

Fair Rent Commission

Town of Hamden, Connecticut

Thursday, July 20, 2023, at 6:00 pm

This meeting was hybrid and via zoom.

Members Present: Conte Robinson (Chair), Peter Cunningham (Vice Chair), Sharon Bradford, Jennifer Coggins and Antwan Ned.

Others Present: Timothy Lee (Asst. Town Attorney), and Salvatore McClain (Fair Rent Commission Asst.), Robert Chessen (Attorney/Broadmoor), Melissa Bernstein (Hamden Tenants Union “Broadmoor”), Aklilu Beyene (Tenant), Abdul Kizawi (Tenant).

1. Call to Order: Mr. Robinson called the meeting to order at 6:20 p.m.

2. Attendance: Mr. Robinson called attendance.

3. Public: No

4. Executive Session: No

5. Correspondence: Request for a continuance by Hassan Nadeem due to mediation between him and the owner.

6. Vote to approve the minutes from the regular meeting held on June 22, 2023. All Commissioners approved.

7. Cases to be heard:

a. Case #23-004 Aklilu Beyene: Mr. Beyene stated he had a written statement. My name is Aklilu Beyene and I live at 640 Mix Avenue. On October 13, 2022, around 9am, my car was not where I left it. I called 911 to report my car stolen but found out my car was towed. I contacted the management office to say that my car was legally parked. I showed her who I contacted, and she said I couldn't park there per their construction notice. I explained it wasn't clearly communicated where to park or where not to park in reading the notice. I did not park in someone's parking space. On November 4, 2023, I went to the management office to provide a copy of the receipt of towing fees, and you must return my money.

She screamed at me and told me to get out of the office and called the police. A lot of people went to the office to complain but were not discriminated against. I deducted the fees from my rent and was charged late fees for 6 months. I worked to build my credit score. Now I am not sure of the damage they have done to my score. On January 1, 2023, I received a call from attorney Jeff Mastrianni, that he admitted that his client did wrong. They are trying to pay me off and withdraw my case from this commission.

I will not allow them to use their power and resources to shut me up. It's not about the money, I can afford it. It's about the sleepless nights that I didn't have secure housing really protected by the law. It's not about me anymore, it's about my neighbors. They cannot afford to live there anymore because those real estate companies increase their rent by 28% a month. On January 20, 2023, I testified in front of the 100 legislative council. I want my experience living at Broadmoor to conclude that this issue was complete. This has put me under great stress and changed my quality of life.

Mr., Beyene was asked how much his charges were and stated \$150 in late fees and \$172 in towing. Commissioner Cunningham asked how many months he was charged late fees and answered 6 months by Mr. Beyene. Commissioner Cunningham stated that would be \$900 plus the \$172. Mr. Beyene was asked what kind of construction notice he was given. Mr. Beyene stated it was left on his windshield and quoted it stated be creative where to park. Commissioner Cunningham asked did he still lived at Broadmoor, and did he sign a new lease, because the lease (exhibit) expired in March. Mr. Beyene stated he did not sign a new lease.

With no further questions Commissioner Robinson asked if the landlords council had any questions. Attorney Chesson asked does the submitted document (exhibit) actually reflect any late fees that were charged and that were paid because his copy seemed incomplete. Mr. Beyene pointed out the fees because he had a complete copy of the exhibit.

(Everyone did not have all pages of the submitted document (exhibit). Mr. McClain left the meeting to scan and forward the complete submitted document (exhibit). During this process Attorney Lee requested from the chair to swear the 2-remaining witness under oath because he would have to leave and log on to another meeting at 7pm. Commissioner Robinson granted his request. The exhibit was scanned, passed out and/or emailed to all attendees.) Attorney Lee left the hearing.

Attorney Chesson questioned Mr. Beyene was his complaint about his rent going down because he was paying \$1,365 and it was reduced to \$1,255.

Mr. Beyene asked, “went down”, Attorney Chesson stated yes, that’s what he is asking. Mr. Beyene stated that was from when they first showed him the apartment on the 6th floor like the model and he put the money to hold the apartment, then signed the lease and paid whatever amount they say it was at the beginning. Mr. Beyene also stated that the apartment given not shown did not have a washing machine and dryer and that he paid for this amenity and argued he did not want this apartment. He stated that they delayed the transition to the new apartment like the one he was shown. He stated that other tenants said the apartments are not like the model.

