TOWN OF BLOOMFIELD

FAIR RENT COMMISSION

There was a special meeting for the above referenced commission held on Tuesday, August 29, 2023 at 6:00 p.m. in a hybrid meeting style. The in-person meeting location was Bloomfield Town Hall – Council Chambers, 800 Bloomfield Avenue, Bloomfield, CT, and the virtual location was via Zoom.

Commissioners present were: In-Person: Joy Chance, Chair, and via Zoom: Alan Budkofsky; Robert Ike; Mark Saunders; and Barbara Thornton (via phone)

Also present were: In-Person: Donna Curry; Kamera Harrison; Imogene Lewis; Steven Lewis; and Lynn Weisel, Recording Secretary, and via Zoom: Chief Building Official Dwight Carlson; Director of West Hartford-Bloomfield Health District Aimee Krauss; Town Attorney Marc Needelman; and Up Realty Staff—Daysha James (in at 7:06 p.m.) and Julio Oquendo (in at 6:13 p.m).

The meeting was called to order at 6:01 p.m.

Approval of Minutes

It was moved by Commissioner Thornton, seconded by Commissioner Saunders, and voted unanimously to approve the special meeting minutes from 8/2/23.

Hearings on Fair Rent Commission Complaints

I. & S. Lewis v. Wedgewood Apartments

Mr. & Mrs. Lewis were sworn in, and detailed their complaint. Mrs. Lewis stated that they feel the $150/month rental increase, that brings their total monthly rent to $1950/month for their 2 bedroom/1.5 bath unit, is excessive. She stated that the unit was not complete or ready when they moved in, and despite paying rent and a security deposit starting 7/1/22, they were not permitted to move in until 7/29/22. She stated that they tried to move in three times before the unit was available, and because of the delay, lost some of the items they had in storage. She stated that she asked for a walkthrough of the unit prior to moving in and was told by Ms. James that one would be provided, but that they did not hear back despite calling repeatedly. She stated that they ended up moving into the unit without a walkthrough prior to moving in, and requested one after they moved in as well, but never heard back when they tried to contact Ms. James.

Mrs. Lewis detailed her complaints regarding unit conditions including: an unusable shower that she stated was deemed “condemned” by a Town official who warned her not to use it; a broken HVAC system that does not provide cooling; a substance she detailed as “feces” coming out of the HVAC system when the HVAC contractors attempted to test the system, which got onto and damaged various surfaces throughout the unit; breathing difficulties from a strong sewage smell that comes intermittently, including sometimes when using the washing machine; and tall weeds and uncut grass.

Dwight Carlson, Chief Building Official for the Town of Bloomfield, was sworn in. He stated that the Wedgewood property had several open permits when he inspected the unit on 7/20/22. The unit failed inspection due to an issue with the door and some openings in the mechanical room ceiling. He stated follow-up inspections were not scheduled by the contractors or building management and the permit was not closed out. Mr. Carlson noted that calling a shower condemned is strong language, and stated that the shower failed inspection in May or April 2023 because it was not large enough to meet the Building Code minimum size requirements.
Aimee Krauss, Director of West Hartford-Bloomfield Health District, was sworn in. She stated that the Health District completed an inspection on 8/17/23, issuing a notice of violation for the HVAC unit; ceiling around the storm door being in disrepair; and a chipped porcelain in the bathtub. The inspectors did want to check the shower, as the tenant was concerned it was condemned, but the tenant asked them not to turn on the shower, so they were not able to verify its state of use. Ms. Krauss noted that at the time of inspection on 8/17/23 there was not the smell of sewage. She stated that a building inspector was also at the 8/17/23 inspection, and upon finding a contractor working on the HVAC unit without a permit, issued a stop work order. Ms. Krauss stated that she had been in contact with Wedgewood management today and reported that they are working with the Building Department to get the needed items corrected.

Julio Oquendo of Up Realty, property management company for Wedgewood Apartments, was sworn in. He stated that Daysha James and the Wedgewood attorney were having difficulty logging-in to the meeting. Ms. Weisel noted that she was unaware of the attorney wanting to be present, and upon request sent him a log-in link. Mr. Oquendo noted that he was new to the property. He noted that the permits for the HVAC had been pulled and the job was completed.

There was a disagreement on whether the tenant had been kept in the loop with the status of the repair, with Mrs. Lewis stating she was unaware that the HVAC was finished, and Mr. Oquendo stating that maintenance staff had made several attempts to contact her.

Mrs. Lewis, Mr. Carlson, and Mr. Oquendo agreed to schedule a follow-up inspection for the HVAC unit for 8/30/23 between the hours of 2PM and 4PM. Mr. Carlson noted that the contractor who performed the work also needed to be present for the inspection, and Mr. Oquendo agreed to make arrangements for this to occur. Mr. Carlson also agreed to look at the shower in question as part of the inspection, and check for any sewage smell as well. He noted that some of the confusion with the shower and the permit was due to one permit for several units.

