

From: [AGO - CAP](#)
To: karen.rodriguez@scripps.com
Subject: Public Records Act Request 2022-04194
Date: Friday, June 10, 2022 3:57:04 PM
Attachments: [2022-05-23 Rodriguez PRA request.pdf](#)
[Rodriguez - PRR 2022-04194 combined files_Redacted.pdf](#)
[2022-06-10 CAP response to Rodriguez - EW Scripps Newsy - 2022-04194 w docs.pdf](#)

Dear Karen Rodriguez,

Please see attached in response to your Public Records Act request.

Sincerely,

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

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

THOMAS J. DONOVAN
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E.B. LONDON
CHIEF ASST. ATTORNEY GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
CONSUMER ASSISTANCE PROGRAM
HOTLINE: (800) 649-2424
FAX: (802) 304-1014

ADDRESS REPLY TO :
Office of the Attorney General
ATTN: Consumer Assistance Program
109 State Street
Montpelier, VT 05609

Website: ago.vermont.gov
Email: AGO.CAP@vermont.gov

June 10, 2022

Via email to karen.rodriguez@scripps.com

Karen Rodriguez
E.W. Scripps/Newsy
503 E. Nifong
#3450
Columbia, Missouri 65201-3717

Re: Public Records Request 2022-04194

Dear Karen Rodriguez,

I write in response to your Public Records Act request dated May 23, 2022, a copy of which is attached for your convenience, whereas payment was received June 7, 2022.

The documents pertaining to your request are attached (Attachment "2022 06 10 Rodriguez – PRR 2022-04194 combined files_Redacted.pdf", pages 000001-000042).

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,

Crystal Baldwin
Consumer Assistance Program
Office of the Attorney General
State of Vermont

RECEIVED AT CAP

MAY 23 2016

Complaint #: _____

[REDACTED]
Burlington, VT 05403
[REDACTED]

May 19, 2016

To whom it may concern,

I am requesting the Attorney General Consumer Assistance Program help me with awarding me a refund of a collected application fee of \$25.00 by Cassidy Properties.

I understand that in the Vermont, it is not legal to collect this \$25.00. I am hoping you can assist me with this refund.

Please feel free to contact me if you require any additional information.

Thank you,

[REDACTED]
Evan B. Minckler

Cc:
Housing Board of Review
Cassidy Properties, LLC



HOUSING BOARD OF REVIEW

City of Burlington

149 Church Street Room 11
Burlington, Vermont 05401
(802) 865-7122

REQUEST FOR HEARING RELATED TO SECURITY DEPOSIT

The information provided on this form must be complete and accurate. Please print legibly.

TENANT(S) NAME: Evan Minckler OWNER(S) NAME: Michael Cassidy
(Use separate sheet to provide names & addresses for additional parties)

Tenant's Current Mailing Address: [Redacted]
Burlington, vt 05403
Owner's Current Mailing Address:
Cassidy Properties, LLC, P.O. Box 4357
Burlington, vt 05406-4357

Tenant Phone: (h) [Redacted] (w) [Redacted]
Owner Phone: (h) [Redacted] (w) 802-862-7467

Address of Rental Unit in Question: [Redacted] Burlington, vt 05401

Written Lease? yes (Yes or No) Attach a copy if available Amount of Deposit: \$600

Date Tenant Occupied this Unit: From: May 31, 2015 To: April 1, 2016

Person(s) Requesting Hearing: Evan Minckler
Reason for Requesting Hearing: to obtain refund of security deposit & any other monies
Is any person for whom a hearing is requested on active military duty? Circle one Yes No Compensation allowable under VSA

State law provides that a landlord who willfully fails to return a security deposit shall be liable for double the amount wrongfully withheld. (9 VSA 4461) The burden is on the tenant to prove the failure is willful.
Are you requesting double damages? Yes or No

Is there any other court proceeding currently pending related to this matter? not at this time
If yes, please give the case name, name of the Court and Docket Number, if available:

PLEASE RETURN THIS FORM TO: CLERK/TREASURER'S OFFICE
CITY HALL
149 CHURCH ST ROOM 20
BURLINGTON VT 05401

THIS REQUEST MUST BE FILED WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THE OPPORTUNITY TO REQUEST A HEARING OR, IN THE ABSENCE OF SUCH NOTICE, WITHIN 44 DAYS OF THE DATE THE TENANT VACATED OR ABANDONED THE RENTAL UNIT. 06/10/2022

Evan Minckler

[REDACTED]
Burlington, VT

[REDACTED]
May 19, 2016

Cassidy Properties, LLC
C/O Michael Cassidy
P.O. Box 4357
Burlington, VT 05406-4357
802-862-7467

Mr. Cassidy,

I moved out of your property located at [REDACTED] Burlington, VT, 05401 on April 1, 2016. Although I no longer have any corroborating evidence of this date, I did notify you by written text message on April 7, 2016 that I was out. I was out, my replacement [REDACTED] was ready to provide you with his money to move in and that I was requesting my security deposit back. (See attached Exhibit A)

You did not tell me within 14 days of April 7, the date of the text message (official written notification, although verbal notification occurred on April 1, 2016) the date I moved out, in writing, why you were keeping my security deposit. Therefore you can't keep any of my security deposit under the following section:

VSA Title 9, Chapter 137, Section 4461

(c) A landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days from the date on which the landlord discovers that the tenant vacated or abandoned the dwelling unit, or the date the tenant vacated the dwelling unit, provided the landlord received notice from the tenant of that date. In the case of the seasonal occupancy and rental of a dwelling unit not intended as a primary residence, the security deposit and written statement shall be returned within 60 days.

Although you sent me a letter itemizing the security deposit deductions, the letter was dated April 22, 2016; however, it was postmarked April 27, 2016. The post mark date notification is 20 days after I moved out and after I notified you in writing via text message. Further, you provided me with your final clean Unit Inspection Sheet which you completed dated April 9, 2016 after I had vacated the unit, clearly indicating you knew I had vacated the unit. This postmark is eighteen (20) days after the April 7, 2016 text message notification and twenty (20) days after your dated inspection. It is evident, that you were willfully withholding my security deposit and had no intentions of returning it until I contacted you again which prompted the April 27, 2014 mailing of the letter.

Although I believe that I am clearly entitled under Vermont State Law to recourse, I will address the itemized deductions provided.

