bill in the meantime. Is there anyone at all who can help me with this? I know this is a difficult position for all involved parties but it seems very unethical to me to convey unconfirmed information about a roommate who very well may have a cold, in order to prevent an incoming tenant from moving in, in order to have me keep paying for a location I moved out of months ago.

Really looking forward to any and all help, thanks.

K. Edraney



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this day by and between BPOJS (Owner) and the following person(s) (tenants):

- 1. Jay Gilbert
- 2. Olivia Fields
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

***No other person(s) may reside in this unit without prior written approval by the Owner, failure to receive permission is grounds for termination of tenancy.

The contract unit is located at _____, _____ City Burlington
 State VT, Zip 05401. The total rent is contracted for the term of 358 Days. The total amount of rent for the initial term is \$ 17,112 payable in equal installments of \$ 1426 and will be paid via ACH debit (ACH sheet attached to lease) on the first of each month beginning June 1, 2020. For the convenience of the Tenant, Landlord allows multiple ACH payments for rent. If Tenant has two or more returned ACH payments, Landlord will require one ACH payment per month for the entire monthly rent amount. The tenant shall pay \$ 0 per month as pet rent for pet(s) described in attached Lease Addendum. Failure to pay pet rent shall be considered a nonpayment of rent. The tenant has deposited \$ _____ with the Owner as a security deposit.

Base rent:	<u>1400</u>
# of BR's x \$16.00/BR Water total:	<u>16</u>
# of BR's x \$10.00/BR Trash total:	<u>10</u>
Pet rent:	<u>0</u>
Total monthly rent:	<u>1426</u>

* tenants initials _____

1. TERM OF LEASE:

The initial term of lease begins on JUNE 1 2020. The initial term of lease ends on MAY 25, 2021. Following the initial term, the lease will be renewed automatically on a yearly basis unless terminated pursuant to Section 5 or Section 6 of this Lease Agreement. Tenants will have until NOV 1, 2020 to renew their lease for the following year. Owner shall inform Tenant(s) of any changes in rent for the following year prior to the above date.

* tenants initials _____

2. UTILITIES & APPLIANCES:

The Owner shall provide for or pay for the utilities and appliances as indicated below by "O" without any additional charge to Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated by "T".

ITEM	PROVIDED BY	PAID BY	ITEM	PROVIDED BY	PAID BY
HEATING NATURAL GAS	<u>0</u>	<u>T</u>	WATER HEATING NATURAL GAS	<u>0</u>	<u>T</u>
BOTTLED GAS			BOTTLED GAS		
OIL/ELECTRIC			OIL/ELECTRIC		
COAL/OTHER			COAL/OTHER		
COOKING NATURAL GAS	<u>0</u>	<u>T</u>	OTHER ELECTRIC		<u>T</u>
BOTTLED GAS			TRASH	<u>0</u>	<u>T</u>
OIL/ELECTRIC			REFRIDGERATOR	<u>0</u>	<u>T</u>
COAL/OTHER			MICROWAVE	<u>0</u>	<u>T</u>
DRIVEWAY PLOWING	<u>0</u>	<u>0</u>	WATER/SEWER	<u>0</u>	<u>T</u>
LAWN CARE	<u>0</u>	<u>0</u>	AIR CONDITIONING	<u>T</u>	<u>T</u>
SHOVELING	<u>T</u>	<u>T</u>			

Tenant shall not waste utilities provided by the Owner. Below lists all other responsibilities to be assumed by either party:

where it can fit

- If you are renting an apartment: Water & sewer will be charged at a flat rate of **\$16.00 per bedroom**. This amount is added to your monthly rent. Trash will be charged at a flat rate of **\$10.00per bedroom**.
- If you are residing in a single family home: your water bill will be sent to you directly, and must be paid to The Burlington Water Department. You must contract directly with a trash removal entity.

Washers & Dryers are X are not allowed on property.

Outdoor pools/trampolines are are not X allowed on the property.

SMOKING in the apartment is not allowed X

Smoking is NOT allowed in the apartment, the following applies to all people: Smoking is prohibited anywhere in your unit; building; including common areas; and within 50 feet of the premises. Smoking includes traditional cigarette, e-cigarette, vaping systems, and marijuana. You are responsible for ensuring that your family members; roommates; guests and invitees also comply with these rules. A violation of this rule may result in termination of the tenancy and eviction.

3. **USE & OCCUPANCY OF CONTRACT UNIT:** A violation of this section may result in the termination of the tenancy and eviction.

a. The Tenant must use the contract unit for residence only by persons listed on this agreement. The unit must be the Tenant's only residence. Tenant shall not assign, mortgage, pledge or encumber this Lease, or the leased premises, or sub-let the whole or any part of the leased premises without Landlord's prior written consent. The Tenant must not assign the lease or transfer the unit. Members of the household may not engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family (i.e. no home-based business of any nature may be operated out of unit). Sublet requires Tenants providing the following: 1) Sublet Request & Consent Form signed by all Tenants and co-signors and 2) signed Lease Addendum RE: Sublet. Tenant(s) named on this lease remain responsible for the payment of rent and condition of the unit until the end of the leased term.

b: **Alterations & restrictions-** Tenant shall not make or allow to be made any alterations, improvements, or additions to the unit without prior written consent of the Owner, including without limitation, the following:

- I. Change or remove any part of the appliances, fixtures, mechanical systems, furnishings, or equipment in the unit.
- II. Paint or install wallpaper or contact paper in the unit
- III. Attach awnings, ceiling fans, window guards, radio aerials or CB and television antennas and transmitters to the unit.
- IV. Attach any shelves, screen doors, or other permanent improvements in the unit.
- V. Install heaters, air conditioners or waterbeds in the unit.
- VI. Place any aerials, antennas, satellite dishes, or other electrical connections on the unit
- VII. Use of the roof for any purpose whatsoever, including, but not limited to, sunbathing or to place any furniture on roof.
- VIII. Cultivate or grow marijuana.

Tenant is responsible for any damage caused by alterations, improvements, or additions to the unit. Specifically, Tenant is responsible for any damaged caused by the use and installation of air conditioners, even when installation is approved by Owner.

c: **Grills-** If allowed Tenant may use gas grills or barbecues on balconies or yard at least **10 feet** of structures. Grills are X are not _____ allowed on the property

d: **Common areas-** The grounds, sidewalks, entrance, hall, passages, stairways and other common areas shall not be obstructed by Tenant or used by Tenant for any purpose other than those of ingress and egress of the unit. This provision applies to Tenant's household members and guests. In the event the Owner receives a monetary fine by a municipality for the Tenant's personal possession being in the common areas in violation of a State fire code or municipal ordinance, Tenant shall be responsible to reimburse Owner for said fine. Failure to reimburse Owner within 30 days of the demand for payment from Owner shall constitute a lease violation and Tenant may be subject to eviction.

e: **Insurance-** Tenant shall do nothing to increase or create extra insurance premiums or insurance risk at or around the premises. Tenant shall protect their own personal property with adequate personal property insurance. It is the intention of this Lease that the Owner shall insure the unit and the Tenant shall insure Tenant's own property. Owner shall not be responsible for any loss to Tenant's possession unless caused by the negligence of the Owner. The Tenant shall be responsible for Tenant's negligent or intentional conduct and the negligent or intentional conduct of the Tenant's household and guests. In the event Tenant resides in an apartment above the ground level and there is an outdoor deck or porch attached, Tenant shall not have any gatherings on this area that results in this area being overcrowded.

f: **Pet Policy-** Under specific guidelines of the Owner's pet policy, any damages or destruction done to the unit caused by Tenant's pet(s) are Tenant's responsibility to reimburse Owner. Failure to reimburse Owner within 30 days of the demand for payment Owner shall constitute a lease violation and Tenant may be subject to termination of tenancy. Tenant will be held accountable for replacement of any flooring if pets urinate on any portion of said flooring, even if the cost exceeds the amount of security deposit. Tenant will be charged current market cost for replacement. Tenant must follow pet addendum on page 13 if pet(s) are permitted:

Pets are allowed _____ are not X allowed on the property
If pets are not allowed at the property, that means no visiting pets as well.

g: **Disturbances-** Tenant agrees not to allow on premises any excessive noise or other activity, which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in building or common areas from similarly disturbing Tenant's peace and quiet. Tenant acknowledges that Tenant is responsible for all conduct, behavior and/or actions of members of Tenant's household and for all guests. Tenants in Burlington shall abide by the attached City noise ordinance.

h: **Parking-** If parking is provided, Owner's parking policy is as follows: **Parking is on a first come first serve basis for leased tenants.** The Owner does not monitor or guarantee access to the parking area. No more than one car per tenant is allowed. Any cars or trucks that are unregistered will be towed at the vehicle owner's expense. If parking tags are issued for your apartment, your apartment will be issued 0 of tags. These tags must be put on your vehicle's back bumper or window. Cars without parking tags will be towed at the owner's expense. Tenant shall not repair, wash, change oil or otherwise maintain any vehicles, boats or other recreational vehicles on the property. Parking is not permitted on the grass or greenspace per Burlington Ordinance. Tenants parking on the grass or greenspace are subject to fines from the City of Burlington.

Parking is X is not _____ provided.

i: **Guest policy-** Tenant shall be allowed to have guests/visitors stay overnight for up to 14 days in a one year period and it does not matter if these 14 days run consecutive or not. Guests are not permitted to park in Tenant parking area. Guest vehicles parked within the Tenant parking area are subject to being towed at the vehicle owner's expense.

j: **Soliciting**- No soliciting allowed on the property by the Tenant, members of the household or guests.

k: **Inspection**- Before taking occupancy, Tenant shall inspect the unit and will sign a completed apartment inspection check list. At time of move-in, Owners only performs inspection walkthroughs with the Tenant, if requested. Tenant's signing of the inspection check list upon completion will be deemed conclusive evidence of the delivery of the apartment in the condition represented by the inspection check list. It is tenant's responsibility to notify Owner of any damage to unit at time of move-in. Upon termination of the occupancy by the Tenant, this same inspection will be completed by Owner (or Owner's Agent) and will be used, if necessary, to determine responsibility for any damages, cleaning, or repair expenses to the unit. Failure of the Tenant to schedule or attend the inspection shall not be deemed a waiver of this clause.

l. **Weapons**- Tenant shall not display or in any way threaten, intimidate or harass any resident, guest or agent of the Owner or Owner's Agent with any weapon of any kind or any instrument that could be deemed or perceived to be a weapon, including, but not limited to, firearms, rifles, shotguns, bb guns, pellet guns, paintball guns, knives, machetes and the like in or on the common areas of the property. Tenant shall not discharge any type of firearm on the property including Tenant's unit.

m. **Tampering with Property**- Tenant shall not tamper with or in any way disable smoke and/or CO detectors in the unit or on the property. This is grounds for termination of lease and eviction. Further, if a fine is imposed by the local municipality or by the State, Tenant shall be responsible to pay said fine if the fine resulted from the Tenant's actions. If Owner is required to pay the fine, the Tenant shall reimburse the Owner within 30 days upon demand or this, too, may be grounds for termination of tenancy and tenant agrees any unpaid assessed fine may be deducted from the security deposit.

4. **MAINTENANCE & UTILITIES: OWNER & TENANT RESPOSIBILITY:**

a: The Owner or Owner's Agent may enter the dwelling unit only for the following purposes: (a) to inspect unit, (b) to make necessary repairs, alterations or improvements/supply agreed services, and (c) to exhibit the unit to prospective purchasers, mortgagees, tenants and workers. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. Owner shall, except in an emergency, give the Tenant 48 Hour notice of Owner's intent to enter, and may then enter only at a reasonable time. If an emergency occurs, the Owner may enter the unit without consent or notice.

b: The Owner is not responsible for damages beyond normal wear and tear caused by the carelessness, misuse, neglect or intentional act of Tenant or any member of the Tenant's household or guest(s). The Tenant is responsible to reimburse Owner for these costs within 30 days of demand for payment. Failure to do so may result in grounds for termination of tenancy.

c: The Tenant must maintain all utilities. Failure to do so may be grounds for termination of tenancy. Tenant must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease. Failure to do so may be grounds for termination of tenancy.

d: **Tenant's Obligation-**

Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with Tenant's permission, Tenant, upon prior agreement with Owner, may repair such damages at Tenant's own expense. If (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner. Owner shall be entitled to charge Tenant for all costs to repair damage caused by Tenant, members of Tenant's household and Tenant's guests. Tenant's failure to reimburse Owner for said repairs upon 30 days demand may be grounds for termination of tenancy. If the Tenant renders unit uninhabitable, Tenant shall be responsible to pay for the rent during the time the unit is damaged.

e: **Late Fees/Return Check Fees**- The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Late charges shall be in the amount of **\$50.00 per delinquent payment**. Said late charges will be in addition to the usual monthly rental and will apply if rent is

unpaid by the **5th** day of each month. There will be a returned check fee and/or ACH Bounce Fee of **\$50.00**. ACH Bounce fees are incurred for insufficient funds or providing incorrect bank account information, please double check the information you provide for your ACH.

f: **Locks-** Tenant agrees not to install additional or different/alternate locks, gates, deadbolts, latches (etc.) on any doors or windows of the dwelling unit without the advance written consent of the Owner. If the Owner so consents, the Tenant will provide the Owner with a key for any and all new lock(s). When this lease agreement terminates, the Tenant will return all keys for the unit back to the Owner, including mail keys. There will be a charge for lost or unreturned keys. The charge for keys are **\$10.00** per key. If the locks or code need to be changed the cost is **\$50.00** per lock set.

