

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

3 (4) If charging for a background or credit check on an applicant, the
4 landlord or the landlord’s agent shall provide a copy of the results of the
5 background or credit check to the applicant.

6 * * *

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

9 * * *

10 § 4461. SECURITY DEPOSITS

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

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

18 (3) Subject to the requirements of this section, a landlord may charge a
19 separate security deposit in addition to the amount authorized in subdivision

20 (2) of this subsection as a condition for allowing the tenant to have a pet or

1 pets during the rental period. A landlord shall not charge any amount under
2 this subdivision for any animal that mitigates a disability.

3 * * *

4 (c)(1) A landlord shall return the security deposit along with a written
5 statement itemizing any deductions to a tenant within 14 days ~~from~~ after the
6 date on which the landlord discovers that the tenant vacated or abandoned the
7 dwelling unit or the date the tenant vacated the dwelling unit, provided the
8 landlord received notice from the tenant of that date. In the case of the
9 seasonal occupancy and rental of a dwelling unit not intended as a primary
10 residence, the security deposit and written statement shall be returned within
11 60 days.

12 (2) If a landlord terminates a tenancy under subsection 4467(d) or (e) of
13 this title and at the request of the tenant, the landlord shall return one-half of
14 the security deposit, subject to any deductions authorized by subsection (b) of
15 this section, along with a written statement itemizing any deductions to the
16 tenant not later than 45 days before the date in the termination notice.

17 * * *

18 (e) If a landlord fails to return the security deposit with a statement within
19 ~~14 days~~ the timeframes outlined in subsection (c) of this section, the landlord
20 forfeits the right to withhold any portion of the security deposit. If the failure

1 is willful, the landlord shall be liable for double the amount wrongfully
2 withheld, plus reasonable attorney's fees and costs.

3 * * *

4 § 4465. RETALIATORY CONDUCT PROHIBITED

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

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

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

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

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

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

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

1 any termination by the landlord is in retaliation for the tenant having reported
2 the noncompliance.

3 * * *

4 § 4467. TERMINATION OF TENANCY; NOTICE

5 (a) Termination for nonpayment of rent. The landlord may terminate a
6 tenancy for nonpayment of rent by providing actual notice to the tenant of the
7 date on which the tenancy will terminate, which shall be at least ~~14~~ 10 days
8 after the date of the actual notice. The rental agreement shall not terminate if
9 the tenant pays or tenders rent due through the end of the rental period in
10 which payment is made or tendered, provided a landlord may terminate a
11 tenancy under subdivision (b)(1) of this section for repeated late payment of
12 rent. Acceptance of partial payment of rent shall not constitute a waiver of the
13 landlord's remedies for nonpayment of rent or an accord and satisfaction for
14 nonpayment of rent.

15 (b) Termination for breach of rental agreement.

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

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

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

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

3 (B) A landlord shall provide actual notice ~~given~~ to the tenant at least
4 ~~30~~ 21 days prior to the termination date specified in the notice.

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

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

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

18 (3) A landlord shall not terminate a rental agreement under this
19 subsection based on a person seeking medical assistance for a drug overdose,
20 being the subject of a good faith request for medical assistance, or being at the
21 scene of a drug overdose or within close proximity of the scene of a drug

1 overdose as provided in 18 V.S.A. § 4254 and evidence obtained from the
2 good faith request for medical assistance for a drug overdose shall not be used
3 in an ejectment action brought under 12 V.S.A. chapter 169.

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

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

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

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

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

16 (2) ~~If rent is payable on a weekly basis, by providing actual notice to the~~
17 ~~tenant of the date on which the tenancy will terminate, which shall be at least~~
18 ~~21 days after the date of the actual notice~~ When termination is based on
19 compliance with an order issued by a governmental agency or court order that
20 necessitates vacating the premises, a landlord may terminate a rental agreement
21 on the date provided in the order.

1 (d) Termination of rental agreement when property is sold or repurposed.
2 ~~In the absence of a written rental agreement a~~ A landlord ~~who has contracted to~~
3 ~~sell the building~~ may terminate a tenancy by providing actual notice to the
4 tenant of the date on which the tenancy will terminate, which shall be at least
5 ~~30~~ 90 days after the date of the actual notice or, in the event of a written rental
6 agreement, at least 90 days before the expiration of the stated term of the rental
7 agreement, when:

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

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

12 (C) permanently withdrawing the dwelling unit from the rental
13 market; or

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

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

20 (1) If there is a written rental agreement, the notice to terminate for no
21 cause shall be at least 30 90 days before the end or expiration of the stated term

1 of 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.~~

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

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

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

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

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

1 ~~actual notice if the rent is payable monthly and at least seven days after the~~
2 ~~date of actual notice if the rent is payable weekly.~~

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

12 (j) Payment after termination; effect.