Itemized Deductions	Response		
Security deposit		600.00	
Interest	<p>This amount is arbitrary and capricious and is not agreeable. The lease does not designate how much interested would be paid on any potential outstanding amount. If the Burlington Housing Board or other authority decides that I owe Cassidy Properties an amount payable, I agree to pay a reasonable amount of interest if directed to do so by and appropriate authority at a rate commensurate with current prime interest rates.</p>		.50
Certified Mail Fee	Letter was sent regular mail. (See Exhibit B)		3.45
1/3 of Inv #485 (City inspection fee)	<p>I was never provided with any city inspection bill the any time during my habitation at [REDACTED]. There was also no bill attached to this itemized demand; therefore, it appears invalid.</p>		33.33
Sublet fee	<p>According to the lease agreement section 21, I entered into with Cassidy Property, if a sublease is required if I move out and a new sublet individual moves in prior to the end of my lease agreement which was to end on June 1, 2016, a \$75.00 Administrative Fee is due. I agree that it appears this is payable according to my lease agreement entered into on May 13, 2015.</p>	75.00	

<p>½ kicked in porch door repair (see attached bill)</p>	<p>I am not aware of this damage nor have I ever seen or been provided with a repair bill. It should be noted that similar damage appears to be noted on the prior tenants Unit Inspection Sheet dated 5.29.15 completed by Cassidy Property. I do not believe I am responsible for any of this claimed damage as it appears to have been preexisting and never repaired.</p>		<p>130.12</p>
<p>½ mold removal and binning of bathroom ceiling tile</p>	<p>This damage is a result of there being improper bathroom venting. In addition, this repair has not been fixed and I should therefore not be responsible to for a claimed bill. Attached is a recent photo taken after April 7, 2016 by the current residents of the bathroom ceiling tile mildew and rusted cross bars. Clearly, this is not from my daily single shower use of this bathroom over the course of 11 months but rather poor long term maintenance. (See Exhibit C)</p>		<p>10.00</p>
<p>Very dirty and stained bedroom carpets</p>	<p>The carpets were more than 20 years old when I moved in on May 2015. This is evidenced by your Unit Inspection Sheet dated 5.29.15 for [REDACTED] who was the previous tenant. (See Exhibit D) Under the Item: Floor, you indicated the floor had “some old yellow stains etc”. When [REDACTED] moved in on April 9, 2016, he replaced the carpet. (See Exhibit E) He is not requesting reimbursement of any kind and is willing to provide any statement if required. Including the age of the prior carpet which had a pad so old that the underpadding had</p>		<p>75.00</p>

	disintegrated to powder.		
½ of 2 burnt out bathroom CFL bulbs	The current tenants and sublets are responsible and continue to be responsible for any sections under section 26 of the lease. Since they are still are on the lease and [REDACTED] [REDACTED] has taken over my portion of the lease, I should not be charged for lightbulbs as they remain tenants.		5.00
½ of 1 extra bar missing on the fridge door from when you moved in	These were missing when I moved in. I am not responsible for damage done to the property prior to my lease agreement dated May 15, 2015. You even noted these broken/missing broken door bars on the Unit Inspection Sheet of [REDACTED] dated 5/29/2015 who was the previous tenant.		35.00
½ of repair of screening and wire mesh pulled out near porch door	This screening and wire mesh pulled out on the porch door is preexisting damage present when we moved in. This is evidenced by the notation on the Unit Inspection conducted by Cassidy Properties on the Unit Inspection Sheet of [REDACTED] [REDACTED] dated 5/29/2015 who was the previous tenant. (See Exhibit D)		20.00
9 days in April, [REDACTED] didn't move in until 4/9/2016	It is agreed that [REDACTED] moved in on April 9. However, [REDACTED] paid the \$600 security deposit and \$600 rent for the month of April, therefore this \$178.00 is disputed as due from me as Cassidy Properties was paid in full for the month of April.		178.00

<p>Came over in winter and notice you turned up heat, and I told you not to ever turn it up again otherwise we would charge you \$200 each time you did it. I came back on two different occasions and found you had turned it up and I had turned it down on both of those occasions. We are only going to charge you for one time instead of the 3 different occasions that I found it turned up.</p>	<p>This \$200 charge is disputed as it is inconsistent with the lease language and the thermostat was not changed as you claim in your letter. Under my lease agreement, sections 7 & 8 heat is included. (See Exhibit F) The thermostat was never turned up by any of the tenants as you claimed. Prior to renting this apartment, you had installed a lock box over the thermostat to prevent tenants from changing the heat settings. (See Exhibit G)</p>		200.00
<p>Total:</p>	<p>Owed to me by Cassidy Properties. Check should be made payable to Evan Mincker only.</p>	525.00	

In my 11 months of tenancy at [REDACTED] you made several visits to the property without proper notification. (See Exhibit E, Lease Section 30) You entered our home without knocking and came in to our space; a complete invasion of our privacy and the law. When you were asked to leave, you 'warned' us verbally to 'consider this our 48 hour notification'. I felt threatened and violated.

Although under sections 7 and 8 of my lease heat is included, there was a lock box over our thermostat to prevent tenants from changing the temperature. I am baffled how you can accuse me of changing the thermostat. Although heat was supposed to be included in the price of the rent, you kept the thermostat turned down so low (58 degrees) and locked that the pipes even froze this winter. Oddly, this winter was very mild, imagine if it had been a harsh winter. I am perplexed how you can attempt to assess a tenant \$200 for heat on a locked thermostat, despite in sections 7 & 8 of the lease say that the charges would be \$50 and the difference in fuel used between the present year (May 2015-May 2016) and last year (May 2014-May 2015) (for this occupancy only). I was not provided with any such bills to support your claim, and further note that if this is in fact the scenario as you claim, why is this charge not divided between the other co-tenants?

I have opted to move out because you kept this property inhabitable, you treat tenants with blatant disregard for basic living conditions and privacy. In light of your bullied attempt and willful attempt to withhold my security deposit even after several requests, I am respectfully asking the Burlington Housing Board, or other investigative entity to review the Cassidy Property, LLC's security deposit practices.

In addition, when I first rented from you, you requested an 'application fee' of \$25.00 which you indicated was for administrative purposes. I now know it to be true that this is not allowable under Vermont State Law. [REDACTED]

[REDACTED] Under Vermont State Statute, it is unlawful to charge potential renters an 'application fee'. Therefore, I am respectfully requesting a refund of the of the \$25 application fee I paid to you by check in May 2015 in addition to the \$525.00 for a total of \$550.00.

At this time, I expect my security deposit and application fee be refunded to me in the amount of \$550.00 no later than May 31, 2016, and made payable only to Evan Mincker.

In addition, I am requesting that the Burlington Housing Board of Review and find in my favor requiring Cassidy Property, LLC to pay me, Evan Mincker, no less than \$600.00 and any other unrecognized entitlements, for the willful withholding of my security deposit under:

VSA Title 9 Chapter 137, Section 4461

(e) If a landlord fails to return the security deposit with a statement within 14 days, the landlord forfeits the right to withhold any portion of the security deposit. If the failure is willful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.

