

1 H.403

2 Introduced by Representative Christie of Hartford

3 Referred to Committee on

4 Date:

5 Subject: Housing; landlord and tenant

6 Statement of purpose of bill as introduced: This bill proposes to prohibit no
7 cause evictions.

8 An act relating to prohibiting no cause evictions

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

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

11 § 4467. TERMINATION OF TENANCY; NOTICE

12 (a) Termination for nonpayment of rent. The landlord may terminate a
13 tenancy for nonpayment of rent by providing actual notice to the tenant of the
14 date on which the tenancy will terminate, which shall be at least 14 days after
15 the date of the actual notice. The rental agreement shall not terminate if the
16 tenant pays or tenders rent due through the end of the rental period in which
17 payment is made or tendered. Acceptance of partial payment of rent shall not
18 constitute a waiver of the landlord's remedies for nonpayment of rent or an
19 accord and satisfaction for nonpayment of rent.

20 (b) Termination for breach of rental agreement.

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

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

10 (c) Termination for no cause prohibited. ~~In the absence of a written rental~~
11 ~~agreement, the landlord may terminate a tenancy for no cause as follows:~~

12 ~~(1) If rent is payable on a monthly basis, by providing actual notice to~~
13 ~~the tenant of the date on which the tenancy will terminate, which shall be:~~

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

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

18 ~~(2) If rent is payable on a weekly basis, by providing actual notice to the~~
19 ~~tenant of the date on which the tenancy will terminate, which shall be at least~~
20 ~~21 days after the date of the actual notice. A landlord shall not terminate a~~
21 ~~tenancy or refuse to renew a lease agreement without cause.~~

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

6 (e) ~~Termination for no cause under terms of written rental agreement. If~~
7 ~~there is a written rental agreement, the notice to terminate for no cause shall be~~
8 ~~at least 30 days before the end or expiration of the stated term of the rental~~
9 ~~agreement if the tenancy has continued for two years or less. The notice to~~
10 ~~terminate for no cause shall be at least 60 days before the end or expiration of~~
11 ~~the term of the rental agreement if the tenancy has continued for more than two~~
12 ~~years. If there is a written week to week rental agreement, the notice to~~
13 ~~terminate for no cause shall be at least seven days; however, a notice to~~
14 ~~terminate for nonpayment of rent shall be as provided in subsection (a) of this~~
15 ~~section. [Repealed.]~~

16 * * *

17 Sec. 2. EFFECTIVE DATE

18 This act shall take effect on July 1, 2021.