

**Summary of Comments on GENERAL-#386331-v1-26-0449;\_Mihaly;\_landlord\_tenant\_omnibus-CVOEOComments-1-12-26.pdf**

**PAGE 2 LINE 1**

Changing proof of receipt to simply being delivered removes an accountability measure for both tenants and landlords. Most legal documents require proof of receipt, simply to make adjudication actions easier in case of dispute.

**PAGE 2 LINE 3**

Does this Actual Notice apply just to evictions, or to all notices? If it applies to all, then a rent increase could be delivered by a sheriff, which could be an unnecessarily intimidating measure.

**PAGE 2 LINE 11**

May be fine for certified mail, but not at all enough time for first class USPS mail. My mail is only delivered about 3 times a week at present, due to USPS staff shortages and I think this is not that unusual in rural areas of VT.

**PAGE 5 LINE 16**

SUGGESTED REWORDING:

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

(2) As used in this section, an "application fee" includes any fee or charge to submit a residential rental application or conduct a background or credit check on a residential applicant, a third-party processing payment, and any other costs associated with a rental agreement application.

**PAGE 6 LINE 1**

Good! And credit the check fee should also be included under application fee.

**PAGE 6 LINE 5**

"nominal" is vague and subjective. IF allowed as a separate fee, the language should state that it can only be the actual cost of that fee, with the receipt provided to the applicant.

Also: Credit score is not an indicator of income and ability and commitment to pay rent. Past rental payment history and current budget would be better indicators.

**PAGE 6 LINE 18**

We would prefer to see one month's rent. This works well in Burlington and Brattleboro, so why not make it consistent statewide? To make someone come up with the equivalent of 2 month's rent, in addition to the first month is an unreasonable barrier, especially for people with lower incomes, who are statistically more likely to be members of protected classes under federal/state fair housing law.

SUGGESTED REWORDING:

(2) A landlord shall not charge for or receive a security deposit exceeding an amount equal to one month's rent, in addition to any rent for the first month paid on or before initial occupancy.

**PAGE 7 LINE 4**

This is too short of a notice and will result in more Summons filed in court, which become public record. This is punitive to tenants who are otherwise adhering to all lease terms and norms of behavior. More time allows for time for tenant and landlord to work out a repayment plan.

**PAGE 7 LINE 17**

Same concern as above. What constitutes "repeated"? If otherwise a tenant in good standing but has routine cash flow issues, maybe ask the tenant to seek financial counseling, money management resources, or financial coaching? We realize the landlord needs the rent money to pay their bills, but is eviction our only answer to poverty or lack of financial education within our consumer oriented system?

**PAGE 7 LINE 21**

subjective term

**PAGE 8 LINE 4**

What constitutes "damage" could be subjective. Also, in a situation of abuse, the victim/survivor has protections under VT fair housing and landlord/tenant law and should not be held responsible for actions/damage of abuser.

**PAGE 8 LINE 8**

This is far too short. Although we understand the desire to speed up the process, the "unreasonable time" (per landlords) it takes to complete evictions is not because of the statutory notice periods, it's the time that is taken in the courts, especially when the landlord (or landlord's attorney) is not prepared on their end.

**PAGE 9 LINE 3**

Need to specify the notice period. Current landlord/tenant law requires the tenant to give one full rental period notice (two rental periods in Burlington).

**PAGE 9 LINE 17**

Why kick the tenant out to sell the building? The tenant's lease is still valid under a new owner.

**PAGE 9 LINE 19**

"Good faith intention" seems easy to judge. How will this be enforced?

**PAGE 10 LINE 4**

This could invite property neglect as a way to get rid of tenants and/or raise rents beyond subsidy limits.

**PAGE 10 LINE 6**

Why include "at market rate"? This implies that it is not possible to retain naturally occurring affordable housing post-renovation/restoring habitability. This is a false assumption.

**PAGE 10 LINE 10**

We would like to see this section removed and only allow eviction for cause...

**PAGE 11 LINE 15**

too short

**PAGE 13 LINE 4**

SUGGESTED REWORDING:

(l) Affirmative defense to ejectment action.

(1) For any eviction action based on a failure to pay rent pursuant to subsection (a) of this section, it shall be an affirmative defense of the tenant, and the ejectment shall be dismissed, if there exists a serious health and safety code violation as defined under current rental housing health code.

