

1 TO THE HOUSE OF REPRESENTATIVES:

2 The Committee on General and Housing to which was referred House Bill  
3 No. 772 entitled “An act relating to residential rental agreements, eviction  
4 procedures, and the creation of the positive rental payment credit reporting  
5 pilot program” respectfully reports that it has considered the same and  
6 recommends that the bill be amended by striking out all after the enacting  
7 clause and inserting in lieu thereof the following:

8 \* \* \* Termination of Residential Rental Agreement \* \* \*

9 Sec. 1. 9 V.S.A. chapter 137 is amended to read:

10 CHAPTER 137. RESIDENTIAL RENTAL AGREEMENTS

11 Subchapter 1. General

12 § 4451. DEFINITIONS

13 As used in this chapter:

14 (1)(A) “Actual notice” means receipt of written notice either:

15 (i) hand-delivered or;

16 (ii) delivered by sheriff service;

17 (iii) mailed to the last known address or the address provided in  
18 the residential rental agreement;

19 (iv) emailed to an email address included in the lease agreement

20 and mailed as described in subdivision (iii) of this subdivision (1)(A); or

1                    (v) if the last address is unknown, posted to the door of the  
2                    dwelling unit.

3                    (B) A There is created a rebuttable presumption that the notice was  
4                    received ~~three~~ five days after:

5                    (i) the date the email was sent if sent via electronic means;

6                    (ii) the date the notice was posted to the door; or

7                    (iii) ~~mailing is created~~ if the sending party proves that the notice  
8                    was sent by first-class or certified U.S. mail, the date of the mailing.

9                    \* \* \*

10                  (11) “Immediate family” means:

11                  (A) an adult person related by blood, adoption, civil marriage, or  
12                  civil union;

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

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

15                  (D) a child, grandchild, foster child, ward, or guardian of any

16                  person listed in subdivision (A) or (B) of this subdivision (11).

17                  \* \* \*

18                  Subchapter 2. Residential Rental Agreements

19                  § 4455. TENANT OBLIGATIONS; PAYMENT OF RENT; RENT

20                  INCREASES

1 (a) Rent is payable without demand or notice at the time and place agreed  
2 upon by the parties.

3 (b) An increase in rent shall take effect on the first day of the rental period  
4 following no less than 60 days' actual notice to the tenant.

5 (c) A landlord shall not increase rent more than once in any 12-month  
6 period. This subsection shall not prohibit a landlord from increasing rent after  
7 the purchase of a dwelling unit subject to the requirements of this section.

8 \* \* \*

9 § 4456a. RESIDENTIAL RENTAL APPLICATION

10 (a)(1) A landlord or a landlord's agent shall not charge an application fee to  
11 any individual in order to apply to enter into a rental agreement for a  
12 residential dwelling unit. This subsection shall not be construed to prohibit a  
13 person from charging a fee to a person in order to apply to rent commercial or  
14 nonresidential property.

15 (2) As used in this section, an "application fee" means any fee, charge,  
16 or cost to submit a residential rental application including any third-party  
17 processing payment.

18 (3) A landlord or a landlord's agent may charge actual costs to conduct a  
19 background or credit check of an applicant, unless the tenant or applicant  
20 provides a current credit report as part of the application, in which case the  
21 landlord or landlord's agent shall not charge for a credit check. For purposes

1 of this subdivision (3), a “current credit report” means a report dated within 90  
2 days prior to the date of the residential rental application.

3 \* \* \*

4 (c) A person who violates this section commits an unfair practice in  
5 commerce in violation of section 2453 of this title.

6 \* \* \*

7 § 4461. SECURITY DEPOSITS

8 (a)(1) A security deposit is any advance, deposit, or prepaid rent, however  
9 named, which is refundable to the tenant at the termination or expiration of the  
10 tenancy. The function of a security deposit is to secure the performance of a  
11 tenant’s obligations to pay rent and to maintain a dwelling unit.

12 (2) A landlord shall not charge for or receive a security deposit  
13 exceeding an amount equal to two months’ rent, in addition to any rent for the  
14 first month paid on or before initial occupancy.

15 (3) Subject to the requirements of this section, a landlord may charge a  
16 separate security deposit in addition to the amount authorized in subdivision  
17 (2) of this subsection as a condition for allowing the tenant to have a pet or  
18 pets during the rental period. A landlord shall not charge any amount under  
19 this subdivision for any animal that mitigates a disability.

