



FAIR RENT COMMISSION  
CITY OF SHELTON  
MEETING MINUTES  
SEPTEMBER 16, 2024  
SHELTON CITY HALL,  
54 HILL STREET, SHELTON CT 06484

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### **Call to Order/Pledge of Allegiance**

Jennifer Cutrali called the Fair Rent Commission Meeting to order at 6 p.m. in the auditorium at Shelton City Hall. All those present stood and pledged allegiance to the Flag of the United States of America.

### **Roll Call**

Jennifer Cutrali (Chair) - Present  
Lakhvindra (Lucky) Singh Mohel (Vice-Chair) - Absent  
Henry Kaminski - Present  
Sally Finck - Present  
Doug Dempsey - Present

### **Also Present**

Ray Baldwin, Fair Rent Commission Coordinator - Present  
Kellie Vazzano - Present  
Corporation Counsel – Fran Teodosio, Esq - Present  
Kevin Lantowsky, Housing Enforcement Officer/Fire Marshal - Present  
Tim Brown, Building Official – Present

### **PUBLIC PORTION**

There was no public comment.

### **MINUTES FOR APPROVAL**

#### **1.1 FAIR RENT COMMISSION MEETING – AUGUST 19, 2024**

Doug Dempsey MOVED to waive the reading and approve the minutes from the August 19, 2024 Fair Rent Commission meeting. Seconded by Henry Kaminski.

A voice vote was taken and motion passed unanimously.

Jennifer Cutrali:

This meeting is being recorded for public record. Before I open the hearing for the first case, please allow me to explain the hearing process so you know what to expect this evening. I will call upon the tenant first and then the landlord. Both will have equal opportunity to speak when called upon and may

come to the podium more than once to speak. When called upon to speak, please come forward to the podium, sign in if you have not already, state your name and address for the record. You will then be sworn in by Mr. Baldwin. I will call upon Mr. Baldwin, Mr. Brown and Mr. Lantowsky for their reports. During the hearing, there will be dialogue, questions and answers between the Commission members, staff, tenant and landlord; please do not speak unless you are at the podium. If we have a question for you, we will call you back to the podium. Before we make a decision, we will ask both the tenant and landlord if they have anything further to add for the record.

The Commission takes into account 13 points of consideration per Connecticut General Statute 7-148c, as follows:

1. Rents of comparable dwelling units
2. Sanitary conditions
3. Plumbing facilities
4. Services supplied
5. Bedrooms
6. Condition of the premises
7. Landlord's costs
8. Health and safety compliance
9. Income of tenant
10. Utilities
11. Tenant-caused damage
12. Size and frequency of rent increase
13. Reinvestment in property

The Commission is made up of five members; one member is a landlord and one member is a tenant. Members of the Commission may ask questions at any time.

Sally Finck MOVED to hear case #2 on the agenda first, 24-0003 Kornberg V. Doolan before hearing the continuation of 23-0004 Murray V. Perry Avenue LLC. Seconded by Doug Dempsey.

A voice vote was taken and motion passed unanimously.

**CASES TO BE HEARD:**

**24-0003 Kornberg V. Doolan**

Ray Baldwin: Madam Chairman and members of the Commission. These are the facts in this particular case. I would like to cite them before we begin the hearing. On or about November 29, 2023 the landlords, Jeffrey Doolan and Beverly DuBour sent notice to the tenant, Robert Kornberg and approximately 37 other park tenants informing them that due to increasing operational costs, there would be an increase of 5% from \$420 per month to \$441 per month effective January 1, 2024. Mr. Kornberg did not agree with the proposed rent increase and chose to pay only \$425 per month, which he has done for the last eight months. Mr. Kornberg did not make a complaint to the Fair Rent Commission when the rent increase was first proposed, nor at any time in the ensuing six months. Only

after Mr. Kornberg was served with a Notice to Quit on July 29, 2024 for non-payment of rent did he file a Fair Rent Commission complaint with the Town Clerk, one day later, on July 30<sup>th</sup>. In preparation for this matter, I requested that the city attorney, Fran Teodosio review the file, and particularly the argument proffered by the landlord's attorney, Colin Mahon, that based on Connecticut General Statute 47a-20a and 21-80a, the tenant was foreclosed from filing a Fair Rent Commission complaint for two reasons. First, he has failed to pay the full amount of the rent and second that the Notice to Quit was filed before Mr. Kornberg filed his Fair Rent Commission complaint. The City Attorney, Attorney Teodosio concurred with that argument. Procedurally, unless the tenant disputes the basic facts and statutory language, I do not think the commission has a choice but to not hear the case or dismiss the case.

