

ATTORNEY GENERAL OF THE STATE OF NEW YORK
PLATTSBURGH REGIONAL OFFICE

In the Matter of

Assurance No. 24-095

Investigation by LETITIA JAMES,
Attorney General of the State of New York, of

11 PLATTSBURGH, LLC,
15 CHAMPLAIN, LLC, and
THOMAS LATINVILLE,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York State General Obligations Law § 7-109 and New York State Executive Law § 63(12) into Respondents’ security deposit practices in residential rental apartments. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation, and the relief agreed to by the OAG and 11 Plattsburgh, LLC, 15 Champlain, LLC, and Thomas Latinville, individually (referred to herein as “Respondents”), whether acting through their respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries. OAG and Respondents are collectively referred to herein as the “Parties.”

OAG’s FINDINGS

1. 11 Plattsburgh, LLC and 15 Champlain, LLC are New York-based real estate companies which began the business of renting apartments in 2013. Thomas Latinville and his wife, Susan Latinville, are members of both LLCs, each owning a fifty percent (50%) interest in each company. 11 Plattsburgh, LLC and 15 Champlain, LLC own and operate 41 rental buildings located in either the Town or City of Plattsburgh, in Clinton County, New York. These

properties are comprised of approximately 157 rental units. Thomas Latinville is a managing member of the LLCs.

New York State's Security Deposit Law

Escrow Requirements

2. Landlords who accept a security deposit from a tenant are required to hold the deposit in trust for the tenant and may not mingle the tenant's security deposit with the landlord's personal money or otherwise have it become the landlord's asset. N.Y. GOL § 7-103.

3. The landlord is required to provide notice to the tenant of the name and address of the bank where the security deposit is located, along with the amount deposited. *Id.* If the landlord deposits the money in an interest-bearing account, any interest accrued from the deposited security is the property of the tenant, minus a 1% administrative fee that the landlord is entitled to receive, and the interest must be applied to ongoing rent, paid on a yearly basis to the tenant, or returned when the tenant vacates the apartment. *Id.*

4. Landlords of buildings with six or more units must deposit the tenant's security deposit into an interest-bearing account in a bank within the state that pays a prevailing rate for such a deposit. *Id.*

Return of Security Deposits

5. On June 14, 2019, the Housing Stability and Tenant Protection Act created additional protections around security deposits when tenants vacate an apartment.

6. When a tenant vacates an apartment, the landlord must refund the tenant's security deposit except for "an amount lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-

payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings.” N.Y. GOL § 7-108.

7. If either party gives notice that they intend to terminate the tenancy, the landlord is required to notify their tenant in writing that the tenant has a right to have the apartment inspected before moving out where both parties are present. This notice is not required if the tenant gives less than fourteen (14) days’ notice that they are terminating the tenancy. If requested, the inspection shall occur no earlier than 2 weeks and no later than 1 week before the end of the tenancy. At the end of the inspection, the landlord must provide the tenant with an itemized statement specifying the repairs and cleaning that are the basis for any deduction from the tenant’s security deposit. The tenant has the right to cure any such conditions before the end of the tenancy. *Id.*

8. Within fourteen (14) days after the tenant has vacated the apartment, the landlord must provide the tenant with an itemized statement specifying the basis for any deduction from the tenant’s security deposit, including any repairs or cleaning. The landlord forfeits any right to retain any portion of the tenant’s security deposit if it fails to provide the itemized statement, and/or fails to return any portion of the security deposit due, within 14 days after the tenant has vacated. *Id.*

9. The landlord bears the burden of proof in showing the reasonableness of the amount retained. *Id.*

10. The Attorney General is authorized to commence a proceeding against a landlord who violates the security deposit law and may seek restitution, injunctive relief, and up to \$2000 for the cost of investigation. N.Y. GOL § 7-109.

Respondents' Failure to Comply with the General Obligations Law

11. Respondents collected security deposits from tenants, which Respondents represent were deposited into accounts segregated by LLC.

12. Since June 14, 2019, Respondents failed to strictly comply with the 2019 changes to the General Obligations Law concerning security deposit notice requirements. When receiving security deposit funds from tenants and depositing such money in a banking institution, Respondents failed to provide written notice to tenants which included the name and address of the banking organization in which the deposit of security money was made, and the amount of such deposit.

13. Since June 14, 2019, Respondents failed to strictly comply with the 2019 changes to the General Obligations Law concerning return of tenant security deposits. Respondents failed to always return tenant security deposits, or the unwithheld portions thereof, within fourteen (14) days after tenants vacated rental units. Respondents also failed to provide itemized statements to tenants indicating the basis for any portion of deposits retained. Respondents represent that they applied security deposits to last month's rent per tenants' requests, but Respondents failed to produce documentation evidencing such requests or agreements. Respondents represent that they have no record of any correspondence or other documented communication to reflect that they provided any tenants with written, itemized statements specifying the basis for any deduction from the tenant's security deposit.

