

VERMONT LEGAL AID, INC.

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March 8, 2016

Senate Economic Development, Housing & General Affairs Committee
Sen. Kevin Mullin, Chairman
Statehouse
115 State Street
Montpelier, VT 05602

Dear Sen. Mullin and Members of the Committee,

Thank you for inviting testimony on S.257, an act relating to residential rental agreements. For the most part, the provisions of Title 9 governing landlord-tenant relations represent a reasonable balance between the parties. The statute has been amended several times over the last several years. As a practical matter, Vermont Legal Aid welcomes attempts to clarify the statute to ensure the rights and responsibilities of the parties are observed and enforced. As currently composed, however, we oppose S.257 because it is overbroad and would likely lead to confusion about the application of the law resulting in unintended consequences for both landlords and tenants.

It appears the current bill is designed to resolve two different issues: one relates to subleasing arrangements. Presumably the legislature does not wish to impinge on the right of contract where it works well for all parties. The second presumably relates to "squatters" who occupy a premises without consent of either the landlord or the tenant. Legal Aid is concerned that the current version of the bill does not adequately protect the right of parties to sublease where it is appropriate and warranted. And, the exclusionary language of section 2 is likely to lead to confusion about who has a legitimate right to occupancy if adopted. A clearer way to proceed might simply be to ensure that landlords receive notice of a subleasing agreement, and to create a definition of squatters who occupy without right and without consent of the landlord or tenant. However, it would be important to recognize that acceptance of rent paid constitutes consent and/or a right to occupancy. Many landlord-tenant agreements are entirely oral or informal and tenants should not be prejudiced simply because no written contract exists. If a landlord accepts rent, it is a form of consent to occupancy.

I'm sure your committee is aware there are housing bills, including landlord-tenant bills pending in the House. After consulting with advocates for landlords (Angela Zaikowski, Esq. of

Vermont Apartment Owners, Inc., and Chris Rice, Esq. who represents them in the legislature) about this bill and others we are of the opinion that rather than attempting to pass a series of landlord-tenant bills individually that the provisions of Title 9 are better reviewed as part of a continuum, or whole. All parties would benefit from a task force or study group to more thoroughly review the statute and provide the legislature with a comprehensive review of clarifications or improvements that would meet the needs of both landlords and tenants.

In light of recent changes already made to Title 9 over the last several years, while recognizing the legislature's interest in continuing to clarify aspects of the law, Vermont Legal Aid recommends, and would gladly participate in, a task force composed of landlord and tenant advocates to provide the legislature with a thorough review of the statute, provide you with data about the evictions process, consider the impacts on the judiciary and provide recommendations for your review.

Thank you for your consideration.

Sincerely,



Christopher J. Curtis
Staff Attorney
Vermont Legal Aid, Inc.

cc: Rep. Helen Head, Chairwoman, House Committee on General and Military Affairs
Angus Chaney, Director of Housing, Agency of Human Services