20 \* \* \*



1 (a) A landlord of a residential dwelling unit may not retaliate by  
2 establishing or changing terms of a rental agreement or by bringing or  
3 threatening to bring an action against a tenant who:

4 (1) has complained to a governmental agency charged with  
5 responsibility for enforcement of a building, housing, or health regulation of a  
6 violation applicable to the premises materially affecting health and safety;

7 (2) has complained to the landlord of a violation of this chapter; ~~or~~

8 (3) has organized or become a member of a tenant's union or similar  
9 organization; or

10 (4) has taken any legal action against the landlord authorized by law.

11 (b) If the landlord acts in violation of this section, the tenant is entitled to  
12 recover damages and reasonable attorney's fees and has a defense in any  
13 retaliatory action for possession.

14 (c) If a landlord serves notice of termination of tenancy on any grounds  
15 other than for nonpayment of rent within 90 days after notice by any municipal  
16 or State governmental entity that the premises are not in compliance with  
17 applicable health or safety regulations, there is a rebuttable presumption that  
18 any termination by the landlord is in retaliation for the tenant having reported  
19 the noncompliance.

20 \* \* \*

21 § 4467. TERMINATION OF TENANCY; NOTICE

1 (a) Termination for nonpayment of rent. The landlord may terminate a  
2 tenancy for nonpayment of rent by providing actual notice to the tenant of the  
3 date on which the tenancy will terminate, which shall be at least ~~44~~ 10 days  
4 after the date of the actual notice. The rental agreement shall not terminate if  
5 the tenant pays or tenders rent due through the end of the rental period in  
6 which payment is made or tendered, provided a landlord may terminate a  
7 tenancy under subdivision (b)(1) of this section for repeated late payment of  
8 rent. Acceptance of partial payment of rent shall not constitute a waiver of the  
9 landlord's remedies for nonpayment of rent or an accord and satisfaction for  
10 nonpayment of rent.

11 (b) Termination for breach of rental agreement.

12 (1)(A) The landlord may terminate a tenancy for:

13 (i) failure of the tenant to comply with a material term of the rental  
14 agreement or with obligations imposed under this chapter ~~by~~;

15 (ii) a tenant's late payment of rent more than three times in a 12-  
16 month period; or

17 (iii) a tenant's refusal to allow a landlord or a landlord's agent  
18 access to the dwelling unit in accordance with section 4460 of this title.

19 (B) A landlord shall provide actual notice ~~given~~ to the tenant at least  
20 ~~30~~ 21 days prior to the termination date specified in the notice.

1           (C) As used in this subsection (b), “late payment of rent” means  
2           payment of rent more than 10 days after rent is due under the rental agreement.

3           (2)(A) ~~When termination is based on criminal activity, illegal drug~~  
4           ~~activity, or acts of violence, damage to the dwelling unit or premises, or other~~  
5           ~~activity any of which threaten~~ threatens the health or safety of other residents,  
6           the landlord or landlord’s agent, or neighbors, the landlord may terminate the  
7           tenancy by providing actual notice to the tenant of the date on which the  
8           tenancy will terminate, which shall be at least 14 five days from the date of the  
9           actual notice.

10           (B) The actual notice required under this subsection (b) shall be  
11           accompanied by an affidavit setting forth particular facts and the basis thereof  
12           in support of the termination with sufficient details to inform the tenant of the  
13           reasoning behind the termination.

14           (3) A landlord shall not terminate a rental agreement under this  
15           subsection based on a person seeking medical assistance for a drug overdose,  
16           being the subject of a good faith request for medical assistance, or being at the  
17           scene of a drug overdose or within close proximity of the scene of a drug  
18           overdose as provided in 18 V.S.A. § 4254 and evidence obtained from the  
19           good faith request for medical assistance for a drug overdose shall not be used  
20           in an ejectment action brought under 12 V.S.A. chapter 169.

1           (c) ~~Termination for no cause~~ Termination for tenant or governmental notice  
2           to vacate. ~~In the absence of a written rental agreement, the landlord may~~  
3           ~~terminate a tenancy for no cause as follows:~~

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

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

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

10                   When termination is based on an intent to vacate provided by actual notice  
11                   from a tenant, a landlord may terminate a rental agreement on the date  
12                   provided in the actual notice.