Commissioner Saunders motioned to table the case until the next scheduled meeting when all the needed information to make a decision is available. Commissioner Ike seconded, and all Commissioners voted in favor of the motion.

Commissioner Saunders noted that he would like to see the pictures of the unit taken by Mrs. Lewis, and it was confirmed that they had just been emailed to Ms. Weisel.

Commissioner Thornton suggested adding an amendment to the previous motion with a timeline for completion of necessary work and inspection. The previous motion had already been voted upon, so rather than amend the motion, all Commissioners agreed to follow-up on the case at the next scheduled Fair Rent Commission meeting on 9/7/23.

**K. Harrison, D. Curry, & K. Armstrong v. Wedgewood Apartments**

Ms. Harrison & Ms. Curry were sworn in. Ms. Harrison stated that they currently pay $1350/month, and the proposed rental increase brings the cost to $1425/month, and stated that she does not think the apartment is worth this much. It was noted that they are current on their rental payments, and paid through August 2023. In addition to the rental increase her concerns include outdoor lawn maintenance; relocation while the hot water heater is removed from her apartment; a broken shower nozzle; and concerns that fixes on previous items, such as bathtub reglazing, would not last. She detailed difficulties in getting items fixed in the unit, and Ms. Curry noted that she has not wanting to sleep in her bedroom.
due to concerns around the safety of having the hot water heater in the unit. Ms. Harrison also noted that there is a Bloomfield Building Department notice on the door of the pool stating that it cannot be used, but that she has seen and has a picture of Wedgewood maintenance staff swimming in the pool with his children. In addition, Ms. Harrison expressed frustration in not receiving information about what was happening with the hot water heater, and feeling like the Town was communicating with the property manager but not with them.

Mr. Oquendo noted that the maintenance staff is not equipped for landscaping, and they have recently hired a contractor to handle some of the smaller jobs, such as trimming hedges.

Ms. Krauss noted that the Health District completed an inspection of Ms. Harrison & Ms. Curry’s unit on 7/26/23, and cited the landlord for a missing screen door hinge, low smoke alarm batteries, and a missing kitchen cabinet hinge. During the inspection the Health District noticed that the hot water heater was not Building Code compliant, and referred the issue to the Building Department. Ms. Krauss noted that her office has been requesting a date and time for reinspection, but has not had a response, and requested cooperation and access for reinspection. She noted that, by law, code enforcement inspections can only happen when a tenant is present.

Mr. Carlson stated that the Wedgewood pool had been decommissioned, was unaware that it had been filled with water, and would follow-up on this tomorrow. Mr. Oquendo stated that they are waiting for a state inspection, and that a permit was pulled, but that he did not have the permit number available.

Mr. Carlson then detailed the timeline with the hot water heater in the unit. A permit request to replace the hot water heater had been rejected because the current location in the unit violates Building Code. The hot water heater then failed, and the landlord was able to replace it in the same location under emergency requirements. Because the hot water heater location still violates Building Code, it does need to be moved, and Mr. Carlson noted that the landlord has until 9/30/23 to move it out of the unit.

There was a discussion around needing to relocate Ms. Harrison & Ms. Curry during this process. Both Ms. James and Mr. Oquendo noted that they would like to give the tenants adequate notice for the relocation. Mr. Oquendo stated that he should have the permits by the end of next week, and will reach out to Ms. Harrison and Ms. Curry by the end of next week as well.

There was a disagreement between Ms. Harrison and Ms. James, with Ms. Harrison stating that she has been experiencing difficulties in the unit for two years, and Ms. James stating that they have gone above and beyond to accommodate them.

Commissioner Budkofsky motioned that all rent be suspended until work at the unit is completed, and Commissioner Ike seconded. Attorney Needelman suggested adding further clarification to allow the Commission to determine when the work has been completed. Commissioner Thornton restated the motion adding that all rent be suspended until all permits are issued, and all parties come back before the Commission. Commissioner Budkofsky was in agreement with this, Commissioner Ike seconded, and the Commissioners voted unanimously in favor of the motion.

Commissioner Budkofsky noted that if the Commission feels that the tenants have not acted in good faith in providing access to their unit that this could be taken into account at a future hearing, with the potential for the Commission to order the tenants pay the rent that is currently being suspended. He recommended that they save the rent money just in case.
Commissioner Chance noted that all parties should be in touch with Ms. Harrison and Ms. Curry regarding the status of the project, and Ms. James noted that they would provide at least 48 hours notice before relocation.

**Commissioner Questions, Comments, & Feedback**

Commissioner Chance noted that the Commission last did a review of rental unit costs in Bloomfield in December 2022/January 2023—including some comparable units in Windsor as well—and is planning to complete this review on an annual basis to get a sense of the rental landscape.

**Adjournment**

It was moved by Commissioner Thornton, Commissioner Budkofsky, and Commissioner Ike, and voted unanimously to adjourn the meeting at 7:39 p.m.