5. **TERMINATION OF TENANCY BY TENANT**

The tenant may terminate the tenancy by;

1. During the term of the lease, regardless of the amount of written notice given, Tenant will be held accountable for rent until either the end of the lease term or the Owner has rented said unit. Tenant will also be responsible for charges in paragraph 18.

2. Providing the landlord with notice of intent to vacate in compliance with Section 1; or

3. The Owner and the Tenant mutually agree to terminate the lease.

6. **TERMINATION OF TENANCY BY OWNER:**

a: Grounds-

I. During the term of the lease or any extension thereof, the Owner may terminate the tenancy on the following grounds upon at least 30 days written notice, except for nonpayment of rent which shall be upon at least 14 days written notice:

1. Serious or repeated violations of the terms and conditions of the lease;

2. Violation of Federal, State or local Law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises;

3. Criminal activity (as provided in paragraph b);

4. Nonpayment of rent or repeated failure to pay rent in a timely manner;

5. Any misrepresentation or false statement of information on Tenant's application regardless of whether intentional or negligent;

6. Interfering with the management of the property;

7. Causing an undue financial burden on the property;

8. Other good cause (as provided in paragraph c).

II. The requirement to terminate tenancy for such grounds;

1. Applies during the term of lease, including the initial term and any extension term; and

2. Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term.

b: Criminal activity-

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

I. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residences (*including conduct/actions against or harassment of the Owner and/or property management staff and/or any agents/contractors/vendors of the Owner*);

II. Any activity including criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

III. Any violent criminal activity on or off the premises;

IV. Any drug related criminal activity on or off the premises;

V. Any other activity which impairs the physical or social environment of the premises.

VI. Illegal use or possession of a controlled substance; or

VII. Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

VIII. Interference with management of the property

IV. Criminal Activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the Tenant's control shall not be cause for eviction for the Tenant or immediate family member of the Tenant's household who is a victim of domestic violence, dating violence, sexual assault or stalking and as a result Tenant victim could not control or prevent the criminal activity. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence or if there is an actual or imminent threat to other residents, the larger community, Owner/Owner's agents or persons providing service to the property if the Tenant is not evicted.

The Owner may terminate the tenancy for criminal activity in accordance with this section if the Owner determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the Owner may terminate the tenancy if any member of the household is:

1. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
2. Violating a condition of probation or parole under Federal or State Law.

c. Other good cause for termination of tenancy-

I. During the first year of the initial lease term or anytime during the tenancy, other good cause for termination of tenancy must be something the Tenants did or failed to do.

II. During the initial term of lease or during and extension term, other good cause includes, but is not limited to:

- a. Disturbance of neighbors,
- b. Destruction of property,
- c. Failure to maintain utilities or wasting utilities provided by the Owner,
- d. Failure to pay Owner for damages caused by Tenants.
- e. Allowing persons not named on the lease to reside in the unit without Owner's prior

written consent, or

f. Living or housekeeping habits that cause damage or present safety concerns to the Tenant, other residents or the unit or premises or that may otherwise result in minimum housing violations.

g. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will *not* be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be good cause for terminating a lease held by the victim of such violence.

- h. Violations of paragraph 3 of this lease.

d. Eviction by court action-

The Owner may only evict the Tenant from the contract unit by instituting a court action.

7. Intentionally left blank:

8. SECURITY DEPOSIT:

a. The Owner will collect a security deposit from the Tenant equal to the initial month's rent. Owner has collected \$ _____ from the Tenant to be applied towards Tenant's security deposit.

b. When the Tenant moves out of the contract unit, the Owner, subject to State and local Law, may use the security deposit, including any interest on the deposit (if applicable), in accordance with the Lease, as reimbursement for any unpaid Tenant rent, unpaid utilities, damages to the unit beyond normal wear and tear, unreturned keys, late fees, returned check fees, expenses to remove rubbish or store articles abandoned by Tenant or other amounts that the Tenant owes under the Lease.

c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant within fourteen (14) days from the date on which the Tenant is known or is reasonably believed to have vacated or abandoned the unit by Owner placing the list of charges and unused balance in the mail.

d. If the security deposit is not sufficient to cover the amounts the Tenant owes under the lease, the owner may collect the balance from the Tenant.

e. In the event Tenant violates the terms of the lease and it is necessary for the Owner to terminate the tenancy, including early termination by Tenant, the deposit may be retained pursuant to paragraph 5 and paragraph 18.

f. If more than one person is named the Tenant, such persons agree that they will work out the details of dividing any security refund among themselves. The Owner shall pay a security deposit refund to only one adult person named in Section 8(g). Owner shall not and is not obligated to return a security deposit or any portion thereof until the last named Tenant, or approved sublettor, on the lease has vacated the unit.

g. The security deposit shall not be used for the last month's rent.

Owner shall return the deposit to the first listed Tenant on Page 1 of this Lease Agreement. Any changes to Section 8(g) shall only be accepted in writing and with approval of all listed Tenants.

It is the responsibility of the tenant to provide a forwarding address for the security deposit return. Failure to do so will result in the return being sent to the apartment address.

*** This person will also be listed on your Landlord Certificate for taxes.

9. **MANDATORY RECYCLING/COMPOSTING:**

In jurisdictions, where recycling is mandatory (and composting in 2020), Tenant shall comply with the applicable ordinances and regulations on mandatory recycling and composting. Tenant shall sort and separate recyclable and compostable materials from all other solid waste and place recyclables in proper recycling/composting containers provided. If the local jurisdiction or state finds the Tenant has violated any provisions of the recycling or composting laws, Tenant shall pay all costs, expenses, fines, penalties or other damages imposed upon the Owner or Tenant by reason of Tenant's failure to comply with the law. Tenant agrees to indemnify the Owner accordingly.

10. **PROHIBITION OF DISCRIMINATION:**

In accordance with the applicable equal opportunities statues, executive orders, and regulations, the Owner does not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, age, familial status, disability, gender identity or gender-related characteristics or because a person intends to occupy the unit with one or more minor children, or because a person is a recipient of public assistance in connection with the lease.

11. **WRITTEN NOTICES:**

When this lease requires any notice by the Tenant or Owner, except Notices of Termination, the notice must be in writing and send via electronic mail:

Notice to the Owner shall be sent to: bissbilling@comcast.net

Notice to the Tenant shall be sent to the email provided on each tenant's application

12. **LEAD-BASED PAINT DISCLOSURE:**

Housing built before 1978 may contain lead based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, owners must disclose the presence of lead based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

(X) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are applicable and is attached to this lease.

() Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards are NOT applicable and is attached to this lease.

13. **JOINT & SEVERAL LIABILITY:**

If more than one person is named as the Tenant herein, the obligations and liabilities of such persons hereunder shall be joint and several.

14. **SEVERABILITY:**

If any provisions of this lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **WAIVER:**

No failure or delay by Owner to enforce any term of this lease shall be deemed a waiver. The acceptance of rental payments or partial rental payments shall not waive Owner's right to enforce any term of this lease, including but not limited to, the Owner's right to pursue its remedies for non-payment of rent.

16. **ATTORNEY'S FEES:** If the Tenant acts in violation of this lease, Owner has to defend against Tenant claims, or Tenant fails to vacate upon receipt of a termination notice and the Owner has to hire an attorney to pursue those claims, the Owner shall be entitled to collect reasonable attorney's fees and other costs and expenses from the Tenant, including reasonable attorney's fees and expenses for sending any termination notices. Nonpayment of attorney's fees may be considered a breach of this lease agreement.

17. **DELIVERY OF POSSESSION:** The Owner's obligation to deliver possession of the unit is contingent upon the current occupant of the unit vacating the unit and removing all personal property from the unit. The parties acknowledge that failure of the current occupant of the unit to deliver possession shall cancel this Lease, and all deposit monies and pre-paid rent shall be returned to Tenant.

18. **SURRENDER OF UNIT; BREAKING LEASE:**

If the Tenant vacates the unit prior to the expiration of the term (i.e. breaks the lease) regardless of the amount of notice given by Tenant, Tenant shall be liable to pay Owner of all reasonable costs incurred by Owner in turning over the unit (cleaning the unit, carpets, painting etc.), advertising costs incurred by Owner to re-let the unit and for any rent lost until such time as a new tenant is found for the unit. Owner and Tenant agree that the cost for Owner to re-let the unit is 1/2 of the monthly Base Rent. Tenant's security deposit shall be made available to cover part or all of these consequential damages that may be incurred by the Owner because of Tenant's breach of lease.

19. **DAMAGES TO UNIT/HABITABILITY:**

This lease may, at the Owner's discretion, terminate immediately should the lease premises become so damaged by fire or other casualty, so as to be uninhabitable for any period of time. Termination by the Owner in no way limits the right of the Owner to repair the property and make the unit available to future rental.

20. **OTHER TERMS & CONDITIONS:**

a. In Burlington, Tenants shall abide by the Burlington noise ordinance. A copy of the ordinance is attached to this lease agreement.

b. Smoke detector/carbon monoxide detector/fire extinguisher release. I, the undersigned acknowledge that upon move-in I will personally check the Smoke detector/carbon monoxide detector/fire extinguisher in the unit that we are renting and find them to be in good working order. The Law requires Owner to provide working Smoke detector/carbon monoxide detector/fire extinguisher in the unit. I/we agree that the smoke detectors and carbon monoxide detectors are installed in the ceilings or walls in order to alert me as to the presence of smoke or carbon monoxide in order to help save my life in case of a fire or a carbon monoxide leak. I also agree that by removing the Smoke detector/carbon monoxide detector/fire extinguisher or disabling them in any manner is putting my life at great risk in case of fire, or carbon monoxide leak and by doing so I am absolving the Owner or Owner's Agent from any responsibility for losses due to my noncompliance with the Law or malfunction of the alarms. I also know I am in direct violation of this Lease agreement.

It is understood that the Owner shall be responsible for servicing or maintaining the Smoke detector/carbon monoxide detector/fire extinguisher in the said unit. Tenant must provide the Owner with timely notification of Smoke detector/carbon monoxide detector/fire extinguisher malfunctions in order for the device to be repaired or replaced as soon as possible.

c. **Renters Insurance. I understand that I must obtain "Renter's Insurance" to cover any losses to personal contents of this said unit. The Owner's insurance does not cover my personal belongings.**

(tenant initials) _____

SIGNATURES:

Owner hereby grants, demises and lets to Tenant, and Tenant hereby takes and lets from Owner, the unit described above, on the terms, covenants and conditions set forth herein. By the Tenant's signature below, Tenant acknowledges that all provisions of this Lease have been read and are understood and that said parties agree to be bound by the terms and conditions of this Lease and any additional documents, rules, policies and regulations attached or incorporated by reference. All adult members of the household must sign this Lease. Tenant, This Lease is a JOINT & SEVERAL OBLIGATION.

TENANTS:

Printed Name:	Signature:	Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Printed Name:	Signature:	Phone:	Email:
Printed Name:	Signature:	Phone:	Email:

CO SIGNERS/GUARANTORS:

****NOTICE TO COSIGNER OR GUARANTOR: Your signature on this Lease means that you are equally liable for payment of the rent and compliance with the terms of this Lease, including payment of attorney's fees. If the Tenant does not pay the rent or the Unit is damaged, the Owner has a legal right to collect from you. This Lease is a JOINT & SEVERAL OBLIGATION.**

Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:
Printed Name:	Signature:	Phone:	Email:	Tenant Name:



Agent

Date: 2/24/2020

RENTAL ADDRESS



ADDENDUM TO LEASE

REGISTRATION FEES: Tenant is responsible for the payment of Burlington Rental Unit Registration Fee. This fee is currently **\$110.00** per apartment, or the prevailing rate as mandated by the city of Burlington, whichever is higher. The fee is due upon signing of the lease and/or renewals, annually.

CERTIFIED MAIL: Tenants are responsible for paying any certified mail charges of \$4.10 per mailed item.

TRASH REMOVAL: Owner is NOT responsible for extra trash. This includes furniture, tires, TV's, computers, electronics, appliances, mattresses, (etc.). If Owner is charged for any additional fees, you will be held responsible for all charges incurred. If we are charged by the City of Burlington, Code Enforcement and a fine is incurred for these items left on our property, this fine will be your responsibility. We will deduct this amount from your damage deposit if you haven't paid in full prior to your vacating the apartment.

PARKING: Parking is first come, first-served as described in Section 3 of the Lease Agreement. All vehicles must be registered, inspected and operable. Upon move in you will be issued a parking tag, you must place this tag clearly visibly on your vehicle. Any vehicles that do not have a tag or meet these requirements will be towed. Owner is **NOT** responsible for any towing, storage or damage to any vehicle towed. **PLEASE DO NOT PARK IN FRONT OF DUMPSTERS AT ANY TIME.**

GRILLS: You must keep any grills off your deck or porch at least 10 feet away from building. **THIS IS A FIRE HAZARD.**

CANDLES/INCENSE: The burning of incense is not allowed at the property. Candles may be burned within the unit, but must not be left unattended nor placed near combustible material. Violation of this section will be considered a breach of your Lease Agreement and may result in the termination of your tenancy. Tenant is responsible for any damage caused to building by their use of candles.