13                   (2) ~~If rent is payable on a weekly basis, by providing actual notice to the~~  
14                   ~~tenant of the date on which the tenancy will terminate, which shall be at least~~  
15                   ~~21 days after the date of the actual notice~~ When termination is based on

16                   compliance with an order issued by a governmental agency or court order that  
17                   necessitates vacating the premises, a landlord may terminate a rental agreement  
18                   on the date provided in the order.

19                   (d) Termination of rental agreement when property is sold or repurposed.  
20                   ~~In the absence of a written rental agreement a~~ Δ ~~landlord who has contracted to~~  
21                   ~~sell the building~~ may terminate a tenancy by providing actual notice to the

1 tenant of the date on which the tenancy will terminate, which shall be at least  
2 ~~30~~ 90 days after the date of the actual notice or, in the event of a written rental  
3 agreement, at least 90 days before the expiration of the stated term of the rental  
4 agreement, when:

5 (A) the landlord has contracted to sell the building;

6 (B) necessary for the landlord or a member of the landlord's  
7 immediate family to occupy the premises for a minimum of 12 continuous  
8 months as a primary residence;

9 (C) permanently withdrawing the dwelling unit from the rental  
10 market; or

11 (D) demolishing the dwelling unit or premises or the rental unit  
12 requires renovations that exceed 50 percent of the rental unit's value to become  
13 or remain habitable, provided that the tenant shall have the right of first refusal  
14 to reoccupy the unit at market rate following renovations.

15 (e) Termination ~~for no cause under terms of written~~ at the expiration of a  
16 rental agreement.

17 (1) If there is a written rental agreement, the notice to terminate ~~for no~~  
18 cause shall be at least ~~30~~ 90 days before the end or expiration of the stated term  
19 of the rental agreement ~~if the tenancy has continued for two years or less. The~~  
20 notice to terminate ~~for no cause shall be at least 60 days before the end or~~

1 ~~expiration of the term of the rental agreement if the tenancy has continued for~~  
2 ~~more than two years.~~

3 (2) In the absence of a written rental agreement, the notice to terminate  
4 shall be at least 90 days after the date of actual notice.

5 (3) If there is a written week-to-week rental agreement, the notice to  
6 terminate for no cause shall be at least seven 10 days; however, a notice to  
7 terminate for nonpayment of rent shall be as provided in subsection (a) of this  
8 section.

9 (f) Termination ~~date~~ notice. In all cases, the termination date shall be  
10 specifically stated in the notice as well as the reason for the termination.

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

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

1 (i) Multiple notices. All actual notices that are in compliance with this  
2 section shall not invalidate any other actual notice and shall be a valid basis for  
3 commencing and maintaining an action for possession pursuant to this chapter,  
4 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169,  
5 notwithstanding that the notices may be based on different or unrelated  
6 grounds, dates of termination, or that the notices are sent at different times  
7 prior to or during an ejectment action. A landlord may maintain an ejectment  
8 action and rely on as many grounds for ejectment as are allowed by law at any  
9 time during the eviction process.

10 (j) Payment after termination; effect.

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

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

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

20 ~~(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this~~  
21 ~~section.~~

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

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

7           (l) Affirmative defense to ejectment action.

8           (1) For any ejectment action based on a failure to pay rent pursuant to  
9 subsection (a) of this section, it shall be an affirmative defense of the tenant,  
10 and judgement shall be issued for the defendant, if there exists a serious health  
11 and safety code violation issued to the landlord under 20 V.S.A. § 2677 and the  
12 landlord has made no reasonable attempt to correct the violation as of the date  
13 of the termination, which shall include:

14           (A) any condition that jeopardizes the security of the unit;

15           (B) major plumbing leaks, flooding, or waterlogged ceiling or  
16 flooring in imminent danger of falling in;

17           (C) gas or fuel oil leaks;

18           (D) electrical conditions that could result in shock or fire;

19           (E) absence of a working heating system when outside temperature is  
20 below 60 degrees Fahrenheit;

21           (F) utilities not in service, including no running hot water;

1           (G) conditions that present the immediate possibility of serious  
2 injury;

3           (H) obstacles that prevent the safe entrance into or exit from the  
4 dwelling unit;

5           (I) absence of a functional toilet within the dwelling unit; or

6           (J) inoperable smoke or carbon monoxide detectors.

7           (2) Tenant remedies under this subsection shall not defeat an ejection  
8 action if the serious health and safety code violation was caused by the  
9 negligent or deliberate act or omission of the tenant or a person on the  
10 premises with the tenant's consent.

