

1 H.301

2 Introduced by Representative Troiano of Stannard

3 Referred to Committee on

4 Date:

5 Subject: Housing; consumer protection

6 Statement of purpose of bill as introduced: This bill proposes to provide
7 protections to tenants against no-cause evictions.

8 An act relating to providing protections against no-cause eviction

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

10 Sec. 1. FINDINGS

11 The General Assembly finds:

12 (1) Vermont's vacancy rates are among the lowest in the nation and
13 have dropped from seven percent in 2010 to 3.4 percent by 2019. Burlington's
14 vacancy rate dropped to 1.1 percent as of December 2020. A rental market is
15 considered healthy if the vacancy rate is four to six percent.

16 (2) Vermont renters are subject to eviction at approximately the same
17 rate as prepandemic, but now nearly 50 percent of cases included a claim for
18 no cause, leaving the tenant no defense to the eviction. In the past, only
19 18 percent of evictions were for no cause; 70 percent were for nonpayment of
20 rent only.

1 payment is made or tendered. Acceptance of partial payment of rent shall not
2 constitute a waiver of the landlord's remedies for nonpayment of rent or an
3 accord and satisfaction for nonpayment of rent.

4 (b) Termination for breach of rental agreement.

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

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

14 (c) Termination for no cause. In the absence of a written rental agreement,
15 subject to subdivision (3) of this subsection, the landlord may terminate a
16 tenancy for no cause as follows:

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

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

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

3 (2) If rent is payable on a weekly basis, by providing actual notice to the
4 tenant of the date on which the tenancy will terminate, which shall be at least
5 21 days after the date of the actual notice.

6 (3) This subsection applies only in the following circumstances:

7 (A) The rental unit is one of a two-unit or three-unit owner-occupied
8 building.

9 (B) The rental unit requires renovations that exceed 50 percent of the
10 rental unit's value to become or remain habitable, provided that the tenant shall
11 have the right of first refusal to reoccupy the unit at market rate following
12 renovations.

13 (d) Termination of rental agreement when property is sold. In the absence
14 of a written rental agreement a landlord who has contracted to sell the building
15 may terminate a tenancy by providing actual notice to the tenant of the date on
16 which the tenancy will terminate, which shall be at least ~~30 days~~ three months
17 after the date of the actual notice.

18 (e) Termination for no cause under terms of written rental agreement.

19 Subject to subdivision (2) of this subsection:

20 (1) If there is a written rental agreement, the notice to terminate for no
21 cause shall be at least 30 days before the end or expiration of the stated term of

1 the rental agreement if the tenancy has continued for two years or less. The
2 notice to terminate for no cause shall be at least 60 days before the end or
3 expiration of the term of the rental agreement if the tenancy has continued for
4 more than two years. If there is a written week-to-week rental agreement, the
5 notice to terminate for no cause shall be at least seven days; however, a notice
6 to terminate for nonpayment of rent shall be as provided in subsection (a) of
7 this section.

8 (2) This subsection applies only in the following circumstances:

9 (A) The rental unit is one of a two-unit or three-unit owner-occupied
10 building.

11 (B) The rental unit requires renovations that exceed 50 percent of the
12 rental unit's value to become or remain habitable.

13 (f) Termination ~~date~~ without just cause prohibited. ~~In all cases, the~~
14 ~~termination date shall be specifically stated in the notice.~~

15 (1)(A) Except as otherwise provided in this section, a landlord shall not
16 terminate a tenancy without just cause.

17 (B) For purposes of this subsection, the expiration of a rental
18 agreement is not just cause for a landlord to terminate a tenancy.

19 (2) A landlord may terminate a tenancy without cause, if allowed by the
20 rental agreement, within the first three months of a new tenancy.

1 (3)(A) A landlord may terminate a tenancy without cause if the landlord
2 or a member of the landlord's immediate family has a good faith intention to
3 occupy the premises.

4 (B) A landlord shall provide the tenant with actual notice of the date
5 on which the tenancy will terminate, which shall be at least six months after
6 the date of the actual notice.

7 (C) As used in this subdivision (F)(3), "immediate family" means:

8 (i) an adult person related by blood, adoption, marriage, or as
9 defined or described in similar law in another jurisdiction;

10 (ii) an unmarried parent of a joint child;

11 (iii) a child, grandchild, foster child, ward, or guardian; or

12 (iv) a child, grandchild, foster child, ward, or guardian of any
13 person listed in subdivisions (f)(3)(C)(i) or (ii) of this section.

14 (4) A landlord may terminate a tenancy without cause pursuant to
15 subsection (c) or (e) of this section.

16 (5) A landlord may terminate a tenancy of shared occupancy without
17 cause pursuant to subsection (h) of this section.

18 (g) Conversion to condominium. If the building is being converted to
19 condominiums, ~~notice shall be given;~~

1 (1) the landlord shall provide notice to tenants in accordance with 27
2 V.S.A. chapter 15, subchapter 2; and

3 (2) a tenant shall have the right of first refusal to purchase a unit at
4 market rate.

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

13 (i) Termination date; Multiple multiple notices.

14 (1) A landlord shall specifically state a termination date in a notice of
15 termination.

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

1 ejection action. A landlord may maintain an ejection action and rely on as
2 many grounds for ejection as are allowed by law at any time during the
3 eviction process.

4 (j) Payment after termination; effect.

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

10 (A) the tenant's breach of the terms of a rental agreement pursuant to
11 subsection (b) of this section;

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

14 (C) for no cause pursuant to subsections (c), (d), (e), and (h) of this
15 section.

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

18 (k) Commencement of ejection action. A notice to terminate a tenancy
19 shall be insufficient to support a judgment of eviction unless the proceeding is
20 commenced not later than 60 days from the termination date set forth in the
21 notice.

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§ 4469. MAXIMUM INCREASE IN RENT

(a) A landlord shall not increase rent during any 12-month period in an amount greater than seven percent plus the Consumer Price Index above the existing rent, as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year, or 10 percent, whichever is lower in any 12-month period.

(b) A landlord shall specify in a notice of increase of rent:

(1) the amount of the rent increase;

(2) the amount of the new rent; and

(3) the date on which the increase becomes effective.

(c) A landlord shall notify a tenant of an increase in rent not less than 90 days prior to the date the increase takes effect.

Sec. 3. EFFECTIVE DATE

This act shall take effect on passage.