



What is Vermont's policy on landlord-tenant relationships and payment of rent?

The policy of the RRAA is to **balance** the rights of landlords and tenants. Current Landlord/Tenant policy **favors payment** of rent and preservation of tenancies, 9 V.S.A. 4467(a), (pay to invalid termination notice) 12 V.S.A. 4773 (pay to discontinue non-payment eviction court case)

How does the rent-into-court law, 12 V.S.A. 4853a, fit in Vermont's Landlord-Tenant policy?

It doesn't fit well. If rent is in arrears at any time while the eviction is pending, a landlord can ask for an order to pay rent-into-court, no matter the reason for termination of tenancy. It is an optional court procedure available only to landlords, so it favors landlords over tenants; it is **not balanced**. Also, rent-into-court procedures assume landlords can give evidence, but tenants cannot give evidence without an advance written request for permission to present evidence. A tenant could be denied permission to prove that the landlord refused to accept rent, rent was being properly withheld because of defects that materially affect health and safety, or there was no termination of tenancy prior to the court case being filed.

It **undercuts policy favoring payment** of all rent due and preserving tenancy because landlords frequently choose rent-into-court process to get possession before a tenant has time to get the funds to pay all the rent due.

What was the rent-into-court law supposed to do?

The rent-into-court statute was added in 1993 was to give landlords an option to require the court to hold on to rent as it accrued in the time between the filing of the case in court and final hearing. That way, landlords didn't have to risk losing current rent payments during eviction process.

The issue the Court decides at a rent-into-court hearing is whether the tenant has an obligation to pay rent and, at the time of the hearing, owes back rent. 12 V.S.A. 4853a(d). If those things are proved, the court can order the tenant to pay rent-into-court. If the tenant doesn't pay as ordered, the landlord can get an immediate Writ of Possession.

Landlords use the Rent-into-court Motions and Orders to get a strategic advantage.

Each case is different, but strategies include:

- To get possession without a trial on the grounds for eviction.



- To prompt negotiations and possibility of settlement, including back-rent programs and payment plans.
- To have the court hold disputed money while parties prepare to show their side of the dispute over total amount of rent owed; at final hearing, the court decides which party gets the funds in the court's rent escrow account.

Where in an eviction case does a hearing on rent-into-court come in?

It is an optional hearing that only landlords are allowed to request. It is requested before final hearing.

All cases require that the landlord file a Complaint and the tenant must file an Answer; if the tenant fails to file an Answer, the landlord can ask for Default judgment. Or, after an Answer is filed, the court can schedule a status conference and then a final hearing.

When a landlord requests a rent-into-court hearing, the court must give the parties 14 days' notice before the court date. Many county court units set aside one or two days a month for rent-into-court hearings.

The landlord's choice to request for rent-into-court process prolongs the case for several reasons. Often, the tenant's Answer to the landlord's Complaint is not due until after 14 days after the rent-into-court hearing. If a rent-into hearing is requested by the landlord, the court will always schedule the hearing, and that usually pushes the final hearing date further away.

How would H. 772 affect rent- into-court process?

Depending on the grounds for eviction, H. 772 likely eliminates the possibility of rent-into-court hearings in some cases.

If the reason for eviction is for no cause, sale of building or expiration, or new grounds proposed by H. 772: tenant self-termination, "governmental notice," landlord intent to occupy by a family member, withdraw the unit from the market, or renovate. H. 772 retains current processes and timelines and motions for rent-into-court would be possible.

If the reason for eviction is non-payment, or breach, the timeframes in H. 772 Section 2 would make rent-into-court process unlikely. The bill requires a final hearing date not later than 60 days from filing the complaint. Rent-into-court hearing days are scheduled on regular days each month, and there has to be 14 days advance notice prior to the hearing, and a tenant has a right to answer within 14 days after the hearing. Rent-into-court hearings would seldom fit in the 60-day timeframe of H. 772.



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