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

13           (m) This section shall not be construed to apply to any programs  
14 governed by federal law.

15 § 4468. TERMINATION OF TENANCY; ACTION FOR POSSESSION

16           If the tenant remains in possession after termination of the rental agreement  
17 without the express consent of the landlord, the landlord may bring an action  
18 for possession, damages, and costs;

19           (1) for a termination provided under subsections 4467(a) and (b) of this  
20 title, under 12 V.S.A. chapter 169, subchapter 4; and





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

7 \* \* \*

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

12 \* \* \*

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

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

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

1 (2) in the case of an eviction brought pursuant to 10 V.S.A. chapter 153,  
2 40 days after a writ of possession issued for failure to pay rent into court  
3 pursuant to subsection 4853a(h) of this title is served or upon the landlord  
4 being legally restored to possession of the leased premises by a writ of  
5 possession issued for failure to pay rent into court pursuant to subsection  
6 4853a(h) of this title, whichever is later.

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

13 \* \* \*

14 Subchapter 4. Superior Court Ejectment for **Nonpayment or Breach**

15 § 4861. ISSUANCE OF PROCESS BY SUPERIOR JUDGE **FOR**

16 **NONPAYMENT OR BREACH**

17 When the lessee of lands or tenements, either by parole or written lease, or a  
18 person holding under the lease, holds possession of the demised premises  
19 without right, after the termination of the lease under 9 V.S.A. § 4467(a) or (b),  
20 the person entitled to the possession of the premises may have from the

1 presiding judge of the Superior Court a writ to restore the person to the  
2 possession thereof.

3 § 4862. MODE AND SERVICE OF PROCESS; TRIAL BY JURY

4 (a) The process may issue as a summons, requiring the defendant to appear  
5 and answer to the complaint of the plaintiff, which shall state that the  
6 defendant is in the possession of the lands or tenements in question, with a  
7 description thereof, that the tenant holds unlawfully and against the right of the  
8 plaintiff. A copy of the rental agreement, if any, and any notice to terminate  
9 the defendant’s tenancy shall be attached to the complaint, including a copy of  
10 the rent ledger if the complaint is based on a termination under 9 V.S.A.

11 § 4467(a).

12 (b) Either party shall have the right to a trial by jury.

13 § 4863. ANSWER

14 (a) Notwithstanding any other provision of law or rule to the contrary, the  
15 defendant shall file an answer within 14 days after service of the complaint.

16 (b) An answer to a complaint filed under this subchapter shall be  
17 accompanied by an affidavit setting forth particular facts in opposition to the  
18 complaint.

19 (c)(1) If the complaint is based on a termination under 9 V.S.A. § 4467(a),  
20 the defendant may cure the action by paying all rents owed, court costs, and  
21 service fees by the answer date. If payment is not received by the answer date,

1 the defendant shall lose the right to cure the complaint as a matter of law. A  
2 plaintiff may accept payment in whole or in part and dismiss the complaint. A  
3 defendant shall not have the right to cure in a subsequent action brought by the  
4 plaintiff for termination under 9 V.S.A. § 4467(a).

5 (2) Upon receipt of an answer to a complaint based on a termination  
6 under 9 V.S.A. § 4467(a) or (b)(1), the court shall set a final hearing date not  
7 later than 60 days after the date of service of the complaint absent good cause.

8 § 4864. DEFAULT

9 If the defendant fails to provide a written answer as provided in this  
10 subchapter, the plaintiff shall be entitled to possession of the premises. The  
11 plaintiff shall file a motion for possession based on the default and shall  
12 include an affidavit that provides proof of service on the defendant. The court  
13 shall decide on the motion within five days after the filing by the plaintiff  
14 absent good cause.

15 § 4865. SHOW CAUSE HEARING

16 (a) If the complaint is based on a termination under 9 V.S.A. § 4467(b)(2),  
17 the court shall set a show cause hearing within 10 days after an answer is filed  
18 by the defendant absent good cause. If the defendant fails to appear, the  
19 plaintiff shall be awarded possession of the premises.

20 (b) At the show cause hearing, the defendant shall provide a rebuttal to the  
21 facts supporting the termination claims brought by the plaintiff.

