

1 H.688

2 Introduced by Representative Dolgin of St. Johnsbury

3 Referred to Committee on

4 Date:

5 Subject: Commerce and trade; housing; landlord tenant; residential rental

6 agreements; court procedure

7 Statement of purpose of bill as introduced: This bill proposes to reduce the
8 timelines for notice of eviction under a residential rental agreement; authorize
9 the use of alternate service of process throughout a civil proceeding; require a
10 defendant to answer an ejectment complaint withing five business days;
11 remove the option of paying a partial rental payment into court when ordered;
12 clarify that criminal mischief includes property damaged by a leasehold; and
13 reduce the timelines for both service of a writ of possession and for disposing
14 of personal property left after the service of a writ of possession.

15 An act relating to timelines and process for residential evictions

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

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

18 § 4467. TERMINATION OF TENANCY; NOTICE

19 (a) Termination for nonpayment of rent. The landlord may terminate a
20 tenancy for nonpayment of rent by providing actual notice to the tenant of the

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

7 (b) Termination for breach of rental agreement.

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

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

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

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

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

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

5 (2) If rent is payable on a weekly basis, by providing actual notice to the
6 tenant of the date on which the tenancy will terminate, which shall be at least
7 ~~21~~ three days after the date of the actual notice.

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

13 (e) Termination for no cause under terms of written rental agreement. If
14 there is a written rental agreement, the notice to terminate for no cause shall be
15 at least 30 days before the end or expiration of the stated term of the rental
16 agreement ~~if the tenancy has continued for two years or less. The notice to~~
17 ~~terminate for no cause shall be at least 60 days before the end or expiration of~~
18 ~~the term of the rental agreement if the tenancy has continued for more than two~~
19 ~~years.~~ If there is a written week-to-week rental agreement, the notice to
20 terminate for no cause shall be at least ~~seven~~ three days; however, a notice to

1 terminate for nonpayment of rent shall be as provided in subsection (a) of this
2 section.

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

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

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

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

1 prior to or during an ejectment action. A landlord may maintain an ejectment
2 action and rely on as many grounds for ejectment as are allowed by law at any
3 time during the 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 ejectment action shall not result
8 in the dismissal of an ejectment 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 ejectment 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~~ 90 days from the termination date set forth in the
21 notice.

1 Sec. 2. 12 V.S.A. § 663 is added to read:

2 § 663. ALTERNATE SERVICE OF PROCESS; DURATION OF ORDER

3 (a) When the court orders that alternate service of process be made in a
4 civil proceeding, the order shall remain in effect and apply to all subsequent
5 service of process in the same proceeding, including postjudgment
6 proceedings. This section shall apply to orders issued pursuant to Vermont
7 Rule of Civil Procedure 4(d)(1) permitting service of process by publication or
8 by leaving a copy at the defendant's dwelling house or usual place of abode, or
9 to orders permitting alternate service of process under any other provision of
10 law.

11 (b) When a motion for alternative service of process is filed pursuant to
12 Vermont Rule of Civil Procedure 4(d)(1) in an action under 10 V.S.A. chapter
13 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, the court shall rule on the
14 motion within three days after it is filed.

15 Sec. 3. 12 V.S.A. § 4852 is amended to read:

16 § 4852. MODE OF PROCESS; DECLARATION; TRIAL BY JURY

17 (a) The process may issue as a summons or writ of attachment, requiring
18 the defendant to appear and answer to the complaint of the plaintiff, which
19 shall state that the defendant is in the possession of the lands or tenements in
20 question (describing them), which the tenant holds unlawfully and against the
21 right of the plaintiff. A copy of the rental agreement, if any, and any notice to

1 terminate the defendant's tenancy shall be attached to the complaint. Either
2 party shall have the right to a trial by jury.

3 (b) Notwithstanding any other provision of law or rule, the defendant shall
4 file an answer within five business days after receiving the complaint. The
5 computation of the five-day period shall include the day on which the
6 defendant receives the complaint.

7 (c) When the court sets the date for the initial hearing on the complaint,
8 dates shall also be set for consideration of lease violations and for payment of
9 rent into court if a motion for such payment was filed pursuant to section
10 4853a of this title.

11 (d) The parties may consent to mediation of the case at any time during the
12 proceedings.

13 Sec. 4. 12 V.S.A. § 4853 is amended to read:

14 § 4853. SERVICE OF PROCESS

15 ~~The~~ Unless otherwise provided by law, the process shall be served and
16 notice given as in other civil actions.

17 Sec. 5. 12 V.S.A. § 4853a is amended to read:

18 § 4853a. PAYMENT OF RENT INTO COURT; EXPEDITED HEARING

19 * * *

20 (b) A hearing on the motion shall be held ~~any time~~ after 14 three days'
21 notice to the parties and within 14 days after the motion is filed. If the tenant

1 appears at the hearing and has not been previously defaulted, the court shall
2 not enter judgment by default unless the tenant fails to file a written answer
3 within 44 five business days after the hearing. The computation of the five-
4 day period shall include the day on which the defendant receives the
5 complaint. If the tenant fails to appear at the hearing, the court shall, unless it
6 finds good cause for the tenant's failure to appear, enter judgment by default
7 within three days after the hearing. Any rent escrow order shall remain in
8 effect notwithstanding the issuance of a default judgment but shall cease upon
9 execution of a writ of possession.

10 (c) Any memorandum in opposition filed by the defendant pursuant to Rule
11 (7)(b)(6) of the Vermont Rules of Civil Procedure shall be accompanied by
12 affidavit setting forth particular facts in support of the memorandum.

13 (d) If the court finds the tenant is obligated to pay rent and has failed to do
14 so, the court shall order full ~~or partial~~ payment into court of rent as it accrues
15 while the proceeding is pending and rent accrued from the date of filing with
16 the court the complaint for ejectment or the date the summons and complaint
17 for ejectment were served on the tenant pursuant to Rule 3 of the Vermont
18 Rules of Civil Procedure, whichever occurs first.

19 (e) All funds paid into court shall be made payable to the court clerk by
20 money order, certified check, cash, or any other means that guarantees the
21 availability of the funds for distribution after a hearing on the merits. The

1 funds shall be distributed forthwith in accordance with the final order from the
2 trial court.

3 (f) The landlord may at any time by motion apply to the court for
4 disbursement of all or part of the funds paid into court. The motion for
5 disbursement shall be accompanied by affidavit setting forth particular facts in
6 its support. If the court finds that the landlord is in actual danger of loss of the
7 premises or other personal hardship resulting from the loss of rental income, it
8 may award all or any portion of the funds under deposit to the landlord.

9 (g) ~~The tenant may at any time by motion apply to the court to reduce the~~
10 ~~amount ordered to be paid into court under this section. The motion for~~
11 ~~reduction shall be accompanied by affidavit setting forth particular facts in its~~
12 ~~support.~~ [Repealed.]

13 (h) If the tenant fails to pay rent into court in the amount and on the dates
14 ordered by the court, the landlord shall be entitled to judgment for immediate
15 possession of the premises. The court shall forthwith issue a writ of possession
16 directing the sheriff of the county in which the property or a portion thereof is
17 located to serve the writ upon the defendant and, not ~~earlier than seven days~~
18 later than 24 hours after the writ is ~~served~~ issued, or, in the case of an eviction
19 brought pursuant to 10 V.S.A. chapter 153, 30 days after the writ is served, to
20 put the plaintiff into possession.

1 Sec. 6. 12 V.S.A. § 4854 is amended to read:

2 § 4854. JUDGMENT FOR PLAINTIFF; WRIT OF POSSESSION

3 If the court finds that the plaintiff is entitled to possession of the premises,
4 the plaintiff shall have judgment for possession and rents due, damages, and
5 costs, and when a written rental agreement so provides, the court may award
6 reasonable attorney's fees. A writ of possession shall issue on the date
7 judgment is entered, unless the court for good cause orders a stay. The writ
8 shall direct any sheriff to serve the writ upon the defendant and, not ~~earlier~~
9 ~~than 14 days~~ later than 24 hours after the writ is ~~served~~ issued, to put the
10 plaintiff into possession.

11 Sec. 7. 12 V.S.A. § 4854a is amended to read:

12 § 4854a. PROPERTY OF TENANT REMAINING ON PREMISES AFTER
13 EVICTION

14 (a) A landlord may dispose of any personal property remaining in a
15 dwelling unit or leased premises without notice or liability to the tenant or
16 owner of the personal property:

17 (1) ~~15 days~~ immediately after a writ of possession is served pursuant to
18 this chapter or upon the landlord being legally restored to possession of the
19 dwelling unit or leased premises pursuant to this chapter, whichever is later; or

20 (2) in the case of an eviction brought pursuant to 10 V.S.A. chapter 153,
21 40 days after a writ of possession issued for failure to pay rent into court

1 pursuant to subsection 4853a(h) of this title is served or upon the landlord
2 being legally restored to possession of the leased premises by a writ of
3 possession issued for failure to pay rent into court pursuant to subsection
4 4853a(h) of this title, whichever is later.

5 (b) Notwithstanding subsection (a) of this section, if the court stays the
6 execution of a writ of possession issued pursuant to this chapter, then a
7 landlord may dispose of any personal property remaining in a dwelling unit or
8 leased premises without notice or liability to the tenant or owner of the
9 personal property one day after the landlord is legally restored to possession of
10 the dwelling unit or leased premises.

11 Sec. 8. 13 V.S.A. § 3701 is amended to read:

12 § 3701. UNLAWFUL MISCHIEF

13 (a) A person who, with intent to damage property, and having no right to
14 do so or any reasonable ground to believe that ~~he or she~~ the person has such a
15 right, does any damage to any property which is valued in an amount
16 exceeding \$1,000.00 shall be imprisoned for not more than five years or fined
17 not more than \$5,000.00, or both.

18 * * *

19 (e) For the purposes of this section “property” means real or personal
20 property, including real or personal property owned by a landlord that is
21 damaged by the property’s leaseholder.

1 (f) A person who suffers damages as a result of a violation of this section
2 may recover those damages together with reasonable attorney's fees in a civil
3 action under this section.

4 Sec. 9. EFFECTIVE DATE

5 This act shall take effect on July 1, 2026.