

LANDLORD-TENANT RELATIONS BOARD
Wednesday, February 7, 2024 – 7:00 P.M.
DRAFT MINUTES OF THE REGULAR
MEETING

1. CALL TO ORDER

The meeting was called to order by Chairman Elijah St. Dennis at 7:06PM.

A. **BOARD MEMBERS PRESENT:** Elijah St. Dennis, Geri Baldwin; Bonnie Naugle, Katherine O’Connell, Elliott Waters

B. **BOARD MEMBERS ABSENT:** Jamie Axelrod, Olivia Jenkins, Victoria Kelley, Amber Pendergrass

C. **STAFF PRESENT:** Anelva Corcos-Beltran, Melodie Seau

2. APPROVAL OF THE AGENDA: Bonnie Naugle moved to approve the agenda. Vice Chair Katherine O’Connell seconded the motion which carried unanimously.

3. PUBLIC COMMENT: No members of the public were present.

4. APPROVAL OF THE MINUTES OF JANUARY 7, 2024: Mr. Elliott Waters moved to approve the minutes as submitted. Ms. Bonnie Naugle seconded and the minutes were approved unanimously.

5. MEMBER REPORTS: Mr. Waters said his written report was self-explanatory (attached). Mr. Waters said that there were a couple of business items he would bring up under New Business for information and possible discussion.

6. STAFF REPORT: Ms. Melodie Seau distributed two letters that she had brought up on the screen during the January 7, 2024, virtual meeting. Some members were not able to view the letters which were written by the Landlord Tenant Relations Board in 2009 to the State Corporation Commission (SCC) requesting assistance with enforcement of Ratio Utility Billing Systems (RUBS). The response from the SCC was also distributed.

Ms. Seau also distributed a copy of a grievance submitted by Hunting Point tenants, as well as the City’s response to the grievance.

Ms. Seau distributed a list of bills in the General Assembly and the status of each bill. Ms. Seau said she was pleased to report that the bill which would allow localities to enforce the Virginia Residential Landlord Tenant Act (VRLTA).

7. OLD BUSINESS: No Old Business.

8. NEW BUSINESS: Chairman St. Dennis said that tenants at Carlyle Place had asked the Board to facilitate a meeting with the management of the property. Chairman St. Dennis said that the Board had also heard from Southern Towers tenants, and asked staff if there had been a

resolution. Ms. Seau said that there had not and that residents of Southern Towers were still complaining about utility bills.

Mr. Waters said that prior to inviting property owners or their tenants to speak to the Board it is important for the Board to be fully aware of its authority and to understand what it can or cannot do in response to the tenants request for assistance in resolving landlord tenant issues governed by provisions outlined in the City Code. After a lengthy discussion, Mr. Waters indicated that it would be helpful to document what actions staff has taken, and he recommended requesting written guidance from the City Attorney's Office on what actions the Board can or cannot take with regard to the matters being asked by both tenant entities - Carlyle Place and Southern Towers. Mr. Waters added that he does not want to raise false expectations that actions under the purview of the LTRB can remedy complaints from tenants.

After discussion, the Board asked staff to seek guidance from the City Attorney and to provide a report of staff actions taken to resolve complaints from tenants of Carlyle Place and Southern Towers.

Ms. Naugle moved to request a written report from staff on actions taken to date to resolve complaints by the tenant associations at Carlyle Place and Southern Towers. In addition, staff should seek guidance from the City Attorney on what actions the Board can take to resolve the grievance. The motion was seconded by Ms. Geri Baldwin, and passed unanimously.

Mr. Waters brought up two motions that the LTRB passed that were not followed up on by submitting them to City Council. Ms. Naugle said that she submitted the items through the City's website. Ms. Seau said that she could probably find the transmittal in the City's 311 system.

Staff will find the 311 transmissions to City Council. Chairman St. Dennis will also review his records and put the item on the agenda for March.

9. ADJOURNMENT: The meeting was adjourned at 8:08 PM.

LTRB MEMBER WATERS REPORT

February 2024

1. **CONSIDERATION OF REQUEST FOR ASSISTANCE: broker a meeting between a landlord-tenant should situation not improve**
2. **Methodology Preference:** *constructive dialogue*
3. *Precedent??:*
4. *Case Study??*
5. *Formal and/or formal input, advice from Staff*
 - a. *Housing*
 - b. *Legal*
 - c. *City Clerk*

WHAT WE CAN DO

1. In accordance with our City Charter

Sec. 12-5-5 - **Consideration of grievances**—filed with officer; investigation; conciliation efforts.