1        (c)(1) Parties may rely on affidavit evidence during the show cause hearing  
2        made under the pains and penalties of perjury. If the defendant makes a  
3        showing that live testimony is required or upon the court’s own determination,  
4        a final hearing may be ordered.

5        (2) In the event a final hearing is ordered to resolve the complaint, a  
6        final hearing shall be set within 21 days after the date of the show cause  
7        hearing.

8        § 4866. COSTS; JUDGMENT FOR PLAINTIFF; POSSESSION

9        If the court finds the plaintiff is entitled to possession, whether by default or  
10       after a final hearing, the plaintiff shall have a judgment for possession and  
11       rents due, if applicable, including damages and costs, and when a written rental  
12       agreement so provides, the court may award reasonable attorney’s fees. A writ  
13       of possession shall issue on the date of judgment and shall direct any sheriff to  
14       serve the writ upon the defendant and, not earlier than 14 days after the writ is  
15       served, put the plaintiff in possession.

16       § 4867. PROPERTY OF TENANT REMAINING ON PREMISES AFTER  
17       EVICTION

18       A landlord may dispose of any personal property remaining in a dwelling  
19       unit or leased premises without notice or liability to the tenant or owner of the  
20       personal property upon the landlord being legally restored to possession of the  
21       dwelling unit or leased premises pursuant to this subchapter.

1 **§ 4868. TRESPASS ORDERS**

2 After being legally restored to possession of the dwelling unit or leased  
3 premises pursuant to this chapter, the plaintiff may issue the defendant an order  
4 against trespass for the entire premises subject to the ejectment action in  
5 accordance with 13 V.S.A. § 3705.

6 \* \* \* Trespass \* \* \*

7 **Sec. 4. PURPOSE**

8 The purpose of Sec. 5 of this act is to overrule the Vermont Supreme  
9 Court's decision in *State v. Dixon*, 169 Vt. 15 (1999), and allow the landlord of  
10 a dwelling unit to obtain a no trespass order prohibiting the tenant's invitees or  
11 licensees from entering the dwelling unit's common areas if the invitee or  
12 licensee subject to the order has violated the terms of the lease agreement or  
13 was the defendant in an ejectment action previously brought by the landlord.

14 Sec. 5. 13 V.S.A. § 3705 is amended to read:

15 **§ 3705. UNLAWFUL TRESPASS**

16 (a)(1) A person shall be imprisoned for not more than three months or fined  
17 not more than \$500.00, or both, if, without legal authority or the consent of the  
18 person in lawful possession, the person enters or remains on any land or in any  
19 place as to which notice against trespass is given by:

20 \* \* \*

1        (g)(1) Notwithstanding subsection (a) of this section or any provision of  
2        law to the contrary, a landlord of a dwelling unit may cause to be served an  
3        order against trespass that prohibits a tenant’s invitees or licensees from  
4        trespassing in the dwelling unit or any of the dwelling unit’s common areas if:

5                (A) the tenant responsible for the invitee or licensee consents to the  
6        order;

7                (B) the invitee or licensee subject to the order has been ejected from  
8        the premises under 12 V.S.A. chapter 169;

9                (C) the invitee or licensee subject to the order has violated the terms  
10        of the dwelling unit’s lease agreement; or

11                (D) the invitee or licensee has violated a State or federal law while on  
12        the premises of the dwelling unit.

13        (2) Notwithstanding any other provision of law, a person who is served  
14        an order against trespass issued pursuant to subdivision (1) of this subsection  
15        has a limited right to appeal the order by bringing a small claims action against  
16        the landlord under 12 V.S.A. chapter 187 within seven days after the order is  
17        served. The decision of the court in the small claims action shall be final and  
18        not subject to appeal.



1           (5) “Record” means any recorded information made or received  
2           pursuant to law or in connection with the transaction of any official business  
3           by a court, including all evidence received by the court in a case.

4           (6) “Removal of confidentiality” means to restore an ejectment record to  
5           the level of public access a public court record enjoys by removing any  
6           physical and electronic separation imposed on the ejectment record when it  
7           was confidential.

8           (7) “Tenant” has the same meaning as in 9 V.S.A. § 4451(10).

9           (8) “Tenant screening report” means any written, oral, or other  
10           communication prepared by a consumer reporting agency that includes  
11           information about an individual’s rental history for the purpose of serving as a  
12           factor in establishing the individual’s eligibility for housing.

13           (9) “Termination notice” means any notice given under 9 V.S.A. § 4467.