PLUMBING: If a plumber is required to unclog a toilet, sink or bathtub due to tenant negligence (including but not limited to: toys, razors, feminine hygiene products, diapers, food, hair, etc.). Tenant is responsible for all bills incurred for these repairs & labor.

SMOKE DETECTORS: Smoke detectors must be operable at all times in your apartment. **DO NOT** take the batteries out or disconnect the detectors from the base. If you disengage the units, you will be in direct violation of the City of Burlington's Code Enforcement Law and **YOU** will be fined if they find the detectors not in operation. Replacement cost is \$75 per detector.

LOCK OUTS: If you are locked out of your apartment during regular business hours (9:00am-5:00pm) there is a maintenance service that will unlock your doors. You will be charged for replacement keys if necessary. However, if you are locked out after 5:00pm during the week or at any time on the weekend, you will be charged \$50.00 to have the on-call property maintenance service let you in.

EMERGENCY CALLS: The afterhours emergency number for Bissonette Properties is for true emergencies at the Premises (i.e. flooding, heat issue in winter, gas leak, etc.), any after-hours calls made by Tenant that are not due to an emergency may result in a charge.

PETS: Keeping pets *without permission* from Owner will result in immediate removal of pet(s) and termination of your tenancy. Pets require a Pet Addendum.

PEST CONTROL: If you have a pest problem in your apartment Owner will have an exterminator rid your apartment of the infestation. Upon inspection of pests Owner will immediately resolve the infestation at your expense. **YOU** are responsible for the cost to eradicate the pests. In the case of bedbug infestation we utilize a high heat process (most effective). The minimum charge to eradicate a bedbug infestation is \$1,200.00. You can help prevent bed bug infestation by not purchasing used furniture or bedding from unknown sources for use in the apartment. If you are bringing in used items you need to check them thoroughly before move in.

UTILITIES: Upon signature of Lease it is tenant's responsibility to call and have all utilities switched into their name. If you do not have the utilities switched over, there will be a 10 day shut off until the utilities are taken care of. Owner will charge you for all utility bills that have not been paid. You must keep all utilities in your name until the last day of your lease term. Delinquent utilities are subject to a 1% interest charge after 30 days.

ABANDONMENT: Landlord shall have no liability to Tenant, and Tenant shall indemnify and hold the Landlord harmless from and against any and all claims arising from Landlord's handling and/or disposal of any personal property remaining on the premises after the Tenant has vacated. It is agreed that any personal property remaining on the premises after the Tenant has vacated shall be deemed abandoned by the Tenant and Landlord may dispose of the personal property without notice to the Tenant and without liability to the Landlord

<hr/> Tenant Signature Date	<hr/> Tenant Signature Date	<hr/> Tenant Signature Date
<hr/> Tenant Signature Date	<hr/> Tenant Signature Date	<hr/> Tenant Signature Date
<hr/> Tenant Date	<hr/> Tenant Signature Date	<hr/> Tenant Signature Date
<hr/> Owner _____		

Disclosure of Information on Lead-Based Paint/ Lead-Based Paint Hazard

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. Before renting pre-1978 housing, Owner must disclose the presence of known lead based paint or hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

a. Presents of lead based paint and/or lead based paint (check which applies)

 X Known lead based paint and/or lead based paint hazards are present in the housing:
ALL BUILDINGS WHICH PRE-DATE 1978 HAVE KNOWN LEAD PAINT, EMP INSPECTIONS ARE DONE ANNUALLY BY BISSONETTE PROPERTIES AND ARE UP TO DATE AND CODE.

 Owner has no knowledge of lead based paint or hazards in the housing. Records and reports are available to the Tenant.

 Owner has provided the Tenant with all available records and reports pertaining to lead based paint and hazards in the housing. Listed documents:

 Owner has no reports or records pertaining to lead based paint and hazards in the housing.

Tenants Acknowledgement:

 Tenant has received copies of all information listed above

 Tenant has received the pamphlet "Protect your Family from Lead in Your Home" in electronic form

Agents Acknowledgement:

 Agent has informed Tenant of the Tenant's obligation under 42 U.S.C 4852 (d) and is aware of their responsibility to ensure compliance.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Owner	_____ Date				

SECURITY DEPOSIT AGREEMENT

VERY IMPORTANT, you MUST have all your rent paid IN FULL (the last month of your vacancy) before your last month of vacancy. You may NOT use your security deposit as your last months rent. Any rent received after the 5th will result in a \$50.00 late fee. This will also delay the return of your security deposit. Tenant and Owner agree that the following may be deducted from the security deposit:

1. **UTILITIES:** All utilities must be turned on into your name prior to move in as well as having utilities remain in your name until your move out date. Do not shut off or transfer into any other persons name until you have vacated the unit. Please be sure you have your water bill paid in full before you leave. If you have a balance left on any of your utilities that will be deducted from your security deposit.

2. **FURNITURE:** Please remove all your belongings, including furniture and electronics out of the apartment. You may not throw any of these unwanted items in the trash or leave them in the front of the building. These are additional fees and you *will* be held accountable for these costs.

3. **VACATING:** You are required to leave the apartment on May 25, 2021 no later than 11:00 am. Staying beyond this date and time will result in a penalty charge of \$ 46 per day.

4. **CLEANING:** Once you have vacated your apartment, we ask that it be left in the same condition it was when you first moved in. Any excessive cleaning or damages to the apartment will be deducted from your security deposit. The apartment must be cleaned before you have turned in your keys. The following may be additional cleaning deductions:

- a. Clean all appliances inside & out- including refrigerator, stove, microwave, dishwasher, washers & dryers. Please pull out large appliances and clean behind and underneath. Please note: DO NOT use cleaning products on a SELF CLEANING OVEN.
- b. Wash baseboards, trim, walls and doors, including exterior doors. Also clean windows, window sills, window blinds, light fixtures, light switches, vents, and air covers/fans.
- c. Clean toilets, base of toilet, tub, shower, sinks, faucets, counters, backsplash, soap dispensers, vanity, mirrors and floors.
- d. Wipe out all cabinets, drawers, closets and shelving units.
- e. Check smoke detectors, and clean out vents.
- f. Dispose of all trash and boxes. Everything must be out of the unit, sweep porch, front entrance and clean out garage and/or storage space.
- g. Please mop and clean all flooring, have carpets shampooed and vacuumed. If Tenants fail to arrange for carpet cleaning, Owner will have a contract for service and deduct the expense from your deposit.
- h. Repair any holes in the walls including nail holes from pictures etc.
- i. Clean up front and back yard, including any trash or furniture.
- j. The replacement cost of smoke/carbon monoxide detectors is \$75 per detector.

*If prior to moving out you do not clean the items listed below and/or leave the unit in a satisfactory working order, the following charges will be deducted from your security deposit or owed to Bissonette Properties if your security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item needs to be cleaned or repaired. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

<u>kitchen cleaning:</u>	<u>bath cleaning:</u>	<u>misc. cleaning/repairs:</u>	<u>living areas (br/lvrn/common):</u>
oven / stove top \$70	tub/shower \$75	patch/re-paint \$50/hr	shampoo carpets \$75
microwave (if provided) \$30	sink & fans (each) \$25	trash (in apt.) \$60	windows (each) \$10
refrigerator / freezer \$65	vanity/mirrors \$25	furniture left \$60/item	baseboards _(per room) \$25
cabinets / counter tops \$75	washer/dryer \$20		wash walls _(per room) \$40
Floors (vacuum/sweep/mop/rm) \$25	doors/windows (per)\$15		trash (greenbelt) \$50 per item
yard clean-up \$150	toilets/base \$35		

Tenant Signature	Date	Tenant Signature	Date	Tenant Signature	Date
Tenant S	e	Tenant Signature	Date	Tenant Signature	Date
Owner/P					

Regardless of length of occupancy, if the walls must be spackled and/or paint touched up due to marks or damage, the labor charge is \$50 per hour.

* **Replacement Charges:** If any of these items are missing or damaged to the point that must be replaced when you move out, you will be charged for the current cost of the items, plus labor/service charges. The prices given for the items listed below are average prices only. If we incur a higher cost for cleaning or repairs you will be responsible for paying the higher cost. Please note: this is not an all-inclusive list; you can be charged for cleaning or repairs other than what is listed below.

glass doors	\$150	fire extinguisher	\$55
window screens	\$45	bath mirrors	\$95
windows	\$150	doors	\$135
light fixtures	\$50	refrigerator shelves	\$30
counter tops	\$250	oven racks	\$30
broiler/oven pans	\$30	smoke detectors	\$75 ea.
blinds	\$40 each	Flooring <small>(carpet/tile/wood/others)</small>	\$100+ <small>(actual cost upon inspection)</small>
combo lock replacement	\$180	unreturned keys	\$10 ea.

5. **KEYS:** You must return all keys to the apartment as well as mailbox keys and any duplicates you have made back to Bissonette Properties before 11:00 am on your move out date. You may leave your keys on the kitchen counter if easiest. Any keys not returned are subject to a charge of \$10 per key. ***If you do not abide by the move out date & time you will be charged an additional prorated rent rate.***

6. **SECURITY DEPOSIT:** Return of the security deposit shall occur in accordance with paragraph 8 of the lease agreement. Only 1 check will be issued to the person identified in paragraph 8(g). In order to receive your security deposit refund, you must:

- a. Provide your new forwarding address, otherwise checks will be mailed to your last known address (i.e. the rental unit).
- b. Be sure to thoroughly clean the apartment and repair any damages that are your responsibility.
- c. Leave your utilities in your name until the last day of your lease.
- d. Abide by your Lease Agreement
- e. Note: a single security deposit check will be issued within 14 days of your move out date, in compliance with paragraph 8 of the lease agreement.
- f. Check will be made out to the person identified on paragraph 8(g).
- g. If the damages exceed the amount of your damage deposit the Owner may collect the balance from the Tenant.

* Security deposits will be mailed within 14 days of your move out and when all inspections are complete to the person and address provided in Section 8(g) of the lease.

Tenant Signature	Date	Tenant Signature	Date	Tenant Signature	Date
Tenant Signature	Date	Tenant Signature	Date	Tenant Signature	Date
Tenant Sig	Date	Tenant Signature	Date	Tenant Signature	Date
Owner/Pro					

PET ADDENDUM

NOW COMES Bissonette Properties, Landlord, and _____

_____, Tenant(s), who on _____

executed a lease for the following premises: _____. Notwithstanding anything to the contrary in the above-referred to Lease, that Lease shall be amended as follows:

Tenant shall keep NO animals on the premises except as follows:

Type: _____

Name of animal: _____

Age of animal: _____

As a condition of Landlord permitting an animal on the premises, the Tenant(s) agrees as follows:

1. Tenant(s) shall pay a monthly pet rent of \$ _____.
2. The animal shall not disturb the quiet enjoyment of other residents.
3. Any animal waste will be promptly and sanitarly disposed of by the Tenant(s).
4. It is expressly understood that the animal shall always be accompanied by the Tenant(s), or a responsible designee, when the animal is outside of the apartment and in the common areas. The Tenant(s) shall always have physical control of the animal when it is outside of the apartment and in the common areas.
5. Tenant(s) shall provide Landlord with a certificate from a licensed veterinarian indicating that the animal is healthy and has received all required vaccinations.
6. Tenant(s) shall indemnify and hold the Landlord harmless from any costs, claims, damages, expenses, or attorney's fees arising directly or indirectly, including consequential damages, as a result of this or any other animal being on the leased premises or common areas with the tenant's permission.
7. Tenant(s) agrees not to permit pet to damage the apartment including but not limited to scratching at doors, urinating and defecating on carpeting or flooring. Tenant agrees to take full responsibility for any damages to the property caused by pet. Upon vacating the apartment, all physical evidence of the pet shall be removed, the apartment fully cleaned, deodorized, rugs shampooed, and fleas or other pet-related bugs exterminated at Tenant's expense
8. Tenant agrees to confine or temporarily remove the pet from the unit when landlord needs to show or access the unit.
9. Violation of any of the above conditions shall be grounds for termination of the lease. Tenant(s) can avoid termination of the lease by removal of the animal from the premises, and otherwise comply with section 7 and 8 above.

Signed this _____ day of _____, _____.

