

VERMONT SUPERIOR COURT, CIVIL DIVISION, CHITTENDEN UNIT

South River, LLC v. Burlington Housing Board of Review

South River · No. 25-CV-3481 · Decided February 4, 2026

SUMMARY

The Vermont Superior Court, Chittenden Unit, affirmed a Burlington Housing Board of Review decision requiring South River, LLC to return a tenant's entire security deposit. The court held that South River failed to preserve its challenge to the tenant's standing and that the Board had authority to resolve disputes concerning security-deposit deductions. The court reviewed the Board's decision on the administrative record and declined to consider materials outside that record.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Chittenden Unit
WRITING FOR THE COURT	Megan J. Shafritz
JURISDICTION	Vermont Superior Court, Civil Division, Chittenden Unit
DECIDED	February 4, 2026
DOCKET	25-CV-3481
DISPOSITION	affirmed
PROCEDURAL POSTURE	South River, LLC appealed under Vermont Rule of Civil Procedure 74 from a decision of the City of Burlington Housing Board of Review requiring it to return a tenant's security deposit in full.
STANDARD OF REVIEW	Under Vermont Rule of Civil Procedure 74, the court reviews the agency decision on the record and determines whether there was any reasonable basis for the Board's findings or whether it committed legal error. The court does not reweigh evidence or assess witness credibility.
PRECEDENTIAL VALUE	unpublished or nonprecedential trial-court decision; persuasive value only
PARTIES	South River, LLC v. Burlington Housing Board of Review

TOPICS

judicial review of agency action

preservation of error

exhaustion of remedies

landlord tenant

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PRACTICE AREAS

administrative law

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QUESTIONS PRESENTED

1. Whether South River preserved its argument that the Housing Board lacked jurisdiction because Christman lacked standing.
2. Whether the Housing Board exceeded its authority by determining the appropriateness of deductions from the security deposit and potentially affecting South River's ability to pursue additional damages.

HOLDINGS

1. South River failed to preserve the standing and jurisdiction argument by not raising it before the Housing Board, and the Superior Court would not consider the argument on appeal.
2. The Housing Board acted within its authority in determining the appropriateness of South River's security-deposit deductions and ordering return of the deposit.

KEY QUOTATIONS

“In such cases, the court’s task is solely to determine whether there was ‘any reasonable basis for the [Board’s] finding[s].’” (at 2)

“The court does not “reweigh the evidence or assess the credibility of witnesses” because that is the province of the Board as the trier of fact.” (at 2)

“Accordingly, South River failed to preserve its jurisdictional argument, and thus the Court does not address South River’s assertion that the Board had no jurisdiction because Christman lacked standing.” (at 3)

FACTUAL BACKGROUND

Nicole Christman leased an apartment from South River beginning in 2019 and paid a \$2,500 security deposit, including a \$250 pet deposit. After moving out on March 31, 2025, Christman received a letter from South River itemizing deductions totaling the entire deposit and seeking an additional \$3,345.58. The letter did not inform Christman of her right to challenge the deductions before the Burlington Housing Board of Review. The Board therefore ordered South River to return the full deposit with interest, while also expressing doubts about the legitimacy of the claimed deductions.

PROCEDURAL HISTORY

The Housing Board held a hearing on June 16, 2025, and issued a decision on July 15, 2025, concluding that South River forfeited the right to deduct from the security deposit because its notice did not inform the tenant of her right to challenge the deductions before the Board. South River appealed, arguing that the Board lacked jurisdiction because the tenant lacked standing and that the Board exceeded its authority by addressing the deductions and possible contractual damages. The Superior Court declined to consider the unpreserved standing argument and affirmed the Board's decision.

DISPOSITION

affirmed

CASES CITED

- In re Soon Kwon, 2011 VT 26, ¶ 6, 189 Vt. 598 (mem.)
- State Department of Taxes v. Tri-State Industrial Laundries, Inc., 138 Vt. 292, 294, 415 A.2d 216, 218 (1980)
- Sweet v. Pierre, 2018 VT 122, ¶ 13, 209 Vt. 1
- Ramos v. Niquette, No. 2020-059, 2020 WL 4731891, at *1 (Vt. Aug. 2020) (unpub. mem.)
- Passion v. Department of Social & Rehabilitation Services, 166 Vt. 596, 599, 689 A.2d 459, 463 (1997) (mem.)
- In re Denio, 158 Vt. 230, 234, 608 A.2d 1166, 1168-69 (1992)
- Natural Resources Board Land Use Panel v. Dorr, 2015 VT 1, ¶ 14, 198 Vt. 226
- State v. Washburn, 2024 VT 45, ¶ 11, 219 Vt. 552
- Bank of New York Mellon v. Quinn, 2025 VT 60, ¶ 26, __ A.3d __
- Washburn v. Fowlkes, No. 2015-089, 2015 WL 4771613, at *3 (Vt. Aug. 2015) (unpub. mem.)

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