14. Respondents withheld all or portions of security deposits from the list of tenants attached to this Assurance as Exhibit A. For these tenants, Respondents either did not properly or timely provide an itemized written statement specifying the basis for the deduction from the

tenant's security deposit within 14 days of the tenant vacating the apartment, or the Respondents cannot provide documentation to that effect.

15. Respondents cooperated with the OAG in its investigation.

16. OAG finds that Respondents' failure to provide written proper notices and timely return tenant security deposits were in violation of N.Y. GOL §§ 7-103 and 7-108, and Executive Law § 63(12).

17. Respondents admit the OAG's Findings, paragraphs 1 - 16 above.

18. The OAG finds that the relief and agreements contained in this Assurance are appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of N.Y. GOL §§ 7-103 and 7-108 based on the conduct described above during June 2019 through at least April 30, 2024.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

19. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of the N.Y. GOL Article 7 Title 1, and expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 18, *supra*, in addition to any other appropriate investigation, action, or proceeding, and may pursue other relief contained in this Assurance.

20. Programmatic Relief:

- a. Respondents agree to comply with the law concerning security deposits by following the policies and procedures attached as Exhibit B.

- b. Respondents will implement the relief described in this paragraph promptly and continue to implement the relief, unless the sections of the New York General Obligation Law that are the subject of this Assurance are modified.
- c. Respondents shall promptly train all applicable staff on the security deposit policies and procedures attached as Exhibit B.
 - i. All applicable new employees hired subsequent to the effective date of the Assurance shall promptly be trained on the security deposit policies and procedures attached as Exhibit B.
 - ii. Respondents shall hold yearly trainings for all applicable staff on the security deposit policies and procedures attached as Exhibit B.
- d. Acceptance of this Assurance by the OAG is not an approval or endorsement by the OAG of any of Respondents' policies, practices, or procedures, and the Respondents shall make no representation to the contrary.
- e. Pursuant to New York General Obligations Law § 7-109, Respondents, in addition to any other remedies found in this Assurance or available at law, shall pay to the State of New York, upon further investigation by the OAG, a statutory penalty of \$2000.00 for each and every non-*de minimis* default in the performance of any obligation under this paragraph if a pattern and practice of violation or gross negligence is shown by the OAG, occurring after the effective date of the Assurance.

21. Restitution

- a. Respondents will pay restitution in the amount of \$123,927.33. Respondents confirm that Exhibit A identifies all former tenants who, upon review, vacated

between June 14, 2019 and May 31, 2024 and whose security deposit Respondents retained, either in whole or in part, in violation of General Obligations Law § 7-108. Excluded from this list are tenants who settled their security deposit claims with Respondents through legal proceedings, or tenants whose security was properly retained pursuant to a court order or judgment.

- b. Respondents shall immediately notify the OAG of any tenant in Exhibit A for whom Respondents are unable to obtain a mailing address. For these tenants, Respondents will provide the OAG with their last known email address and telephone number, if available. The OAG will attempt to contact these tenants to obtain a forwarding address for Respondents and will notify Respondents of any tenant where no forwarding address can be found. If the tenant prefers the OAG to send the check, the OAG will also notify Respondents, who will promptly cooperate with such request.
- c. Within 30 days of the effective date of this Assurance, Respondents will send via first class mail to all tenants on Exhibit A for whom Respondents have mailing addresses, and who do not prefer the OAG to send the check:
 - i. A letter substantively the same as the letter attached as Exhibit C; and
 - ii. A check made out in the tenant's name for the amount of the tenant's security deposit withheld by Respondents.
- d. Beginning the month following that in which the letter and check in paragraph 21(c) are sent, and on a monthly basis thereafter, Respondents shall provide the OAG with a report identifying the tenants who received the letter and check,

together with copies of any canceled checks received by Respondents evidencing restitution payments made to tenants.

- e. Beginning the month following that in which the letter and check in paragraph 21(c) are sent, and on a monthly basis thereafter, Respondents will notify the OAG of all letters and checks that are returned as undeliverable. For these tenants, Respondents will provide the OAG with their email and telephone number, as available, and the Parties will follow the applicable procedures in paragraph 21(b). For tenants with new forwarding addresses, Respondents will comply with the requirements in paragraph 21(c) within 30 days of the OAG providing the tenant's forwarding address.
- f. After 180 days have elapsed from the date a check was issued, Respondents will notify the OAG of all checks that have not been cashed. For those tenants, Respondents will provide the OAG with their email and telephone number if not already provided, as available. The Parties will follow the applicable procedures in paragraph 21(b). For tenants with newly obtained forwarding addresses, Respondents will comply with the requirements in paragraph 21(c) within 30 days of the OAG providing the tenant's forwarding address.
- g. Within 30 days of notice by the OAG, Respondents will deliver to the OAG checks for all tenants the OAG identified as wishing the OAG to send their checks.
- h. The OAG shall provide Respondents with notice of all tenants where no forwarding address can be found. Within 30 days of that notice, Respondents shall send to the OAG payment for the cumulative amount that would have been sent to

