

BARDENWERPER, TALBOTT & ROBERTS, PLLC

ATTORNEYS AT LAW

BUILDING INDUSTRY ASSOCIATION OF GREATER LOUISVILLE BLDG • 1000 N. HURSTBOURNE PARKWAY • SECOND FLOOR • LOUISVILLE, KENTUCKY 40223
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March 6, 2023

Case Manager
Louisville Metro Planning & Design Services
444 S. 5th Street, 3rd Floor
Louisville, KY 40202

Re: Appeal of Notice of Violation on property located at 8605 Burlingame Court

Dear Case Manager:

We are herewith filing an Appeal for the above referenced Notice of Violation.

This is an appeal of the February 10, 2023, Zoning Enforcement Notice of Violation in case # ENF-ZON-23-000135-2 (“NOV”) for the property at 8605 Burlingame Court (the “Property”) owned by Daniel Most (“Owner”). The NOV asserts that the Owner’s lease and use of the Property constitutes a “Boarding and Lodging House” necessitating a Conditional Use Permit.

As correctly stated in the NOV, all tenants are currently renting for over 30 days and thus are not short-term rentals. The NOV incorrectly states, however, that the tenants do not rent the entire house and thus do not meet the definition of a housekeeping unit as defined in the Land Development Code.

Tenants rent a specific bed and do have access to the rest of the house. This arrangement is the same as student housing developments at the University of Louisville. The Property has three bathrooms and any tenant can use any bathroom they desire.

With the above arrangement, the tenants are living as a “family” as defined in the Louisville Metro Land Development Code, being *“One (1) or more persons occupying premises and living as one (1) housekeeping unit.”*

This is contrasted with a Boarding House, which is *“A dwelling unit in which a room(s) is rented to a Boarder(s) who is not a member of the Family for compensation.”*. If the tenants only rented the room, not the entire house and ability to use all areas, such as the kitchen, garage, and any bathroom, then this definition would be applicable. However, it is not.

This situation also meets the definition of a single “Dwelling Unit” being a *“single room or two (2) or more connected rooms used exclusively as a single unit and intended for occupancy for no less than 30 consecutive days or more by one (1) Family, and providing complete, independent living facilities (which at a minimum includes permanent provisions for living, sleeping, eating, cooking, and sanitation which are accessed independently).”*

To the extent the confusion was created by the particular way the existing leases were written, the Owner proposes to replace same with the lease attached hereto as an Exhibit confirming the tenants rent the Property and have access to the entire property.

We look forward to answering any questions you may have regarding this appeal.

Many thanks.

Sincerely,

Nicholas R. Pregliasco



Louisville Metro Government
Develop Louisville
Office of Planning & Design Services
444 S. 5th Street, Louisville, KY 40202

Page 1 of 2

02/10/2023
5:00 PM

Owner:

Daniel J Most
17015 Piton Way
Louisville KY 40245-5463

Interested Party:

Current Occupant
8605 Burlingame Court
Louisville KY 40219

Subject Property:

Zoning Enforcement Case:

Inspection Date:

Inspection Time:

8605 Burlingame Court

ENF-ZON-23-000135-2 Visit #2

02/09/2023

1:00 PM

**ZONING ENFORCEMENT
NOTICE OF VIOLATION – LAND DEVELOPMENT CODE**

Following a complaint, your property was inspected on 02/09/2023. As observed during the inspection and/or discovered through subsequent investigation, a violation(s) exists that requires your immediate attention.

You must immediately stop using this property in violation of the Land Development Code. Please contact the Office of Planning & Design Services to determine what steps must be taken to remedy the violation(s). Failure to comply with this Notice may result in a Citation and fine. Any person or entity that violates any provision of the Land Development Code shall be fined not less than \$10 nor more than \$500 for each violation. Each day of violation constitutes a separate offense.

If you disagree with this Notice, you may file an appeal to the Board of Zoning Adjustment (BOZA). Appeals must be filed within thirty (30) days of the date of this Notice. BOZA appeal forms are available at the Office of Planning & Design Services or online at <https://louisvilleky.gov/government/planning-design>.

A zoning enforcement officer will re-inspect the property to determine if you have complied with this Notice. Should you have any questions, please email or call me at the number below.

Alicia Pedreira
Inspector / Zoning Enforcement Officer
(502) 424-2342
Alicia.Pedreira@louisvilleky.gov

If you are not the owner of this property, you have been sent a copy of this Notice as an interested party.

Zoning Enforcement Case: ENF-ZON-23-000135-2 Visit #2

ZV_017 Conditional Use Permit Required (Boarding And Loading House)

- Boarding and lodging houses may be allowed in the R-R, R-E, R-1, R-2, R-3, R-4, R-5, R-6, R-7, and R-8A zoning districts only upon the granting of a Conditional Use Permit (CUP) and compliance with the listed requirements. Certain land uses due to their extent, nature of operation, limited application, or relationship to natural resources are considered as exceptional cases. The uses may be permitted in certain districts by Conditional Use Permit (CUP) following a public hearing before the Board of Zoning Adjustment provided such uses will not have an adverse effect on neighboring property, are not in conflict with the goals and plan elements of the Comprehensive Plan, the proposed uses are essential to or will promote the public health, safety, and the general welfare in one or more zones, and are in compliance with the listed standards and requirements. (Louisville Metro Land Development Code Chapter 4 Part 2)

Inspector Comments:

- Inspected, owner Daniel Most allowed an internal inspection. He provided the individual leases for his current tenants and past payment receipts. Photos of leases are under the document tab.
- Although all 5 people currently are renting for over 30 days, they all have individual leases. Tenants do not rent the entire house; they rent a bed in a shared room and share the common areas with other tenants. They do not have their own private room, and some rooms do not have a private bathroom, so those tenants share a common area bathroom. This arrangement does not meet the definition of a house keeping unit. A Conditional Use Permit (CUP) is required.
- For further information regarding Conditional Use Permit (CUP) for Boarding and Lodging Houses please contact the Louisville Metro Office of Planning & Design Services by dialing (502) 574-6230, or by visiting us during business hours at 444 South 5th Street, Louisville, KY 40202 Suite 300.

