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Representatives Krasnow of South Burlington, Kornheiser of Brattleboro, and Goodnow of Brattleboro move that the report of the Committee on General and Housing be amended as follows:

First: In Sec. 1, 9 V.S.A. chapter 137, in section 4451, after subdivision (11) by inserting subdivisions (12) through (15) to read as follows:

(12) “Actual and imminent threat” means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. Factors to be considered when determining whether there is an actual and imminent threat include the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

(13) “Domestic abuse” has the same meaning as abuse in 15 V.S.A. § 1101(1).

(14) “Sexual assault” has the same meaning as in 12 V.S.A. § 5131(5).

(15) “Stalking” has the same meaning as in 12 V.S.A. § 5131(6).

Second: In Sec. 1, 9 V.S.A. chapter 137, in section 4465, by striking out subsection (a) in its entirety and inserting in lieu thereof a new subsection (a) to read as follows:

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;

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

11 (5) has contacted law enforcement to respond to an instance of domestic
12 abuse.

13 Third: In Sec. 1, 9 V.S.A. chapter 137, in section 4467, by striking out
14 subsection (b) in its entirety and inserting in lieu thereof a new subsection (b)
15 to read as follows:

16 (b) Termination for breach of rental agreement.

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

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

20 (ii) a tenant's late payment of rent more than three times in a 12-
21 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) When termination is based on ~~criminal activity, illegal drug activity,~~
8 ~~or~~ acts of violence, damage to the dwelling unit or premises, or other activity
9 any of which ~~threaten~~ threatens the health or safety of other residents, the
10 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 (3) 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 (4) 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 (5)(A) A landlord shall not terminate a rental agreement of a tenant
5 under this subsection (b) because the tenant is the victim of an incident or
6 pattern of domestic abuse, sexual assault, or stalking.

7 (B) The landlord shall allow a tenant who is the victim of domestic
8 abuse, sexual assault, or stalking committed by another tenant or lawful
9 occupant to bifurcate the rental agreement as authorized in section 4472a of
10 this title.

11 (C) The landlord may terminate the rental agreement under
12 subdivision (2) of this subsection (b) for a tenant who has committed an act of
13 domestic abuse, sexual assault, or stalking against another tenant if the act
14 poses an actual and imminent threat to the remaining tenants, other residents,
15 the landlord or landlord's agent, or neighbors, and there is no other action to be
16 taken that would reduce or eliminate the threat.

17 Fourth: By adding a Sec. 1a to read as follows:

18 Sec. 1a. 9 V.S.A. § 4472a is added to read:

19 § 4472a. RIGHT TO BIFURCATION OF A RENTAL AGREEMENT

20 (a)(1) Notwithstanding a contrary provision of a rental agreement or of
21 subchapter 2 of this chapter, a landlord shall authorize a protected tenant to

1 bifurcate a rental agreement in order to eject, remove, or terminate a rental
2 agreement to any individual who is a tenant or lawful occupant of the dwelling
3 unit that engages in abuse, sexual assault, or stalking, against the protected
4 tenant without ejecting, removing, or terminating the rental agreement with the
5 protected tenant.

6 (2) In bifurcating a rental agreement under this section, the landlord may
7 terminate the rental agreement of the abuser in accordance with subdivision
8 4467(b)(2) of this chapter.

9 (b)(1) In the event the bifurcation and removal of an individual under
10 subsection (a) of this section results in the protected tenant being unable to
11 cover the rent of the dwelling unit, the landlord shall provide the protected
12 tenant with a reasonable opportunity to locate additional tenants or to
13 otherwise find new housing.

14 (2) A reasonable opportunity under this section shall be not less than 90
15 days.