these tenants. Said payment shall be made by attorney check, corporate or certified check, or bank draft, which shall be made payable to the "State of New York," and shall reference Assurance No. 24-~~095~~⁹⁵, and shall be addressed to the attention of AAGIC Susan Griskonis, State of New York, Office of the Attorney General, Plattsburgh Regional Office, 43 Durkee St., Suite 700, Plattsburgh, NY 12901.

22. Oversight/Monitoring:

- a. *Periodic Certification of Compliance:* The Respondents shall provide the OAG with a written, signed certification affirming its compliance with the requirements set forth in this Assurance, paragraph 20 (Programmatic Relief), to be submitted to the OAG within thirty (30) days of the effective date of this Assurance.

Thereafter, a certification of compliance shall be submitted to the OAG on an annual basis for the next three (3) years. In any case where the circumstances warrant, the OAG may require Respondents to file an interim certification of compliance upon thirty (30) days' notice. The OAG may additionally require Respondents to provide supporting documentation of compliance, including, but not limited to, lease agreements or copies of correspondence between Respondents and tenants.

- b. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this paragraph is a violation of the Assurance, and that the OAG, after providing a written notice with 30 days to cure, thereafter may commence the civil action or proceeding contemplated in paragraph 18, in addition to any other appropriate investigation, action, or proceeding, and that

evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 16, pursuant to Executive Law § 63(15).

23. Monetary Relief

- a. Respondents shall pay to the State of New York \$100,000 in penalties (the “Monetary Relief Amount”). However, based on Respondents’ cooperation in negotiating the terms of this Assurance, and in reliance on factual representations made by Respondents concerning identification of all affected tenants in buildings it owns, the OAG agrees to suspend payment of \$90,000 from said Monetary Relief Amount, provided that Respondents make a timely payment of the unsuspended balance of \$10,000 in full upon execution of this Assurance.
- b. Payments shall be made by attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York,” and shall reference Assurance No. 24-~~095~~. Payments shall be addressed to the attention of AAGIC Susan Griskonis, State of New York, Office of the Attorney General, Plattsburgh Regional Office, 43 Durkee St., Suite 700, Plattsburgh, NY 12901.
- c. Respondents’ misrepresentation of any material fact in this Assurance, including, but not limited to, Respondents’ rental properties owned and units therein, the identities of and contact information for tenants eligible for return of their security deposit, or the amount of security deposit funds due to be returned to each tenant, shall constitute a default under this Assurance and the OAG may seek the suspended amount and any other claims to which it is entitled by the Assurance or other law.

d. *Judgment by Confession.* At the time of execution of this Assurance, Respondents shall also execute an Affidavit of Judgment by Confession, pursuant to CPLR § 3218, in which Respondents confess judgment in the Monetary Relief Amount of \$100,000 in favor of the People of the State of New York, less any amounts previously paid. Upon Respondents' failure to make a timely payment pursuant to either this paragraph or paragraph 21, and failure to cure same within fourteen (14) days' notice by the OAG, the People of the State of New York will be authorized to enter judgment against Respondents for the outstanding \$90,000 owed, plus costs, interest, and late fees. Pursuant to CPLR § 3218(b), entry of judgment may be made by the OAG within three (3) years after the Affidavit is executed.

MISCELLANEOUS

Subsequent Proceedings:

24. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 32, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses to matters that are not already barred as of the effective date of this assurance are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance;

- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

25. Prior to commencing a proceeding to enforce this Assurance, the OAG will provide Respondents with written notice of the violation and an opportunity to cure within thirty (30) days.

26. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and costs.

Effects of Assurance:

27. This Assurance is not intended for use by any third party in any other proceeding.

28. This Assurance is not intended, and should not be construed, as an admission of liability by the Respondents.

29. All terms and conditions of this Assurance shall continue in full force and effect on the Respondents and upon any assignee or transferee of the properties covered by this Assurance that is wholly or partially owned and/or managed by the Respondents and/or their principals ("Successor"). Respondents shall include in the transfer to a Successor of such properties a provision that binds the Successor to the terms of this Assurance. No party to this Assurance may assign, delegate, or otherwise transfer any of its rights or obligations under this

Assurance without prior written notice to the OAG. Nothing contained herein shall be construed as to deprive Respondents or any person of any private right under the law.

30. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all the provisions of this Assurance to be performed by the Respondents.