Jennifer Cutrali: Thank you for that information. Mr. Kornberg, please sign in and state your name for the record.

Robert Kornberg  
4 Second Avenue, Shelton, CT

Mr. Kornberg was sworn in by Mr. Baldwin.

Jennifer Cutrali: Did you hear the summary that Mr. Baldwin provided? Do you agree that you were served your Notice to Quit prior to filing your complaint with the commission?

Robert Kornberg: In February I had contacted the commission and was advised that it is more of a rental kind of thing, like renting an apartment, so it didn't seem to be covered under the Fair Rent Commission. When I received the Notice to Quit I had talked to others and they advised me to try again and when I did they said it does fall under the purview of the Fair Rent Commission and that is why I filed so I can work out this situation. From January until July I was paying the \$425. The prior rental rate was in fact \$420 for the year of 2023. In the Notice to Quit it does state that I was paying a prior rental rate of \$425 when in fact it was \$420. Pre-pandemic the rent increase was around \$5 a month for a year. After the pandemic hit it went up about four times as much to \$21 a month for the year and the next year the same, about \$20, \$21. At the time I received from Fairchild Heights about the rent increase for the new 2024 lease and I was not working at the time. It states here that if any individual was having problems keeping up with the lot rent, please come into the office and let's talk. If possible, we will try to work out a solution. According to Mr. Doolan he was willing to work out a solution. I tried to contact Mr. Doolan about three times. I sent him emails to his email address about that I was having difficulties and I didn't hear back from him. Around January 2<sup>nd</sup> I sent the rent for \$425 which I thought was a fair increase. If he wasn't in agreement, if he had written to me saying he would not accept that \$5 increase, but would work it out with me, great it could have been settled. I never said, nope, this is all I am paying. I continued to pay and he accepted and cashed my rent check from January until July and then decided to serve me with the Notice to Quit. After I contacted Mr. Doolan that I was having financial troubles with keeping up with the lot rent, he sent me a letter insisting that I pay \$6.27 to mail the lease back by certified mail and \$55 for special handling, but I had already sent the lease back to him, I emailed it to him and I left a copy in the Sunnyside drop box which is walking distance from my unit at his office at Sunnyside. He wanted to charge me extra when he knew I was having difficulties. I just continued to

pay the \$425 when I received the Notice to Quit. I did contact the Fair Rent Commission and I wanted to just resolve this. The Fair Rent Commission contacted Beverly and I believe Mr. Doolan and they said they were very amenable to working this out; they knew of my financial situation and they wanted to reach a resolution to work this out. I definitely wanted to work this out. I did inform Mr. Baldwin that I was interested in working this out. Mr. Baldwin stated that he contacted Mr. Doolan and they would be setting up getting back to him with some times and dates. This was around August 2<sup>nd</sup>. Two weeks went by and I didn't hear back, so I reached out to Mr. Baldwin. He said he hadn't heard back from Mr. Doolan either or the landlords and he would reach out to them. I reached out again because I didn't hear back and then Mr. Baldwin had emailed me stating that he was able to contact them and would be meeting with Mr. Doolan, which was around the end of August. Then he would get back to me. I would say about five days later, September 3<sup>rd</sup> around, I received an email from Mr. Baldwin forwarding the attorneys response and then I had filed my response back regarding that I believe my case should be heard because it falls under the purview and we were both willing to work this out. That is what I am willing to do, work this out and just move on. That is what I want to do. I am willing to hear what they have to offer and work this out. I think it is a fair request.

Jennifer Cutrali: Any questions for Mr. Kornberg?

Ray Baldwin: If the landlord said they had 37 other tenants that they had charged the same amount of money to, all of them had agreed to do it, he didn't think the increase was unreasonable and didn't feel the need to meet with the tenant. He contacted his lawyer and once he contacts his lawyer then the lawyer took over and sent the response that was sent to me by email which I forwarded to Mr. Kornberg and I think the other members of the commission here. Essentially the argument is he had eight months that he did not pay the full amount of the rent, he had eight months in which to file a complaint with the Fair Rent Commission if he thought there was an issue. He chose to wait after the Notice to Quit was filed for non-payment of rent. The landlord proceeded which he is legally entitled to do.