I retain the right to pursue this action with small claims court if I do not receive my security deposit of \$525.00 in full by May 30, 2016.

Evan B Mincker

Printed name

[REDACTED]
Signed



So [redacted] is meeting you to give you the money. Can I meet with you after to get my security deposit check?

I need to inspect everything first. What is happening with the other application. I can stop by between 8:30-9 tomorrow morning

You'll have to talk to [redacted] about that

And inspect what?



0000
CASSIDY PROPERTIES, LLC
P.O. BOX 4357
BURLINGTON, VT 05406-4357

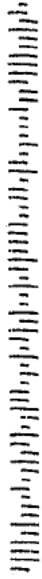
BURLINGTON VT 054
27 APR 2015 PM 2 T



Evan Minckler



S. Burlington, VT 05403



05403-6966

Exhibit B

Front of envelope

Not certified mail

000011
not certified mail

Back of envelope

06/10/2022

CASSIDY PROPERTIES, LLC
P.O. BOX 4357
BURLINGTON, VT 05406-4357
802-862-7467 802-862-0484 fax

CERTIFIED # [REDACTED] 4598

April 22, 2016

Evan Minckler

[REDACTED]
Burlington, VT 05401

Re: security deposit

Security deposit: \$ 600.00
Interest: .50

Less:

Certified mail fee: 3.45
1/3 of inv # 485 (city inspection fee) 33.33
Sublet fee: 75.00
1/2 of kicked in porch door repair (see attached bill) 130.12
1/2 of mold removal and binning the bathroom ceiling tile 10.00
Very dirty and stained bedroom carpets: 75.00
1/2 of 2 burnt out bathroom CFL bulbs 5.00
1/2 of 1 extra bar missing on the refrigerator door from when you moved in: 35.00
1/2 of repair of screening and wire mesh pulled out near porch door: 20.00
9 days in April ([REDACTED] did not move into the apartment until 4/9/16 because the Apartment was so dirty he had to wait until you cleaned it.) 178.00
Evan, when I came over one day this winter and noticed you turned the heat up, I told you not to ever turn it up again, otherwise, we would charge you \$200 each time you did it. I came back on two different occasions and found that you had turned it up after I had turned it down on both of those occasions. We are only going to charge you for one time instead of the 3 different occasions that I found it turned up. 200.00

Total deductions: \$ 764.90

Total due landlord: \$ 164.40

You have the right to request a hearing before the Burlington Housing Board of Review within thirty (30) days of receipt of the landlord's written statement of deductions.





Tenant(s): [REDACTED] Address: [REDACTED] Date: 5/20/15

This form is to be filled out by tenant and returned to us within 24 hours of occupancy. Check "OK" for each item or describe the problem. If the tenant does not return this inspection sheet, we will assume the unit is free of defects and will hold tenant responsible for defects or problems upon termination of lease agreement. Label each bedroom.

ITEM	OK	NOT OK	DESCRIPTION
			Install Rods to hang clothes in closets
Kitchen walls	✓		
ceiling	✓		
sink	✓		
cabinets	✓		
counters		✓	old 6" burn
range/hood		✓	filter dirty
refrigerator		✓	2 broken Ref. hangs on door
outlets	✓		
light fixtures		✓	1 bad 4' fluorescent bulb - dirty globe
floors	✓		
windows		✓	dirty sills
storms/screens	✓		
door			
closets			
other			garbage disposal jammed & clogged
charged fire exting	✓		
Living room walls		✓	250-300 dirt marks & a few stains
ceiling	✓		
floors	✓		
light fixture	✓		
outlets	✓		
windows		✓	Window sills ^{very} dirty
storms/screens	✓		
door			
closets			
other			
Bathroom walls			
ceiling		✓	rusty metal grids
toilet		✓	toilet seat loose
sink	✓		
cabinets	✓		
tub/shower		✓	very dirty
mirror	✓		
light fixture	✓		
outlets	✓		
floors		✓	- ground in dirt
window			
storm/screens			
fan	✓		
door		✓	2-1" holes
other	✓		low bar
Bedroom Front			
walls	✓		
ceiling	✓		
floor		✓	some old yellow stains etc
light fixture	✓		

1-C ✓ 2-C

(Evidence that there is prior ventilation problem)

Exhibit D

000015

06/10/2022

windows		✓	very dirty sills	
storms/screens	✓			
door		✓	old coach	(evidence that door was damaged prior to me moving in)
closets		✓	dark mark on wall	
other				
3 bedroom Center				
walls		✓	large black mark on wall	
ceiling	✓			
floor		✓	old 2" hole in floor	
light fixture	✓			
outlets	✓			
windows		✓	very dirty sills	
storms/screens	✓			
door		✓	1" hole in back of door & old Patch - Trim down	bottom
closets				
other				
Bedroom Rear				
walls	✓			
ceiling	✓			
floor		✓	old burn	
light fixture	✓			
outlets	✓			
windows		✓	dirty sills	
storms/screens	✓			
door	✓			
closets	✓			
other				
Other room walls Basement				
ceiling				
floor				
light fixture				
outlets				
windows				
storms/screens				
door				
closets				
other				
Other room walls Paved				
ceiling				
floor		✓	carpet a little stained	
light fixture				
outlets				
windows				
storms/screens				
door				
closets				
other				
Exterior				
Entry doors/locks				
Smokes/co detectors		✓	1 bad battery	
number of keys				





This lease entered into on May 13, 2015, between [REDACTED] Duplex, LLC (hereinafter referred to as "Landlord"), and Evan Minckler, [REDACTED] (hereinafter referred to as "Tenant"), by which the parties agree as follows:

