

**BEFORE THE  
COMMISSION ON LANDLORD TENANT AFFAIRS  
FOR MONTGOMERY COUNTY, MARYLAND**

In the matter of:

Joan Gill Latouche

Complainant

V.

Seung Y. Doo

Respondent

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Case No. 35447

Rental Facility: 25384 Damascus Park Terrace, Damascus, MD (License # 53863)

**DECISION AND ORDER**

The above captioned case having come before the Commission on Landlord-Tenant Affairs for Montgomery County, Maryland ("Commission"), pursuant to Sections 29-10, 29-14, 29-41, and 29-44 of the Montgomery County Code, 2001, as amended, and the Commission having considered the testimony and evidence of record, it is therefore, this 7<sup>th</sup> day of April, 2016, found, determined, and ordered, as follows:

**BACKGROUND**

On September 21, 2015, Joan Gill Latouche ("Complainant"), filed a complaint with the Office of Landlord-Tenant Affairs ("Office") within the Department of Housing and Community Affairs ("Department"), against Seung Y. Doo ("Respondent") in which she alleged that the Respondent failed to refund her security deposit after the early termination of her tenancy.

The Respondent, through Susie Yoon, Real Estate Agent with Independent Realty ("Agent"), contends that: (1) the Complainant damaged the Property in excess of ordinary wear and tear during her short tenancy; and, (2) costs were incurred to repair the damages which justified the withholding of the Complainant's security deposit.

The Complainant is seeking an order from the Commission requiring the Respondent to refund her security deposit (\$2,200.00), and imposing a penalty of up to three times that amount based on the Respondent's unreasonable withholding of her security deposit.

After determining that the complaint was not susceptible to conciliation, the Department referred this case to the Commission for its review, and on January 5, 2016, the Commission voted to hold a public hearing on March 15, 2016. The public hearing in this matter was held on March 15, 2016.

The record reflects that the Complainant and the Respondent were given proper notice of the hearing date and time. Present and sworn at the hearing and presenting evidence were the Complainant Joan Gill Latouche; witness Susie Yoon, Respondent's Agent; and, witness Eun Kim Jeong, EKJ Contractor. Respondent Seung Y. Doo who resides in Las Vegas, Nevada, was not present. Also present were Susana Capobianco, Investigator, Office of Landlord-Tenant Affairs; and, Walter Wilson, Associate County Attorney.

Without objection, the Commission entered into the record the case file compiled by the Department, identified as Commission's Exhibit No. 1. No other Exhibits were introduced by neither the Complainant nor the Respondent.

### **PROCEDURAL ISSUE**

At the commencement of the hearing, Susie Yoon, was advised by the hearing panel that the Commission is a "quasi-judicial" administrative body and that, as a non-lawyer, she could not represent the Respondent at the hearing. The County Attorney further explained that while she would be allowed to testify as a witness, she would not be allowed to present any arguments or question other witnesses.

### **FINDINGS OF FACT**

Based on the testimony and evidence of record, the Commission makes the following Findings of Fact:

1. The Commission finds that the Respondent was notified of the public hearing on two different occasions, via regular mail and certified mail (Commission Exhibit No. 1 – Pages 80 and 86).
2. The Commission finds that the Agent was also notified of the public hearing, via regular mail and certified mail (Commission Exhibit No. 1 – Pages 86 and 87).
3. The Commission finds that the Respondent was advised, on February 4, 2016, via e-mail, about the protocol he needed to follow to participate in the public hearing, via Skype, since he resides in Las Vegas, Nevada (Commission Exhibit No. 1 – Page 59).
4. The Commission finds that on April 11, 2015, the Agent and the Complainant signed a two-year lease agreement ("Lease") for the rental of the Property, which commenced on April 1, 2015, and was due to expire on March 30, 2017, for a monthly rent of \$2,200.00 (Commission Exhibit No. 1 – Pages 8 through 14).

5. The Commission finds that on or about April 11, 2015, the Complainant paid the Agent a security deposit in the amount of \$2,200.00, which amount is receipted in the Lease (Commission Exhibit No. 1 – Page 9).

6. The Commission finds that the Complainant is a participant of the Housing Choice Voucher Program with the Housing Opportunities Commission (HOC), and her portion of the rent is \$246.00 per month (Commission Exhibit No. 1 – Page 3).

7. The Commission finds that on March 30, 2015, a Request for Tenancy Approval (RTA) under the Housing Choice Voucher Program, was signed by the Complainant and the Agent, which specifies responsibility for payment of the utilities. It is noted that under the sewer payment, it is marked that this charge is the owner's responsibility (Commission Exhibit No. 1 – Pages 6 and 7).

8. The Commission finds that by a letter dated May 11, 2015 (Commission Exhibit No. 1 – Page 19), the Agent provided the Complainant with a 30-day Notice to Quit and Vacate. This letter states in pertinent part, the following:

“...This letter is to inform you that you have 30 days to vacate the property effective today, Monday, May 11, 2015, due to incomplete payments of rent. Rent was due on May 1, 2015, and currently, there is a balance of \$409.60 and a late fee of \$110.00, totaling \$519.60. Additionally, you have an unapproved tenant, Kevin Gill, who is residing at the property. Whether on a part time basis or full time basis, Kevin Gill did not submit an application and was not approved by the landlord. You have broken the garage opener and have not provided the repair date. The repair estimated cost is over \$500.00...”

9. The Commission finds credible the Complainant's testimony that as soon as she received her notice to vacate she pursued relocation with HOC and was able to move-out from the Property on July 31, 2015.