Communications:

31. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 24-~~095~~, and shall be sent electronically, and addressed as follows:

- a. If to the Respondents, to: Thomas Latinville, Managing Member, tslat9@outlook.com, or, in his absence, to the person holding the title of Managing Member, with a copy to John B. DuCharme, jducharme@nycap.rr.com, DuCharme Clark, LLP, 646 Plank Road - Suite 204, Clifton Park, New York 12065.
- b. If to the OAG, to: Assistant Attorney General in Charge Susan Griskonis, susan.griskonis@ag.ny.gov, and Assistant Attorney General Allison Mussen, allison.mussen@ag.ny.gov. In their absence, communications shall be sent to the person holding the title of Assistant Attorney General in Charge of the Plattsburgh Regional Office.

Representations and Warranties:

32. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents directly, or through counsel, and the

OAG's own factual investigation, as set forth in Findings, paragraphs 1 – 16 above. These representations include the number of buildings owned by Respondents, the number of tenants affected by this Assurance, and the amount of security deposits withheld by Respondents. The Respondents represent and warrant that they neither directly, nor through counsel, made any material representations to the OAG that are knowingly inaccurate or misleading. If any material representations by Respondents or its counsel are later found to be knowingly inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

33. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.

34. The Respondents represent and warrant, through the signature below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that 11 Plattsburgh, LLC and 15 Champlain, LLC, by Thomas Latinville, Managing Member, as the signatory to this Assurance, is a duly authorized officer acting at the direction of 11 Plattsburgh, LLC and 15 Champlain, LLC.

General Principles:

35. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

36. Respondents agree not to take any action or to make or permit to be made any public statement creating the impression that the Assurance is without legal or factual basis.

37. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its effective date.

38. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

39. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

40. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

41. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

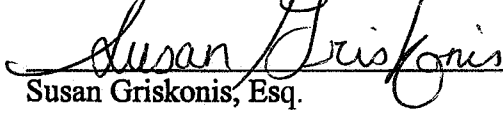
42. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

43. This Assurance may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically shall have the same legal effect as original documents, and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters

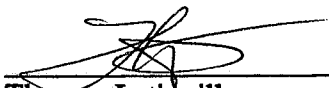
related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

44. The effective date of this Assurance shall be December 13, 2024.

LETITIA JAMES
Attorney General of the State of New York

By: 
Susan Griskonis, Esq.
Assistant Attorney General in Charge
Plattsburgh Regional Office

11 PLATTSBURGH, LLC
15 CHAMPLAIN, LLC
THOMAS LATINVILLE

By: 
Thomas Latinville
Managing Member
11 Plattsburgh, LLC and 15 Champlain, LLC

STATE OF New York)
COUNTY OF Clinton) ss.:

On the 13th day of December in the year 2024, before me personally came THOMAS LATINVILLE, to me known, who, being by me duly sworn, did depose and say that he resides in Plattsburgh, New York; that he is the managing member of 11 PLATTSBURGH, LLC and 15 CHAMPLAIN, LLC, the limited liability companies described in and which executed the above instrument.


NOTARY PUBLIC

DESIREE DENISE DASHNAW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA0027415
Qualified in Clinton County
My Commission Expires 08-01-2028