- 1) Landlord leases to Tenant, premises designated as follows: [REDACTED] Burlington, VT 05401 for a term beginning on June 1, 2015 and ending on May 27, 2016 at 12:00 noon, upon conditions set forth herein.
- 2) Apartment will include the following:
 - (X) Electric Stove (X) Refrigerator () Shades () Hookups () Washer () Dryer () Dishwasher (X) Disposal () Dehumidifier () Electric Heater
 - In those units where there is a washing machine (whether existing or installed by the tenant to provided hookups) there will be an additional \$10.00 charge per month for every tenant more than the number of bedrooms to cover water/sewer costs.
 - If landlord supplies washer and dryer, tenant will be responsible for 50% of repairs.
 - If Landlord pays for water/sewer and Tenant hooks a washer up to a sink, rent will increase \$10.00 per person.
- 3) Upon moving into the premises, Tenant has 24 hours to submit any damages or defects to the apartment. Thereafter, it is acknowledged that everything not listed is in good condition and working order. Upon the termination of this lease, the Tenant shall be responsible for everything in the premises to be in good working order unless otherwise stated within the first 24 hours, reasonable wear and tear is accepted.
- 4) Tenant hereby agrees to pay Landlord for the use of said premises the total sum of Twenty one thousand six hundred dollars (\$21,600) to be paid in equal monthly installments of Eighteen hundred dollars (\$ 1,800) due and payable on the first day of each month. Although [REDACTED] Duplex, LLC is the "landlord", this LLC has entered into a management agreement with Cassidy Properties, LLC. Rent shall be delivered to Cassidy Properties, LLC, P.O. Box 4357, Burlington, VT 05406-4357, and made payable to **Cassidy Properties, LLC, Customer Trust Account**.
- 5) Before moving into premises, Tenant shall pay Landlord the sum of Eighteen hundred dollars (\$ 1,800) as a security/damage deposit and if applicable, a pet damage deposit, to be held by Landlord to cover the following expenses:
 1. Cleaning
 2. Repair of damage (not including normal wear and tear)
 3. Delinquent monetary obligations of Tenant, including late fees, interest, attorney fees, cost of collection/eviction, and any unpaid utility bills
 4. Any other expenses resulting from Tenant's breach of this agreement
 5. Certified mail fee for list of itemized damages
- 6) Tenant may not use the security deposit in lieu of any month's rent. If the total cost of repairs, damages and monies owed to Landlord exceeds the amount of the security deposit, Tenant will be responsible for the difference. Landlord will refund security deposit only to the original tenant at the end of the lease term after examination of premises and upon conditions set forth herein. Security deposit and/or statement of deductions will be sent to Tenant within 14 days of Tenant vacating the premises and returning all keys to Landlord at the end of the lease. One security deposit refund check will be issued and made payable to all tenants together unless separate checks are requested in writing at time of moveout. If

LEASE

Burlington, VT 05401

separate checks are requested in writing, checks will be split evenly among the tenants. Tenant must notify Landlord immediately upon vacating the premises. Tenant is responsible for having carpets professionally cleaned if they are stained or soiled.

7) Tenant agrees to pay for the following utilities and services:

- Gas Heat Electricity Gas Hot Water Electric Cooking Water/Sewer
- Plowing Lawn Care Rubbish Removal City Registration/Inspection Fee

Tenant is responsible for any annual registration/inspection fees that the city of Burlington charges. Tenant is responsible to physically turn on and off their heating system. Landlord is responsible for maintenance on heating units. If Tenant is responsible for lawn care and does not keep it cut to a 3-4" length, Tenant will have three days to cut it after the Landlord has asked, otherwise Tenant will pay the cost to mow the lawn. If Landlord supplies plowing services, Tenant shall be responsible for any necessary shoveling, sanding and salting for safety and practical purposes. Landlord will supply salt or sand upon request. Vehicles must be out of the parking lots by 8am the day of or after a snowstorm so the plow can thoroughly clean the area. ANY CAR THAT IS NOT MOVED WILL BE TOWED. Landlord will not be responsible for any damage caused from snow or ice falling on your car.

8) If heat is included in the rent and you are the tenant that lives in the apartment with the thermostat and you reprogram the thermostat without the Landlord's written permission, you will be charged a \$50.00 service charge and you will pay the difference in fuel used compared to previous year's fuel use. If, during the term of this tenancy, any utilities, i.e., heat, hot water, electricity, water, that are currently paid for by Tenant, are converted into Landlord's name, Landlord reserves the right to increase the rent by a reasonable amount to reflect the additional cost to Landlord. If property taxes should increase by 15% or more after this lease begins or if we supply heat and heating costs should increase by 15% or more, we reserve the right to divide these costs by the number of units in the building and increase your rent accordingly. This increase will be rounded to the nearest \$5.00.

Tenant shall have all utilities for which he/she is responsible put in his/her name before moving into premises.

9) Tenant shall be solely responsible for disposing of any rubbish other than normal household disposal; i.e., tires, furniture, appliances, Christmas trees, etc. RUBBISH IS TO BE SEPARATED INTO RECYCLABLE AND NON-RECYCLABLE CONTAINERS, INCLUDING PAPER, PLASTIC AND ALUMINIUM. FAILURE TO COMPLY WILL RESULT IN FINES AS DETERMINED BY THE MUNICIPALITY'S LAW. RECYCLING IS MANDATORY IN VERMONT. IF TENANT DOES NOT RECYCLE ALL REQUIRED HOUSEHOLD PRODUCTS EACH WEEK, LANDLORD WILL CHARGE AN ADDITIONAL \$25 PER MONTH FOR RENT.

10) All tenants and co-tenants shall be individually and jointly responsible for all obligations incurred herein. Even though an individual pays a partial payment of the rent, it does not release his/her responsibility for paying the entire rent. Tenant shall be charged a \$10.00 late fee for failure to pay rent within five (5) day of the due date, plus \$2.00 per day thereafter for each day rent is not paid in full. If Tenant writes a bad check, an additional \$25.00 service fee will be charged. Tenants and their co-tenants shall be charged interest of 18% per year on all unpaid balances.

11) Tenant agrees that there will be no more than 3 person(s) living in said premises, unless Landlord gives written consent. Whether there is consent or not, you are still liable for the following charges. Any

LEASE

Burlington, VT 05401

additional adults (aged 18 and older) to live in this unit beyond the number of bedrooms will pay an additional fee as follows: \$50.00 per adult if no utilities are included in rent, \$55.00 if hookups are included, and \$70.00 if heat and hot water are included.

