

MINUTES
FAIR RENT COMMISSION
SPECIAL MEETING and HEARING
June 26, 2024

1. Call to order and Pledge of Allegiance – 5:30pm
2. Fire evacuation announcement
3. Roll Call: I. Graves, J. Bruyette, L. Degray, P. Januszewski, K. Hemmeler – all members present
4. Approval of minutes – tabled: K. Hemmeler motion, J. Bruyette seconded, motion carried, all members approved
5. New Business
 - A. Reviewed Bylaws, a few clerical changes. I. Graves motion, P. Januszewski seconded, motion carried, all members approved.
 - B. Establish schedule of Commission Regular Meetings: 4th Wednesday of each month (cancel 11/27/24 and 12/25/24) K. Hemmeler motion, J. Bruyette seconded, motion carried, all members approved

Motion to recess meeting at 6:00pm

Motion to continue meeting at 7:00pm

C. New Complaints:

C1. Complainant Espinal vs. Respondent Martinez – 7 McConn Ave

Espinal – June 2023 complainant moved in, another landlord owned the property. Rent was \$1,600 per month with water/ sewer included. Tenant paid electric, gas and oil. New landlord purchased end of December 2023 and kept everything the same. April 20 landlord notified that rent was going up to \$1,900 and water would soon be not included. Two leases were provided with conflicting information in regards to snow removal and lawn care. Rent increase is over the HUD recommended max of 12%. The tenant complained of rust on pipes in cellar.

Martinez – Respondent said he was unable to address the pipe issue since the tenant put a lock on the cellar. He justified the rent increase because a realtor told him the rental was worth more than \$1,600 per month. He clarified the conflict in the leases provided. Landlord would do the lawn care and tenant would do snow removal. Landlord is in the process of splitting the multifamily property's water meter to two. His reason for the rent increase was he didn't know how much the rental income was, insurance was more than he anticipated and the mortgage on the building is expensive.

Espinal – Tenant has removed the lock on the basement.

Martinez – Landlord does not have key to apartment and would need the tenant to provide. Landlord will provide a corrected lease. Landlord will clean up pipes in cellar.

Espinel – Commission asked if tenant has renter's insurance, they do.

Martinez – Landlord says the tenant left old furniture on the curb and it is still there.

Motion made to close the matter – motion by K. Hemmeler, second by J. Bruyette, motion carries, all in favor

Deliberations: I. Graves: Landlord didn't check with old landlord about rent income when purchasing property. The proposed rent increase is over 12% increase. J. Bruyette: The proposed rent increase with water, sewer and show removal is closer to 25%. P. Januszewski: Landlord didn't do due diligence when purchasing the property. L. Degray: The \$300 plus additional utilities is too high a burden and no time to prepare. K. Hemmeler: agreed and echoed everyone on the commission.

The commission has ruled that the rent increase would be \$192 as of August 1st and that the water and sewer would be the tenant's responsibility when the water meters are separated. The landlord will be required to submit a corrected lease for the tenant to sign. The landlord would fix/clean the pipes in the cellar. The tenant will not lock the cellar without providing a key for the landlord, work with the landlord in regards to the apartment lock, provide for the landlord all names of adults living in the apartment as required by state law and comply by town rules on trash. Any old furniture or anything not allowed in trash receptacles should be arranged and paid for by the tenant.

Decision – K. Hemmeler – motion and J. Bruyette second. Motion carries, all in favor.

C2. Complainant Bouffard vs. Respondent Foss – open and continue: K. Hemmeler motion, J. Bruyette seconded, motion carried, all members approved.

6. Next Meeting – July 24, 2024 – 5:30pm – 7:00pm
7. Adjournment 8:30pm

Respectfully Submitted, Kelly Hemmeler, Secretary