The intent here is good, but why include the list of specific habitability issues? Why not just reference the "current rental housing health code" for requirement? Either that document includes enforceable warrant of habitability issues or it doesn't. Creating separate lists will cause confusion.

**PAGE 13 LINE 14**

Rental health code says 55 degrees, not 60.

**PAGE 14 LINE 20**

Deemed by who? How would this be tracked/enforced? It would be better to have a %.

**PAGE 15 LINE 1**

Need to include notice period language to make it clear that a landlord must give actual notice before increasing the rent at the end of a lease period and cannot increase the rent within a lease period:  
- An increase in rent shall take effect on the first day of the rental period following no less than 60 days written notice to the renter. (Burlington city ordinances require a 90-day notice period)

**PAGE 15 LINE 5**

More clarity needed here. It appears to say that a landlord can't raise the rent more than once a year, but IF THEY DO, it can only be up to 3% above the US CPI? Or is the 3% above CPI for any rent increase?

**PAGE 16 LINE 1**

Odd wording that doesn't appear elsewhere.

**PAGE 16 LINE 20**

This is very very short. Tenants already do not understand the process - the current 20 days allows barely enough time to seek assistance through VT Tenants (our response times can be uneven, based on business hours, staffing, call volume etc.), Vermont Legal Aid (no idea their current response time in

reality), state judiciary... and then draft a legit answer, get it into the court (usually a drop-off needed during the court's business hours, which may not be near to tenant's residence, etc.). Tenants who receive a Summons often react with a trauma response – flee, flight, freeze. They experience overwhelm and intimidation. And may not read or speak English well enough to understand the meaning of the document. It is unfair and impractical to expect a tenant to react the way someone familiar with the law would react. Again, if the non-payment of rent or repeated non-payment is left in, this seems particularly problematic.

**PAGE 17 LINE 11**

For this and any other places where there are timelines set for the judiciary: what is the accountability for holding the judiciary to the timelines?

**PAGE 18 LINE 5**

Is this a legal term? How is a non-lawyer tenant to read this and know what to provide?

**PAGE 18 LINE 19**

currently 14 days – 7 days is too short

**PAGE 19 LINE 4**

Current statute says landlord may dispose of items only if:

- 15 days have passed from the service of the Writ of Possession;\* AND - The landlord has been restored possession of the unit.

**PAGE 19 LINE 13**

This seems problematic without a trespass notice as defined below.

**PAGE 21 LINE 19**

So all eviction cases are confidential until there is final judgement against the tenant? (ie. pending cases, cases resolved through payment, and dropped cases will remain confidential?)

**PAGE 22 LINE 5**

The addition of confidentiality is good, but this system is very complex. Who would be responsible for requesting/enforcing the back-and-forth shifts between confidential and public?

**PAGE 22 LINE 14**

So anyone in these categories would automatically be given confidentiality, no matter what the reason for eviction? (legally, everyone is in a protected class)

**PAGE 23 LINE 6**

Is this feasible?

**PAGE 23 LINE 13**

The complexity of this proposed confidentiality measure is relying on the tenant taking actions in court - curious what the overburdened and back-up court system has to say... in particular a remedy that has the tenant suing for damages does nothing to help the tenant find housing they can no longer obtain

due to the lapse in confidentiality...

**PAGE 25 LINE 8**

I get the idea behind this, but wonder about effectiveness and unforeseen consequences. The tenants who may be most willing to participate are those that have the bandwidth, time, resources, and privileges to do so – so there is an inherent bias here. Also, if a tenant doesn't choose to participate will a potential landlord see this as a presumed negative? This may be more work for landlords and tenants both to participate. Why not just stick to the premise of simplicity, try it for 5 years, then evaluate? I.e. make eviction records confidential, get rid of credit and background check fees (and holding fees etc. etc.), see how things go? Some landlords do not use credit or background checks (and presumably don't check eviction records either if they aren't getting background checks done) and seem to do fine.

**PAGE 25 LINE 16**

Very important that the tenant has to agree to participate vs. landlord mandating participation

**PAGE 27 LINE 6**

Who is providing/paying for this financial education, and monitoring for completion? CVOEO offers tenant skills and financial education as well as the Preferred Renter Certificate program, which pairs workshops on Tenant Skills, Finding Housing, and Sustaining the Rent with a financial coaching session.

**PAGE 30 LINE 11**

Request funds for financial coaches and landlord and tenant education on basic fair housing and landlord/tenant rights and responsibilities. (see supplied language)