- 12) Tenant agrees to maintain premises in a clean and orderly condition at all times and to comply with all Codes and Ordinances of the City of Burlington, State of Vermont. Tenants are responsible for supplying their own working vacuum and keeping the living unit cleaned on a weekly basis. Tenant is responsible for picking up the area around the apartment, i.e., cigarette butts, bottle, cans, rubbish, etc. If Tenant or Tenant's guests smoke outside of the building, please dispose of all butts properly, otherwise we will charge Tenant a minimum of \$30.00 clean up. Tenant shall not operate any mechanical device at any time at a volume that is disturbing or annoying to others. Large parties and kegs are not allowed on the premises. Tenant further understands that loud noise at anytime of the day or night by the Tenant or Tenant's guests is a violation of Vermont law. This will be deemed a substantial breach of this Agreement and is grounds for termination of this tenancy.
- 13) If the premises are left in an uninhabitable condition, the Tenant will be responsible for any rent lost while repairs or cleaning are being done and until the premises are fully restored. Tenant shall be responsible for flea, bedbug, other pest or vermin extermination caused by Tenant. Premises must be kept clean and free of vermin. If Tenant notices more than five black ants in any one day in the apartment, please inform Landlord.
- 14) Tenant shall make no alterations, additions, improvements or painting to the premises without prior written consent of the Landlord. Upon termination of this Lease, all approved alterations, additions, improvements or painting made by the tenant shall become the property of the Landlord. However, upon election of Landlord, tenant shall promptly remove all alterations, additions or improvements and any other property placed in or about the premises by Tenant, or repaint any of the areas painted by Tenant. Tenant shall repair any damages caused by such removal and pay for such repair. Tenant will not disfigure to deface any part of the premises or the building or allow this to be done by anyone else. Picture hanging nails, tacks, or ceiling hooks are allowed in moderation only. The following are not allowed; stick-on hooks, any kind of tape, screws or large nails. Dartboards are not permitted (minimum charge to repair walls or woodwork is \$50.00).
- 15) Tenant will not do anything or allow anything to be done which will increase the rate of fire insurance to the building, e.g., use of flame producing stoves, hibachis or other cooking devices on porches, balconies, inside the premises or in roofed areas. Tenant will not use open flamed candles without proper protection against flammable materials and without proper supervision. Tenant will not permit the accumulation of waste or refuse matter, nor permit the premises to be used for any illegal purpose, or otherwise than as a private dwelling.
- 16) If tenant installs an air conditioner, it must be tilted away from the window so that the water flows away from the window and the building, otherwise you will be responsible for all water damage repair. The operation of a childcare center or any other in-home business is not permitted. No radio or television wires, aerials or satellite dishes shall be installed on the roof or exterior of the premises, the porches, windows, balconies or any other exterior surfaces. No pools are allowed on the property.
- 17) Tenant agrees to put pads on all furniture, beds, and all items that are on the hardwood and/or linoleum floors so not to damage them. Tenant agrees not to put tin foil under your stove burners because it might ruin the burners or tenant may become electrocuted. If you need a new burner because it won't come clean, give us a call. Flat surface stovetops must be cleaned with a soft scrub product and a razor, do not

use steel wool. If Tenant allows smoking in the apartment and we have to clean or paint the affected areas, we will charge Tenant to do so. Smoking inside the building is not allowed and will be considered a violation of the lease. All cigarette butts must be disposed of properly so not to create a mess of the grounds.

18) Tenant will give Landlord immediate notice of any water leaks, electric or heating malfunctions or any other defects that might increase damage or other risk to the apartment or its inhabitants if not taken care of promptly. Tenant will be liable for damages if he/she does not so inform Landlord immediately of any such problem. Tenant will also be responsible for any additional water costs if he/she does not inform Landlord of any toilet, faucet or pipe leaking or running.

19) Any partial or complete stoppage of drains or waste pipes occurring during tenancy shall be repaired at tenant's expense. Grease, oils, coffee grounds, fibrous materials, sanitary products, refuse of any kind or caustic substances shall not be put into toilets or drains. Coffee grounds, potato skins, plastic, etc. shall not be put in garbage disposal. Tenant is responsible for all damaged windows. The owner will not be responsible for any food loss due to the malfunction of any appliance.

20) Tenant agrees that prior to leaving the premises for any period of time, he/she will take the following precautions:

1. Doors and windows will be securely fastened
2. Thermostats shall be set at no more than 70 degrees and no less than 60 degrees
3. Heater must be set warm enough on cold days to prevent pipes from freezing

If you have a thermostat in your apartment, DO NOT put a space heater within 20' of it, otherwise the thermostat will shut down, which will turn off your heater and possibly freeze the pipes in the building. If this happens, you will be responsible for ALL damages.

21) Tenant shall not sublet or assign premises without the written consent of Landlord. If consent is given, Tenant agrees to pay a service charge of \$75.00 to Landlord in order to cover administrative costs. If Landlord must re-rent the premises during the term of this lease, Tenant will be responsible for the following costs:

- a) Rental fee of one half of a month's rent
- b) Advertising costs
- c) All rent and utilities until premises are re-rented

22) Tenant shall be solely responsible for insuring his/her personal belongings in the apartment. Landlord shall not be liable for loss of, or damage to, Tenant's property by reason of leakage of water, gas, fire, theft, falling ice or snow, any act of God, or from any other cause. You must be aware of any hanging ice or snow buildup on roofs and do not park or walk near it during these times. You will be responsible for any damages or injury caused by falling ice or snow.

23) No unregistered or uninspected vehicle or any vehicle that does not belong to Tenant will be allowed on premises. Unauthorized vehicles will be towed at owner's expense. Tenant is allowed 3 parking space(s). Cars and other vehicles shall not be parked on the lawn or any other place not specifically designated for parking. Continuous mechanical work on motor vehicles is prohibited. Parking stickers will be issued only for vehicles currently registered to tenants.