Responsible:

- Owner

Subject violation needs to be in compliance to avoid penalties and/or court action.

Residential Rental Agreement
8605 Burlingame Ct. Louisville, KY 40245
Louisville Crash Pads LLC

1. **Landlord and Tenant** This agreement is between, _____** (Tenant) and Louisville Crash pads, LLC (Landlord). Landlord /Tenant acknowledges and agrees to a maximum of 8 tenant roommates on the premises. Each Tenant is individually liable for the payment of their portion of rent and performance of this Agreement.
2. **Premises** Subject to the terms and conditions in this Agreement, Landlord rents to Tenants(s) and Tenant(s) rents from Landlord, for residential purposes only, the premises located at 8605 Burlingame Ct. Louisville, KY 40215 which is being rented fully furnished with stove, microwave, dishwasher, refrigerator, washer, dryer, television, kitchen table, sofa/chairs, tables, beds, dressers, mattresses, and other miscellaneous furnishings.
3. **Limits of Use and Occupancy** The premises are to be used only as a private residence for the Tenant listed above only. No other occupants (except tenants ** listed on this agreement) including pets are permitted. Tenant agrees that any part of the premises cannot be sublet or this Agreement assigned without the prior written consent of the Landlord.
4. **Term of Rental** The rental will begin on **March 1st, 2023** and continue for six full months ending at the end of the month of **31 August 2023**. After this term ends, the rental will automatically continue on a month-to-month basis and the Tenant may terminate the rental agreement by giving the Landlord 30 (thirty) days written notice to Landlord. After the initial six-month term, Landlord may also terminate the rental agreement or modify the terms of this agreement by giving 30 (thirty) day's notice to the Tenant at the address, Email and/or cell number (text) provided below.
5. **Rent** Tenant will pay to Landlord a monthly rent of \$3,600.00 (Three thousand Six Hundred dollars) for eight tenants or \$450/month each, payable on or before the first day of each month. Rent will be payable to Louisville Crash-pads LLC. At the address given at the end of the Agreement or as agreed upon as follows: Venmo/ Zelle / Cash-app. Prorated first month's rent for the period from Tenants' move-in date of _____ through the end of the first month is \$_____. This amount will be paid to the Landlord on or before the Tenant moves in.
6. **Late Charges** If Tenant fails to pay the rent in full before the end of the 5th day after it is due, Tenant agrees to pay a \$25 late charge. Landlord does not waive the right to insist on payment in full on the date it is due. If any check offered in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, ad stop payment, or any other reason, Tenant will pay Landlord a Returned Check Charge of \$15.00.
7. **Security Deposit** On signing this Agreement, Tenant will pay to Landlord the sum of \$3,600 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises and returned keys,

Landlord will return the deposit in full or give Tenant an itemized written statement of damages and deductions.

- 8. Utilities and Services** Landlord will pay all utility charges consisting of electricity, gas, water, sewer, and trash collection, plus internet/ Wi-Fi. Tenant acknowledges Landlord's request to conserve utility usage when the premises are vacant, such as reduced heating/ air conditioning thermostat level settings.
- 9. Maintenance Responsibilities** Tenant's responsibilities include keeping the premises clean, sanitary, and in good condition, and to remove any decomposing trash to the outside trash can upon leaving the premises, and to immediately notify Landlord of any defects or dangerous condition in and about the premises of which Tenant becomes aware. Landlord agrees to provide lawn maintenance service (cutting the grass and trimming) during active lawn growing season, generally mid-April to mid-October.
- 10. Repairs and Alterations** Tenant will not make any alterations to the premises unless done in an emergency situation whereby Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks. Cost to Tenant to replace a set of lost house door keys is \$8.
- 11. Right to Access** Landlord or Landlord's agent may enter the premises to make repairs, improvements, conduct an annual inspection to check for safety or maintenance problems, or show the premises to prospective Tenants. Landlord shall give Tenant 48 hour's notice before entering unless the premises are vacant of all Tenants.
- 12. Court Costs, Eviction, Debt Collection, and Disclosures** In any action or legal proceedings to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees, certified mail and return receipt requested fees whether or not the eviction is carried through to final judgment. Tenant acknowledges that the Landlord discloses the based on the age of the home, environmental lead-based paint may have been originally used in or on the premises.
- 13. Validity of Each Part and Entire Agreement** If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement. The document constitutes the entire Agreement between the parties, and no promises or representations, other than those here and those implied by law, have been made by the Landlord or Tenant. Any modifications to this Agreement must be in writing and signed by Landlord and Tenant.
- 14. Notifications** Tenant has provided the following address, Email, or Mobile Phone to receive communications from Landlord

- 15. Other Provisions:** Landlord acknowledges \$3,600.00 security deposit paid in full.

Date	Tenant:	Date	Landlord: Louisville Crash pads LLC
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Name

Signature

Tenant #2 _____

Tenant #3 _____

Tenant #4 _____

Tenant #5 _____

Tenant #6 _____

Tenant #7 _____

Tenant #8 _____