Any landlord who has a current unresolved grievance against a tenant of a dwelling or dwelling unit or any tenant who has such a grievance against a landlord of a dwelling or dwelling unit who wishes to resolve the grievance under the provisions of this chapter, must first file the grievance in writing with the officer. Upon the filing of the grievance the officer shall notify the landlord or tenant, as the case may be, and make an investigation to determine whether or not there is probable cause to credit the allegations. If he determines after such an investigation that there is no probable cause to credit the allegations of the grievance the officer shall so notify the landlord and tenant. If the officer, after investigation, determines that there is probable cause to credit the allegations of the grievance, he shall promptly endeavor to eliminate the grievance by conciliation and persuasion. Things said by any landlord or tenant during conciliation efforts shall be kept in confidence. (Code 1963, Sec. 2-146)

Sec. 12-5-6 - Same notification of board; hearing generally.

In the event the officer is unable to obtain conciliation within a reasonable time, he shall, but only with the consent of the aggrieved landlord or tenant, promptly notify the board of the grievance and the board shall within 10 days following the receipt of the notice, schedule a public hearing at which it shall receive evidence to determine if there is a legitimate grievance. Not later than 14 days after the conclusion of a hearing the board shall render and announce and make public a decision which shall include a written statement of its findings. Hearings may be ex parte if after reasonable notice the landlord or tenant complained against does not appear. (Code 1963, Sec. 2-147)

Sec. 12-5-7 - Same—findings and decisions are advisory only.

Findings and decisions of the board shall be advisory only and of no legal force or effect. (Code 1963, Sec. 2-148)

2. In accordance with our ByLaws Purpose Statement

As directed at S 12-5-5 of the Alexandria City Code, The Board shall consider grievances of landlords and tenants, when grievances are referred to the Board by City staff. The Board shall act in an advisory capacity to the City Council on public policies affecting landlords and tenants. As directed at 512-5-10 of the Alexandria City Code, the Board shall formulate and recommend to the City Council legislative proposals, develop and publish guidelines and summaries regarding the rights and responsibilities of landlords and tenants, and make other recommendations to City Council regarding public policy related to landlords and tenants. In addition, the Board shall participate in educational activities relating to landlord-tenant issues.

3. How Tenants Can Get Repairs Made By Landlords (source: Landlord Tenant Guide as of 2016

Most maintenance problems **should be resolved between landlord and tenant through communication without the need to go to court**. For tenants who have a maintenance problem, these are the procedures that should be used:

1. **Send a letter** to the landlord describing the maintenance problem and ask that it be fixed. The letter should be sent certified mail, return receipt requested so that there is proof that the owner received the letter.
2. If the owner does not fix the problem within a reasonable period of time, the tenant should **contact these two agencies**:

- a. Office of Landlord-Tenant Relations,
703-746-4990

- b. Code Administration 703-746-4200

The Landlord/Tenant Office will contact the owner and encourage him to make the repair. This office keeps a running list of maintenance complaints and other complaints by complex.

The Code Administration Department has inspectors who will visit a rental unit and, if a code violation exists, will order the owner to make a repair. The owner will be ordered to make the repair within a certain number of days. If the repair is not made as ordered, the City can take the owner to court.

Court Action

If none of these actions help, or if the tenant chooses not to use them, the law allows the tenant to request assistance **from the court** in requiring the landlord to make necessary repairs. There are several types of suits. Before filing suit, a tenant should talk to a lawyer to be certain that the necessary steps have been taken to seek legal relief. Low-income individuals can contact the Legal Services Office, 703-6845566, and others who wish assistance can contact the Lawyer Referral Service, 703-5481105.

Rent Escrow

1. For a rent escrow suit, a tenant must:

- a. show the court that there is a serious threat to health or safety to the tenants, or that there has been a 'material noncompliance' with the lease, or violations of law;
- b. show the court that prior to the lawsuit, the landlord was notified of the condition by certified letter or by a violation notice from a public agency;
- c. show the court that the landlord has had a reasonable opportunity to fix the problem. The court decides what is 'reasonable' but thirty days before the court hearing is generally presumed to be reasonable; and
- d. show that the tenant has paid the rent into court within five days of the date due under the lease.

Filing the Suit

The rent escrow suit is started by filing a tenant's assertion in the Alexandria General District Court, 520 King Street, on the second floor of the Courthouse. Forms are available from the Court Clerk's Office. A hearing will be scheduled. The tenant should bring proof of the existence and continuation of the problem and should present documents to show that the landlord was properly notified, and the rent paid on time into court. Photographs of serious visible problems, notices from the Code Administration Department, and witnesses to describe the seriousness of the problems are helpful to clearly inform the judge.

Under the law, the landlord will have a good defense if he can establish that the condition does not exist, has been fixed by the time of the hearing, was caused by the tenant rather than the landlord or exists because the tenant will not permit the landlord to enter.