Robert Kornberg: I was previously informed by the commission that in February that it wouldn't fall under it...

Jennifer Cutrali: Who told you that?

Robert Kornberg: I had called and I don't remember the name honestly.

Jennifer Cutrali: It was by phone? You called?

Robert Kornberg: Yes, it was by phone and I spoke to somebody and they said you could file but it probably is just going to be dealing with people who actually rent, like rent an apartment. Didn't think it had to do with manufactured home, so I continued to pay. If Mr. Doolan had reached out to me, listen I am not accepting the \$5 increase I would have worked it out with him. I was not working at the time.

Jennifer Cutrali: During this time, did you receive any statements saying your rent is current? Your rent is past due? Anything that showed what you paid and what you owed? Do they issue monthly statements confirming your rent has been received?

Robert Kornberg: I received on January 30<sup>th</sup> that I owed \$16.80 for interest. When the Notice to Quit was served it indicated about \$106 in fees. According to the rent, let's say for argument's sake I was going to be paying back the whole \$16, \$0.80 per month times the amount for January to July would be about \$5.80. I don't know where they came up with \$106 in late fees. Like I said, when I received the letter, if anybody is having problems keeping up with the lot rent, people try to work out a solution, so I did take him up on his offer, fair is fair. If he wasn't happy with what I was paying, he could have reached out to me and contacted me and saying I am not agreeing to this, but I'll shave off this amount or this is what I am willing to do. Great, but I didn't hear back so I was under the assumption that I guess he is okay with it.

Jennifer Cutrali: They cashed your checks?

Robert Kornberg: They cashed and accepted my check every month.

Jennifer Cutrali: When was it that you received the notice saying you owed over \$100?

Robert Kornberg: That was with the Notice to Quit.

Jennifer Cutrali: You never received a notice prior to that?

Robert Kornberg: I did receive one dated, it looks like March 26<sup>th</sup> with what the past due was, but that included the \$55 for special handling, whatever that means, and \$6.27 for postage, but I don't know where that is coming from. If it was January, February and March, you are talking about \$46. Then he indicates late fees of \$5.74, but I don't know how it jumps up to \$107. It does not make any sense to me.

Jennifer Cutrali: I think it is more of a timing issue of when you filed your complaint here and when you received the Notice to Quit rather than the dollar amount.

Robert Kornberg: Originally, they told me that they were only dealing with rentals, probably not a mobile home and then that was the end of it. But then I pursued it and when I reached out it did fall under the purview, so that is why I contacted you right away. I wanted to work this out. At the time I was not working and I am willing to work this out.

Ray Baldwin: Insofar as what happened before the filing with the Fair Rent Commission complaint, the Fair Rent Commission wouldn't have any authority or jurisdiction over the matter. Whatever conversations took place between the tenant and the landlord really is not relevant to what we are sitting here which is to decide whether or not the rent was excessive or not and the second part, as I read earlier, is whether or not the Fair Rent Commission complaint was filed in a timely fashion. The statute is pretty clear that if the Fair Rent Commission complaint is filed after a Notice to Quit for non-payment is filed, then it voids the Fair Rent Commission complaint, according to the statute. The attorney for the landlord is here. I can't speak for him, but if his client wants to talk to Mr. Kornberg about working out an arrangement that is fine, but he is under no obligation by the statute to do so.

Robert Kornberg: I wasn't working at the time and every penny counts with the rent. I just started working, honestly, starting in August. I just started a job and I am working and I am making minimum, not making a lot, maybe around \$27,000 a year. Back then I was not working at all and that was very stressful for me. Right now I am working and willing to work this out. I have no problem, I am working as of the last week of August. I had to get back on my feet. The landlord states that if anybody is having problems keeping up with the lot rent, he wouldn't have mentioned that, and I was willing to work this out. Where possible I would try to work out a solution and I wish he would have just contacted me and worked this out, but I received no response from Mr. Doolan, unfortunately. I am amenable to working this out. Mr. Baldwin spoke to them and they know my situation and want to resolve this matter. I thought great, we can meet and work this out.

Jennifer Cutrali: Thank you. Any questions for Mr. Kornberg? (None). We will hear from the landlord's attorney.