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date

TENANT INFORMATION

this is pertinent information that you may need. Please keep this sheet in your apartment for easy access

***** *We do not accept cash payments for rent* *****

1. **Utilities** **have utilities switched into your name immediately**

Vermont Gas	802.863.4511
Burlington Electric	802.865.7300
Green Mountain Power (Winooski)	888.835.4672
Public Works (water and recycling)	802.863.4501
Myers Trash	802.655.4312

2. **Bissonette Properties**

Office (Mon-Fri 9:00-5:00):	802.864.4449
Fax:	802.864.4447
Emergency:	802.860.8135 (<i>After 5pm and weekends</i>)
Shane Bissonette:	

bissbilling@comcast.net

Mailing Address:

100 North Street,
Burlington VT 05401

Office Staff

Margo Yeadon-Office Manager:
margo@bissonetteproperties.com

Addy Bara -Property Manager:
addy@bissonetteproperties.com

Lauren Austin- Sales Representative:
lauren@bissonetteproeprties.com

Aly Reid- Sales Representative:
aly@bissonetteproeprties.com

Emily Saber- Sales Representative:
emily@bissonetteproeprties.com



3. **EMERGENCY CALL 911**

Burlington Police

802.658.2704

CITY OF BURLINGTON

An Ordinance in Relation to

NOISE CONTROL

Signed by the Mayor 5/8/96

Published 5/15/96

Effective 5/8/96

It is hereby ordained by the City Council of the City of Burlington, as follows:

That the code of ordinance of the City of Burlington be and hereby is amended by deleting Sections. 21-13, 21-14, 21-15, 21-16 in their entirety, by adding new Sec. 21-13 and by amending Sec. 21-565 thereof to read as follows:

Sec. 21-13. Noise Control Ordinance

I. Purpose. The purpose of this section is to preserve the public health, safety and welfare by prohibiting excessive and disturbing noise and to prevent noise which is detrimental to the peace and good order of the community. It is the goal of the ordinance to allow all residences of our city to peacefully coexist in a manner which is mutually respectful of the interest and rights of others.

II. Prohibited Noise Offenses.

a. General Prohibition. It shall be unlawful for any person to make or cause to be made any loud or unreasonable noise. Noise shall be deemed to be unreasonable when it disturbs, injures, or endangers the peace or health of another or when it endangers the health, safety or welfare of the community. Any such noise shall be considered a noise disturbance and a public nuisance.

b. Express Prohibitions. The following acts, which enumeration shall not be deemed to be exclusive, are declared to be noise disturbances:

1. Radios, televisions, musical instruments, phonographs and similar devices. the operation or permitting the use of any musical instruments, radios, televisions, phonographs or other devices for the production or reproduction of sounds in such a manner as to be audible through walls between units within the same building, from another property or from the street.

2. Motor Vehicles Sound. The operation or permitting the operation of any radio, stereo, or other sound amplification equipment from a motor vehicle that is audible at 25 feet from such vehicle. The term "motor vehicle" shall mean any car, truck or motorcycle.

3. Parties and Social Events. It shall be unlawful for any person in charge of a party or other social event to allow that party to produce noise in a loud or offensive manner such that the noise interferes with the peace or health of members of the public or is audible through walls between units within the same building, from another property or from the street. A person shall be deemed to be in charge of a party or social event when that social event occurs on private property and the person is present at the event and resides on the premises involved or is a person who lives in or on the premises involved and who has authorized the use of the premises for such event.

4. Machinery. The operation of, permitting or direction of any power equipment or machinery outdoors between the hours of 9:00pm and 7:00am except in emergency situations is permitted.

5. Construction Noise. The excavation, demolition, erection, construction, alteration or repairs of any premises or structure between hours of 9:00pm and 7:00am except in emergency situations is permitted.

6. Loud Speakers. The use of loudspeakers or other sound amplification equipment upon the public street for the purpose of commercial advertising or attracting the attention of the public to any building or site is permitted.

III. Exemptions. Noise from the following sources shall be exempt from the prohibition specified herein:

a. All safety signals and warning devices or any other devices used to alert persons to any emergency or used during the conduction of emergency work including, but not limited to, police, fire and rescue vehicle sirens.

b. The repair and maintenance of municipal facilities, services or public utilities when such work must be accomplished outside daytime hours.

c. Snow removal equipment operated within the manufacturer's specification and in proper operation condition.

d. Musical, recreational and athletic events conducted by and on the site of a school or educational institution.

e. Events conducted by or permitted by the City. Person operating an event under the authority of an entertainment permit, parade/street event permit or sparks special use permit shall comply with all conditions of such permits with respect to noise control issues.

f. Construction or repair work which must be done to address and emergency health or safety concern and that cannot be accomplished during daytime hours and which is not work, which includes normal maintenance and repairs.

IV. Notification by Property Owners of Renting.

Owner of rental housing shall be required to provide a copy of this ordinance to a tenant at the start of tenancy, however, the failure of an owner to provide a copy of the ordinance shall be a defense to a violation of this section.

a. First Offense. A first offence of any provision of this ordinance by a person during a calendar year shall be deemed a civil ordinance violation and shall be punished by a fine from \$100.00 to \$500.00. The waiver fine shall be \$100.00. Any law enforcement officer may issue a municipal complaint ticket for such offense.

b. Second Subsequent Offenses. A second offense during a twelve month period shall be deemed to be a criminal offense and shall be punishable by a fine of \$200.00 to \$500.00. Each subsequent offense shall be deemed a criminal offense and shall be punishable by a fine from \$300.00 to \$500.00.



CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize BPJS (company) to initiate entries to my (our) checking/savings accounts at the financial institution _____ (bank). This authority will remain in effect until BPJS (company) is notified by me (us) in writing to cancel it in such time as to afford BPJS (company) and _____ (bank) a reasonable opportunity to act on it.

Name of Financial Institution

Address of Financial Institution

Routing Number

Account Number

Type of Account: Checking Account

Savings Account

\$ _____
Amount Pulled

6/11/2020
Start ACH Withdrawal Date

Print Name

Date

Signature

Date

Rental Address

VOID

MUST PROVIDE A VOIDED CHECK OR A BANK DOCUMENT

From: AGO CAP <ago.cap@vermont.gov>
Sent: Thursday, April 2, 2020 5:17 PM
To: AGO - CAP
Subject: CAP Complaint

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Kim
Your Last Name	Fields
Confirmation Number	WB20-00311
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Age	[REDACTED]
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Shelburne
Your State	VT
Your Zip Code	05482
Is your complaint about:	A landlord
Business Name or Person's First Name	Bissonette Properties
Business Phone (1)	802-864-4449
Business E-	bissbilling@comcast.net

Mail Address	
Business Address	100 North St
Business City	Burlington
Business State	VT
Business Zip Code	05401
Description	<p>Olivia Fields and Jay Gilbert signed a lease for June 1, 2020 a rental on [REDACTED] Burlington from Bissonette Properties. In good faith both my daughter who is a student at Champlain College that had two jobs and Jay who is employed at the moment were renting this unit. My daughter has [REDACTED] and the uncertainty of Jays employment could change at any moment. Originally, they asked for co-signers and I was willing to co-sign, however, i cannot as My oldest daughter also [REDACTED] and having to help her [REDACTED]</p> <p>i personally spoke to Bissonette Properties, Lauren and then Olivia and Jay aslo spoke to them about getting out of the lease. since we are two months away, we were trying to work with Bissonette to help us in this difficult situation.</p> <p>They stated that they will hold us to the lease, besides taking half of their deposit of \$1,426, if Bissonette cannot find another tenant, they will have to pay the full years rent.</p> <p>i am disappointed that the employee that we are dealing with has not spoken to the owner or given us any alternatives to the existing crisis we are in. i work for a great company that is making all kinds of concessions for customers to ease them through this and I am so disappointed that one of the longest standing Property Management companies in VT, cannot find it there servicing to work with these young individuals that are just starting out. [REDACTED] They would have if the world was not currently at a standstill with employment and other issues.</p> <p>Olivia Fields and Jay Gilbert, need some guidance on how to handle this situation, when the state is already trying to make concessions for individuals that are currently in this situation and they have not even started and are at a disadvantage.</p> <p>Please advise us. Thank you! Olivia Fields, Jay Gilbert and Kim Fields</p>
Amount of loss:	\$1,426 plus potentially \$17,112 if lease cannot be broken
How would you like this matter to be resolved?	I would like the deposit back and for us not to be held to the June 1st lease agreement signed.
Incident Date	4/1/2020 12:00:00 AM

From: [REDACTED]
To: [Consumer](#)
Cc: [REDACTED]
Subject: Complaint #WB20-00311 Fields/gilbert
Date: Thursday, April 2, 2020 8:05:59 PM
Attachments: [REDACTED] - [UNSIGNED lease 2020-2021.pdf](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Attached is a copy of the lease they signed. However, this one is the unsigned lease because I do not have a scanner at home to send you the actual signed one. They signed this lease in good faith and on the original signed lease there was no co-signers signatures at the time, they did not ask for them. Now they are asking for them. Olivia and Jay have text messages from Bissonette this week asking for them. When I called them on Wednesday, April 1st. The next day when Jay and Olivia phoned them, they are stating they will still be liable as they do not need co-signers. At the time they completed the on-line application, there supposedly a box that they checked stating they could get co-signers. The lease is not actually signed with them and in good faith Bissonette accepted the lease without co-signers.

Also, the woman that we all spoke to is a sales representative and did not escalate as I asked her to the office Manager. The sales persons name is Lauren Austin and the Office Managers name is Margo Yeadon for Bissonette Properties.

Please let me know what else you may need. Below, I copied their email from today stating they would break the lease.

Thank you for your assistance in this matter.

Kim E. Fields
[REDACTED]

The security, delivery, and timeliness of delivery of electronic mail sent over the Internet is not guaranteed. Most electronic mail is not secured. Do not send us confidential information like social security numbers, account numbers, or driver's license numbers by electronic mail.

The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, re-transmission, dissemination, or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this e-mail in error, please contact the sender and delete the material from the computer.

From: [REDACTED]
To: [AGO - CAP](#)
Subject: Heating Oil inquiry/issue during the pandemic and prior issues.
Date: Saturday, April 11, 2020 10:31:12 AM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

I am and have been a customer of Fred's Energy in Morrisville Vermont for many many years. I am determined as a "pay before you get delivered" customer and have always done that.

In the past I have had several upsetting instances with Fred's energy, which is the chosen company of the landlord that owns the house I rent. The following are situations I have experienced with them (as [REDACTED] a customer):

- Being refused reasonable assistance in difficult times
- Being repeatedly talked negatively to and insulted by an employee there (dispatcher)
- Being charged the HIGH emergency delivery fee when oil requested paid for on My delivery day and they literally were at my house delivering before I returned home from the office and they were already on my road when doing so.
- During this shut down/pandemic and revised practices, realized I my tank is on empty this morning. I am unable to go purchase off-road diesel due to health and restrictions/personal restriction right now. I called for an emergency delivery, reached dispatch who had a tech call me. (very nice man: Cody). Asked questions and explained my situation. He called the manager and called me back. Fred's is refusing delivery (they don't deliver on weekends all of a sudden in an emergency? until Wednesday (my normal delivery date). He can come bring me 10 gallons only for the emergency delivery fee of \$180. What I am being told is That is my only option if I cannot go get myself some off-road diesel and wait to call Monday. What I am hearing is that they are refusing to in this time of lockdown. It has been decreed (By the president? Governor? Not sure) that people cannot be refused essential survival needs during this time in general or for the inability to pay immediately. Fred's energy continues to be a constant harmful and disappointing company that unfortunately, I have no option to deal with.

I would like to be contacted regarding this issue and I would like to report them for unethical behavior in the current lockdown when the president has said we cannot be refused. I have been refused.

Thank you for your attention and time.

Sincerely,
Kim Rossignol
Morrisville, VT
[REDACTED]

Email: [REDACTED]

From: AGO CAP <ago.cap@vermont.gov>
Sent: Friday, April 17, 2020 12:59 PM
To: AGO - CAP
Subject: CAP Complaint

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Chelsea
Your Last Name	Douglas
Confirmation Number	WB20-00374
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Mailing Address	[REDACTED]
Your City	Essex
Your State	VT
Your Zip Code	05452
Is your complaint about:	A landlord
Business Name or Person's First Name	Full Circle Property Management
Business Phone (1)	802-864-5200
Phone (1) Type	Office
Business E-Mail Address	leasing@fullcirclevt.com

Business Address	346 Shelburne Road
Business City	Burlington
Business State	VT
Business Zip Code	05401
Business Website/URL	fullcirclevt.com
Description	Began the process of purchasing a home shortly before COVID-19. As a result of the stay at home order the Town Office of Georgia is closed and unable to do our title work required to close on the mortgage. Before COVID our closing date was 5/8 and we would be out no problem before our lease end date of 5/28. However, that is no longer the case. At this time the Town Office will remained closed until May 15th. We called Full Circle Property Management and explained our unique situation. They already wanted 60 day notice of renewal rather than the required 30 day and the delay is out of our hands. They refused to work with us or have month to month lease during the pandemic. After consultation with our attorney and tenants rights group we gave our notice to not extend our lease past May 28th. However, if we don't close on the home before then we face either homelessness or eviction. We have never been late with rent are both blessed to be essential workers and just looking for some understanding during these difficult times.
How would you like this matter to be resolved?	We would like for the property management company to allow us to enter into a month to month lease until we are able to move into our new home. Once the stay at home act is lifted we will be able to finish our title work, close on the mortgage, & move.
Incident Date	3/30/2020 12:00:00 AM

Intake #WB20-00694

Received Date: 07/07/2020

Incident Date: 07/07/2020

Consumer:

Jesse Skiff

[REDACTED]

Proctor, VT 05765

[REDACTED]

Business:

Bryan Jones

[REDACTED]

Salisbury, VT 05769

[REDACTED]

Description of Complaint:

We have a certified by Orkin Bat infestation of our apartment and the landlord Bryan Jones has spent a total of no more than 20 minutes in our apartment looking for entryways into the apartment. This isn't the first incident since March we've contacted the landlord about bats in our dwelling but On Thursday July 2nd 2020 , I was doing the dishes and a bat stretched it's arms out in the sink. It was their with out me knowing the whole time. I contacted Bryan Jones and he said he would bring screens over and install them. He came the next day and put screens in the hallway and left and said he would be back to install them. Never happened. On Monday July 5th we had another bat in the living room. I immediately called Bryan Jones in which he informed me there was nothing he could do. He said "Bats are not dangerous" "Every house in Proctor has them". "Maybe you should consider Leaving". He hung up on me. I sent him, over text, Vermont Fish and wildlife information that stated " even though Rabies is in a small population it is a real threat and you should have no contact with them". He said later that night he bough a noise machine that won't be in until later July. But atill no screens have been put into our daughters windo and he has spent no time in the house after any complaint. On Monday July 6th , at Dusk, an Orkin specialist came to the house and we watched atleast 60 large bats exit the the chimney. "This is a problem she said". I , Jesse skiff, after 3 complaints now, had to contact a specialist. Bryan did not. Today, July 7th, I spoke with Alissa Bennett, the small mammals biologist of the state of Vermont for 30 minutes about possibilities and gathering information. I messaged Bryan and told her that she said the hypersonic sound machine wasn't , in her experience , helpful and could drive them back downstairs. I messaged Bryan Jones this and told him I was going to seal up all the vents like she suggested. Which I spent all morning doing. At 9:15 tonight there were two bats flying around the apartment with my seven year old daughter again upstairs listening to us tell her to stay out again.

