

§ 4456b. SUBLEASES; LANDLORD AND TENANT RIGHTS AND OBLIGATIONS

(a)(1) A landlord may condition or prohibit subleasing a dwelling unit under the terms of a written rental agreement, and may require a tenant to provide actual notice of the name and contact information of any sublessee occupying the dwelling unit.

(2) If the terms of a written rental agreement prohibit subleasing the dwelling unit, the landlord or tenant may commence an ejectment action against a person who is not a tenant and who is occupying the dwelling unit without right or permission pursuant to Title 12, Chapter 169 (or 12 VSA §4761(b) and 12 VSA 4853b ) ~~give a person who is not a tenant and is occupying the dwelling unit without right or permission notice against trespass pursuant to 13 V.S.A. § 3705(a).~~

This subdivision (2) shall not be construed to limit the rights and remedies available to a landlord pursuant to this chapter.

(b) In the absence of a written rental agreement, a tenant shall provide the landlord with actual notice of the name and contact information of any sublessee occupying the dwelling unit.

12 V.S.A. § 4761. WHEN MAINTAINABLE; PARTIES

(a) A person having claim to the seisin or possession of lands, tenements or hereditaments shall have an action of ejectment, according to the nature of the case, which shall be brought as well against the landlord, if any, as against the tenant in possession of the premises or unlawful occupant as defined by 9 VSA Section 4456b; and, if otherwise brought, on motion, the same shall be abated. Tenants in common of lands may join in an action concerning their common interest in such lands.

~~(b) A person having claim to the seisin or possession of lands, tenements or hereditaments shall have an action of ejectment according to the nature of the case as well against an unlawful occupant who enters into and remains in possession of land, building or a dwelling unit without legal right as defined by 9 V.S.A. Section 4456b, without a rental agreement and without the permission of the property owner or lawful occupant in possession.~~

12 V.S.A. § 4774. EJECTMENT FOR UNLAWFUL OCCUPANCY

In actions of ejectment for unlawful occupancy, the plaintiff shall provide actual notice of ejectment or termination of occupancy which shall be at least 14 days after the date of the actual notice. Before final judgment, if the defendant in such action provides evidence of entry

to the property pursuant to a rental agreement, a sublease agreement, or with permission of the owner, agent, or lawful occupant of the dwelling unit such action shall be discontinued.

-Angela's comments - Sections 1, 2 and 3 of the bill already exclude this person from Title 9, so why the notice provision as though it were a Title 9, Chapter 137 termination notice issue?

12 V.S.A. § 4853a. PAYMENT OF RENT INTO COURT; UNLAWFUL OCCUPANCY; EXPEDITED HEARING

12 V.S.A. § 4853b. UNLAWFUL OCCUPANCY

~~(b)~~ In any action of ejection against an unlawful occupant as defined by Title 9, Chapter 137, the owner, agent, or lawful occupant of the dwelling unit may file a motion for an order for immediate writ of possession. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion. Defendant shall have 10 days to respond to the motion. The motion shall be denied and the court shall set for a hearing on ten days notice to the parties if the defendant submits an affidavit or written signed statement testimony or a written filing raising a genuine dispute as to whether the defendant is an unlawful occupant pursuant to 9 V.S.A. Section 4456b. If motion is granted, the court shall issue plaintiff a writ of possession pursuant to 12 V.S.A. Section 4854.