14           § 4872. CONFIDENTIALITY OF RECORD UPON FILING

15           All records of a newly filed ejectment complaint shall be confidential. The  
16           ejectment record shall be designated as confidential upon filing and shall  
17           remain confidential except pursuant to section 4873 of this title.

18           § 4873. REMOVAL OF CONFIDENTIALITY OF FOR-CAUSE

19           EJECTMENT RECORDS

20           If the court of jurisdiction in an ejectment case issues a final judgment after  
21           an evidentiary hearing in favor of the landlord where a finding has been made

1 of nonpayment of rent pursuant to 9 V.S.A. § 4467(a) or breach of rental  
2 agreement pursuant to 9 V.S.A. § 4467(b), the court shall remove  
3 confidentiality for the ejection record after 30 days unless the court orders  
4 continued confidentiality.

5 § 4874. EFFECT OF CONFIDENTIALITY; PROHIBITIONS

6 (a) The ejection case underlying a confidential ejection record is  
7 deemed never to have occurred. A person who is asked about the person's  
8 ejection history may answer that there is no prior ejection if the record is  
9 confidential.

10 (b)(1) A consumer reporting agency shall check Vermont court ejection  
11 records to determine whether they are confidential before including them in a  
12 tenant screening report.

13 (2) A consumer reporting agency shall not include any ejection record  
14 in a tenant screening report if the court record is confidential or if the  
15 consumer reporting agency has been directly notified that the record is  
16 confidential.

17 (c) Any tenant who suffers injury as a result of a violation of subsection (b)  
18 of this section may bring an action for injunctive relief, actual damages, or  
19 statutory damages of up to \$1,000.00 per violation, costs, and reasonable  
20 attorney's fees.

21 § 4875. ACCESS TO CONFIDENTIAL RECORDS

1       (a) The court of jurisdiction in an ejectment case shall make the  
2       confidential ejectment record available to each of the following persons for  
3       purposes of litigating, adjudicating, joining, appealing, or otherwise facilitating  
4       the ejectment case:

5             (1) each party to the ejectment case;

6             (2) the judge and court staff of jurisdiction; and

7             (3) each attorney representing a party to the ejectment case.

8       (b) In addition to access provided subsection (a) of this section, the court of  
9       jurisdiction shall make a confidential ejectment record available to any person  
10       with a valid court order authorizing access to the ejectment record.

11                     \* \* \* Positive Rental Payment Pilot Program \* \* \*

12       Sec. 7. POSITIVE RENTAL PAYMENT CREDIT REPORTING PILOT

13       (a) Definitions. As used in this section:

14             (1) “Contractor” means the third-party vendor that the State Treasurer’s  
15       Office contracts with to administer the pilot program described in this section.

16             (2) “Dwelling unit” has the same meaning as in 9 V.S.A. § 4451(3).

17             (3) “Participant property owner” means a landlord that has agreed in  
18       writing to participate in the pilot program and has satisfied the requirements  
19       described in subsection (c) of this section.

20             (4) “Participant tenant” means a tenant who has elected to participate in  
21       the pilot program and whose landlord is a participant property owner.

1           (5) “Rental payment information” means information concerning a  
2           participant tenant’s timely payment of rent. “Rent payment information” does  
3           not include information concerning a participant tenant’s payment or  
4           nonpayment of fees.

5           (b) Pilot program creation.

6           (1) The State Treasurer shall create and implement a two-year positive  
7           rental payment credit reporting pilot program to facilitate the reporting of rent  
8           payment information from participant tenants to consumer reporting agencies.

9           (2) On or before May 1, 2027, the State Treasurer shall contract with a  
10          third party to administer a positive rental payment credit reporting pilot  
11          program and facilitate the transmission of rent reporting information from a  
12          participant property owner to a consumer reporting agency. The third-party  
13          administrator shall be required to:

14           (A) enter into an agreement with one or more participant property  
15           owners in the State in accordance with the requirements of this section for  
16           participation in the pilot program;

17           (B) ensure that information to a credit reporting agency includes only  
18           rent payment information after the date on which the participant tenant elected  
19           to participate in the pilot program;

1           (C) develop and implement a process for removal of participant  
2           tenants for failure to comply with program requirements, including failure to  
3           make timely rental payments;

4           (D) establish a standard form for a participant tenant to use to elect to  
5           participate or cease participation in the pilot program, which shall include a  
6           statement that the tenant’s participation is voluntary and that a participant may  
7           cease participating in the pilot program at any time and for any reason by  
8           providing notice to the participant’s landlord and that the tenant may be  
9           removed from the program for failure to comply with program requirements,  
10          including failure to make timely rental payments; and

11          (E) offer an optional financial education course for participant  
12          tenants.

13          (c) Pilot program agreements. A participant property owner shall agree in  
14          writing:

15               (1) to participate in the pilot program for the duration of the pilot  
16               program;

17               (2) not to charge a participant tenant for participation in the pilot  
18               program;

19               (3) to comply with the requirements of the pilot program;

20               (4) to provide information as required by the State Treasurer concerning  
21               the implementation of the pilot program; and

1           (5) to assist in the recruitment of tenants to participate in the pilot  
2 program.

3           (d) Pilot program participants. On or before June 1, 2027, the contractor  
4 shall, in coordination with the State Treasurer, recruit not more than 10  
5 participant property owners and, to the extent practicable, not fewer than 100  
6 participant tenants to participate in the pilot program. The contractor shall  
7 seek to select participant tenants from populations that are underserved and  
8 underrepresented in home ownership. The contractor shall also seek to recruit  
9 participant landlords who offer:

10           (1) a variety of types of dwelling units for rent, including dwelling units  
11 of various sizes;

12           (2) dwelling units for rent that are located in geographically diverse  
13 areas of the State; and

14           (3) at least five dwelling units for rent.

15           (e) Termination. The State Treasurer may terminate the pilot program at  
16 any time in the Treasurer’s sole discretion or terminate participation of a  
17 participant property owner for failure to comply with the requirements of the  
18 pilot program.

19           (f) Reports.

20           (1) On or before November 1, 2028, the State Treasurer shall submit an  
21 interim report to the House Committee on General and Housing and the Senate

1 Committee on Economic Development, Housing and General Affairs regarding  
2 the findings of the pilot program. The report shall include:

3 (A) the number of participant tenants, including information  
4 regarding the demographic makeup of participant tenants, such as race,  
5 ethnicity, gender, income, and age, as voluntarily provided by the participant;

6 (B) the number of participant tenants who ceased participating in the  
7 pilot program voluntarily;

8 (C) the number of participant tenants who were removed from the  
9 pilot program and the reasons why;

10 (D) a breakdown of costs of administering the pilot program,  
11 including the monthly costs associated with rent reporting;

12 (E) a description of challenges faced by the participant property  
13 owners and participant tenants during the pilot program;

14 (F) an analysis of the outcomes of rent reporting on participant  
15 tenants' credit scores; and

16 (G) recommendations for legislative action, including proposed  
17 statutory language and an appropriation for associated costs.

18 (2) On or before November 1, 2029, the State Treasurer shall submit a  
19 final report to the House Committee on General and Housing and the Senate  
20 Committee on Economic Development, Housing and General Affairs regarding

1 the findings of the pilot program. The report shall include an update to the  
2 information required in the interim report.

3 \* \* \* Residential Security Deposit Transition Period \* \* \*

4 Sec. 8. SECURITY DEPOSIT; TRANSITION PERIOD

5 Notwithstanding 9 V.S.A. § 4461(a), a landlord may retain a security  
6 deposit that exceeds an amount equal to two months' rent, provided that the  
7 residential rental agreement was in effect prior to July 1, 2026.

8 \* \* \* Technical Training \* \* \*

9 Sec. 9. LANDLORD AND TENANT EDUCATION AND TECHNICAL

10 ASSISTANCE PROGRAM

11 (a) The Champlain Valley Office of Economic Opportunity (CVOEO) shall  
12 provide education and technical assistance to Vermont landlords and tenants  
13 regarding their rights, obligations, and remedies for statutory violations under  
14 Vermont rental statutes.

15 (b)(1) Training for tenants shall include training under the Preferred Renter  
16 Certification Program or its future equivalent.

17 (2) For landlords, CVOEO shall work in partnership with the Vermont  
18 Landlords' Association, Vermont Legal Aid, and the Vermont Human Rights  
19 Commission to develop a curriculum to address any resource and information  
20 gaps to increase positive interactions with tenants and improve renter  
21 household stability.



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(Committee vote: \_\_\_\_\_)

\_\_\_\_\_

Representative \_\_\_\_\_

FOR THE COMMITTEE

Unedited Draft