EXHIBIT A

Restitution List - Latinville				
Tenant	Property Owner	Property Address	SD Amt	Amt Withheld
Martinez	11 Plattsburgh	6 Ianelli, #101	\$800.00	\$200.00
Dashnaw & Dinnall	11 Plattsburgh	6 Ianelli, #101	\$1,100.00	\$1,100.00
Jackson	11 Plattsburgh	6 Ianelli, #201	\$800.00	\$300.00
Ross	11 Plattsburgh	16 Hartwell	\$850.00	\$850.00
Patermo	11 Plattsburgh	16 Hartwell	\$875.00	\$875.00
McDonald & Furnia	11 Plattsburgh	16 Hartwell	\$850.00	\$205.00
Rule	11 Plattsburgh	32 Lorraine, #102	\$610.00	\$610.00
Fletcher	11 Plattsburgh	32 Lorraine, #201	\$950.00	\$950.00
Mills & Bedard	11 Plattsburgh	60 Elm	\$895.00	\$895.00
Ryan	11 Plattsburgh	60 Elm	\$850.00	\$850.00
Drown, Madison	11 Plattsburgh	60 Elm	\$900.00	\$125.00
Vansant	11 Plattsburgh	62 Elm	\$875.00	\$100.00
Forrette & Clary	11 Plattsburgh	62 Elm	\$835.00	\$835.00
Brown	11 Plattsburgh	62 Brinkerhoff, #201	\$925.00	\$100.00
Satchell	11 Plattsburgh	67 Grace, #101	\$875.00	\$875.00
McCullough	11 Plattsburgh	67 Grace, #102	\$1,200.00	\$1,200.00
Neverett, Alyssa	11 Plattsburgh	67 Grace, #102	\$1,350.00	\$200.00
Stephens	11 Plattsburgh	79 Saily, #1	\$1,600.00	\$1,600.00
Bell & Merrill	11 Plattsburgh	79 Saily, #2	\$1,350.00	\$1,350.00
Fountain	11 Plattsburgh	79 Saily, #3	\$1,045.00	\$1,045.00
Davis & Connelly	11 Plattsburgh	80 Bailey, #101	\$850.00	\$850.00
Kush Tripathi	11 Plattsburgh	80 Bailey, #201	\$850.00	\$850.00
Welch	11 Plattsburgh	83 Saily, #2	\$855.00	\$855.00
Clark	11 Plattsburgh	85 Champlain	\$1,194.00	\$1,194.00
Orr	11 Plattsburgh	93 Saily, #201	\$975.00	\$100.00
Forgon & Connors	11 Plattsburgh	93 Saily, #201	\$1,020.00	\$725.00
Waterous	11 Plattsburgh	93 Saily, #201	\$1,035.00	\$300.00
Freeman	11 Plattsburgh	97 Saily, #1	\$1,175.00	\$1,175.00
Huntley	11 Plattsburgh	97 Saily, #2	\$1,150.00	\$1,150.00
Seymour, Adam	11 Plattsburgh	106 Miller, #2	\$650.00	\$650.00
Hatch	11 Plattsburgh	110 Saily, #101	\$950.00	\$100.00
Gregorie, Emily & Mashtare, Kody	11 Plattsburgh	110 Saily, #101	\$1,000.00	\$100.00
Moore	11 Plattsburgh	110 Saily, #102	\$950.00	\$950.00
Rinn	11 Plattsburgh	110 Saily, #102	\$1,000.00	\$1,000.00
Vanmoerkerque	11 Plattsburgh	110 Saily, #102	\$1,000.00	\$1,000.00
Garrand	11 Plattsburgh	130 Court, #1	\$845.00	\$845.00
Bellin & Parkinson	11 Plattsburgh	130 Court, #2	\$975.00	\$675.00
Boyer	11 Plattsburgh	130 Court, #3	\$1,000.00	\$125.00
Fountain	11 Plattsburgh	130 Court, #3	\$1,170.00	\$1,170.00
Emrich & Raymond	11 Plattsburgh	130 Court, #4	\$895.00	\$170.00
Hill	11 Plattsburgh	130 Court, #4	\$1,150.00	\$1,150.00

Furnia & Mooney	11 Plattsburgh	130 Court, #4	\$1,200.00	\$1,200.00
Stewart, Evans, & McDonald	11 Plattsburgh	5112 N. Catherine, #1	\$1,500.00	\$1,500.00
Labare	11 Plattsburgh	5112 N. Catherine, #1	\$1,500.00	\$1,500.00
Gearsbeck	11 Plattsburgh	5112 N. Catherine, #2	\$920.00	\$100.00
VanRyn & Fordyce	11 Plattsburgh	5112 N. Catherine, #3	\$800.00	\$100.00
Ebersole	11 Plattsburgh	5112 N. Catherine, #3	\$1,000.00	\$1,000.00
Timo, Michael & Salome	11 Plattsburgh	5112 N. Catherine, #3	\$1,050.00	\$1,050.00
Charles & Filosca	11 Plattsburgh	5112 N. Catherine, #4	\$875.00	\$875.00
Long	15 Champlain	2 Pike, #101	\$1,000.00	\$1,000.00
Gonzalez, Cesar	15 Champlain	2 Pike, #102	\$1,200.00	\$1,200.00
Simpson	15 Champlain	2 Pike, #102	\$1,065.00	\$1,065.00
Roberge	15 Champlain	2 Pike, #102	\$1,000.00	\$1,000.00
LeBeau	15 Champlain	2 Pike, #103	\$1,050.00	\$1,050.00
Blanding	15 Champlain	2 Pike, #103	\$1,000.00	\$100.00
Baker	15 Champlain	2 Pike, #201	\$975.00	\$975.00
Sullivann & Panetti	15 Champlain	2 Pike, #201	\$950.00	\$950.00
Cutair, Andrew/Scott	15 Champlain	4 Melody, #2	\$1,100.00	\$1,100.00
Fountain	15 Champlain	6 Palmer, #1	\$1,150.00	\$1,150.00
Ngouajo, Emile	15 Champlain	6 Palmer, #1	\$1,075.00	\$375.00
Rosario, David	15 Champlain	6 Palmer, #2	\$1,100.00	\$1,100.00
Lobdell & Avon	15 Champlain	6 Palmer, #4	\$995.00	\$995.00
Pate	15 Champlain	6 Palmer, #5	\$995.00	\$995.00
Greenwood	15 Champlain	6 Palmer, #5	\$995.00	\$995.00
Dugger	15 Champlain	6 Palmer, #5	\$950.00	\$950.00
Welch	15 Champlain	19 Macomb, #1	\$1,300.00	\$1,300.00
O'Brien	15 Champlain	19 Macomb, #1	\$1,300.00	\$1,300.00
Mousseau	15 Champlain	19 Macomb, #1	\$1,400.00	\$1,400.00
Sharp	15 Champlain	19 Macomb, #2	\$875.00	\$875.00
Beach & Cobb	15 Champlain	19 Macomb, #2	\$875.00	\$100.00
Day, Cassandra & Garvey, Megan	15 Champlain	10 Macomb, #2	\$875.00	\$100.00
Waldron	15 Champlain	10 Macomb, #3	\$800.00	\$800.00
Sousa & Perressini	15 Champlain	10 Macomb, #5	\$600.00	\$600.00
Dean	15 Champlain	10 Macomb, #7	\$795.00	\$795.00
Bergen	15 Champlain	13 Saily, #5	\$1,250.00	\$1,250.00
Lane	15 Champlain	13 Saily, #5	\$1,250.00	\$1,250.00
Rabideau & Panetti	15 Champlain	13 Saily, #6	\$1,150.00	\$100.00
Woodman	15 Champlain	13 Saily, #6	\$1,250.00	\$1,250.00
Walker	15 Champlain	13 Saily, #6	\$1,300.00	\$1,300.00
Anderson	15 Champlain	13 Saily, #7	\$950.00	\$100.00
Manor	15 Champlain	13 Saily, #8	\$950.00	\$950.00
Britto	15 Champlain	13 Saily, #8	\$875.00	\$375.00
Markwica	15 Champlain	13 Saily, #9	\$900.00	\$900.00
Moulton	15 Champlain	13 Saily, #9	\$1,200.00	\$1,200.00
Garvey & Field	15 Champlain	13 Saily, #9	\$1,200.00	\$1,200.00