Colin Mahon, Esq.  
Mahon, Quinn & Mahon, PC  
636 Broad Street, Meriden, CT

I am here in my capacity as the legal representative of the landlord, Fairchild Heights, Inc. I will be very brief in my comments. I think there are two issues here. One is the sort of procedural issue that Mr. Baldwin had pointed out to the committee members which is namely that this complaint was not filed until after Mr. Kornberg was served with a Notice to Quit regarding the non-payment of rent. The second issue is simply whether the amount of the rent is excessive. I would certainly argue to the committee that a 5% increase from \$420 to \$441 does not constitute an excessive increase. I would like to respond briefly to some of the comments that Mr. Kornberg made. I would point out that Mr. Doolan sent a lease renewal to the tenants at the community at the end of November. Because this is a mobile home park, you have to provide the tenants with a 30-day notice of any rental increase. Mr. Doolan did do that to Mr. Kornberg and other residents at the park. Mr. Kornberg then proceeded to sign the new lease, but unilaterally changed the payment terms to \$425 as opposed to the \$441. Mr. Doolan did send a response to him at the end of January which is in the response letter that Mr. Kornberg provided to the committee, which basically said you don't get to dictate what the terms of the rent are going to be, that is for the park owner to determine. I think that procedural history is relevant in respect to the case. Again, we would simply point out that this is a modest rental increase, we feel it is appropriate for the park and from a procedural standpoint, I think many of the arguments that Mr. Kornberg has made today would be better heard in the Superior Court in connection with an actual eviction case as opposed to hear with the Fair Rent Commission. I think this is a sort of collateral back end attack on what might happen in the Superior Court and is really not germane for this committee's purposes. Thank you.

Sally Finck: Mr. Kornberg did sign the lease for 2024?

Colin Mahon: He signed a lease, but there was no meeting of the minds in the sense that the lease term was for \$441, but my understanding is that the lease he returned to the Park was signed, but the payment had been changed to \$425.

Sally Finck: Understood, thank you.

Jennifer Cutrali: I would like to call upon Corporation Counsel, Attorney Francis Teodosio. Would you be able to provide guidance in terms of the statute about the procedure about when the Notice to Quit was filed and when the complaint was filed and if the commission has any authority to hear this case.

Francis Teodosio, Esq  
Teodosio & Stanek  
375 Bridgeport Avenue, Shelton, CT

Good evening. I would say that because the filing occurred after the Notice to Quit, that you are without authority to hear the matter. As the attorney for the Fairchild group has pointed out, some of the topics that are being brought before you are more proper for the Superior Court with regard to whether or not the eviction would be successful. The circumstance of whether or not you have the authority to decide the issue of the increase and whether it was proper is your only jurisdiction and you can't do that because of the timing of the filing.

Jennifer Cutrali: Thank you. Mr. Kornberg you can return to the podium.

Robert Kornberg: Being that I am now employed, I can make that payment and am willing to agree to that full rent increase but if you can adjust the late charges and work that out with me because I think they are excessive of the 5% but I am willing to pay it because I am working now as of the end of August. Before I wasn't working and it was very difficult.

Jennifer Cutrali: Thank you. Does anybody have any further questions for the landlord attorney, the tenant or Corporation Counsel?

Henry Kaminski: I have one question. Could the landlord work something out with the tenant. He said he is able to pay, instead of an eviction.

Colin Mahon: I will certainly relay to the landlord that there is a willingness to try to work this out. I always approach these matters practically and pragmatically. I will certainly give that advice to my client and see what he has to say.

Jennifer Cutrali: Seeing as though the Notice to Quit was filed prior to the application being filed, as Corporation Counsel advised, we do not have jurisdiction to hear the matter. This leaves us pretty much with one option – to dismiss the case.

Doug Dempsey made a motion to dismiss the case. Seconded by Sally Finck.

A voice vote was taken and motion passed unanimously.

Jennifer Cutrali: Motion carries. The case has been dismissed. I do want to mention that I do believe this would fall under a Housing Court matter or Superior Court matter. This is not the avenue for you to get resolution, but there are other avenues for that, so you would have to go that route for the legal matters of the court system.

Robert Kornberg: I am willing to make the payment, but the late fees would have to be adjusted.