From: [Office of the Vermont Attorney General](#)
To: [AGO - CAP](#)
Cc: [REDACTED]
Subject: Update to complaint file number 111111
Date: Tuesday, July 28, 2020 2:16:42 PM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

An update has been submitted by the Consumer for consumer complaint, file number 111111, filed by Gary Zeno regarding a transaction with Brothers and Sisters Investment Group.. The business contact is: Joe Handy According to the update, this matter is Not yet resolved. The update states:

My address is: [REDACTED] Colchester, vt, 05446 My home phone is: [REDACTED]
[REDACTED] My mobile number is: [REDACTED]

The business name and address is: Sisters and Brothers Investment Group. 75 So. Winooski Ave. Burlington, Vt.

Any attachments included can be found here: Please note, any changes to contact information are below:

From: [REDACTED]
To: [AGO - CAP](#)
Subject: Landlord AG20-05347
Date: Monday, July 27, 2020 2:22:33 PM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

I rent from Sisters and Brothers Investment Group. They are located at 75 South Winooski Avenue Burlington, Vt. 05401 In mid Nov. a kitchen cupboard fell off the wall and broke the stove. Many calls to the office hasn't resolved the issue. Also, My rent was increased to \$1250 a month. Mine was the only rent increased. Apt. 5(slightly smaller) is \$900 a month. Apt 10(slightly larger) is only \$1100 a month. The company is run by Joe Handy. I tried to send you the online form. It wouldn't send. Joe could try to evict me. I want my rent reduced retroactively to the appropriate level and be reimbursed the overage. Thank you for your help

From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Wednesday, August 5, 2020 1:53:23 PM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Ethan
Your Last Name	Bonnette
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Swanton
Your State	VT
Your Zip Code	05488
Your Alternate Phone	[REDACTED]
Is your complaint about:	A landlord
Business Name or Person's First Name	Gilbert Realty and Developmen /Bob Gilbert
Person's Last Name	Gilbert
Business Phone (1)	802-265-8834

Business E-Mail Address	gilbertrealty@comcast.net
Business Address	912 Roue 4A West
Business City	Castleton
Business State	VT
Business Zip Code	05735
Business Website/URL	www.gilbertrealtyanddevelopment.com
Description	<p>I have been trying to get back \$1800.00 for an apartment that I was suppose to rent for school until due to COVID 19 Castleton State is not returning to Campus. I have not been to this location yet or lived here and BoB Gilbert cashed my check with no lease agreement that my parents sent in as a deposit to hold the apartment until we knew what school was doing. I contacted him the same day that school decided to go all online to let him know that I would like that \$1800.00 back as there makes no sense for me to live in Castleton during in the school year. I also have a roommate that is going thru the same thing. He send a text stating that he was not returning my money. The check was a check from my parents John and Nina Bonnette and he refuses to discuss with them getting their money back when it was their check in the first place. No paperwork was signed for the lease agreement and he refuses to give me back any of my money. I need assistance as this is causing financial difficulty and anxiety with Covid 19 going on this is not my fault that I can not attend classes on campus. He took \$1800.00 dollars for a Fist month an last month rent and security deposit and I have not even been there or moved into the unit. I cannot attach the lease as there is no lease.</p>
Amount of loss:	\$1800.00
How would you like this matter to be resolved?	I woudl like to come to an agreement before I hae to reach out to small claims court.
Incident Date	8/5/1920 12:00:00 AM

Security Deposit
Vermont Rental Solutions
P.o Box 973
Montpelier, Vermont 05601

Tenant(s) Justin Smith

Address of rental: [REDACTED]

Lease expiration date: 3/31/20 Apartment No. 1

Move out date: 8/01/20 +/-

Forwarding address: [REDACTED] St Albans VT 05478

Remarks

- Standard Deep cleaning for EVERY apartment FOR COVID COMPLIANCE (\$125)
-
-

Deposit amount \$ 1000

Deduction Total amount \$ 1000 + \$125 = 875

Deduction Break down:

1. N/A Value \$ _____
2. 0 Carpet shampoo Value \$ _____
3. X Deep clean Value \$ 125

Balance due \$ 875 Remit to: Tenant (X) Landlord ()

Remaining deposit to be: Mailed (x) Hand delivered ()

Vermont Rental Solutions | Management.
Please Email any questions or concerns to:
TenantsContactVermont@gmail.com

From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Tuesday, August 11, 2020 8:54:00 AM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Justin
Your Last Name	Smith
Confirmation Number	WB20-00829
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Office
Your Age	[REDACTED]
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	St. Albans
Your State	VT
Your Zip Code	05478
Your Alternate Phone	[REDACTED]
Alternate Phone Type	Mobile
Is your complaint about:	A landlord
Business Name or Person's	Lucky

First Name	
Person's Last Name	Boardman
Business Phone (1)	[REDACTED]
Phone (1) Type	Mobile
Business Phone (2)	[REDACTED]
Phone (2) Type	Office
Business E-Mail Address	[REDACTED]
Business Address	[REDACTED]
Business City	Middlesex
Business State	VT
Business Zip Code	05602
Description	I rented an apartment ([REDACTED] East Barre, VT 05649) from Lucky for over a year and left the apartment with no issues. I did my final walk through and was told I would receive my full deposit because everything was clean and in working order. I received my deposit in check form within the 14 and the attached picture is what came with the check. My deposit of \$1000 was deducted a \$125 COVID cleaning fee so they could clean the apartment for the next tenant. I was also not provided an itemized list of how that \$125 was used to clean the apartment. I contacted his company by email and expressed my complaint and was told that it is a standard fee since COVID. I stated that the fee was not in the original contract and that cleaning for the next tenant is something the landlord has to pay. The last email I received was that I need to mail a complaint to the company even though I emailed the complaint and received a response already. Also, I did read up on Vermont Statue 4461 and cleaning is not one of the four reason that a deposit or part of a deposit can be withheld as outlined in the statue.
Amount of loss:	\$125.00
How would you like this matter to be resolved?	I would like the full \$1000 deposit returned
Incident Date	8/7/2020 12:00:00 AM

From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Tuesday, August 11, 2020 6:34:48 AM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Sierra
Your Last Name	Lowell
Confirmation Number	WB20-00828
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Plainfield
Your State	VT
Your Zip Code	05667
Is your complaint about:	A landlord
Business Name or Person's First Name	Doug
Person's Last Name	Lilley
Business Phone (1)	[REDACTED]

Phone (1) Type	Home
Business Address	[REDACTED]
Business City	Plainfield
Business State	VT
Business Zip Code	05667
Description	<p>Landlord has locked access to fuel/propane so delivery services is not possible. Landlord has not presented a fuel bill since May 2020 and has ignored request to supply original fuel bills from the utility company. Landlord is reselling utility and billing the cost, split between two rental units based on total number of residents and then arbitrarily assigning an "amount owed" value to each individual unit. Each unit is not independently metered. Landlord's response to request for transparency, to provide billing history for both units as presented directly from fuel/utility company and charges incurred for both rental units, landlord retaliated and locked access to fuel tank. While landlord has agreed to make arrangements for fuel delivery IF fuel is prepaid in advance, there is no guarantee that this will be the case and has not been the standard operating practice thus far. I am requesting that landlord remove padlock from utility which prevents access so that I may contact propane company directly and make arrangements for delivery.</p> <p>Both head of households are [REDACTED] Actions of landlord have been aggressive: Verbal abuse, violation of privacy and access laws, and disregard to Governor's state of emergency Executive Order. The above mentioned is retaliatory in nature and is an attempt to force eviction during a moratorium. Please consider this complaint seriously as it jeopardizes the safety and security of the residents, as well as denies individual's basic rights.</p>
How would you like this matter to be resolved?	Please demand that access to utility so services might be restored.
Incident Date	7/31/2020 12:00:00 AM

From: [Matthews, Deborah](#)
To: [AGO - CAP](#)
Subject: FW: Contact Form submitted on Office of the Vermont Attorney General
Date: Monday, August 24, 2020 3:48:56 PM

CAP matter?

Deb Matthews

Administrative Assistant
Office of the Attorney General | GCAL
109 State Street, 3rd Floor
Montpelier, VT 05609
Phone | 802-828-3689 **802-595-3803 (AGO remote number)**
E-Mail \ deborah.matthews@vermont.gov

From: Office of the Vermont Attorney General <acflueckiger@gmail.com>
Sent: Monday, August 24, 2020 3:46 PM
To: AGO - Info <AGO.Info@vermont.gov>
Subject: Contact Form submitted on Office of the Vermont Attorney General

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Name	Austin
Last	Flueckiger
Email	[REDACTED]
Phone Number	[REDACTED]
Mailing Address (required for a response)	[REDACTED] Winooski, Vermont 05404
Subject	Housing/Reconstruction

Message To Whom It May Concern,
A pipe burst in an apartment complex, Keen's Crossing, on June 23rd. Since then, an entire 6 story apartment building has been vacated due to reconstruction. It has been 8 weeks since the pipe burst and residents will still not be returning for the foreseeable future. We continue to be updated with false information, and have been informed of false 'move-back' dates over a dozen times (we have documentation to support our claim). Hallkeen

Management continuously avoids phone calls and emails, and has been providing contradictory information for the entirety of the reconstruction process - so much so that at one point, they led us to believe we were moving back before they had even finished the insurance evaluation. The pipe burst occurred in June, and they are now 'hoping' to have us back by October - a construction project that should never need to take more than a few weeks. To make matters worse, they are accommodating us with one hotel room per apartment, yet charging full rent (i.e. charging rent for a 1000 ft², two bedroom, two bathroom apartment, but accommodating us with a 250 ft², one bedroom, one bathroom hotel room with a rollaway bed). This process has been infuriating to say the least, and I am seeking advice on how to speed up the reconstruction process. Thank you, and please feel free to reach me at my phone ([REDACTED]) or email ([REDACTED]).