Attorney Chesson asked so the landlords are not proposing a rent increase, right? Mr. Beyene stated they did, and he did not sign the new lease, so they did not allow him to have a copy of it and then said they will not renew his lease. Attorney Chesson stated that the letter in evidence says the rent was going up to \$1,316, a \$50 dollar increase. Attorney Chesson had no further questions.

Commissioner Robinson asked did the commission had any further questions for the witness and attorney Chesson asked could ask one more, when was the parking notice? Ms. Bernstein said she could answer that and stated it took effect on Friday October 5, 2022, and was placed on everyone windshield on October 4, 2022, and if you did not use your car on the 4th. you may not have seen the notification because it was under the windshield wipers, and she had a copy of the notice. She stated that the wording was unclear other than saying not to park in another resident’s space and you must pass it down, but there is a line at the bottom of the notice that says be creative and the descriptions of what spots are prohibited is very unclear. Ms. Bernstein stated the actual construction started late August but did not close the parking spaces until October and the construction took over 3 months to completed and stated that there were issues with the heat and hot water for several weeks following. The commission asked did affect all the apartments and answered no just the buildings closest to the construction, so their parking spots were not available. Ms. Bernstein stated the construction impacted buildings with a list of maintenance issues.

The Commission asked what other things did not work and Ms. Bernstein answered the heat, hot water and they were the main things but not always both at the same time. Sometimes it was one and not the other.

Commissioner Robinson asked Ms. Bernstein did she had anything else to say. Ms. Bernstein said yes that she wanted to highlight the section of the Fair Rent Ordinance regarding retaliation and felt Mr. Beyene was being retaliated against after his complaint was made and have continued to be charged late fees and should have stopped when his complaint was made and the fact that it wasn’t is problematic, and that he was threatened with the police when going to the office to ask for assistance and as a resident for Broadmoor finds it disturbing and

whether or not there was a racial component involved she could not say but no one else had the cops called on them regarding the towing of vehicles.

The Commission asked what Ms. Bernstein meant by retaliation against Mr. Beyene and stated by not renewing his lease and read the section of the Fair Rent Ordinance regarding retaliation. Commissioner Robinson asked based on your knowledge when was the refusal to renew the lease occur and Ms. Bernstein stated that it was to her understanding that it was shortly after Mr. Beyene complaint was made to the Fair Rent Commission. Mr. Beyene received a notice to quit in November and was given to him by the police and was told not to come to the office and to call if he needed anything. He stated they did not answer the phone.

Attorney Chesson asked Ms. Bernstein was she in the meeting with Mr. Beyene and management the day when the police were called, and she stated she was not but heard about it from Mr. Beyene and 2 other representatives from the Tenants Union. Attorney Chesson asked if she had spoken to management or asked why the police were called and she responded she did not. Attorney Chesson stated he had no further questions.

Commissioner Robinson asked Ms. Bernstein was anyone else towed due to construction and she stated many people and herself twice. Commissioner Robinson asked what did be creative to her per the notice and she stated she did not see it until she recovered her vehicle because she did not drive it daily and did not know her vehicle was even towed until a bit later. Ms. Bernstein stated that their parking spots were not available, so people invented spots at the end of rows if it didn't block traffic, that was usually fine but not always and parking at the leasing office happened frequently. The commission stated the bottom line there wasn't a plan for reassigning spots to those tenants that paid for a spot. The commission stated that there was not a massive number of displaced tenant's vehicles, but it was a significant number that there should have been a plan in place.

Commissioner Robinson asked Ms. Bernstein what was the tenants office answer to why her car was towed and she stated they answered it says it on the flyer or that you can't park here, so we towed it. The Commission determined the information on the parking notice due to construction was not clear. Ms. Bernstein stated that if the staff was not working parking was safe but if they were in the office they went around checking and to make sure tenants were not parked in areas according to their vague rules. The commission did not have any further questions.

Commissioner Robinson asked attorney Chesson did he receive the sent parking notice and responded that he did not as of yet but happy to argue their position without it. Commissioner Robinson said he was going to email one more time. Commissioner Robinson asked Mr. Bernstein would he like to give a summary as to why the commission should rule in his favor. Mr. Beyene stated leasing office breach his contract, he was discriminated against, his car was towed due to unclear instructions, was removed from the leasing office by the police, and that he pays his rent on time every month and they had put him under stress, possibly damaged his credit score, thank you.