LEASE

Burlington, VT 05401

- 24) No animals shall be kept on or about the premises at any time without the prior written consent of the landlord. At those units where an animal is approved (in writing), a minimum pet deposit of 1/2 month will be charged and the rent shall be increased by \$20.00 for every cat approved and at least \$50.00 for every dog approved. Tenant is responsible for any damage of the property caused by any pet. Tenant will not flush cat litter down the toilet or drain. Tenant will promptly remove all fecal matter and will be responsible for repairing any damage to the lawn, i.e., holes, dead grass, etc. If the pet creates a nuisance to other tenants in the building or to neighbors, or if fecal matter is not cleaned on a daily basis, permission will be revoked and the pet must be removed immediately from the premises permanently.
- 25) No lock shall be changed without prior written consent of the Landlord. If tenant has permission to change a lock, he/she shall have it done by Dion's Locksmith (863-6624) because your lock must be keyed to our master key. Tenant must then immediately furnish three copies of each new key to Landlord.
- 26) Landlord will supply compact fluorescent light bulbs upon move-in. Tenant is responsible for replacing bulbs during tenancy. Upon vacancy, any missing or burnt out bulbs will be charged at \$5.00-25.00 per fluorescent bulb. (All fluorescent bulbs must be replaced with same type of bulb). Landlord has supplied functioning smoke detectors, but it is Tenant's responsibility to maintain working batteries in them.
- 27) If Tenant requires Landlord or his agent to assist them in entering a Tenant's premises between the hours of 5:00pm and 9:00am Monday through Friday, or anytime on holidays and weekends, a fee of \$50.00 to \$60.00 fee will be charged at that time.
- 28) Tenant must notify Landlord in writing at least 60 days prior to the end of this Lease as to whether or not he/she intends to renew this lease. If Tenant does not notify Landlord, tenant shall be responsible for all expenses incurred by Landlord and/or resulting loss of income. In the event Tenant elects to renew the lease, Tenant must sign a new lease at least 30 days before the original lease terminates. If Tenant does not sign a new lease, terms and conditions of the last lease will apply for the following year unless otherwise stated by Landlord, however, if Landlord has given notice of rent increase, the new rent will apply. If Tenant does not abide by the terms of the lease, he/she will be evicted yet still be responsible for the terms of the lease until it is re-rented. Tenant must keep all utilities on until the 1st of the month following the last day of your lease. Otherwise, if we have to turn them back on for inspections, etc., you will be responsible for the utilities as well as the one-time hookup fee.
- 29) The Landlord's obligation to deliver possession of the apartment is contingent upon the current occupant of the apartment vacating the apartment and moving all of their personal property from the apartment. The parties to this lease acknowledge that failure of the current occupant to deliver possession will cancel this lease, and all deposit money and prepaid rent paid shall be returned. Neither party may claim damages arising from the failure to deliver possession.
- 30) Landlord reserves the right to enter the premises at reasonable times giving 48 hours notice or with mutually agreed upon notice for the inspection of the premises. Landlord reserves the right to gain entrance without notice for emergency purposes. Landlord shall have the right to show premises to prospective tenants at reasonable times.
- 31) Keys must be returned to Landlord upon Tenant vacating. If all keys are not returned, there will be a \$50.00 per lock re-keying charge.
- 32) If Landlord needs to hire a subcontractor to repair any damages occurred under the terms of this lease a 10% fee or \$10.00 (whichever is larger) will be added onto each bill to cover the time taken to get the

repairs completed. If we make the repairs or do the cleaning ourselves, these items will be charged at a rate of \$32.00 per hour plus materials, with a minimum of a \$38.00 service charge. Material costs are based on our 10-50% discounted rates plus 20%.

- 33) Landlord shall have no liability to the tenant, and the 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.
- 34) Tenant agrees that if he/she should violate any of the above conditions, he/she will be subject to eviction proceedings. If Landlord has to deal with Tenant regarding a serious violation of the lease, i.e., loud noise, continuous late payments, etc, you will be charged \$50.00 for each incidence. Tenant also agrees to pay all Landlord's legal fees and collection costs in the event Landlord is required to evict Tenant or to collect from Tenant. In the event tenant becomes more than 30 days delinquent in his/her rent, or has otherwise breached this Agreement, all rent for the entire lease term shall become immediately due and payable regardless of any declared termination of the tenancy; subject only to Landlord's duty to make reasonable efforts to mitigate his damages. Any utilities stated in Paragraph 7 that are Tenant's responsibility will be charged to Tenant until unit is re-rented. All delinquencies will be filed with the local and National Credit Bureaus and will stay on your credit report for at least seven years.
- 35) If Tenant withholds any payment of rent at anytime, pursuant to 9 VSA Section 4458, Tenant shall pay such withheld sum(s) immediately as they become due, into an independent escrow account, or into Chittenden Superior Court or Addison Superior Court for Vergennes tenants at such time as either party commences litigation against the other. Tenant must fully and immediately disclose the location, identity and escrow agent of said account and provide Landlord complete and continuous access to all relevant information, including the account balance. Failure of Tenant to fully and promptly comply with this paragraph shall be deemed a bad faith exercise of Tenant's rights under said law, and shall constitute a waiver thereof. This entitles Landlord to obtain a writ of possession against Tenant for non-payment of rent, and to pursue all other remedies to which Landlord is Entitled by law, including its right to attorney's fees under 9 VSA Section 4464(b).
- 36) **THIS LEASE AGREEMENT SHALL CONSTITUTE THE ENTIRE UNDERSTANDING OF THE PARTIES AND NO MODIFICATIONS SHALL BE ENFORCEABLE UNLESS IN WRITING AND SIGNED BY THE PARTIES.**

WE, THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS LEASE.

WE, THE TENANTS AND CO-TENANTS, PERSONALLY AND INDIVIDUALLY GUARANTEE THE ENTIRE OBLIGATION INCURRED BY "TENANT" FOR THE FULL TERM OF THE LEASE AND FOR THE ENTIRE STAY OF SAID TENANT.

Dated at Burlington, Vermont, this ____ day of _____, 20__.

Landlord: [Redacted] Duplex, LLC

By: _____
CASSIDY PROPERTIES, LLC
By its duly authorized agent and
Property manager, Michael R. Cassidy

Tenant's Signature _____ Date _____ Phone # _____
Evan Minckler

Parent or Nearest Relative (print) _____
Phone H _____ W _____ Address _____

Tenant's Signature _____ Date _____ Phone # _____

Parent or Nearest Relative (print) _____
Phone H _____ W _____ Address _____

Co-tenant's Signature _____ Date _____
Loc Truong

Tenant's Signature _____ Date _____ Phone # _____

Parent or Nearest Relative (print) _____
Phone H _____ W _____ Address _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

[x] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

[] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (Check one below):

[x] Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): Essential Maintenance Practices Compliance Statement

[] Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

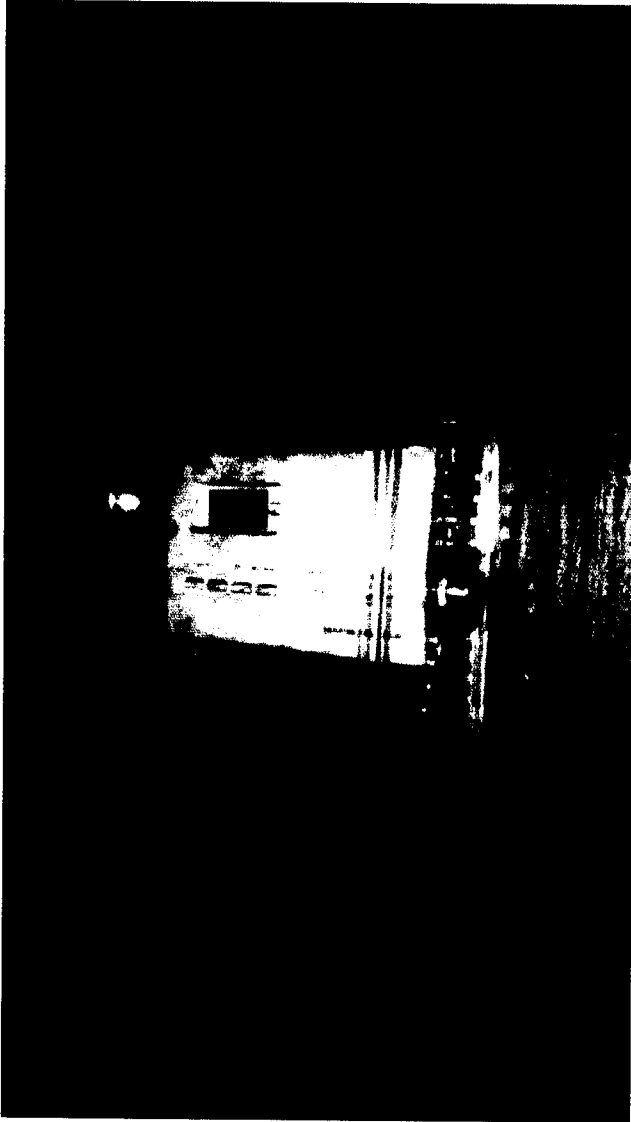
Certification of Accuracy

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.

Lessor Date

Lessee Date Lessee Date

Lessee Date





Additional Supporting Documentation

Tenant(s): [Redacted] Address: [Redacted] Date: 6/11/15

This form is to be filled out by tenant and returned to us within 24 hours of occupancy. Check "OK" for each item or describe the problem. If the tenant does not return this inspection sheet, we will assume the unit is free of defects and will hold tenant responsible for defects or problems upon termination of lease agreement. Label each bedroom.

ITEM	OK	NOT OK	DESCRIPTION
Kitchen walls			
ceiling	✓		Kitchen / Bedroom [Redacted] Water damage
sink	✓		
cabinets			
counters			
range/hood	✓		
refrigerator	✓	✓	broken pieces in fridge
outlets	✓		
light fixtures	✓		
floors			Ruin on evans floor
windows	✓		
storms/screens	✓		
door			inconsistent locks, Bolts
closets			Evans closet coat Rack Busted
other			
charged fire exting	✓		
Living room walls		✓	Couple Holes & 2 Cracked wall Right/left
ceiling	✓		
floors	✓		
light fixture	✓		
outlets	✓		
windows	✓		
storms/screens	✓		
door	✓		
closets	✓		
other	✓		
Bathroom walls		✓	couple holes
ceiling	✓		
toilet		✓	Broken seat
sink	✓		
cabinets	✓		
tub/shower	✓		
mirror	✓		
light fixture	✓		
outlets	✓		
floors	✓		
window	✓		
storm/screens	✓		
fan	✓		
door		✓	Small hole from door stop
other			
Bedroom Evans			
walls			
ceiling			
floor		✓	Ruin on it
light fixture			

(1-C) ✓

Move in inspection completed by Cassidy Properties

windows			
storms/screens			
door	✓	✓	Slight damage to basement floor
closets		✓	Broke beam
other			
Bedroom			
walls	✓		
ceiling	✓		
floor	✓		Black mark near door
light fixture	✓		
outlets	✓		
windows	✓		
storms/screens	✓		
door	✓		
closets	✓		
other			
Bedroom			
walls	✓		
ceiling			Wear & Tires
floor	✓		
light fixture	✓	✓	light in closet
outlets	✓		
windows	✓		
storms/screens	✓		
door	✓		
closets	✓	✓	no rods to hang up clothes
other			
Other room walls			
ceiling			
floor			
light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Other room walls			
ceiling			
floor			
light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Exterior	✓		
Entry doors/locks	✓	✓	inconsistent 3 Bolt lock is not working
Smokes/co detectors	✓		
number of keys	✓		

UNIT INSPECTION SHEET

Tenant(s): Evon Minkler

Address: [REDACTED]

Final check
Date: 4/9/16 apt

This form is to be filled out by tenant and returned to us within 24 hours of occupancy. Check "OK" for each item or describe the problem. If the tenant does not return this inspection sheet, we will assume the unit is free of defects and will hold tenant responsible for defects or problems upon termination of lease agreement. Label each bedroom.

ITEM	OK	NOT OK	DESCRIPTION
Kitchen walls			
ceiling			
sink			
counters			
range/hood			
refrigerator		✓	3 missing bars on the door
outlets			
light fixtures			
floors			
windows			
storms/screens			
door			
closets			
other			
charged fire exting			
Living room walls			
ceiling			
floors			
light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Bathroom walls			
ceiling		✓	mold ceiling tile
toilet			
sink			
cabinets			
tub/shower		✓	partially cleaned very moldy
mirror			
light fixture		✓	2 burnt out CFL bulbs
outlets			
floors			
window			
storm/screens			
fan			
door		✓	small hole from do stop (old hole)
closets			
other			
Bedroom <u>EVANS</u>			
walls			
ceiling			
floor		✓	very dirty & stained, not vacuumed or cleaned

1-C ✓

000032

06/10/2022

light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Bedroom			
walls			
ceiling			
floor			
light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Bedroom			
walls			
ceiling			
floor			
light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Other room walls	FB rch		
ceiling			
floor			
light fixture			
outlets			
windows			
storms/screens		✓	pulled out screen & wire mesh near porch door
door			
closets			
other			
Other room walls			
ceiling			
floor			
light fixture			
outlets			
windows			
storms/screens			
door			
closets			
other			
Exterior			
Entry doors/locks			
Smokes/co detectors			
number of keys	000033		

Baldwin, Crystal

From: Kyle Shekinah-Roark [REDACTED]
Sent: Monday, August 31, 2020 5:13 PM
To: AGO - CAP
Subject: Seeking Advice on Consumer Complaint for Housing Fee
Attachments: Lease_LeaseChangeFee.jpg; ResidentHandbook_LeaseChangeFee.PNG; EmailExchange1_LeaseChangeFee.PNG; EmailExchange2_LeaseChangeFee.PNG; EmailExchange3_LeaseChangeFee.PNG

Categories: Regular - REG

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

VT Attorney General,

I am a resident of the Woolen Mill building in Winooski, and our landlord is currently charging us \$350.00 for a "Lease Change Fee" for adding an additional person this month after we initially signed our lease in May.

I have contacted both CVOEO and VT Legal Aid for the legality of this fee, and neither had a clear answer for me. There is currently no legal precedent for this. Application fees are illegal in VT, but this is *technically* not an application fee. A landlord may charge for a security check for a new tenant, but that is typically around \$70.00. I have asked explicitly, but the property manager refused to confirm to me what this fee actually pays for.