From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Wednesday, September 2, 2020 11:29:21 AM
Attachments: [Redstone R & Y Millhouse Documentation.pdf](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

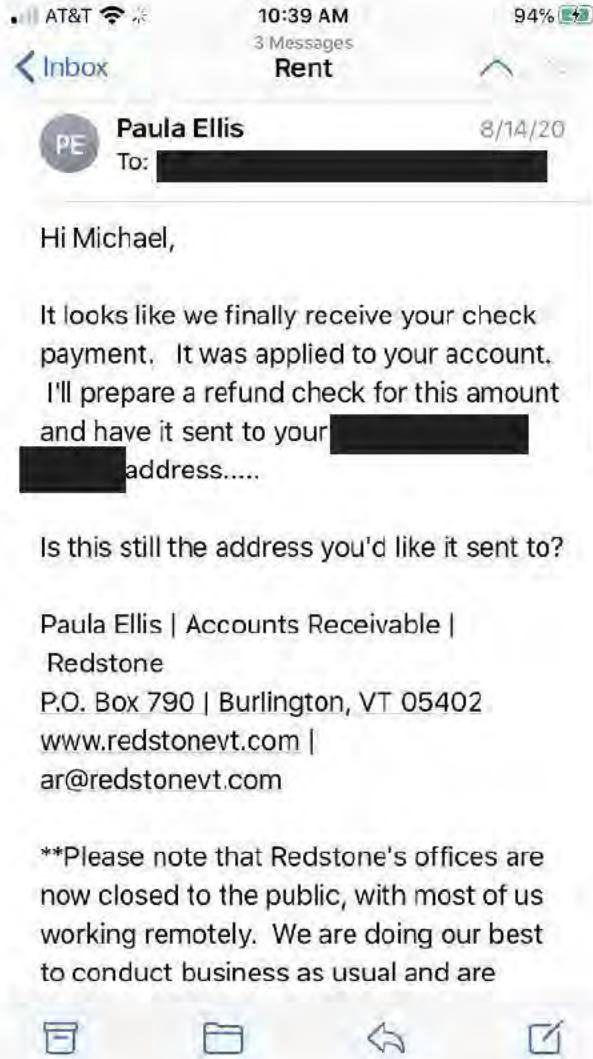
The following CAP complaint was submitted:

Your First Name	Frank
Your Last Name	Lyon
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Age	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Brooklyn
Your State	NY
Your Zip Code	11231
Is your complaint about:	A landlord
Business Name or Person's First Name	Redstone Vermont, Possibly Sub-Entity R & Y Millhouse, LLC
Business Phone (1)	802.658.7400
Phone (1) Type	Office
Business Phone (2)	8022380752

Phone (2) Type	Mobile
Business E-Mail Address	residents@redstonevt.com
Business Address	P.O. Box 790
Business City	Burlington
Business State	VT
Business Zip Code	05402
Business Website/URL	https://www.redstonevt.com/contact/
Description	<p>Dear Vermont CAP team,</p> <p>Thank you very much for your assistance with this challenge, I am deeply thankful for your help.</p> <p>Redstone Vermont is currently withholding \$1575.00 from our security deposit, and though they recently sent us a check for \$975, also sent a "Move Out Statement" that listed the following charges, many of which we believe are prohibited or exhorbitant based upon the CVOEO Definitive Guide to Renting in Vermont:</p> <p>Security Deposit Credit: \$2,000 Pet Deposit Credit: \$750</p> <p>Disputed Charges: Residential Rent & Insurance: \$700 → This was collected by Redstone on August 13th, 2020 and acknowledge by Redstone Accounts Receivable Employee Paula Ellis, yet Redstone deducted this from our Security Deposit. We have been double charged.</p> <p>The collection was delayed, despite the check's on time delivery, because Redstone was delayed in checking their P.O. box due to Covid-19. Paula Ellis, Redstone Accounts Receivable acknowledge this in an email on 8/14/2020 that said "we finally received your check payment. It was applied to your account." Furthermore, our Bank of America statement shows the transaction was completed August 13th, 2020. Furthermore, the \$7 insurance was paid in full in April as Redstone asked us to pay the full 2 months and all associated charges at once so they would grant us a 2 month extension due to Covid-19.</p> <p>→ Painting Fee: \$200 → Cleaning Fee: \$400 → Carpet Cleaning: \$200</p>

	<p>We left the apartment in great condition. We made sure to go around and magic eraser the walls, clean the counters, and remove mess. There were no marks or damage beyond normal wear and tear over the course of 3 years. It was not move in ready but was within CVOEOs guidelines. The only charge that may make sense here is the \$200 carpet cleaning fee, as this is part of Redstone's Pet Addendum.</p> <p>→ Trash Removal (Furniture Removal): \$75 It is true that we left a single light table chair and a single nice corner lamp for the next residents. This could not have taken more than 1 person using their right and left hand to carry these to the dumpster 50 feet away in a single, easy trip, thus, \$75 seems outrageous. Furthermore, we watched employees of Redstone when prepping neighboring units between tenants leave key furniture items such as indoor plants which they thought the next tenant would enjoy. As such we thought leaving these two light and easy to remove items a courtesy.</p> <p>→ Key Fee (Rekeyed, missing remote): \$200 It is true that the remote for the basement garage was missing. If Redstone can demonstrate this charge was truly \$200, then I am willing to accept it. Considering the above though, I suspect unfair pricing.</p> <p>Additionally, no interest is listed in the security deposit as is mandated by CVOEO. Our \$2750 was held by Redstone for nearly 3 years.</p>
Amount of loss:	\$1775
How would you like this matter to be resolved?	I would like to be paid the money Redstone/R & Y Millhouse LLC is wrongfully withholding.
Incident Date	9/2/2020 12:00:00 AM

Email from Paula Ellis, Redstone Accounts Receivable acknowledging their receipts of the \$700 we were charged for, along side Bank of America statement showing transaction.



Move Out Statement and Check that was sent in the same letter as Move Out Statement

Move Out Statement Date: 08/04/2020

Code: <input type="text" value="t0005699"/>	Property: <input type="text" value="millhouse"/>	Lease From: <input type="text" value="06/01/2019"/>
Name: <input type="text" value="Frank Lyon"/>	Unit: <input type="text" value="50-1"/>	Lease To: <input type="text" value="07/25/2020"/>
Address: <input type="text" value="[REDACTED]"/>	Status: <input type="text" value="Past"/>	Move In: <input type="text" value="06/01/2017"/>
City: <input type="text" value="[REDACTED]"/>	Rent: <input type="text" value="2,100.00"/>	Move Out: <input type="text" value="07/25/2020"/>
Telephone: <input type="text" value="[REDACTED]"/>		Notice: <input type="text" value="06/09/2020"/>

Date	Description	Charge	Payment	Balance	Chg/Rec
	Balance as of 7/01/2020			(1,407.00)	
07/01/2020	Residential Rent (07/2020)	2,100.00	0.00	693.00	313003
07/01/2020	Insurance Premiums (07/2020)	7.00	0.00	700.00	313024
08/04/2020	Security Deposits credit	-2,000.00	0.00	(1,300.00)	321208
08/04/2020	Pet Deposits credit	-750.00	0.00	(2,050.00)	321209
08/04/2020	Cleaning Fee	400.00	0.00	(1,650.00)	321210
08/04/2020	Carpet Cleaning	200.00	0.00	(1,450.00)	321211
08/04/2020	Trash Removal (Furniture Removal)	75.00	0.00	(1,375.00)	321212
08/04/2020	Painting Fee	200.00	0.00	(1,175.00)	321213
08/04/2020	Key Fee (rekeyed, missing remote)	200.00	0.00	(975.00)	321214
08/04/2020	Amount to be refunded	975.00	0.00	0.00	321215

R & Y MILLHOUSE LLC c/o Redstone P.O. Box 700 Burlington, VT 05402 (802) 658-7400	People's United Bank 51-7218-2211	1526 08/04/2020
--	--------------------------------------	------------------------

PAY TO THE ORDER OF ***** NINE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS \$975.00*****

Frank Lyon & Kiara Day & Michael Alende

[REDACTED SIGNATURE] AUTHORIZED SIGNATURE

⑈00 15 26⑈ [REDACTED]

R & Y MILLHOUSE LLC			
DATE: 08/04/2020; C/P: 1526; TOTAL: \$975.00*****; BANK: R & Y Millhouse LLC (millhou)			
PAYEE: Frank Lyon & Kiara Day & Michael Alende (005699)			

Property	Account	Invoice - Date	Description	Amount
millhou	2410-0000	Refund 8/4/2020: 50:1	Refunding 3-321215	975.00
				975.00



From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Wednesday, October 7, 2020 5:25:43 PM
Attachments: [20201007_125028.jpg](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Malcolm
Your Last Name	Daniels
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Age	[REDACTED]
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Johnson
Your State	VT
Your Zip Code	05464
Is your complaint about:	A landlord
Business Name or Person's First Name	Ship Sevin - Cindy
Business Phone (1)	[REDACTED]
Phone (1) Type	Office
Business Phone (2)	[REDACTED]

Phone (2) Type	Mobile
Business Address	1700 Williston Rd, South Burlington, Vt 05403
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Description	<p>Refrigerator- has no arms on the doors, the pans on the bottom are cracked</p> <p>Stove- only one eye works on high and oven door is broke</p> <p>Windows- five porch windows cracked</p> <p>Vents- Kitchen heat vent is broken and extremely dangerous</p> <p>Floors- carpeting throughout whole house that is at least 20 years old, including the kitchen. Master bedroom floor is rotting and there are many soft spots on which you cant walk without the risk of falling through.</p> <p>Mold- evidence of mold outside and inside</p> <p>Plumbing - we have been trying to fix the backed up plumbing for almost two months straight, Ship Sevin refused to fix it</p> <p>The maintenance men that show up unannounced are unqualified and are extremely disrespectful and rude.</p>
Amount of loss:	About a years worth of life...
How would you like this matter to be resolved?	I would like for Ship Sevin to repair what needs to be done, and if they are not going to do repairs then they should stop collecting money for unsafe living conditions.
Incident Date	7/1/2019 12:00:00 AM



From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Saturday, October 24, 2020 4:09:42 PM
Attachments: [1.jpg](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Kochu Mathew
Your Last Name	George
Confirmation Number	WB20-01151
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	South Burlington
Your State	VT
Your Zip Code	05403
Your Alternate Phone	[REDACTED]
Business Name or Person's First Name	Larkin Realty
Business Phone (1)	802-864-7444
Phone (1) Type	Mobile

Business E-Mail Address	larkin@larkinrealty.net
Business Address	1185 Shelburne Road
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Business Website/URL	https://larkinrealty.net/rentals/
Description	I rented this apartment in Jan of 2020 and paying 1425 per month rent for a 1 bedroom apartment. The mailbox in this apartment is not working since last 2 months and during this unfortunate times I have to go every 2 days to pickup my mails from the post office. I am [REDACTED] and its risky for me to travel during this time to post office every time to pickup my mails. I have complained several times to the apartment manager Erica but she doesn't respond and there is no timeline she is giving to fix it.
Amount of loss:	2500
How would you like this matter to be resolved?	Fix mailbox and compensate for the mailbox issue I am facing since last 2 months
Incident Date	8/3/2020 12:00:00 AM

From: [REDACTED]
To: [Consumer](mailto:consumer@uvm.edu)
Subject: Re: CAP Complaint Confirmation
Date: Wednesday, October 28, 2020 4:15:41 PM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Received, thank you.

I hope this can be resolved quickly. Its supposed to be 31degrees tonight.

Ann Parenteau

On Wed, Oct 28, 2020 at 4:08 PM <consumer@uvm.edu> wrote:

The Form was submitted, this is the list of values it contained.

Your First Name

Annette

Your Last Name

Parenteau

Confirmation Number

WB20-01175

Your E-Mail Address

[REDACTED]

Your Daytime Phone

[REDACTED]

Daytime Phone Type

Home

Your Age

I am a...

[REDACTED]

What is the name of your business?

[REDACTED]

Your Mailing Address

[REDACTED]

Your City

Orleans

Your State

VT

Your Zip Code

05860 [REDACTED]

Your Alternate Phone

[REDACTED]

Alternate Phone Type

Mobile

Is your complaint about:

A fuel company

Business Name or Person's First Name

Ann

Person's Last Name

Parenteau

Business Phone (1)

[REDACTED]

Phone (1) Type

Home

Business Phone (2)

[REDACTED]

Phone (2) Type

Mobile

Business E-Mail Address

[REDACTED]

Business Address

[REDACTED]

Business City

Orleans

Business State

VT

Business Zip Code

05860-[REDACTED]

Business Website/URL

Is your complaint about a vehicle you purchased?

What is the year of your vehicle?

What is the make and model of your vehicle?

Is the vehicle new or used?

Where did the vehicle receive its last state inspection?

Inspection sticker number, date and color:

When was the vehicle purchased?

What was the purchase price?

Vehicle mileage at time of purchase:

Current mileage on the vehicle:

Did you receive a Buyer's Guide document with the vehicle?

Which of the following apply to the vehicle?

Description

I am advocating for my tenant Samantha Parenteau as she is at work and can not stay on hold all day everyday. I have spent 3 days myself trying to get my tenants heat turned on. Money is not the object, we just need Amerigas to turn on the heat and I guess inspection. Everytime I call Amerigas they answer after i have been on hold for an hour in Ohio. They take down all the info, they did give me an acct # for my tenant

acct # [REDACTED], they mentioned an appt in Dec to have this done. This is unacceptable. My tenants name is Samantha Parenteau, she [REDACTED]. They are living in the apt with no heat other than an electric heater that Samantha has borrowed at this time. I am pleading for help to get heat to the apartment before they freeze and my pipes freeze. I have called everyone I can think of for help for this young lady and her children. Please help get this heat turned on. Thank you Ann Parenteau [REDACTED]

Amount of loss:

How would you like this matter to be resolved?

I would like the heat turned on in the apartment for this tenant and her children.

Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)

Please list the dates, amounts, transaction reference numbers and locations for each wire transfer you sent by Western Union as a result of a scam.

Incident Date

10/28/2020 12:00:00 AM

Attachment

From: [REDACTED]
To: [Consumer](#)
Subject: Re: CAP Complaint Confirmation
Date: Wednesday, October 28, 2020 5:45:01 PM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

I am letting you know that I must have gotten a hold of the right person somewhere in all my phone calls today, my tenant and her children now have heat, it took an Amerigas gentleman 10-15 minutes! Thank you for taking the time to listen to this crazy lady! So much appreciated! Thank you!
Ann Parenteau

On Wed, Oct 28, 2020 at 4:15 PM Ann Parenteau <[REDACTED]> wrote:

Received, thank you.

I hope this can be resolved quickly. Its supposed to be 31degrees tonight.

Ann Parenteau

On Wed, Oct 28, 2020 at 4:08 PM <consumer@uvm.edu> wrote:

The Form was submitted, this is the list of values it contained.

Your First Name

Annette

Your Last Name

Parenteau

Confirmation Number

WB20-01175

Your E-Mail Address

[REDACTED]

Your Daytime Phone

[REDACTED]

Daytime Phone Type

Home

Your Age

I am a...

