



City of Bristol  
Bristol, Connecticut

**FAIR RENT COMMISSION**

**APRIL 24, 2024**

**6:00 P.M.**

**MINUTES**

**1. Call to order**

Chair Jon FitzGerald called the Fair Rent Commission meeting to order at 6:00 p.m.

**2. Introduction of commissioners.**

Mary Alford, Adam Brothwell, Cristina Costa, Jon FitzGerald, Susan Pyzynski, Brian Brady, Erick Rosengren, David Haberfeld, Brian Brown, Tim Gamache.

**3. Seating of alternates.**

All members are present. Commissioners Alford and Brady will not be able to vote but can participate.

**4. Discussion and approval of the minutes of March 27, 2024 and take any action as necessary.**

Motion to Approve Minutes by Commissioner Gamache. Seconded by Commissioner Costa. All in favor. None opposed. Motion carries.

**Continued from March**

**5. Hearing on the fair rent complaint in the matter of Bryon and Debra Rider (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

According to Attorney Matney, the parties involved in this complaint have reached a mutual agreement, pending formalization through signatures. It is anticipated that this matter will be fully resolved tomorrow upon completion of the signing process. This issue will be carried forward into the next month until formal closure is achieved.

**6. Hearing on the fair rent complaint in the matter of Allison Rider (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

Continued to next month pending settlement between parties.

**7. Hearing on the fair rent complaint in the matter of John Chiarappi (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

As per Attorney Matney's update, the matter in question has been effectively resolved, with the tenant having already signed the agreement. The finalization of the resolution awaits the landlord's signature, notwithstanding the consensus reached among all involved parties.

**8. Hearing on the fair rent complaint in the matter of Kimberly Meano (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

According to Attorney Matney, the parties involved in this complaint have reached a mutual agreement, pending formalization through signatures. It is anticipated that this matter will be fully resolved tomorrow upon completion of the signing process. This issue will be carried forward into the next month until formal closure is achieved.

**9. Hearing on the fair rent complaint in the matter of Jacqueline Charest and Lynn Donahue (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

Per Attorney Matney, he confirmed with tenant and landlord that the tenants have vacated the unit. Motion to Dismiss by Gamache, seconded by Costa. All in favor. None opposed. Motion Carries.

**New complaints**

**10. Hearing on the fair rent complaint in the matter of Linda Rudzinski (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

According to Attorney Matney, the parties involved in this complaint have reached a mutual agreement, pending formalization through signatures. It is anticipated that this matter will be fully resolved tomorrow upon completion of the signing process. This issue will be carried forward into the next month until formal closure is achieved.

**11. Hearing on the fair rent complaint in the matter of Daniel Rosado (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

According to Attorney Matney, the parties involved in this complaint have reached a mutual agreement, pending formalization through signatures. It is anticipated that this matter will be fully resolved tomorrow upon completion of the signing process. This issue will be carried forward into the next month until formal closure is achieved.

**12. Hearing on the fair rent complaint in the matter of Tabatha Vazquez and Julio Velazquez (Tenant) and Zuni Elezovski and 62 Jefferson Avenue LLC (Landlord) and to take any action as necessary.**

According to Attorney Matney, the parties involved in this complaint have reached a mutual agreement, pending formalization through signatures. It is anticipated that this matter will be fully resolved tomorrow upon completion of the signing process. This issue will be carried forward into the next month until formal closure is achieved.

**13. Hearing on the fair rent complaint in the matter of Seth Cohen (Tenant) and Bhavdeep Sethi (Landlord) and to take any action as necessary.**

Jithu, representing the landlord in his capacity as property manager, was present alongside the tenant, Mr. Seth Cohen during the proceedings. Chairperson Jon Fitzgerald explained the jurisdiction and decision-making authority vested in the commission. Subsequently, Mr. Seth Cohen was duly sworn in by Commissioner Jon, wherein he conveyed his tenure of 15 years at the apartment. Mr. Cohen candidly shared the recent challenges he has faced, including the loss of his girlfriend and his rigorous 70-hour work weeks, compounded by health issues. He expressed his diligent efforts in managing his responsibilities amidst financial strain, citing concerns regarding a window issue in his apartment. Mr. Cohen articulated his belief that an abrupt doubling of his rent without prior discussion was unjust, emphasizing his commitment to living within his means. While acknowledging the affordability of his current rent, he expressed reservations regarding the proposed increase to \$1200, deeming it excessive. Additionally, Mr. Cohen expressed willingness to collaborate by undertaking additional responsibilities such as lawn care. Despite his proposal, he was met with refusal from the new landlord, citing financial considerations. Mr. Cohen highlighted the shared struggle among tenants, many of whom hold multiple jobs to meet their financial obligations.

Commissioner Jon administered the oath to Mr. Jithu, who outlined the landlord's perspective. Having acquired the property on March 9, the landlord emphasized their commitment to fostering positive relationships with tenants and expressed willingness to collaborate. He cited recent increases in interest rates since the property's prior owner's purchase, clarifying that the initial proposed rent was \$1200, necessitated in part by a 7.5% interest rate. Despite proposing a monthly rent of \$1000, the landlord recalled a verbal agreement with the tenant, Seth, on this figure. Presenting comparable rents in the area, the landlord underscored the prevailing market rates, with the lowest one-bedroom rental priced at \$1200 per month. He conveyed efforts to accommodate Seth's preferences, including offering a yearly lease at \$1000 per month, which Seth declined in favor of a month-to-month arrangement. The landlord asserted goodwill in their interactions with Seth and highlighted the financial obligations associated with property ownership, such as mortgage and utilities. Ultimately, the landlord expressed a willingness to provide Seth with time to secure alternative accommodation at a more affordable rate if an agreement could not be reached.