Price & Greenwood	15 Champlain	13 Saily, #9	\$1,195.00	\$1,195.00
Connor & Driscoll	15 Champlain	15 Macomb, #4	\$1,300.00	\$1,300.00
Lambert, Doorey, Allen	15 Champlain	15 Macomb, #4	\$1,300.00	\$102.00
Wright & Constantine	15 Champlain	15 Macomb, #4	\$1,225.00	\$1,225.00
Sexton	15 Champlain	15 Macomb, #5	\$800.00	\$800.00
Hardy	15 Champlain	23 Elm, #301	\$995.00	\$995.00
Matthews & Nolette	15 Champlain	23 Elm, #303	\$925.00	\$925.00
Mattoon	15 Champlain	23 Elm, #304	\$925.00	\$50.00
Macdougall	15 Champlain	23 Elm, #304	\$1,025.00	\$1,025.00
Hatch	15 Champlain	23 Elm, #304	\$995.00	\$995.00
Agoney	15 Champlain	23 Elm, #305	\$1,000.00	\$175.00
Falkengren	15 Champlain	23 Elm, #306	\$925.00	\$100.00
Leabo	15 Champlain	23 Elm, #306	\$925.00	\$30.00
LaBarge	15 Champlain	23 Elm, #306	\$1,000.00	\$100.00
Shelters, Jill	15 Champlain	23 Elm, #307	\$950.00	\$950.00
Hinds	15 Champlain	23 St. Charles, #5	\$1,350.00	\$1,350.00
Sullivan, Skyler	15 Champlain	23 St. Charles, #9 (#8?)	\$1,500.00	\$1,500.00
Lindo	15 Champlain	23 St. Charles, #10	\$1,350.00	\$1,350.00
McCorry	15 Champlain	23 St. Charles, #18	\$1,275.00	\$1,275.00
Outen	15 Champlain	23 St. Charles, #19	\$1,400.00	\$1,400.00
Hackett	15 Champlain	23 St. Charles, #24	\$1,400.00	\$1,400.00
Bond	15 Champlain	46 Palmer	\$700.00	\$400.00
Gregorie, Samantha	15 Champlain	46 Palmer	\$1,250.00	\$150.00
Hope & Freeman	15 Champlain	27 Elm, #201	\$1,150.00	\$1,150.00
Hendrickson	15 Champlain	44 Elm, #2	\$1,050.00	\$1,050.00
Parker & Turan	15 Champlain	44 Elm, #4	\$1,000.00	\$125.00
Salmon	15 Champlain	54 Saily, #1	\$1,000.00	\$1,000.00
Dyer	15 Champlain	54 Saily, #2	\$975.00	\$975.00
Hogan & Christian	15 Champlain	54 Saily, #2	\$950.00	\$950.00
Sanger	15 Champlain	54 Saily, #2	\$1,025.00	\$1,025.00
Nicola	15 Champlain	54 Saily, #2	\$1,050.00	\$1,050.00
Howell	15 Champlain	56 Saily, #1	\$1,300.00	\$1,300.00
Gaine	15 Champlain	56 Saily, #2	\$750.00	\$750.00
Boutin	15 Champlain	63 Saily, #101	\$1,295.00	\$1,295.00
Durney	15 Champlain	63 Saily, #201	\$1,000.00	\$1,000.00
Blake	15 Champlain	65 Saily, #102	\$995.00	\$995.00
Sousis & Lonergan	15 Champlain	65 Saily, #202	\$1,200.00	\$1,200.00
Maynard	15 Champlain	65 Saily, #202	\$1,200.00	\$1,200.00
Bergen	15 Champlain	65 Saily, #202	\$1,250.00	\$1,250.00
McCray	15 Champlain	75 Saily, #102	\$975.00	\$975.00
Prescott & Burnell	15 Champlain	75 Saily, #103	\$975.00	\$975.00
Elder	15 Champlain	75 Saily, #104	\$975.00	\$100.00
Cassavaugh & Moisan	15 Champlain	75 Saily, #201	\$950.00	\$100.00
Rabideau & McCorry	15 Champlain	75 Saily, #201	\$1,200.00	\$1,200.00