If the court decides to rebate rent to the tenant, the amount is within the court's discretion. The court may also terminate the lease, continue the rent escrow until repairs are made, pay the contractor to make repairs, refer the case to a mediator or a public agency while continuing the rent escrow, as well as other remedies. Tenants can possibly sue for damages, for attorney's fees and abatement of rent.

OTHER ACTIONS TO CONSIDER OR CONSIDERED

When should you use mediation to resolve a conflict?

Mediation may be appropriate when: Parties are having difficulties resolving the dispute because of lack of conflict resolution skills or because of resistance to confronting, or being confronted by, the other party.

● **What is a tenant dispute?**

Definition: These are disputes between landlords and tenants over rent payment, property damage, return of security deposits, repair and maintenance of facilities, etc.

● A **Broker** is a third party who has the expertise and resources to support the parties in dispute and act as an unbiased mediator. Brokers are often called upon to help manage disputes between parties who are bound by contract.

● **What is the role of a facilitator in conflict resolution?**

In this situation, your role is more about facilitation: bringing people together; helping to build trust and understanding; speaking up for those who may be largely unheard; sharing relevant information; and ensuring that all views are respected. Also include agenda setting, guidance, task management, motivating learners, and managing the emotional culture of the group.

● **What is difference between mediator and facilitator?**

In facilitation, the facilitator helps with the meeting process and helps prevent the conflict from growing. In mediation, the mediator helps parties work towards resolving specific disputes.

[Claudia Diaz](#) [Landlord Complaints](#)

<https://www.peopleclerk.com/post/landlord-complaint-letter>

START LETTER

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Renting isn't easy, and it can be especially difficult if your landlord ignores valid complaints you've voiced about your housing situation. However, under most state laws, landlords have certain obligations to their tenants. **If your landlord has ignored your complaints consider sending a formal complaint letter instead.**

In the article below, we discuss how to write a complaint letter to a landlord, what to include in your complaint letter, provide a sample complaint letter, and give you the next steps after sending a landlord complaint letter.

Did you know we have a free tool powered by AI that helps you create a letter to your landlord? [Check out our demand letter tool.](#)

1. Reasons to Write a Formal Complaint Letter

Here are some of the most common reasons people write complaint letters to their landlords:

- **A landlord refuses to return your [security deposit](#).** For example, you move out of your rental unit and leave the unit in perfect condition, but your landlord is withholding your security deposit.
- **Other tenants are being extremely noisy during weekday evenings, and your landlord refuses to do anything about it.** Most leases include a “quiet hours” clause that sets specific times during which tenants are required to keep noise levels to a minimum.
- **A landlord refuses to make necessary repairs.** Most state laws or rental leases also include provisions that discuss what repairs your landlord is obligated to make.
- **Complaints regarding the health or safety of your dwelling.** Address any health or safety problems you are experiencing. This could mean mold, a pest infestation, or a problem with the building's security.

2. Why Sending a Formal Complaint Letter is Important

Sending a complaint letter is an important way to **voice your concerns, get the required attention, and reach a resolution.**

Here are at least four other reasons to send a complaint letter to a landlord:

1. **A formal complaint letter demonstrates your commitment to resolving the issue.** It shows the recipient that you are willing to take action to address the problem.
2. You are **taken more seriously** if you send a complaint letter.
3. **Sending a complaint letter provides a record of your complaint.** This can be helpful if you need to pursue legal action against your landlord in the future.
4. **The most important reason to send a complaint letter is that it may lead to a resolution of your complaint without you having to take further action.**

3. What to Avoid in Your Complaint Letter

There are no set rules for complaint letter writing. **However, here are some general tips for what to avoid when writing your complaint letter:**

- **Do not use disparaging language.** In general, try not to use language that will convey to your landlord that you are angry, hostile, or not open to discussion.
- **Avoid making threats.** This letter could end up in court if you aren't able to resolve your problem. Any threats or made-up facts can be used against you later.
- **Do not fabricate facts.** As mentioned above, if you end up going to court over the complaint, the judge will read your letter at the hearing. Any facts you claim in the complaint letter may be brought up in court and will require further explanation.

4. Steps To Writing a Complaint Letter to a Landlord

Below, we have included some general steps to follow to write an effective complaint letter to your landlord.

1. Explain Your Complaint

Begin your letter by clearly stating the purpose of the letter, such as "I am writing to express my concerns about the noise levels in my apartment building." Keep the facts concise and clear. Your landlord is not going to read or respond to a 3-page complaint letter. **Effective complaint letters get to the heart of the problem quickly.**

2. Explain the Impact

Describe how the issue is affecting you and your ability to live comfortably in the rental unit. Your landlord may be ignoring your concerns because they don't understand the extent of the problem. **This is your chance to voice your concerns and how it is affecting your daily life.**

3. Suggest a Solution

If you have a suggestion in mind for a course of action your landlord can take, include it in your letter. By working collaboratively with your landlord to find a solution to the issue, **you are more likely to resolve the problem and maintain a positive relationship with your landlord.**

4. Attach Any Relevant Documentation

If you have any documentation to support your complaint, such as photographs, past correspondences between you and your landlord, or relevant sections of your lease, attach them to your letter. **This will better illustrate to your landlord the extent of the problem you are currently facing.**

5. Include a Deadline to Respond

You may want to consider giving your landlord **14 days** to respond to you and state that if they do not respond within that time, you will take further action.