My household is interested in filing a consumer complaint per the advice of VT Legal Aid for what we (and CVOEO) feel is an egregious sum of money for what is typically free or low-cost. Before we do that, I would appreciate some advice and guidance from your office about the best way to approach this issue. It would be nice to stay on at least neutral terms with our building manager.

Attached is the fee details in the lease, resident handbook, and my exchanges with the property manager. At this time, we have already been charged the \$350.00 fee.

Thank you for your time,
Kyle Shekinah-Roark

Baldwin, Crystal

From: AGO - CAP
Sent: Tuesday, September 22, 2020 10:33 AM
To: [REDACTED]
Subject: Shekinah-Roark, Kyle (Woolen Mill) CAP 2020-08452

Re: 2020-08452

Dear Kyle,

We apologize for the misunderstanding regarding your complaint against Woolen Mill.

In reviewing your original email and request for advice, it appears you have already been in contact with the entities we would have recommended: CVOEO Tenant Rights and VT Legal Aid. Our office is not able to provide legal advice. CAP is primarily a consumer complaint letter mediation resource, providing free letter mediation between Vermont consumer and businesses.

When a consumer complaint is received, we notify the business involved and send a concurrent email to the consumer, as was done on September 17, 2020. Again, we apologize for misunderstanding the purpose behind your original email.

If we had been able to provide immediate advice for you at the time of your submission, in reviewing the complaint we would have recommended letter mediation through our office. That being said, I see two options moving forward:

1. Our office can contact the business (Woolen Mill), noting that you are not seeking a response from the business and that the complaint was sent in error.
2. We can continue mediation and await a response from the business. Additionally, you may send other files to support your complaint if you wish.

Lastly, please note that information submitted to our office is considered public record.

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

Baldwin, Crystal

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Thursday, September 17, 2020 11:40 AM
To: AGO - CAP
Cc: [REDACTED]
Subject: Update to complaint file number 2020-08542

Categories: Consumer Update

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

An update has been submitted by the Business for consumer complaint, file number 2020-08542, filed by Kyle Shekinah-Roark regarding a transaction with Woolen Mill. The business contact is: According to the update, this matter is Resolved. The update states:

Was not interested in filing an actual complaint, was seeking advice for filing as a possible next step due to the fee's legal gray area described by CVOEO and VTLegalAid.

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

Baldwin, Crystal

From: Office of the Vermont Attorney General <ago.cap@vermont.gov>
Sent: Tuesday, March 22, 2022 2:31 PM
To: AGO - CAP; [REDACTED]
Subject: CAP Complaint Form Submission

Categories: Regular - REG

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

First Name	Sara
Last Name	Llorens
Email	[REDACTED]
Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Address	[REDACTED]
City	Palm Beach Gardens
State	FL
Zip Code	33418
Your Age	[REDACTED]
I am a... (Select all that apply)	[REDACTED]
Is your complaint about:	Landlord
Business Address	68 Randall St
Business Name or Person's First Name	Brian
Business City	South Burlington
Person's Last Name	Armstrong
Business State	VT
Business E-Mail Address	brian@strongwillvt.com
Business Zip Code	05403

Business Phone (1)	802-251-6500
Phone (1) Type	Mobile
Please Describe Your Complaint	They are charging to apply to properties. Cannot be considered without paying a \$30 fee
Incident Date	March 20, 2022
How would you like this matter to be resolved?	For them to stop illegally charging fees for properties.

Baldwin, Crystal

From: Office of the Vermont Attorney General <ago.cap@vermont.gov>
Sent: Saturday, April 9, 2022 9:52 AM
To: AGO - CAP; [REDACTED]
Subject: REG/REF to Legal Aid and Tenant Rights CAP Complaint Form Submission

Categories: Referral, Regular - REG

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

First Name	Reed
Last Name	Bongartz
Email	[REDACTED]
Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Address	[REDACTED]
City	Manchester Center
State	VT
Zip Code	05255
Is your complaint about:	Landlord
Business Address	11 Kilburn St Suite 212
Business Name or Person's First Name	Real Property Management Sterling
Business City	Burlington
Person's Last Name	John Borch
Business State	VT
Business Zip Code	05401
Business Phone (1)	8028616468
Phone (1) Type	Office

Business Website/URL	https://www.rpmsterling.com/contact-us
Please Describe Your Complaint	<p>The business is charging an "application fee" for rental units, which is specifically against:</p> <p>Title 9 : Commerce And Trade Chapter 137 : Residential Rental Agreements Subchapter 002 : Residential Rental Agreements (Cite as: 9 V.S.A. § 4456a)</p> <p>I also have a pdf printout of where they require an "application fee" in order to move through their web portal</p>
Amount of Loss	45
Incident Date	April 9, 2022
How would you like this matter to be resolved?	I would like them to put a stop to their illegal practices. Renting an apartment is hard enough!

Baldwin, Crystal

From: Reed Bongartz [REDACTED]
Sent: Thursday, April 28, 2022 1:38 PM
To: AGO - CAP
Subject: Re: Bongartz, Reed (Real Property Management) CAP 2022-02969

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

Good afternoon [REDACTED],

I checked his website and it indeed looks like he has removed the fee that was formerly required in order to submit an application. On that front, I am very happy.

I was curious what you thought about the fees that he has collected in the past? Those fees were certainly collected illegally and, by my estimate, would be in range of tens of thousands of dollars.

Thank you for your help thus far,
Reed Bongartz

On Thu, Apr 28, 2022 at 12:01 PM AGO - CAP <AGO.CAP@vermont.gov> wrote:

Re: 2022-02969

Dear Reed Bongartz:

Attached is a copy of recent correspondence we have received from the business named in your complaint. Please review and provide a written update on your complaint at your earliest convenience. Thank you.

Sincerely,

[REDACTED]

Complaint Specialist

Office of the Attorney General

Consumer Assistance Program

109 State Street

Montpelier, VT 05609-1001

Website: ago.vermont.gov/cap

Email: ago.cap@vermont.gov

Phone: (800) 649-2424

Baldwin, Crystal

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Tuesday, April 26, 2022 3:56 PM
To: AGO - CAP
Cc: [REDACTED]
Subject: Update to complaint file number 2022-02969

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

An update has been submitted by the Business for consumer complaint, file number 2022-02969, filed by John Borch regarding a transaction with Real Property Management Sterling. The business contact is: John Borch According to the update, this matter is Resolved. The update states:

This is the email I just sent to Reed, the complainant.

Good afternoon Reed,

After receiving your consumer complaint from the State of Vermont Office of Attorney General, I consulted with our franchise personnel, and we are no longer charging fees for credit and background checks during the application process. Thank you.

John

Any attachments included can be found here: [742] Please note, any changes to contact information are below: