

1 H.440

2 Introduced by Representatives LaMont of Morrystown, Berbeco of Winooski,
3 Bos-Lun of Westminster, Carris-Duncan of Whitingham, Casey
4 of Montpelier, Christie of Hartford, Cina of Burlington, Cole of
5 Hartford, Cordes of Bristol, Dodge of Essex, Headrick of
6 Burlington, Logan of Burlington, McCann of Montpelier,
7 McGill of Bridport, Pouech of Hinesburg, Rachelson of
8 Burlington, and Tomlinson of Winooski

9 Referred to Committee on

10 Date:

11 Subject: Commerce and trade; housing; residential rental agreements

12 Statement of purpose of bill as introduced: This bill proposes to clarify when a
13 landlord may terminate a tenancy, provide protection from no cause evictions,
14 and limit any annual increase in residential rents.

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

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

17 Sec. 1. 9 V.S.A. chapter 137, subchapter 2 is amended to read:

18 Subchapter 2. Residential Rental Agreements

19 * * *

1 § 4467. TERMINATION OF TENANCY; NOTICE

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

10 (b) Termination for breach of rental agreement.

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

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

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

1 (1) ~~If rent is payable on a monthly basis, by providing actual notice to~~
2 ~~the tenant of the date on which the tenancy will terminate, which shall be A~~
3 ~~landlord shall not terminate a tenancy unless authorized by this section. A~~
4 ~~landlord may terminate a tenancy:~~

5 (A) ~~for tenants who have resided continuously in the same premises~~
6 ~~for two years or less, at least 60 days after the date of the actual notice~~
7 ~~nonpayment of rent in accordance with the requirements of subsection (a) of~~
8 ~~this section;~~

9 (B) ~~for tenants who have resided continuously in the same premises~~
10 ~~for more than two years, at least 90 days after the date of the actual notice~~
11 ~~breach of a rental agreement in accordance with the requirements of subsection~~
12 ~~(b) of this section;~~

13 (C) ~~for no cause in accordance with the requirements of this~~
14 ~~subsection (c);~~

15 (D) ~~when the property is sold in accordance with the requirements of~~
16 ~~subsection (d) of this section; or~~

17 (E) ~~for a shared occupancy in accordance with the requirements of~~
18 ~~subsection (h) of this section.~~

19 (2) ~~If rent is payable on a weekly basis, by providing actual notice to the~~
20 ~~tenant of the date on which the tenancy will terminate, which shall be at least~~

1 ~~21 days after the date of the actual notice~~ A landlord may terminate a tenancy
2 for no cause only in the following circumstances:

3 (A) the rental unit is one of a two-unit or three-unit owner-occupied
4 building;

5 (B) the rental unit requires renovations that exceed 50 percent of the
6 rental unit's value to become or remain habitable, provided that the tenant shall
7 have the right of first refusal to reoccupy the unit at market rate following
8 renovations;

9 (C) if the landlord or a member of the landlord's immediate family
10 has a good faith intention to occupy the premises; or

11 (D) if the tenant refuses to accept reasonable, good faith renewal
12 terms when proposed in writing with a reasonable opportunity for the tenant to
13 review and accept the proposed terms.

14 (3) The expiration of a rental agreement shall not constitute cause under
15 this section.

16 (4) In the event a landlord terminates a tenancy for no cause under this
17 subsection, the landlord shall provide:

18 (A) notice of at least three months prior to the termination date; and

19 (B) reasonable relocation expenses of at least the equivalent of one
20 month's rent under the rental agreement terms or the waiving of the final
21 month's rent.

1 (5) This subsection shall not apply to the first six months of a tenant’s
2 occupancy under a residential rental agreement. If terminating a tenant’s
3 occupancy within the first six months, a landlord shall provide actual notice to
4 the tenant of the date on which the tenancy will terminate, which shall be at
5 least 30 days after the date of the actual notice.

6 (6) As used in this subsection, “immediate family” means:

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

9 (B) an unmarried parent of a joint child;

10 (C) a child, grandchild, foster child, ward, or guardian; or

11 (D) a child, grandchild, foster child, ward, or guardian of any person
12 listed in subdivision (A) or (B) of this subdivision (6).

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 after the date
17 of the actual notice.

18 ~~(e) Termination for no cause under terms of written rental agreement. If~~
19 ~~there is a written rental agreement, the notice to terminate for no cause shall be~~
20 ~~at least 30 days before the end or expiration of the stated term of the rental~~
21 ~~agreement if the tenancy has continued for two years or less. The notice to~~

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

7 (f) Termination date. In all cases, the termination date shall be specifically
8 stated in the notice.

9 (g) Conversion to condominium. If the building is being converted to
10 condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15,
11 subchapter 2.

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

20 (i) Multiple notices. All actual notices that are in compliance with this
21 section shall not invalidate any other actual notice and shall be a valid basis for

1 commencing and maintaining an action for possession pursuant to this chapter,
2 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169,
3 notwithstanding that the notices may be based on different or unrelated
4 grounds, dates of termination, or that the notices are sent at different times
5 prior to or during an ejectment action. A landlord may maintain an ejectment
6 action and rely on as many grounds for ejectment as are allowed by law at any
7 time during the eviction process.

8 (j) Payment after termination; effect.

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

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

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

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

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

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

5 * * *

6 § 4468b. MAXIMUM INCREASE IN RENT

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

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

13 (1) the amount of the rent increase;

14 (2) the amount of the new rent; and

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

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

18 Sec. 2. EFFECTIVE DATE

19 This act shall take effect on July 1, 2025.