Jennifer Cutrali: Unfortunately, this isn't the Board that does that, so you will have to go through housing court for that. I trust you will communicate to your client what we have recommended here about working with someone who was unemployed for a period of time. That is what we are thriving for here in the City of Shelton, trying to make this an affordable place for everybody. We appreciate that.

Colin Mahon: I understand. Thank you.

Case dismissed/closed.

**23-0004 Murray v. Perry Avenue, LLC – Continuation**

Jennifer Cutrali: There is no one on the Zoom call representing Murray v. Perry Avenue, LLC. I will take commentary from our staff, Mr. Brown, Mr. Lantowsky, as to any progress being made since our last meeting and where things stand. I think last we heard was the day after the meeting Mr. Deraaff had said he was coming out there. You guys had an appointment scheduled and Mr. Deraaff was coming out. If you could start from that point if that happened.

Kevin Lantowsky: We did have an appointment. The morning of the appointment two of us did go and meet. Mr. Deraaff did not come himself. We were told by his staff members that there was a family emergency and he was unable to come. Ed Rosenblatt, who has been there was there again. Another representative came who was introduced to us as the new operations manager. The operations manager met us on the street and we had a conversation of what was going on. He said he was brand new, had only been there about a week and was trying to get caught up on things. He brought up that he felt that they should hire an engineer to find the source of the water and what the damage was. That was brought up by them. We did go inside briefly. Some of the Murray family had either been exposed to Covid or had Covid so some of the ownership group had some reservations of being in there too long, but they took some videos and things and when we came out, we walked around the building, looked at other things and they said they would try to hire an engineer, they would hire the electrician because they did see the damage to the wires. They again still agreed to get that initial building permit that they needed. I believe a couple of days later or maybe a week later an electrician did come out tried to pull a permit. I'll switch this over to Tim.

Tim Brown: We caught the electrician ready to do some work there and we said he had to get a permit, simple as that, which he did that day, but I will not let him have an electrical permit without the Building Permit first. We need a building permit from somebody and there is nothing. These landlords claim they have inhouse people, who we have met, but nobody has stepped up to the plate to take ownership of

this. So, the electrician understands and is kind of waiting in the wings to get the green light to go. He is local, from Trumbull area. He is starting to learn what is going on over here.

Kevin Lantowsky: The ownership group, themselves, could pull the permit if they have staff on board and could pull the permit, which they have been told numerous times. I believe I got two calls from Mr. Deraaff. I responded, but like I did the month before, he is making statements as he did at the last meeting, that we are changing things. So, when we keep having verbal conversations, I keep asking let's put things down in writing. He was going to videotape our last walk around, but he didn't come. I mentioned it to his two employees that I was told that Jake was going to video it, so if you guys want to and they said absolutely not. They did not want to do that. Had they done that, that would have been good and possibly for us because it would have documented what is there, what they are seeing and what we are seeing, but they chose not to. Mr. Deraaff did say, his staff said that he wanted a meeting, he was going to videotape the meeting because he says that things changed again. I responded by email asking him who is saying that more work needs to be done or other work and what work is that. He responded that it was Ed. That was the last thing I got from him. Ed is his employee saying more needs to be done. I don't know if he is referring to what his own operations manager is saying that before they go any further, before they sheetrock and insulate the wall, let's make sure they get an engineer. It is not clear what he is claiming in his messages. That is where we are.

Jennifer Cutrali: Mr. Baldwin, have you heard anything from the property owners?

Ray Baldwin: I have heard nothing.

Jennifer Cutrali: There is not much we need to hear from you, Ms. Murray, as a lot of the work has to go through.

Janice Murray  
53½ Perry Avenue, Shelton, CT

Ms. Murray was sworn in by Mr. Baldwin

There has been no one there other than the contractors looking. Since then, I received a phone call on the 11<sup>th</sup> at approximately 12:44 from Jake and he was very hostile and upset. He said to me that he did not want me to communicate with Kevin anymore. He was upset that every time a contractor comes that Kevin is there. That was what I was advised to do. He is supposed to be kept up to date with everything that is going on. Jake was very upset and said that I could not contact Kevin, that he did not want Kevin there when his people came through because it was not fair, is that understood? Are we confirming that. I'm recording you and Ed is on the line. I felt so threatened that I began to shake. I'm like I'm not doing anything wrong. I show up at every meeting, I send what I am supposed to send and I was told that when we went upstairs on August 1<sup>st</sup> that we weren't even really supposed to be up there because there was a list of things to be done that were not done. Then there was the gas leak. When Kevin told me that I was supposed to advise him when a contractor is supposed to come, Jake forbid me to contact him. When Ed came on the 13<sup>th</sup> he forbid me, he basically told me not to contact Kevin.