[REDACTED]

What is the name of your business?

[REDACTED]

Your Mailing Address

[REDACTED]

Your City

Orleans

Your State

VT

Your Zip Code

05860-[REDACTED]

Your Alternate Phone

[REDACTED]

Alternate Phone Type

Mobile

Is your complaint about:

A fuel company

Business Name or Person's First Name

Ann

Person's Last Name

Parenteau

Business Phone (1)

[REDACTED]

Phone (1) Type

Home

Business Phone (2)

[REDACTED]

Phone (2) Type

Mobile

Business E-Mail Address

[REDACTED]

Business Address

[REDACTED]

Business City

Orleans

Business State

VT

Business Zip Code

05860 [REDACTED]

Business Website/URL

Is your complaint about a vehicle you purchased?

What is the year of your vehicle?

What is the make and model of your vehicle?

Is the vehicle new or used?

Where did the vehicle receive its last state inspection?

Inspection sticker number, date and color:

When was the vehicle purchased?

What was the purchase price?

Vehicle mileage at time of purchase:

Current mileage on the vehicle:

Did you receive a Buyer's Guide document with the vehicle?

Which of the following apply to the vehicle?

Description

I am advocating for my tenant Samantha Parenteau as she is at work and can not stay on hold all day everyday. I have spent 3 days myself trying to get my tenants heat turned on. Money is not the object, we just need Amerigas to turn on the heat and I guess inspection. Everytime I call Amerigas they answer after i have been on hold for an hour in Ohio. They take down all the info, they did give me an acct # for my tenant acct # [REDACTED], they mentioned an appt in Dec to have this done. This is unacceptable. My tenants name is Samantha Parenteau, she has [REDACTED] [REDACTED] They are living in the apt with no heat other than an electric heater that Samantha has borrowed at this time. I am pleading for help to get heat to the apartment before they freeze and my pipes freeze. I have called everyone I can think of for help for this young lady and her children. Please help get this heat turned on. Thank you Ann Parenteau [REDACTED]

Amount of loss:**How would you like this matter to be resolved?**

I would like the heat turned on in the apartment for this tenant and her children.

Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)

Please list the dates, amounts, transaction reference numbers and locations for each wire transfer you sent by Western Union as a result of a scam.

Incident Date

10/28/2020 12:00:00 AM

Attachment

From: [AGO CAP](#)
To: [AGO - CAP](#)
Subject: CAP Complaint
Date: Wednesday, October 28, 2020 4:08:55 PM

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

The following CAP complaint was submitted:

Your First Name	Annette
Your Last Name	Parenteau
Confirmation Number	WB20-01175
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Home
I am a...	[REDACTED]
What is the name of your business?	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Orleans
Your State	VT
Your Zip Code	05860 [REDACTED]
Your Alternate Phone	[REDACTED]
Alternate Phone Type	Mobile
Is your complaint about:	A fuel company
Business	Ann

Curtis, Christopher

From: Gilman, Gabriel
Sent: Tuesday, March 31, 2020 9:08 AM
To: Curtis, Christopher
Subject: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Thanks,
Gabe

Gabriel M. Gilman
General Counsel

*State of Vermont
Office of Professional Regulation
89 Main Street, 3rd Floor
Montpelier, Vermont 05620-3602
desk 802.828.2492 // mobile [REDACTED]
[REDACTED]*

Curtis, Christopher

From: michael lipson <[REDACTED]>
Sent: Sunday, August 2, 2020 11:00 AM
To: Curtis, Christopher
Subject: Landlord Oppression

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Chris. I hope you and your family are doing well in this pretty crazy time period.

I've been involved in *pro bono* work on the "Free Legal Answers" website. One of the matters with which I've been dealing is a situation involving senior housing (NOT assisted living or long-term care, simply senior apartments, some subsidized). The client, and I am told there are several more who are similarly affected, has complained that for months (since March, and continuing) unreasonable restrictions have been imposed on tenants by the landlord that include: (1) no visitors, family or otherwise (2) tenants may not leave the premises unless for an appointment and, even then, must secure permission and tell the landlord the type of appointment, when and with whom; (3) for a time, and perhaps now in some cases, tenants must use the transportation supplied by landlord--landlord charges for transport; if tenants use their own vehicles, they must sign some sort of agreement not to go anywhere besides the appointment or be subject to eviction; Tenant cannot use a friend's car or have a friend drive them (4) tenants are extremely concerned about retaliatory evictions premised upon the landlord's words and attitudes. Most would have no other place to go to live if evicted and are fearful.

I understand (or assume) the landlord's motivation is to ward off Covid-19. But this housing is simply Senior *Independent* Living. The landlord appears to be imposing these restrictions on tenants based on federal or state health guidelines that apply to assisted living or long-term care facilities, none of which apply to such senior living apartment complexes. These are older persons who wish to live independently, are responsible individuals with the ability to care for themselves, and are capable of making sound decisions.

The restrictions are inconsistent with the covenant of quiet enjoyment and, insofar as I can determine, with many provisions of (at least my one client's) lease. The level of privacy invasion is significant and the imposition of a scheme that some tenants describe as a "lockdown" has lasted many months more than necessary.

I have been in contact with VLA about this and it is possible that the program may provide some assistance. But I am not in a position to take on the matter myself, although certainly would be able to participate to a significant degree. I wonder if you and TJ would be willing to take an interest in this matter and, if possible, advise the landlord to back off on these practices, which are affecting vulnerable elder citizens of Vermont?

Thanks for your attention. Best regards, Michael

Michael H. Lipson, Attorney *Pro Bono Emeritus*

[REDACTED]

South Burlington, VT 05403

Tel. [REDACTED]

Email: [REDACTED]

[REDACTED]

From: [REDACTED]

[REDACTED]

From: michael lipson <[REDACTED]>
Sent: Monday, August 3, 2020 8:54 AM
To: Curtis, Christopher <Christopher.Curtis@vermont.gov>
Subject: Re: Landlord Oppression

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.
Chris, I received a quick response. The complex is called [REDACTED], in Williamstown.

My client also sent a brief supplement that describes some of his and others' experiences, I copy below. (BTW, this client and I am hopeful others are quite articulate about the situation they face.)

"From the Client

August 2 at 8:08 PM EDT

Good afternoon,

I read your email and message you sent to associates at Legal Aid. Thank-you for continuing to be involved and for making these connections that may prove to be helpful.

Since my last e-mail, I have spoken with several more residents who all have numerous stories to tell regarding the restrictions and denied freedoms that they are experiencing. I learned that four residents confronted the owner to lodge a few complaints and to pose specific questions to get their own answers. Apparently, they were treated in the same manner as I was treated and may have received even less response to their questions and concerns. The attitude described was merely that it is "too bad" that they're not happy, her decisions remain the same. I have been told that one couple is desperately searching to find another place to live.

I will wait to hear from you with regard to a response from your Legal Aid contact.

In the meantime, is there something else that I can do?

People have asked if I could make a list of situations and include their concerns ie:

(1) one person was only permitted to attend her sister's funeral with a staff person who drove her to/from the service and sat with the resident throughout the entire event to be sure that the resident would not have direct contact with any family members or friends. In another situation, a resident was told that if she left to attend a funeral and accompanying family event, the resident would not be permitted to return to her apartment.

(2) one gentleman is not permitted to drive himself to a take-out restaurant, follow all safety guidelines and sit outside - six feet apart - to have a conversation/lunch with a friend, then return directly to the apartment. Since he is normally a person who "keeps to himself," there is more concern about the length of his social isolation.

(3) Residents are not permitted to leave the premises for any event such as banking, attend a church service, a graduation, a wedding, get a haircut, or to visit their own elder siblings or family members (even if the family member is in their end-of-life process). Residents are not permitted to do their own shopping or pick up their own prescriptions.

(4) there is **no consistent communication** regarding the "rules," their application parameters or any changes that are periodically made. Most information is "spread" from one resident to another after a something is "overheard," or, after a resident is given their specific "permission." However, the next tenant may be denied the ability to do the very same action with little or no reason given, or, it is learned after-the-fact that someone is "allowed" a certain freedom for a one time circumstance. There are no postings of the "rules" or the owner's decisions or information and the monthly "Residents Meeting" was ended in March.

(5) Our food and mail must ALL go to the office where a staff person sprays (or, wipes them with a disinfectant) and distributes the items to the resident's apt. Residents may not be handed ANY items directly... ALL items must be given to staff to be disinfected and distributed.

(6) Residents may sit outside or walk around the building... they may only walk on a sidewalk leading away from the town. Numerous residents have physical challenges that prevent them from taking walks, so, they remain confined in the building (since they are not permitted to go on a ride with a friend or family member).

(7) There are several people who are hearing impaired or deaf... NO accommodations have been made to assist them to understand what is happening since the "lock down" started. In this situation, this is when the owner denies responsibility to these residents since they are living here "independently" as renters. So, it appears obvious that in certain circumstances, the owner uses our "independent residency" when it is to her advantage to do so.

Would any more examples like these be helpful...?? I am sorry if this has been too much information, please let me know.

Is there information available for residents like myself to read in order to become better informed of our rights as tenants...? Most residents have previously been home-owners for the majority of their lives and are not familiar with limitations of being a renter.

Again, thank you for your time, attention to this situation and for your expertise. I have never felt so dis-empowered; I am very grateful.

Respectfully,

- D -"

I might add that the reference to "rules" appears erroneous at least as far as my client is concerned; there are no rules incorporated into his lease and, insofar as I have been able to determine, no rules adopted by the landlord that could be construed to alter the lease terms.

I will be out thru late afternoon today, but available from around 4 p.m. forward, and tomorrow. Thanks again. Michael

Michael H. Lipson, Attorney *Pro Bono Emeritus*

[REDACTED]
South Burlington, VT 05403

Tel. [REDACTED]

Email: [REDACTED]

On Monday, August 3, 2020, 7:30:50 AM EDT, Curtis, Christopher <christopher.curtis@vermont.gov> wrote:

Michael,

Thanks for your note. I hope this response finds you well.

Which senior living facility is it? And, who is the landlord and/or management company?

Thanks. Be well and stay safe!

CC

From: michael lipson <[REDACTED]>
Sent: Sunday, August 2, 2020 11:00 AM
To: Curtis, Christopher <Christopher.Curtis@vermont.gov>
Subject: Landlord Oppression

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Chris. I hope you and your family are doing well in this pretty crazy time period.

I've been involved in *pro bono* work on the "Free Legal Answers" website. One of the matters with which I've been dealing is a situation involving senior housing (NOT assisted living or long-term care, simply senior apartments, some subsidized). The client, and I am told there are several more who are similarly affected, has complained that for months (since March, and continuing) unreasonable restrictions have been imposed on tenants by the landlord that include: (1) no visitors, family or otherwise (2) tenants may not leave the premises unless for an appointment and, even then, must secure permission and tell the landlord the type of appointment, when and with whom; (3) for a time, and perhaps now in some cases, tenants must use the transportation supplied by landlord--landlord charges for transport; if tenants use their own vehicles, they must sign some sort of agreement not to go anywhere besides the appointment or be subject to eviction; Tenant cannot use a friend's car or have a friend drive them (4) tenants are extremely concerned about retaliatory evictions premised upon the landlord's words and attitudes. Most would have no other place to go to live if evicted and are fearful.

I understand (or assume) the landlord's motivation is to ward off Covid-19. But this housing is simply Senior *Independent* Living. The landlord appears to be imposing these restrictions on tenants based on federal or state health guidelines that apply to assisted living or long-term care facilities, none of which apply to such senior living apartment complexes. These are older persons who wish to live independently, are responsible individuals with the ability to care for themselves, and are capable of making sound decisions.

The restrictions are inconsistent with the covenant of quiet enjoyment and, insofar as I can determine, with many provisions of (at least my one client's) lease. The level of privacy invasion is significant and the imposition of a scheme that some tenants describe as a "lockdown" has lasted many months more than necessary.

I have been in contact with VLA about this and it is possible that the program may provide some assistance. But I am not in a position to take on the matter myself, although certainly would be able to participate to a significant degree. I wonder if you and TJ would be willing to take an interest in this matter and, if possible, advise the landlord to back off on these practices, which are affecting vulnerable elder citizens of Vermont?

Thanks for your attention. Best regards, Michael

Michael H. Lipson, Attorney *Pro Bono Emeritus*

[REDACTED]
South Burlington, VT 05403

Tel. [REDACTED]
Email: [REDACTED]

[REDACTED]

From: McDougall, Robert
Sent: Tuesday, April 21, 2020 6:02 PM
To: Smith, Rachel E; Padula, Domenica
Cc: Sala, Natasha
Subject: FW: Rapid Response Team / CAP Report

Hi Rachel: Can you please take the one highlighted in yellow below? I will take the one in blue and I sent the other one back to CAP. I think yours will be a referral to the law enforcement portal?