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

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

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

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

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

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

9 (l) Affirmative defense to ejectment action.

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

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

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

19 (C) gas or fuel oil leaks;

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

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

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

4 (G) conditions that present the immediate possibility of serious
5 injury;

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

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

9 (J) inoperable smoke or carbon monoxide detectors.

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

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

16 § 4468. TERMINATION OF TENANCY; ACTION FOR POSSESSION

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

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

(2) for all other terminations provided in section 4467 of this title, under

12 V.S.A. chapter 169, subchapter 3.

* * *

* * * Ejectment * * *

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

§ 663. ALTERNATE SERVICE OF PROCESS; DURATION OF ORDER

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

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

Sec. 3. 12 V.S.A. chapter 169 is amended to read:

CHAPTER 169. EJECTMENT

* * *

Subchapter 3. Superior Court Ejectment

* * *

§ 4853. SERVICE OF PROCESS

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

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

~~{Subsection (a) as amended by 2007, Act No. 125 (Adj. Sess.), § 1.}~~

~~(a) In any action against a tenant for possession, the landlord may file a motion for an order that the tenant pay rent into court. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion.~~

~~{Subsection (a) as amended by 2007, Act No. 176 (Adj. Sess.), § 51.}~~

(a) In any action against a tenant for possession brought in accordance with this chapter, 9 V.S.A. chapter 137, 10 V.S.A. chapter 153, or 11 V.S.A. chapter 14, the landlord may file a motion for an order that the tenant pay rent into court. The motion may be filed and served with the complaint or at any time after the complaint has been filed. The motion shall be accompanied by affidavit setting forth particular facts in support of the motion.

* * *

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

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

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

* * *

Subchapter 4. Superior Court Ejectment for Nonpayment or Breach

§ 4861. ISSUANCE OF PROCESS BY SUPERIOR JUDGE FOR

NONPAYMENT OR BREACH

When the lessee of lands or tenements, either by parole or written lease, or a person holding under the lease, holds possession of the demised premises without right, after the termination of the lease under 9 V.S.A. § 4467(a) or (b), 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 EVICTON

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.

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

14 § 3705. UNLAWFUL TRESPASS

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

19 * * *

20 (g)(1) Notwithstanding subsection (a) of this section or any provision of
21 law to the contrary, a landlord of a dwelling unit may cause to be served an

1 order against trespass that prohibits a tenant's invitees or licensees from
2 trespassing in the dwelling unit or any of the dwelling unit's common areas if:

3 (A) the tenant responsible for the invitee or licensee consents to the
4 order;

5 (B) the invitee or licensee subject to the order has violated the terms
6 of the dwelling unit's lease agreement; or

7 (C) the invitee or licensee has violated a State or federal law while on
8 the premises of the dwelling unit.

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

15 (3) As used in this subsection:

16 (A) "Dwelling unit" means a building or the part of a building that is
17 used as a home, residence, or sleeping place by one or more persons who
18 maintain a household.

19 (B) "Tenant" means a person entitled under a rental agreement to
20 occupy a residential dwelling unit to the exclusion of others.

21 * * * Ejectment Records * * *

1 Sec. 6. 12 V.S.A. chapter 169, subchapter 5 is added to read:

2 Subchapter 5. Confidentiality of Ejectment Records

3 § 4871. DEFINITIONS

4 As used in this subchapter:

5 (1) “Confidential” means to limit access only to those persons who are
6 authorized by law or court order to view the record.

7 (2) “Consumer reporting agency” has the same meaning as in 15 U.S.C.
8 § 1681a(f).

9 (3) “Ejectment record” means recorded information pertaining to an
10 ejectment case that is in the possession, custody, or control of a court or was in
11 the possession of a court.

12 (4) “Landlord” has the same meaning as in 9 V.S.A. § 4451(4).