Jennifer Cutrali: Nobody can forbid you from contacting the City of Shelton.

Janice Murray: I felt very threatened.

Jennifer Cutrali: Next time hang up the phone. They cannot, nobody can tell you that you cannot call a public department of a municipality.

Janice Murray: He claims he recorded it and so did I.

Jennifer Cutrali: It really means nothing. Even if he is recording it, it means nothing.

Janice Murray: On the 13<sup>th</sup> when Ed came with two different contractors, I guess they are not going with the TP Electric guy that was there on the 27<sup>th</sup>. Ed said he went through the upstairs where we are, he went through the downstairs and in the laundry room and said that they keep adding on stuff to this and this is ridiculous, that they added more on to the electrical. I said the only thing that I know that changed about the electrical was your electrical guy that when we went into the meter room and began to look at where my meter is so he could start the electrical in my room, the sensor light went out. It only picks up when you walk in the door, but when you step over to where the electrical meters are, the light goes out, so you are in the dark. He said oh that's not safe, that has to be taken care of. When I told Ed what his electrician said, he told me I'm not even supposed to talk to the building inspectors.

Jennifer Cutrali: That's not true. You can talk to any City official.

Janice Murray: I understand that I can, but he is really, really mad at me. He thinks I am doing this out of pure spite.

Jennifer Cutrali: Don't be afraid, your case is under this jurisdiction. Don't worry, they can't evict you right now. You are paying minimal rent. Don't worry, your case is under us, you have nothing to worry about. If you feel threatened, call the police. If you feel somebody is threatening you physical harm or verbal abuse, you call the police.

Janice Murray: Just for the record, there was maintenance at the building today. The gentlemen, Ernesto that caused the gas leak, and Justin who is the plumber guy were here today. They were upstairs in 53 doing the dishwasher. I went outside to go check the mail – I am not trying to be a tattletale, but I've got to say what I've got to say – I heard Justin tell Ernesto to get rid of all of the evidence. They took the cardboard out of the recycling, they took the dishwasher with them, they took the box with them. Any other time they had done any repairs they leave it there and we dump it. I thought that was a little odd. They replaced the dishwasher upstairs because it broke down again and my sink backed up twice last month.

Jennifer Cutrali: After your sink got fixed?

Janice Murray: Yes, it backed up again. They only snaked it with one of those little cranky things. When this happened years ago when Todd cleaned it out, he filled an entire bucket with muck-a-muck. All

Ernesto did was come with a little crank snake, went down the drain and went downstairs and only did about this far of the pipe instead of the entire length of the pipe and said you should be good and dumped some black gunk down the drain and he left.

Jennifer Cutrali: So, you have had two sink back ups since it had been repaired.

Janice Murray: They came today to do a new dishwasher, but since last month, yes twice.

Jennifer Cutrali: Tim or Kevin, were you aware of a new dishwasher being installed? Does that have to go through you guys?

Tim Brown: No, they do not need to report to us for a dishwasher.

Janice Murray: I don't know if they were just being sarcastic or what. But I happened to be outside and thought that was unusual. Ever since they took over, whenever they do work there, they don't take what they leave. If they take out carpet they leave it, either on the fire escape or whatever. We are not supposed to leave debris on the sidewalk so we get rid of it. We have done multiple dump runs since they took over.

Jennifer Cutrali: Call the City Blight office if people are leaving debris and trash on the sidewalk. They will get a citation, the property owner will get a citation.

That is where we are. The landlord did not dial in. We have been hearing this matter since February. (NOTE: In looking back at the minutes, it was actually heard for the first time on January 22, 2024). There are a lot of frustrated parties at the table. Her current rent is \$500.