Commissioner Pyzynski inquired about any concerns Seth may have had. Seth addressed issues regarding a kitchen window exhibiting signs of what he described as "black scuzz," potentially mold, which he refrains from touching or attempting to identify. Additionally, he raised recurring

ant infestations and a recent mouse sighting. Regarding the pet policy noted in his complaint, Seth clarified a miscommunication, expressing willingness to formally add his pets to the lease as required.

Commissioner Brothwell addressed the recurring nature of the issue at hand and inquired whether Seth had identified any more cost-effective alternatives. Seth Cohen requested a four-month timeframe to explore alternative accommodations and conduct thorough research into suitable options.

Commissioner Gamache sought clarification regarding Seth's acceptance of the proposed \$1000 monthly rent, to which Seth confirmed a verbal agreement, though expressed a preference for a reduced rate of \$900 per month. It's important to note that no formal documentation reflecting this adjustment has been signed at this time.

Commissioner Brady inquired about Seth's intentions regarding lease signing. Seth indicated his preference for a month-to-month arrangement, citing his comfort level. He mentioned potential relocation plans to the east of the river, suggesting a forthcoming need for accommodation flexibility aligned with potential career changes if he has to move.

Commissioner Gamache inquired with the landlord's representative regarding Seth's proposal to undertake property maintenance in exchange for a reduced monthly rent. Indicating Seth's apparent willingness, Commissioner Gamache then asked Mr. Jithu if granting Seth the requested four months at \$900 per month would constitute a fair resolution for all parties involved. Mr. Jithu raised considerations regarding the post-four-month scenario, querying whether Seth intended to vacate the premises and outlining potential implications if Seth opted to remain. Seth clarified his readiness to negotiate a revised rent should he choose to extend his tenancy beyond the agreed four-month period.

Mr. Jithu consented to the proposed rate of \$900 for the initial four-month period.

Attorney Matney interjected, emphasizing the necessity for a post-four-month resolution framework.

Commissioner Haberfeld queried Mr. Jithu regarding the planned rent adjustment after the four-month period, to which Mr. Jithu indicated a proposed increase to \$1200.

Seth reiterated his history of timely rent payments and expressed continued commitment.

Commissioner Alford sought clarification regarding Seth's obligations regarding lawn care, noting discrepancies in the lease regarding lawn care provisions, particularly at the \$1200 rate. Mr. Jithu indicated a need to confirm with the landlord but suggested that lawn maintenance might not be required at the higher rate.

Subsequent deliberations ensued regarding the particulars of the complaint.

Commissioner Haberfeld proposed a resolution entailing a four-month lease at \$900, with provisions allowing Seth the flexibility to extend or terminate the lease at the conclusion of this period.

Attorney Matney sought clarity regarding the decision-making process, prompting Mr. Cohen to express a preference for a definitive decision by the commission.

Commissioner Jon reiterated the available options to the commission and emphasized the agreement reached. The proposed resolution outlined incremental rent increases from May to August, culminating in a higher rate in January.

Commissioner Brothwell advocated for a more expedited increase to the full amount.

A Motion was put forth by Commissioner Pyzinski to implement a four-month period at \$900, followed by a new lease agreement effective September 1, 2024, at \$1200 per month.

Commissioner Haberfeld proposed the inclusion of lawn care in the agreement at \$900/mo and the option for Mr. Cohen to vacate within the four-month period without penalty. The motion was seconded by Commissioner Haberfeld.

All commissioners voted in favor of the motion, with none opposed. The motion was carried.

### **Further business**

#### **14. Public participation.**

None.

#### **15. Discussion by commissioners of old business and take any action as necessary.**

None.

#### **16. Discussion by commissioners of new business and take any action as necessary.**

Councilwoman Tyler shared the Code Enforcement Meeting schedule, highlighting its occurrence on the first Wednesday of every month at 9:00 a.m. at City Hall in the Council Chambers and also shared that on the third Wednesday of every month they hold a workshop at 3:00 p.m. in the Mayor's conference room. The next workshop is currently scheduled for May 15 at 3:00 p.m. There is no zoom component for the workshop, but there is for the regular code enforcement meeting.

She underscored the significance of efficiently distributing information, particularly concerning code enforcement matters pertaining to properties under the purview of the Fair Rent Commission. Additionally, Councilwoman Tyler emphasized the accessibility of Zoom for participation in the regular Code Enforcement Meeting.

**17. Discussion by commissioners of meeting dates and agendas and take any action as necessary.**

The next Fair Rent Commission meeting will be on Wednesday, May 22, 2024 at 6:00 p.m.

**18. Adjournment.**

Motion to Adjourn by Commissioner Gamache, Seconded by Commissioner Costa at 6:51 p.m.  
All in favor, none opposed.

Respectfully Submitted,

Maria Theam  
Recording Secretary