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

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

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

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

5 (9) “Termination notice” means any notice given under 9 V.S.A. § 4467.
6 § 4872. CONFIDENTIALITY OF RECORD UPON FILING

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

10 § 4873. REMOVAL OF CONFIDENTIALITY OF EJECTMENT RECORDS

11 If the court of jurisdiction in an ejectment case issues a final or default
12 judgment in favor of the landlord where a finding has been made of
13 nonpayment of rent pursuant to 9 V.S.A. § 4467(a) or breach of rental
14 agreement pursuant to 9 V.S.A. § 4467(b), the court shall remove
15 confidentiality for the ejectment record after 30 days unless the court orders
16 continued confidentiality.

17 § 4874. EFFECT OF CONFIDENTIALITY; PROHIBITIONS

18 (a) A person who is asked about the person’s ejectment history may answer
19 that there is no prior ejectment if the record is confidential.

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

4 (2) A consumer reporting agency shall not include any ejectment record
5 in a tenant screening report if the court record is confidential or if the
6 consumer reporting agency has been directly notified that the record is
7 confidential.

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

12 § 4875. ACCESS TO CONFIDENTIAL RECORDS

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

17 (1) each party to the ejectment case;

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

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

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

4 * * * Positive Rental Payment Pilot Program * * *

5 Sec. 7. POSITIVE RENTAL PAYMENT CREDIT REPORTING PILOT

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

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

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

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

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

15 (5) “Rental payment information” means information concerning a
16 participant tenant’s timely payment of rent. “Rent payment information” does
17 not include information concerning a participant tenant’s payment or
18 nonpayment of fees.

19 (b) Pilot program creation.

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

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

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

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

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

18 (D) establish a standard form for a participant tenant to use to elect to
19 participate or cease participation in the pilot program, which shall include a
20 statement that the tenant's participation is voluntary and that a participant may
21 cease participating in the pilot program at any time and for any reason by

1 providing notice to the participant's landlord and that the tenant may be
2 removed from the program for failure to comply with program requirements,
3 including failure to make timely rental payments; and

4 (E) offer an optional financial education course for participant
5 tenants.

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

8 (1) to participate in the pilot program for the duration of the pilot
9 program;

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

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

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

15 (5) to assist in the recruitment of tenants to participate in the pilot
16 program.

17 (d) Pilot program participants. On or before June 1, 2027, the contractor
18 shall, in coordination with the State Treasurer, recruit not more than 10
19 participant property owners and, to the extent practicable, not fewer than 100
20 participant tenants to participate in the pilot program. The contractor shall
21 seek to select participant tenants from populations that are underserved and

1 underrepresented in home ownership. The contractor shall also seek to recruit
2 participant landlords who offer:

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

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

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

8 (e) Termination. The State Treasurer may terminate the pilot program at
9 any time in the Treasurer's sole discretion or terminate participation of a
10 participant property owner for failure to comply with the requirements of the
11 pilot program.

12 (f) Reports.

13 (1) On or before November 1, 2028, the State Treasurer shall submit an
14 interim report to the House Committee on General and Housing and the Senate
15 Committee on Economic Development, Housing and General Affairs regarding
16 the findings of the pilot program. The report shall include:

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

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

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

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

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

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

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

11 (2) On or before November 1, 2029, the State Treasurer shall submit a
12 final report to the House Committee on General and Housing and the Senate
13 Committee on Economic Development, Housing and General Affairs regarding
14 the findings of the pilot program. The report shall include an update to the
15 information required in the interim report.

16 * * * Residential Security Deposit Transition Period * * *

17 Sec. 8. SECURITY DEPOSIT; TRANSITION PERIOD

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

21 * * * Technical Training * * *

1 Sec. 9. LANDLORD AND TENANT EDUCATION AND TECHNICAL
2 ASSISTANCE PROGRAM

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

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

9 (2) For landlords, CVOEO shall develop a curriculum to address any
10 resource and information gaps to increase positive interactions with tenants
11 and improve renter household stability.

12 (c) Assistance under this program shall include in-person, virtual, and on-
13 demand options.

14 * * * Appropriations * * *

15 Sec. 10. APPROPRIATIONS

16 The following is appropriated from the General Fund in fiscal year 2027:

17 (1) the sum of \$100,000.00 to the State Treasurer for contracting and
18 administrative costs necessary to implement the positive rental payment credit
19 reporting pilot program;

