

Fair Rent Commission

Town of Hamden, Connecticut

Thursday, August 3, 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.

Others Present: Salvatore McClain (Fair Rent Commission Asst.), Kevin McEleney (Attorney/Seramonte), Paul Boudreau (Tenants Union “Seramonte”), Kiana Gurley (Tenant), Khadija Nicholson (Tenant).

1. Call to Order: Mr. Robinson called the meeting to order at 6:12 p.m.

2. Attendance: Mr. Robinson called attendance.

3. Public: No

4. Executive Session: No

5. Correspondence: Attorney Timothy Lee representing the Fair Rent Commission will not be present.

6. Vote to approve the minutes from the regular meeting held on July 2, 2023. All commissioners approved.

7. Cases to be heard:

a. Case #22-030 Denise Sherrod: Not present. Multiple attempts were made via mail and phone calls. Commission dismissed case.

b. Case #22-039 Kadija Nicholson: Commissioner Robinson swore in tenant and representative from the tenant’s union. Attorney McEleney objected to Paul B. giving an opening statement and is not an attorney but an advocate. Commissioner Robinson stated the commission noted his objection and continued. Representative Paul B. gave a quick chronology of events leading to the filed complaint. The tenant was not allowed to move in as scheduled due to the missing carpet and had to extend her rental truck. The tenant submitted a maintenance order regarding mold on the ceiling. Maintenance came days before Christmas to tear her place apart and the tenant stated they could not due to the holiday, her kids and guests coming.

The maintenance order was for mold in the children’s bedroom ceiling. Per management the cause was due to a bad gutter that was leaking into the roof and coming through the ceiling. The tenant did not feel comfortable signing a renewal agreement due to the conditions of the unit and the rental increase. The increase was from \$1,400 to \$1,700 and still had mold all over the kid’s bedroom. Paul B. stated one of the children had bad asthma and used a nebulizer all the time and had not been sleeping in the bedroom due to the mold.

Paul B. stated there were several other unit issues from a loose toilet, broken blinds, kitchen cabinets falling apart, peeling paint, and a missing smoke detector that had been missing for 4 years. The tenant attempted to schedule repairs, maintenance came, looked at the ceiling, left and did not come back for an extended period like they were supposed to. The tenant also had taken the day off for repairs that were not addressed. The tenant had taken off other days for repairs, submitted additional maintenance orders because the repair men did not return to finish the job. The ceiling was cut open, leaving dust and debris all over and the children had been

sleeping on the couch. The workers had to cut more of the ceiling, saying it was worse than they thought. Time had passed and the tenant continued attempts to have the ceiling fixed. The workers eventually returned, installed sheet rock, but left the ceiling unfinished, unpainted, and the room covered in dust, mold, and debris. During this long process there was not complete access to the room the tenant was paying for. The tenant contacted the property manager Shannon McMahan because the room was uninhabitable, scheduled repairs to be completed again, took time off from work again and the ceiling is still unfinished.

The tenant's car was towed June 2022 because the office refused to give her a parking permit because she was late on her rent and the tenant is currently waiting on United CT funds. The office knows this. This happened before the new strict parking rules were set in place. The vehicle was also damaged when towed by the towing company My Hoop. The towing company is 20 miles from the residence and the tenant had to pay for the miles and was charged for 30 miles. They charged the tenant \$380 when should have been \$360 and refused to return the overcharged fees. Paul B. closed his opening statement.

Attorney McEleney was allowed to make his opening statement and stated that he really had to hear actual testimony and stated that all these issues and statements were before his clients had purchased the property.

The tenant spoke and stated that she understood they were new owners but that did not dissolve their responsibility for the conditions of the property they purchased. She wanted to show the conditions before and currently to showcase what life had been living there and they did agree to fix the unit and failed to do so as did the prior owners. The tenant had lived there for almost 5 years with her 2 children, and they attend Hamden public schools. She stated moving would not be easy, unsettling for her children to change schools.