Travers & Fagley	15 Champlain	77 Saily, #101	\$1,095.00	\$275.33
Clark & Durham	15 Champlain	77 Saily, #102	\$995.00	\$995.00
Graham	15 Champlain	77 Saily, #103	\$875.00	\$875.00
Lucia & Huntley	15 Champlain	77 Saily, #103	\$950.00	\$950.00
Rasco, Whitney	15 Champlain	77 Saily, #201	\$1,100.00	\$1,100.00
Trombley & Hewson	15 Champlain	80 Saily, #101	\$950.00	\$950.00
Hemmingway	15 Champlain	80 Saily, #102	\$950.00	\$950.00
Hewitt & Lapier	15 Champlain	80 Saily, #202	\$975.00	\$75.00
Albanese	15 Champlain	80 Saily, #202	\$995.00	\$995.00
Lama	15 Champlain	80 Saily, #202	\$995.00	\$995.00
Pombrio & Davis	15 Champlain	80 Saily, #202	\$1,000.00	\$205.00
Tamang, Shankha	15 Champlain	80 Saily, #203	\$1,200.00	\$1,200.00
Meyers	15 Champlain	97 Boynton, #2	\$820.00	\$820.00
Blaise	15 Champlain	97 Boynton, #3	\$775.00	\$775.00
Allen	15 Champlain	97 Boynton, #3	\$995.00	\$995.00
Jones	15 Champlain	97 Boynton, #4 (#3?)	\$665.00	\$665.00
Gadway	15 Champlain	97 Boynton, #5	\$750.00	\$750.00
Thomas	15 Champlain	97 Boynton, #5	\$795.00	\$795.00
Diamond	15 Champlain	13 Pine, #1	\$761.00	\$761.00
Fowler	15 Champlain	13 Pine, #2	\$750.00	\$750.00
Tanner	15 Champlain	13 Pine, #3	\$725.00	\$725.00
TOTALS			\$153,855.00	\$123,927.33

EXHIBIT B

Security Deposit Policy and Procedures.

1. Initial Security Deposit

- a. Tenant's security deposit shall be placed in a separate account, and shall not be comingled with operating expenses or Landlord's assets.
- b. In buildings with 6 or more units, Tenant's security deposit must be placed into an interest-bearing account in a bank within the state that pays a prevailing rate for such a deposit. The account owner is entitled to a 1% administration fee. Any remaining interest shall be paid to Tenant.
- c. In buildings with less than 6 units, if Tenant's security deposit is placed in an interest-bearing account, any accrued interest must be paid to Tenant, minus a 1% administration fee.
- d. Tenant shall be provided notice of the name and address of the bank where security is deposited.
- e. The amount of the security deposit can be no more than one month's rent.

2. Security Deposit Increases

- a. If monthly rent increases, Landlord may request that Tenant pay an additional sum so that the security deposit equals the current monthly rent.

3. Post Lease Signing Inspection Requirements

- a. After lease signing, but before Tenant takes possession, a "Notice of Right to Inspection" must be provided to Tenant. **See Exhibit 1.**
- b. If Tenant elects to have an inspection, the parties shall enter an "Initial Inspection Agreement" stating the condition of the apartment. **See Exhibit 2.**
- c. Landlord may not deduct from the security deposit based on any conditions listed in the "Initial Inspection Agreement" upon surrender of the apartment.