Once you have sent your complaint letter, keep it in your records. In the event you do end up filing a small claims lawsuit, you can bring it to the hearing and show it to the judge. This is especially handy if your landlord claims they didn't receive the complaint letter or if the judge asks questions about the complaint letter at the hearing.

5. Sample Complaint Letter to a Landlord

Below is a sample complaint letter addressed to a landlord. Remember, when using this sample, insert the relevant information of your dispute:

[Your Name]

[Your Address]

[Date]

[Landlord's Name]

[Landlord's Address]

RE: [Subject of your complaint]

Dear [Landlord's Name]:

I am writing this letter to bring to your attention some issues that have been affecting my living situation at [rental property address]. I have [describe the problem or issue you faced]. This has caused me significant inconvenience and has resulted in [explain the impact of the issue].

I have tried to resolve this issue through **[explain the steps you have taken so far, if any]**. However, I have yet to resolve the problem.

I am now requesting that you take prompt and effective action to remedy these issues. To resolve this issue, **[describe what action you want your landlord to take]**.

I look forward to resolving this matter amicably. If you would like to discuss this matter further, you may contact me at **[your email or phone number]**. If I do not hear from you by **[14 days from now]**, I will take further action.

Sincerely,

[Your signature]

Did you know we have a free tool powered by AI that helps you create a letter to your landlord? [Check out our demand letter tool.](#)

6. How to Send Your Complaint Letter

If you have moved out of the rental unit, consider sending your complaint letter by **mail or email**. If you still live in the rental unit, you can also mail or email your letter, or you can **hand deliver the letter** if this option is available to you.

For mailed letters to a landlord about a complaint, consider sending your letter with **tracking information** so that you know when it has been delivered.

7. Next Steps After Sending a Complaint Letter

In addition to sending a complaint letter, consider taking the following steps to resolve your grievance:

1. File a complaint against your landlord with the appropriate federal or state agency.
2. Send a demand letter to your landlord.
3. Sue your landlord in small claims court.

File a Complaint Against Your Landlord

Besides sending a complaint letter, you may be able to [file a complaint against your landlord](#) with a state or federal agency.

- **If your landlord receives assistance from the federal government**, you may be able to file a complaint regarding several issues, such as poor maintenance, or health hazards, with the [U.S. Department of Housing and Urban Development](#) (“HUD”).
- You may also be able to file a complaint against your landlord **with a local government department in the city or state in which the property is located**. For example, the [California Civil Rights Department of Fair Employment and Housing](#) (“DFEH”) is responsible for enforcing California’s fair housing laws as they apply to landlords.
- Your state’s [Attorney General’s Office](#) may also handle complaints filed against landlords. An Attorney General is the chief legal officer of a state. The Attorney General’s Office has many different roles, but one of its main responsibility is enforcing consumer protection laws in their state.

Send a Demand Letter to Your Landlord

If your landlord ignores your complaint letter, consider sending a more strongly worded [demand letter](#) instead. A demand letter is a document you can send to your landlord in order to **make a formal demand for payment, action, or compliance with a particular request**. For example, you can send your landlord a demand letter if they refuse to return your [security deposit](#).

Here are some frequently asked questions we receive about demand letters:

- **How do I send a demand letter?** Just like with a complaint letter, there are a [variety of ways you can send a demand letter](#). The most common methods used are **mail or email**.
- **Do I need to hire a lawyer to send a demand letter?** No, you can [write and send a demand letter on your own](#). *People Clerk also offers a free AI-powered demand letter tool.*
- **How long after I send a demand letter can I expect a settlement or resolution?** It is hard to predict when you will [reach a settlement after sending a demand letter](#). This is because many factors can affect how long it can take. However, from what we have seen, a majority of people reach an agreement or settlement **weeks or months** after sending a demand letter.

[Learn more about how to write a demand letter.](#)

Sue Your Landlord in Small Claims Court

Consider [suing your landlord in small claims court](#) if you have not been able to resolve your complaints through a complaint letter or after filing a complaint with a government agency. Small claims courts handle a wide range of disputes, including disputes against landlords for issues over **security deposits, breach of lease terms, and unsafe living conditions**.

Be careful, some states or cities also have Housing Courts that may be better equipped to handle specific complaints against landlords. For example, New York City has a [Housing Court](#) that handles evictions, and emergency repair cases.