

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

H.540

Introduced by Representative Townsend of South Burlington

Referred to Committee on

Date:

Subject: Commerce and trade; residential rental agreements; evictions

Statement of purpose of bill as introduced: This bill proposes to require that an individual may not be evicted from a rented dwelling unit without good cause.

An act relating to residential rental agreements

It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. 9 V.S.A. § 4467 is amended to read:

§ 4467. TERMINATION OF TENANCY; NOTICE

(a) A landlord may terminate a tenancy for any good cause set forth in section 4467a of this chapter as follows:

(1) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not

1 constitute a waiver of the landlord's remedies for nonpayment of rent or an
2 accord and satisfaction for nonpayment of rent.

3 ~~(b)~~(2) Termination for breach of rental agreement.

4 ~~(1)~~(A) The landlord may terminate a tenancy for failure of the tenant
5 to comply with a material term of the rental agreement or with obligations
6 imposed under this chapter by actual notice given to the tenant at least 30 days
7 prior to the termination date specified in the notice.

8 ~~(2)~~(B) When termination is based on criminal activity, illegal drug
9 activity, or acts of violence, any of which threaten the health or safety of other
10 residents, the landlord may terminate the tenancy by providing actual notice to
11 the tenant of the date on which the tenancy will terminate which shall be at
12 least 14 days from the date of the actual notice.

13 ~~(e)~~(3) Termination for ~~no~~ other good cause. In the absence of a written
14 rental agreement, the landlord may terminate a tenancy for ~~no~~ any other good
15 cause set forth in section 4467a of this chapter as follows:

16 ~~(1)~~(A) If rent is payable on a monthly basis, by providing actual
17 notice to the tenant of the cause for termination and the date on which the
18 tenancy will terminate, which shall be:

19 ~~(A)~~(i) for tenants who have resided continuously in the same
20 premises for two years or less, at least 60 days after the date of the actual
21 notice; or

1 ~~(B)~~(ii) for tenants who have resided continuously in the same
2 premises for more than two years, at least 90 days after the date of the actual
3 notice.

4 ~~(2)~~(B) If rent is payable on a weekly basis, by providing actual notice
5 to the tenant of the cause for termination and the date on which the tenancy
6 will terminate, which shall be at least 21 days after the date of the actual
7 notice.

8 ~~(d)~~(4) Termination of rental agreement when property is sold. In the
9 absence of a written rental agreement a landlord who has contracted to sell the
10 building may terminate a tenancy by providing actual notice to the tenant of
11 the date on which the tenancy will terminate, which shall be at least 30 days
12 after the date of the actual notice.

13 ~~(e)~~(5) Termination for ~~no~~ other good cause under terms of written rental
14 agreement. If there is a written rental agreement, the notice to terminate for ~~no~~
15 any other good cause set forth in section 4467a of this chapter shall be at least
16 30 days before the end or expiration of the stated term of the rental agreement
17 if the tenancy has continued for two years or less. The notice to terminate for
18 ~~no~~ other good cause shall be at least 60 days before the end or expiration of the
19 term of the rental agreement if the tenancy has continued for more than two
20 years. If there is a written week-to-week rental agreement, the notice to
21 terminate for ~~no~~ other good cause shall be at least seven days; however, a

1 notice to terminate for nonpayment of rent shall be as provided in ~~subsection~~
2 subdivision (a)(1) of this section. In all instances, the notice to terminate shall
3 state the cause for termination or nonrenewal of the rental agreement.

4 ~~(f)(6)~~ In all cases the termination date shall be specifically stated in the
5 notice.

6 ~~(g)(7)~~ If the building is being converted to condominiums, notice shall
7 be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

8 ~~(h)(b)~~ A rental arrangement whereby a person rents to another individual
9 one or more rooms in his or her personal residence that includes the shared use
10 of any of the common living spaces, such as the living room, kitchen, or
11 bathroom, may be terminated by either party by providing actual notice to the
12 other of the date the rental agreement shall terminate, which shall be at least
13 15 days after the date of actual notice if the rent is payable monthly and at least
14 seven days after the date of actual notice if the rent is payable weekly.

15 ~~(i)(c)~~ Multiple notices. All actual notices that are in compliance with this
16 section shall not invalidate any other actual notice and shall be a valid basis for
17 commencing and maintaining an action for possession pursuant to this chapter,
18 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169,
19 notwithstanding that the notices may be based on different or unrelated
20 grounds, dates of termination, or that the notices are sent at different times
21 prior to or during an ejectment action. A landlord may maintain an ejectment

1 action and rely on as many grounds for ejectment as are allowed by law at any
2 time during the eviction process.