Attorney Chesson stated that the complaint with the Fair Rent Commission was filed in January 2023 about an increase that began in March 2022 and was already being paid per the duration in accordance with the lease he signed in February 2022. He stated that he doesn't believe the Commission gets to go back 11 months for a rental increase that was agreed to by the tenant. And the testimony seems to center around parking issues, and that he did get the emailed copy and it specifically states which side of the buildings to park and where not to park. He stated that parking does not fall under the Commission's jurisdiction. He also stated that Ms. Bernstein suggestion that the non-renewal predated Mr. Beyene's complaint shows it can't be retaliatory and as a matter of fact and law, you can't retaliate against somebody before they do something and that a tenant's obligation to pay does not stop when a complaint is made, and their failure is subject to late fees. Mr. Bernstein did not pay is full amount and was subject to late fees pursuant to his lease and asked that Mr. Bernstein complaint be dismissed for lack of jurisdiction to address his underlying concern for having to pay a tow company for parking improperly, according to his notice.

Commissioner Robinson asked that council was not disputing the late fees for Mr. Beyene as a result of him being in arrears for not paying the \$172 he deducted for his rent regarding the towing fees. Attorney Chesson stated he was not disputing the late fees and if his account did not have a 0 which it didn't because of the \$172 he was charged a late fee monthly per his lease. Mr. Beyene stated that there is a gap between when the rent is due, and utilities and the utility bill arrives to a tenant's mailbox separately which can carry over a balance after the 10th which then will result in a late fee. No further questions and Commissioner Robinson called the next witness.

b. Case #22-029 Abdul Kizawi: Ms. Bernstein asked if the commission had an interpreter for Mr. Kizawi. Commissioner Robinson asked what type he needed, and Ms. Bernstein stated that an Arabic interpreter was requested. Commissioner Robinson asked Mr. McClain was an Arabic interpreter available and Mr. McClain stated no, and Mr. Kizawi agreed to still speak with Mr. McClain's assistance because he was familiar with the case. Commissioner Robinson asked Mr. Kizawi did he want to proceed in English without an interpreter. And Mr. Kizawi responded yes.

Attorney Chesson asked may he say something before they got started and stated that Mr. Kizawi had been working with a representative from the Kasia Phillips from the Tenant's Union and management to resolve Mr. Kizawi's complaint and asked for a continuance on his case to get it resolved amongst the parties. Commissioner Robinson asked Mr. Kizawi was he ok with continuing his case and Mr. Kizawi said yes but he still wanted to speak.

Mr. Kizawi stated that he lived at Broadmoor for 5 years and pays on time and every year he gets a new lease, and his rent has been increased the past 2 years. And this time it's \$240 more. He asked why so much and was told everybody did. He stated to the commission to please help him, he's an old man and can't work more hours and he's 78 years old. He stated he looked for help and was finally given the number to the Fair Rent Commission. He stated to the Commission the poor conditions of his apartment, the lack of parking, how his heating bill was high due to no heat from time to time.

Commissioner Robinson asked what was Mr. Kizawi's monthly income and he stated \$1,800 to \$2,000 a month. Commissioner Robinson asked what his wife's income was and he stated she works about 20-22 hours a week and it varies, and she makes about \$200-\$250 a week. He stated that she had gone back prior to their country for 4 months and he had to pay for everything alone. Commissioner Robinson asked was the bathroom still leaking from a prior comment, and he stated it's fixed now but still drips from time to time.

Commissioner Robinson asked did the other Commission members have any questions and the Commission asked was there remaining damage in the apartment due to the leaking. Mr. Kizawi stated they fixed it and painted over it. Attorney Chesson stated he did not have any questions but would ask the Commission to consider the continuance request that was agreed by both parties. He stated that the Commission needed to know that there's a pending summary process case going on with the tenant as well and the parties tried to resolve all issues. He asked the Commission not to exercise any jurisdiction in this issue and give the parties the opportunity to resolve and that request was made by Kasia Phillips.

The Commission granted a postponement of the case, to include an interpreter and give the parties a chance to resolve. Mr. Kizawi agreed. The Commission motioned to continue this case on August 24, 2023.

c. Case #23-009 Hassan Nadeem: Continuance both parties request granted until August 24, 2023.

d. Case #23-011 Chyna Grant: Continued until August 24, 2023. A letter will be sent requesting her appearance and a response or case will be dismissed.

8. Review Submissions and take Action:

Case #23-004 Aklilu Beyene: Aklilu Beyene will be reimbursed for the towing fee and late charges from Broadmoor Apts. in the form of prorated rent for the next 12 months. Rent will be reduced to \$1,234 for 12 months plus normal additional fees (trash/utilities).

9. Old Business: No

10. New Business: No

11. Schedule of additional hearings: None

10. Adjournment: The meeting ended at 8:30pm