Henry Kaminski: I'd like to make a statement. Last month I said we should keep the rent at \$100. Doug went along with me. Lucky brought up that we should, in good faith, go to \$300-500. I already said I had brought up \$100 a month and Lucky said it wasn't a motion. Then I believe it was you or Lucky that brought up that this company did some work in good faith. The kitchen sink took over seven months to fix and what I hear now is it is not even fixed. Two months ago they said they brought a company in and the company said they were going to charge them \$600 and they didn't accept that. I looked at all the violations on this house, I went through all the paperwork. I wasn't on the site, but I looked at it and looked at it in the worst scenario. All of this work should have taken between 4-6 weeks to take care of. They have been dragging this along and I believe they are taking advantage of this committee, the inspectors and the City of Shelton. You brought up that the electrical work was found after they pulled down the sheetrock. I'm sure it was, but they should have pulled the sheetrock down back in November of 2023 when there was a water problem. They should have pulled the sheetrock and then they would have seen the electrical problem. It is not a new electrical problem, it is a new electrical problem for the landlord. I'd like to know why I was told that I didn't bring that up as a motion.

Jennifer Cutrali: I have the minutes right here. I'll read it:

“ I said - The rent has been at \$100 the last few months. We had her pay \$100 for August. What are we thinking for the month of September?

Henry Kaminski: The woman is still not even in her apartment.

Jennifer Cutrali: She is partially in there. Her kids are upstairs.

Henry Kaminski: I would say keep it at \$100 per month.

Doug Dempsey: I would be okay with that.

Lucky Singh: I think maybe we could give them the benefit that they are trying to work through this. I would propose that as we come close to the meeting tomorrow, in good faith that they will have everything done, I would like to believe that we should give a little extension of more than \$100. I would say maybe \$300-\$500. If we are not meeting next month and nothing works out by next month with the meeting being cancelled, we can make it \$1 thereafter.

Doug Dempsey: We have to make the decision now, we can't wait.

Lucky Singh: I'm saying we say it today, \$300-\$500.

Henry Kaminski: I already brought it up at \$100.

Lucky Singh: It wasn't a motion.

Jennifer Cutrali: It was just discussion. Everyone has their opinion. My opinion is that they have done a lot of work here, obviously they didn't complete everything, but they have done some big-ticket items, especially the mold remediation. I would be okay with doing the September rent going up to \$500 and then if everything is not resolved by the September meeting, then October would go back down to \$100 until we meet again. I would give them the benefit of the doubt. The kitchen sink issue has been remediated. They had rodent treated. They had the mold remediation. They moved the adult children upstairs. They did a majority of what was asked last month. I would go with \$500 for this month.

Doug Dempsey: Considering the fact that the major work is the electrical which they found out after pulling the sheetrock, this wasn't something before.

Doug Dempsey MOVED that we move the rent to \$500 for the month of September.

Seconded by Lucky Singh.

A voice vote was taken and motion passed as below:

Aye: Jennifer Cutrali, Doug Dempsey, Lucky Singh. Opposed: Henry Kaminski.”

That was the dialogue. Henry, when you initially said \$100 we were just doing discussion and that was not a motion, we were just discussing. You have to say the motion, but usually we discuss first before we throw out a motion, which I thought was what we were doing.

Henry Kaminski: Lucky didn't make a motion.

Jennifer Cutrali: He didn't. Doug made the motion and Lucky seconded it. Then we went to vote and it was 3 of us for the \$500 and you were opposed to it. Henry, we are back at a new meeting. You have to also understand too that we do have to take into consideration the 13 points of criteria, one of which is how much money they have put back into the property and they did do some work. Now it is a different month and they haven't done anything.

Henry Kaminski: The tenant put up with dirty water for 7-8 months. There is mold in the house, they have lived in it now, instead of moving them out of the building, they moved them around the same house. I wouldn't live in that property. All this work ... we are not getting anywhere with these people. Obviously, I didn't realize it but the inspectors, they go out there 4-5 times a month at least. The landlord is making a mockery out of this committee, the City of Shelton and the inspectors.

Sally Finck: I think what is also troublesome is that the landlord is being hostile towards the tenant and that is not a good sign.

Henry Kaminski: That's another additive.

Henry Kaminski made a motion to go to \$1 for rent. Sally Finck seconded the motion.

A voice vote was taken and motion passed unanimously.

Jennifer Cutrali: That will be for the month of October. \$1 for the month of October. We will continue this case to the October 21<sup>st</sup> meeting.

Henry Kaminski: I have a question. Can this committee do anything with regards to helping the tenant as far as getting this stuff done.

Jennifer Cutrali: The only thing in our jurisdiction is we have control for the rent which is now \$1. Keep in mind there are vacant units. How many?