Thanks,

Rob

From: Jensen, Lisa <Lisa.Jensen@vermont.gov>
Sent: Tuesday, April 21, 2020 4:08 PM
To: McDougall, Robert <robert.mcdougall@vermont.gov>
Cc: Padula, Domenica <Domenica.Padula@vermont.gov>
Subject: Rapid Response Team / CAP Report

Hi Rob and Domenica,
Let me know if any of these are not appropriate referrals.
Lisa

Eve Fox [REDACTED]

I'm writing to urge you to file suit against the Trump administration in response to its recent decision to suspend enforcement of the EPA's crucial regulations, supposedly in response to the coronavirus pandemic. Virus or no virus, the EPA must enforce its own rules to protect the health of all Americans and our environment. To do otherwise is merely a giveaway to big polluters that constitutes a criminal act. I hope that Vermont will uphold its role as an environmental leader by filing suit without delay. We can't afford further damage to public health or our environment.

Travis St. Clair [REDACTED]

Just so Vermont is aware you have golf courses not obeying Gov. Scott's ruling of shutting down golf courses. This past week Lake St. Catherine Golf Course in Poultny Vermont allowed golfers to walk and play the course.

Chelsea Douglas [REDACTED]

Began the process of purchasing a home shortly before COVID-19. As a result of the stay at home order the Town Office of Georgia is closed and unable to do our title work required to close on the mortgage. Before COVID our closing date was 5/8 and we would be out no problem before our lease end date of 5/28. However, that is no longer the case. At this time the Town Office will remain closed until May 15th. We called Full Circle Property Management and explained our unique situation. They already wanted 60 day notice of renewal rather than the required 30 day and the delay is out of our hands. They refused to work with us or have month to month lease during the pandemic. After consultation with our attorney and tenants rights group we gave our notice to not extend our lease past May 28th. However, if we don't close on the home before then we face either homelessness or eviction. We have never been late with rent are both blessed to be essential workers and just looking for some understanding during these difficult times.

Lisa Jensen, MPA

Consumer Assistance Program
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001
Direct 802.489.6058
Pronouns: she/her/hers

Consumer Assistance Hotline: 800-649-2424
ago.vermont.gov

From: [McDougall, Robert](#)
To: [Phillips, Matthew](#); [Padula, Domenica](#)
Cc: [Sala, Natasha](#); [Matthews, Deborah](#)
Subject: FW: AGO Voicemail
Date: Thursday, July 16, 2020 8:56:56 AM

Hi Matt: Can you please respond to this person and direct them to the bar referral line, legal aid and VT Tenants, Inc.?

Thanks,

Rob

From: Matthews, Deborah <Deborah.Matthews@vermont.gov>
Sent: Wednesday, July 15, 2020 4:19 PM
To: McDougall, Robert <robert.mcdougall@vermont.gov>; Padula, Domenica <Domenica.Padula@vermont.gov>
Subject: AGO Voicemail
Importance: High

(RRT? Reference to pandemic... Or would this be a CAP matter?)

DATE: 7-15-2020

TIME: 4:08pm

FROM: Peter

PHONE: [REDACTED]

MESSAGE: Yes, I'm a tenant in Vermont, and I rent with a lease that I sign every year. I'm just curious to know what the rules are, particularly focused on the pandemic with absentee landlords from New York suddenly asking me for more rent than I would normally pay. They're claiming they're sending a new lease with an increase in rent of \$50 a month. I want to know if there's any rules guiding us through this. My name is Peter, [REDACTED] I live in the Bellows Falls area. Thank you.

Deb Matthews

Administrative Assistant

Office of the Attorney General | GCAL

109 State Street, 3rd Floor

Montpelier, VT 05609

Phone | 802-828-3689 **802-595-3803 (AGO remote number)**

E-Mail | deborah.matthews@vermont.gov

[REDACTED]

From: McDougall, Robert
Sent: Monday, July 27, 2020 2:44 PM
To: Matthews, Deborah; Padula, Domenica; AGO - CAP; Kane, Ryan
Cc: Sala, Natasha
Subject: RE: Covide 19 violations and Heath Issues

Follow Up Flag: Follow up
Flag Status: Completed

Hi all: We can direct this person to VT Tenants Inc for LL/Tenant guidance and/or the VBA lawyer referral line.

Ryan: Would you mind doing that?

Thanks,

Rob

From: Matthews, Deborah <Deborah.Matthews@vermont.gov>
Sent: Monday, July 27, 2020 2:42 PM
To: McDougall, Robert <robert.mcdougall@vermont.gov>; Padula, Domenica <Domenica.Padula@vermont.gov>; AGO - CAP <AGO.CAP@vermont.gov>
Subject: FW: Covide 19 violations and Heath Issues

When she called this morning, she primarily spoke of COVID-19. Looks like there are other issues, so I'm looping in CAP as well (landlord/tenant issues?)

Deb Matthews

Administrative Assistant
Office of the Attorney General | GCAL
109 State Street, 3rd Floor
Montpelier, VT 05609
Phone | 802-828-3689 802-595-3803 (AGO remote number)
E-Mail \ deborah.matthews@vermont.gov

From: Rich Colburn <[REDACTED]>
Sent: Monday, July 27, 2020 12:58 PM
To: AGO - Info <AGO.Info@vermont.gov>
Subject: Covide 19 violations and Heath Issues

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

As per your request I am emailing information to you with concerns where we live at [REDACTED], St.Albans, Vt.

We have 62 units in our building at [REDACTED] and another building on the same property across the driveway which is also called [REDACTED]. This building was built in 2015 and we were one of the first tenants. We were told at the time we signed our lease that this would be a safe place to live and would be our home, but this has been an uphill battle with the owner Rick Boves.

Many tenants have moved due to the conditions of this place. We did sign a lease that consisted of many dog regulations. First it was supposed to be only dogs under 25 lbs and not it has grown to 50 and over and some of the dogs here are not registered. The dog catcher was called by residents to this effect and it was in vain. The dogs here have done their duties in the elevator and on all three floors of our building. It was so bad that one of our residence in their late 70's used his own machine that cleans the floors and did all three floors at his own expense and also the elevator. We have a janitor that works here 6 hours a week between the 2 buildings and nothing can be completely clean in that amount of time. So the gentlemen that cleaned the floor went in and asked the Office Manager if he could do the cleaning as we are in the covid-19 situation. The informed him that he could and he could take \$150.00 off his rent. The place was immaculate and everyone was so excited as he was always cleaning and wiping everything down and doing all the floors. That was the first time our 3 floors had been done in 3 years. That did not last long as the owner decided he did not need to pay him any longer. We were all upset and several went into the office to inform her of this and her remark to us was she did not want to hear of his again. So that is why we are up in arms about safety.

There have been many letters sent to Mr. Bove with our concerns and he does not want to hear them. There was a long letter to our local Messenger newspaper that stated his confidence was greatly diminished in building's management and the owner to properly maintain the complex as promised.

Many of the tenants wanted a meeting with management but were denied.

We have had several break issued in the downstairs parking area. Many tenants were upset as were assured that there were cameras in that area but come to find out they were never working. Another promise not kept. There are beer bottles and cigarette butts all over down there which again, rules are broken.

We have caught 5 large rats here in our building and more in building 2 that Mr. Bove also owns. The garage is forever overflowing. We have 62 units in this building and one laundry room which consist of 6 washers and 6 dryers. Most of the time there is only one washer available for 62 Units. This is unheard of. But again management does nothing. Seems to be the norm here.

I guess our main concerns is the amount of people living in one apartment. Our lease states a person shall visit but have to leave after 14 days and no longer. We have a tenant here that lives with her father and I don't know if she is on the lease or not. They have had a granddaughter living with them for one year and we tried to ask why as it was in the lease that the maximum was 14 days but got no answer from management. Now there is another family here that have moved in 5 additional people. Again we brought it to management with our concerns and nothing was done. This is not a Bed and Breakfast place but guess it might be soon.

Another concern we have is Security. There are drugs all over here. We received a letter from management dated July 11, 2017 stating that due to recent activities as well as safety concerns of staff and residents, we will begin to have police presence in the building. This never happened, like all othr broken promises.

We have a security here that was not told to any of the residence at the time they signed their lease and that was that everyone in our building and building across the road (Bld.2) have the same security code. Everyone and their brother know this code and it is given out by many. Anyone can come into this building in the middle of the night . Doors are not locked. We begged for more security and to change that we would each have a code but nothing happened.

Management here sucks, we area very concerned about the. Las virus as nothing as kept clean here. People can come in any time and bring it with them. Last week we asked management if they would at least put a sign on each door that says every has to be wearing a mask to get through the door and they did do that. But guess what, our so called maintenance man came in and ripped it off saying we do not need this. That speaks well for management doesn't it? Smoking is another issue here people smoke on the premises and are given many warnings but again they are still doing it. Why is Gods name to we need a lease if no one adheres to it.

There are our concerns. I have letters here and the letter from the Newspaper if you would like to see them. I have called jut about everyone I can think of with our concerns and no can help me. We contacted our local Health Officer many times and received no call back. What does that say about the system.

We would certainly appreciate any information or help you can give us as we are very worried about the virus and conditions here.

Respectfully submitted,

A black rectangular redaction box covering the signature of the sender.

p.s. please do not use my name

From: [McDougall, Robert](#)
To: [Matthews, Deborah](#); [Padula, Domenica](#); [AGO - CAP](#); [Phillips, Matthew](#)
Cc: [Sala, Natasha](#)
Subject: Re: ** TIME SENSITIVE ** PHONE CALL
Date: Thursday, August 27, 2020 1:44:59 PM

Hi Matt: Similar to others you've done. Can you please direct to VBA lawyer referral, VT Teants, etc.?

Thanks.

Rob

Get [Outlook for iOS](#)

From: Matthews, Deborah <Deborah.Matthews@vermont.gov>
Sent: Thursday, August 27, 2020 1:09:49 PM
To: McDougall, Robert <robert.mcdougall@vermont.gov>; Padula, Domenica <Domenica.Padula@vermont.gov>; AGO - CAP <AGO.CAP@vermont.gov>
Subject: ** TIME SENSITIVE ** PHONE CALL

DATE: 8-27-2020

TIME: 1:03PM

FROM: DALE WHITE

PHONE: [REDACTED]

MESSAGE: He's a Vet that lives in Essex. He has received an eviction notice and has been waiting for various federal agencies to get back to him, but nobody has. He is going to be evicted 8-31-2020. Please help.

Deb Matthews

Administrative Assistant

Office of the Attorney General | GCAL

109 State Street, 3rd Floor

Montpelier, VT 05609

Phone | 802-828-3689 **802-595-3803 (AGO remote number)**

E-Mail \ deborah.matthews@vermont.gov

From: [Phillips, Matthew](#)
To: [McDougall, Robert](#); [Padula, Domenica](#)
Cc: [Sala, Natasha](#)
Subject: RE: RRT Referral from CAP - time sensitive
Date: Thursday, July 2, 2020 9:29:00 AM

This constituent is still unable to be reached by the number she provided, and I'm not able to leave a voice message. If this constituent reaches out again and provides new contact info I'll be happy to respond.

Matt

From: McDougall, Robert <robert.mcdougall@vermont.gov>
Sent: Wednesday, July 1, 2020 10:31 AM
To: Phillips, Matthew <Matthew.Phillips@vermont.gov>; Padula, Domenica <Domenica.Padula@vermont.gov>
Cc: Sala, Natasha <Natasha.Sala@vermont.gov>
Subject: FW: RRT Referral from CAP - time sensitive
Importance: High

Hi Matt: Can you please direct this person to Legal Aid, CVOEO/VT Tenants Inc, and the VBA lawyer referral? I don't think there's much else we can do. Maybe local law enforcement or the portal?

Thanks,

Rob

From: [REDACTED] >
Sent: Wednesday, July 1, 2020 9:52 AM
To: McDougall, Robert <robert.mcdougall@vermont.gov>; Padula, Domenica <Domenica.Padula@vermont.gov>
Cc: Jensen, Lisa <Lisa.Jensen@vermont.gov>; Clark, Charity <Charity.Clark@vermont.gov>; AGO - CAP <AGO.CAP@vermont.gov>
Subject: RRT Referral from CAP - time sensitive
Importance: High

Hello,

CAP received the call below on Monday 6/29. I attempted to call back the individual today, but my call wouldn't go through (auto message "wireless customer you are trying to reach is not available"). This is a time sensitive issue so I thought it best to forward to the RRT. Our intention was to advise her to report this to her local police and let her know that we would connect with the RRT. Would someone from the RRT be able to attempt to call her back today (hopefully her phone is available later)?

Complaint Intake: AG20-04632

Received: Monday 6/29

Name: Emily

Phone: [REDACTED]

My notes: Owns a home in Burlington which is being renovated. staying at [REDACTED] in Colchester, VT. Business has asked everyone to leave, this violates the Governor's Order. has to leave in 4 days.

Voicemail transcription: Hi, my name is Emily Coburn. My phone number is [REDACTED]. I'm having difficulty with my own a home in Burlington, which is gutted under Renovations and under the circumstances. I have been staying at the [REDACTED] in Colchester Vermont off. They are now kicking everybody out. Even though the governor's executive order on the 14th of May extended our our our order to stay in place until the 15th of July. I would like some assistance and could somebody please intervene in letting [REDACTED] know that they cannot take us out with four days notice? Again, my name is Emily Coburn 6 [REDACTED] 0. Thank you.

Sincerely,

[REDACTED]

Graduate Research Assistant
University of Vermont

Consumer Assistance Program
Vermont Attorney General's Office

[REDACTED]

Pronouns: she/her/hers