10. The Commission finds that the Complainant complied with the payment of her portion of the water bill as established in the RTA in the amount of \$253.35 (Commission Exhibit No. 1 – Page 4 and 5).

11. The Commission finds that the Agent provided the Office with a Blank Rental Addendum to the Lease dated April 11, 2015 (Commission Exhibit No. 1 – Page 20 and 20A), which states the following:

“...Security Deposit: \$2,200.00  
i) WSSC water bill \$631.01  
ii) Garbage disposal \$85.00  
iii) Washing machine deductible \$100.00  
iv) Kitchen window screen \$32.90  
v) Range hood filter \$11.62  
vi) Painting \$750.00  
vii) Rent late fee for June/July 2015 \$110.00  
Refund check: \$479.47...”

12. The Commission finds credible the Complainant's testimony that she never met the Respondent and that she never received any written communication from the Respondent or the Agent regarding the disposition of her security deposit.

13. The Commission finds credible the Complainant's testimony that she did not damage the Property in excess of ordinary wear and tear during her three month tenancy, as shown in the pictures she submitted for the record (Commission Exhibit No. 1 – Pages 30 through 42).

14. The Commission finds credible the Complainant's testimony that she vacated the Property on July 31, 2015, having paid rent in full through that date; and, that a walkthrough inspection was conducted at the Property with the Agent on August 1, 2015 (Commission Exhibit No. 1 – Pages 15 through 17A).

15. The Commission finds that the Agent charged the Complainant with improper fees (Commission Exhibit No. 1 – Page 20 and 20A).

### **CONCLUSIONS OF LAW**

Accordingly, based upon a fair consideration of the testimony and evidence contained in the record, the Commission on Landlord-Tenant Affairs concludes:

1. Pursuant to Section 8-203(g) (1) and (2) of the Real Property Article, Maryland Code, "If any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within 45 days after the termination of the tenancy, a written list of the damages claimed under subsection (f) (1) of this section together with a statement of the cost actually incurred"; and, "If the landlord fails to comply with this requirement, he forfeits the right to withhold any part of the security deposit for damages." The Commission concludes that the Respondent failed to send the Complainant, within 45 days after the termination of her tenancy, a list of damages claimed against her security deposit. This failure constitutes a violation of Section 8-203 (g) (1) of the Real Property Article, and has created a defective tenancy. Therefore, pursuant to Section 8-203 (g) (2), the Respondent has forfeited his right to withhold any portion of the Complainant's security deposit for damages.

2. The Commission concludes that the Respondent's failure to handle and dispose of the Complainant's security deposit (\$2,200.00) with the requirements of the applicable provisions of Section 8-203, "Security deposits," of the Real Property Article, has caused a defective tenancy.

3. The Commission concludes that the failure by the Respondent to refund the Complainant's security deposit plus accrued interest was unreasonable and constituted a violation of Section 8-203 (e)(1) of the Real Property Article. To award a penalty, pursuant to Section 29-47(b)(3) of the County Code, the Commission must consider the egregiousness of the Respondent's conduct in wrongfully withholding the Complainant's security deposit and whether or not the Respondent acted in bad faith or have a prior history of wrongful withholding of a security deposit. While there is no history of the Respondent appearing before the Commission, his lack of cooperation with the Department's dispute resolution process, coupled with the lack

of professionalism demonstrated by his Agent, rises to the level of bad faith and egregiousness necessary to award a penalty. Therefore, the Complainant's request for treble damages penalty is granted.

### ORDER

In view of the foregoing, the Commission on Landlord-Tenant Affairs hereby orders that the Respondent must pay the Complainant **\$6,600.00** which sum represents the Complainant's security deposit (\$2,200.00), and treble damages.

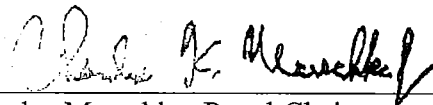
Commissioner Beverly Flanagan, Commissioner Jeffrey Slavin, and, Commissioner Charles Marschke Panel Chairperson, unanimously concurred in the foregoing decision.

To comply with this Order, Respondent, Seung Y. Doo, must forward to the Office of Landlord-Tenant Affairs, 100 Maryland Avenue, 4<sup>th</sup> Floor, Rockville, MD 20850, within thirty (30) calendar days of the date of this Decision and Order, a check, made payable to Joan Gill Latouche, in the amount of \$6,600.00.

The Respondent, Seung Y. Doo, is hereby notified that Section 29-48 of the County Code declares that failure to comply with this Decision and Order is punishable by a \$500.00 civil fine Class A violation as set forth in Section 1-19 of the County Code. This civil fine may, at the discretion of the Commission, be imposed on a daily basis until there is compliance with this Decision and Order.

In addition to the issuance of a Class A civil citation and \$500.00 civil fine, should the Commission determine that the Respondent has not, within thirty (30) calendar days of the date of this Decision and Order, made a bona fide effort to comply with the terms of this Decision and Order, it may also refer the matter to the Office of the County Attorney for additional legal enforcement.

Any party aggrieved by this action of the Commission may file an administrative appeal to the Circuit Court for Montgomery County, Maryland, within thirty (30) days from the date of this Decision and Order, pursuant to the Maryland Rules governing administrative appeals. Pursuant to Section 29-49 of the County Code, should the Respondent chooses to appeal the Commission's Order, he must post a bond with the Circuit Court in the amount of the award (\$6,600.00) if a stay of enforcement of this Decision and Order is sought.



Charles Marschke, Panel Chairperson  
Commission on Landlord-Tenant Affairs