Kevin Lantowsky: There are two vacant. One is technically being occupied by the Murrays because they moved the family there. There is no rent coming in from those. The other unit, if they would just do the work they could start getting that rent in, but they are not doing it. There is one total vacancy that nobody is in and it has been like that for a while.

Jennifer Cutrali: So basically he is not getting rent on three units right now and that is his own fault.

Henry Kaminski: Every month they say they own hundreds of units in New York. They must have a crew to work. I don't understand. I am baffled there.

Jennifer Cutrali: I think we all are. We are all frustrated. The complaint was filed in November or December of last year. We have been hearing this since February (NOTE: Actual first hearing was January 22, 2024). There is a lot of frustration. There are a lot of City resources, we have four City employees here right now. Think of all the time they have spent every month on this. It is a lot of City resources being utilized. You have a tenant that is living in distress there. It is not fair. We are doing everything we can. Unfortunately, we can't fine them, that is not in our ordinance. Keep in mind that the violations are on the City land records. If they were to go to sell this, this will come up in a title search. We kind of have them boxed in as best as we can. They could sell the property, but the buyer will see what the violations are and they are not getting money on three units. We have them boxed in a little bit, but this is all we can do.

Henry Kaminski: We are here for the tenant and the landlord. If there is mold in the house, I wouldn't live in the house at all, anywhere. Mold travels.

Jennifer Cutrali: The mold has been remediated.

Janice Murray: The mold has been remediated, but they haven't been able to do anything since removing the sheetrock. We have been up there since the 1<sup>st</sup> of August and I didn't hear anything from anyone from August 27<sup>th</sup> until September 11<sup>th</sup> and they are acting like I'm going around the house with a microscope saying, oh here is a mouse hole and I'm giving a new list every time I come in here.

Jennifer Cutrali: It has nothing to do with you at this point. It is really to do with the inspection. They need to be in compliance with pulling the permits and getting the inspections done.

Janice Murray: How long does it take to actually get a permit?

Jennifer Cutrali: You can get it in a matter of hours. It is their willingness. They are not motivated. There is really not much more we can do. We have hit them financially. At this point they are not getting rent on three units. This was all recorded on the land records, so if they sell it is going to hurt them. There is not much more the commission can do. It is unfortunate. This is in the history of the City that you have an absentee landlord like this.

Henry Kaminski: I have a question for the inspectors. Did you inspect the mold? Is the mold still there or did they take care of it?

Kevin Lantowsky: We were there. We did go when the environmental company was there. We saw the work that they did. They are a professional company and it appears that they were following standards that I know of. That might be a little bit more of the Health Department and myself work together on a lot of things like that. Both the tenants said that they feel that the mold itself, the problem as is, stopped. Again, it was the landlord's operations director that said before they go any further, they should probably get an engineer to make sure they are not going to have a water problem again. That wasn't what we

said, but it was what the environmental company recommended in their estimate to make sure that the water has stopped first before it was remediated. You'd have to start all over again if everything gets wet and moldy again. On our side they just need to pull permits and fix the electrical and move forward. If it leaks again they will have to fix it again.

Doug Dempsey: How many units are in this building?

Kevin Lantowsky: A total of 6.

Doug Dempsey: There are three that are occupied including Ms. Murray's.

Kevin Lantowsky: Including her there are four that are occupied. There are three others plus the Murray's and then there are two units that in theory are unoccupied except that the landlord has moved the Murrays into part of one.

Jennifer Cutrali: This is being continued. Rent is \$1 for October.

Janice Murray: Am I able to get copies of the recordings by any chance?

Jennifer Cutrali: You can get copies of the minutes. They are online on the City's website.

**REVIEW, DISCUSSION AND MOTIONS ON OPEN CASES**

No items

**OLD BUSINESS**

No items.

**NEW BUSINESS**

We received a new complaint on Friday. I am not sure if that will be coming in October. Depends on if things are worked out and the timing of the notifications. That may come in October.

Next meeting/hearing will be October 21, 2024.

**ADJOURNMENT**

Sally Finck MOVED to adjourn the Fair Rent Commission meeting at 7:05 p.m. Seconded by Doug Dempsey.

A voice vote was taken and motion passed unanimously.

Respectfully Submitted

*Donna Fonda*

Donna Fonda, Acting Clerk