The tenant stated she was an educator for Hamden public schools. The tenant stated the initial rental agreement was for \$1,350 but when she came to view, they increased by \$50 because it included a stackable washer/dryer raising the rental price to \$1,400. The tenant was issued a new lease recently that increased the rent by \$300. The tenant stated her monthly income, and she was a contractual employee and only got paid 10 months out of the year. The tenant stated she had missed rental payments this summer and again was working with United CT for assistance and owes around \$3,000 in rental fees. The tenant stated she had been making partial payments during this time. The tenant also stated she currently does not have a signed lease.

Paul B. asked did the tenant reached out to the property manager to compensate for the series of issues and the inability to use one of the bedrooms and the tenant stated she emailed Shannon, and the response was that there was no compensation being offered. The tenant stated that she reviewed her lease and noticed she had been charged higher and incorrect late fees per the lease. She was being charged \$100 when the fees were \$70 or \$75. The tenant claimed it was not adjusted. The tenant stated that one of her children had a respiratory illness and the conditions of the unit were unsafe. The tenant stated the outside conditions of the property were unsafe and the worst of the other buildings. The tenant stated monies lost due to taking time off work, products to clean the mold and carpet issues. The tenant stated she did minor repairs herself and that she sticks to herself.

Commission Robinson allowed cross examination.

Attorney McEleney asked the tenant the timeframe when she moved in, and that the majority of the issues were before the new owners took ownership of the property. The tenant confirmed and stated still the current issues and the mold concerns that had been also had been reported to QVHD. She stated also the issues with the bathroom and everything that had not been addressed under the new owners. The tenant stated the property managers did a walk through, issued a new lease and was going to be charged for repairs of things prior that attempts being made to fix. The tenant also stated she did not receive results of QVHD clearing the unit from any mold issues. The tenant stated she also did not receive child support.

The tenant submitted photos (exhibits) and was dispersed by Salvatore McClain via email. Commissioner Robinson asked how long the bedroom was not in use and the tenant stated about 5 months. Commissioner Robinson asked was she given an explanation why she wasn't given a towing pass. The tenant stated a lady

named Giselle stated they were not given passes to tenants behind on rent. The tenant stated that under the new owners parking was no longer assigned and created a worse parking situation.

The property manager Shannon McMunn was allowed to speak and stated that they took steps to repair the unit and had trouble coordinating times with the tenant but admitted the current repairs did need to be sanded and painted but claimed that aesthetic not water damage as claimed. Shannon claimed to have an email from QVHD confirming the safety of the unit. Attorney McEleney shared the results on the screen. Shannon McMunn claims that attempts to repairs were made but the tenant did not answer the door and then stated they never came.

The tenant noted that the property manager Shannon McMunn was not sworn in and the commission apologized and did so. Commissioner Robinson stated that her testimony had to be stricken. Attorney McEleney and Ms. McMunn stated that it did not need to be stricken and reaffirmed that her prior statements were true and stood by them. Commission Robinson asked Ms. McMunn were the prior repairs and conditions of the property were the responsibility of the current owners and she claimed it was. Paul B. asked were the contractors hired for repairs professionals and Ms. McMunn claimed yes but they learn skills also on the job. All parties revisited the parking rules.

Summations were given and went over all prior statements from both parties. Ms. Nicholson was removed for the next case to be heard.

c. Case #23-001 Rachael Rochester: Not present. Multiple attempts were made via mail and phone calls. Commission will give one more chance before dismissing the case. A letter will be sent.

d. Case #23-003 Kiana Gurley: The tenant requested a continuance due to losing her representative. The tenant stated her current complaint now was regarding her security deposit not given because she has now since moved. Attorney McEleney did not oppose a continuance.

e. Case #23-007 Curtis Clarke: Not present. Salvatore McClain stated that the tenant was a truck driver and on the road a lot and attending was difficult per the tenant. The commission motioned one more attempt to be made, a letter to be sent before dismissing the case.

8. Review Submissions and take Action:

Case #22-039 Kadija Nicholson: Rent will be prorated in the amount of \$840 for 5 months and rent will be paid in escrow. Repairs need to be made to unit and the case will remain open until repairs are completed. The rent will remain at \$1,400 after the 5 months.

9. Old Business: No.

8. New Business: No

9. Schedule of additional hearings: Case #23-016 Joseph Batts and case #23-023 James D'Andrea will be included to the cases scheduled for August 24, 2023.

10. Adjournment: The meeting ended at 9:00pm