3 ~~(j)~~(d)(1) A landlord's acceptance of full or partial rent payment by or on
4 behalf of a tenant after the termination of the tenancy for reasons other than
5 nonpayment of rent or at any time during the ejectment action shall not result
6 in the dismissal of an ejectment action or constitute a waiver of the landlord's
7 remedies to proceed with an eviction action based on any of the following:

8 (A) the tenant's breach of the terms of a rental agreement pursuant to
9 ~~subsection (b)~~ subdivision (a)(2) of this section;

10 (B) the tenant's breach of the tenant's obligations pursuant to
11 subsections 4456(a), (b), and (c) of this title; ~~or~~

12 (C) the landlord's sale of the property pursuant to subdivision (a)(4)
13 of this section;

14 (D) for other good cause pursuant to subdivisions (a)(3) and (a)(5) of
15 this section; or

16 (E) for no cause pursuant to ~~subsections (c), (d), (e), and (h)~~
17 subsection (b) of this section.

18 (2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A.
19 chapter 14, and 12 V.S.A. chapter 169.

1 ~~(k)~~(e) A notice to terminate a tenancy shall be insufficient to support a
2 judgment of eviction unless the proceeding is commenced no later than
3 60 days from the termination date set forth in the notice.

4 Sec. 2. 9 V.S.A. § 4467a is added to read:

5 § 4467a. TERMINATION OF TENANCY; GOOD CAUSE

6 (a) A landlord may only terminate a tenancy pursuant to subsection 4467(a)
7 of this chapter for good cause.

8 (b) As used in this section, “good cause” means:

9 (1) the tenant fails to pay the rent due;

10 (2) the tenant fails to comply with a material term of the rental
11 agreement;

12 (3) the tenant fails to comply with obligations imposed by this chapter;

13 (4) the tenant engages in criminal activity, illegal drug activity, or acts
14 of violence, any of which threaten the health or safety of other residents;

15 (5) the landlord has contracted to sell the building in which the dwelling
16 unit is located;

17 (6) the building in which the dwelling unit is located is being converted
18 to condominiums in accordance with 27 V.S.A. chapter 15, subchapter 2;

19 (7) the tenant violates the landlord’s rules governing the use of the
20 premises, provided that:

1 (A) the rules are reasonable and have been accepted in writing by the
2 tenant or made a part of the rental agreement at the beginning of the rental
3 agreement's term; and

4 (B) the landlord has provided the tenant with actual notice of the
5 violation and the tenant has failed to cure the violation within a reasonable
6 period of time stated in the notice, which shall not be less than seven calendar
7 days;

8 (8) the landlord seeks to permanently discontinue the use of the building
9 in which the dwelling unit is located for residential purposes;

10 (9) the landlord proposes, at the end or expiration of the term of the
11 rental agreement, to make reasonable changes to the terms and conditions of
12 the rental agreement and the tenant refuses to accept the changes;

13 (10) the tenancy is conditioned upon the tenant's employment by the
14 landlord and the tenant's employment is being terminated; or

15 (11) the landlord seeks to recover possession of the dwelling unit for his
16 or her personal use and occupation as a dwelling.

17 Sec. 3. 9 V.S.A. § 4465 is amended to read:

18 § 4465. RETALIATORY CONDUCT PROHIBITED

19 (a) A landlord of a residential dwelling unit may not retaliate by
20 establishing or changing terms of a rental agreement, by terminating or failing

1 to renew a rental agreement, or by bringing or threatening to bring an action
2 against a tenant who:

3 (1) has complained to a governmental agency charged with
4 responsibility for enforcement of a building, housing, or health regulation of a
5 violation applicable to the premises materially affecting health and safety;

6 (2) has complained to the landlord of a violation of this chapter; or

7 (3) has organized or become a member of a tenant's union or similar
8 organization.

9 * * *

10 Sec. 4. LEGISLATIVE COUNCIL; STATUTORY REVISION

11 The Office of Legislative Council, in its statutory revision capacity under
12 2 V.S.A. § 424, is directed to make such amendments to the statutes as are
13 necessary to correct any cross-references to 9 V.S.A. § 4467 in accordance
14 with the provisions of Sec. 1 of this act.

15 Sec. 5. EFFECTIVE DATE

16 This act shall take effect on July 1, 2016.