4. Surrender Inspection Requirements

- a. If Landlord terminates the tenancy, they must provide a "Notice of Right to Inspection." **See Exhibit 3.**
- b. If Tenant terminates the tenancy and provides at least two weeks' notice, Landlord must also provide a "Notice of Right to Inspection." **See Exhibit 3.**
- c. If an inspection is requested, it must be held no earlier than two weeks prior, but no later than one week before the vacate date.
 - i. If Tenant fails to provide sufficient notice, Landlord is not required to provide the inspection notice.
- d. Landlord must provide "48 Hour Notice of Inspection" in writing stating the date and time of inspection. **See Exhibit 4.**
- e. After the inspection, Landlord is to provide "Post-Inspection Proposed Repairs and Cleaning" to Tenant. **See Exhibit 5.** Landlord shall list all items that form the basis for deductions, and Tenant is given an opportunity to cure.

5. Security Deposit Return/Deduction Procedures

- a. Within 14 days of Tenant vacating the apartment, Landlord will provide a "Fourteen Day Notice: Statement of Security Deduction." **See Exhibit 6.** The statement will

indicate the basis and amount for deductions for the security deposit, including the application of any portion of the security deposit to outstanding or last month's rent. Any remaining amount must be returned to the tenant. Landlord has the obligation to provide the "Fourteen Day Notice" regardless of whether an inspection is conducted pursuant to Paragraph 4.

- b. Failure to provide the statement and/or return the deposit within 14 days will result in Landlord forfeiting any rights to retain any portion of the security deposit.

6. Form of Notice

- a. Notices and agreements contained in these policies and procedures may be sent in electronic format if Lease Agreement so stipulates.

Exhibit 1

NOTICE OF RIGHT TO INSPECTION

Upon signing your initial lease, you are afforded the opportunity to inspect the apartment with the landlord/landlord agent to determine the condition of the property.

To schedule an inspection, you may contact _____.

Dated: _____, 20__

Tenant: _____

By:

Exhibit 2

Post Lease Signing Inspection Agreement

It is hereby agreed, by and between Landlord _____, with a business address of _____, and Tenant(s) _____, who has executed a lease for Apartment _____ at _____, that:

1. A post lease signing inspection of the premises was conducted on _____;
2. The tenant(s) had an opportunity to fully inspect each and every room in the subject premises and (check one that applies):
 - a. That there are no conditions, defects or damages
 - b. That there are conditions, defects or damages
3. The parties agree the following conditions, defects or damages existed on the inspection date:

Dated: _____, 20__

Landlord
BY:

Tenant
BY:

Exhibit 3

NOTICE OF RIGHT TO INSPECTION

You are entitled to request an inspection of your apartment to take place no earlier than two weeks and no later than one week before vacating the premises. You have the right to be present at the inspection.

If you wish for an inspection to be conducted, please contact management at:

_____.

You will be advised of the date and time 48 hours prior to the inspection.

Exhibit 4

48 HOUR NOTICE OF INSPECTION

Please be advised that the surrender inspection shall place on:

_____, 20____

Between: ____ : ____ AM/PM and ____ : ____ AM/PM

This Notice was provided to you by _____.

Exhibit 5

POST-INSPECTION PROPOSED REPAIRS AND CLEANING

1. An inspection of the premises was conducted on _____, 20____;

2. During your surrender inspection, the following conditions, repairs or cleanings are proposed to be the basis for deductions from the tenant's security deposit. This shall serve as your notice to cure these conditions prior to the end of your tenancy.

IN ORDER FOR THE LANDLORD TO RETURN ANY PORTION OF YOUR SECURITY DEPOSIT TO WHICH YOU MAY BE ENTITLED, YOU MUST PROVIDE A FORWARDING ADDRESS

Landlord
BY:

Exhibit 6

FOURTEEN DAY NOTICE: STATEMENT OF SECURITY DEDUCTION

1. The total amount of security held by the landlord was: \$ _____.

2. The following are the basis for the deposit amount retained by the landlord:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

Following deductions, the amount to be returned to you is: \$ _____

Dated: _____, 20____

Landlord
BY:

EXHIBIT C

Dear [Name of tenant],

11 Plattsburgh, LLC and 15 Champlain, LLC have entered into a settlement with the New York State Office of the Attorney General (the OAG) to return the security deposit that was retained when you moved out of [address of tenant apartment] on [date tenant moved out]. According to our records, we retained \$[amount retained] of the security deposit you provided when you initially rented your apartment. Enclosed please find a check for \$[amount retained]. If your entire security deposit was retained, this amount should be the entire amount you provided us as a security deposit. If only a portion of your security deposit was retained, this amount should equal the difference between the full amount of your security deposit, and the amount that we returned to you after you moved out.

This payment does not constitute a waiver or settlement of any rights, outside of security, the Landlord may have as to the tenancy, including rent.

Should you have immediate questions, please call [Landlord's Managing Agent] at _____ and ask to speak with _____ about this Notice.

[Landlord]