

Side-by-Side: H.399 / H.440 / H.688 / H.756 / H.772
*** Provisions Related to Residential Rental Agreements ***

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<p>§ 4451. DEFINITIONS</p> <p>As used in this chapter:</p> <p>(1) “Actual notice” means receipt of written notice hand-delivered or mailed to the last known address. A rebuttable presumption that the notice was received three days after mailing is created if the sending party proves that the notice was sent by first-class or certified U.S. mail.</p>	<p>Same definition of immediate family. See below.</p>	<p>Same definition of immediate family. See below.</p>			<p>§ 4451. DEFINITIONS</p> <p>(1)(A) “Actual notice” means receipt of written notice <u>either</u>:</p> <p>(i) hand-delivered or <u>delivered by sheriff service</u>;</p> <p>(iii) <u>mailed to the last known address or the address provided in the residential rental agreement</u>;</p> <p>(iv) <u>posted on the door of the dwelling unit and mailed as described in subdivision (iii) of this subdivision (1)(A); or</u></p> <p>(v) <u>emailed to an email address included in the lease agreement and mailed as described in subdivision (iii) of this subdivision (1)(A).</u></p> <p>(B) A rebuttable presumption that the notice was received three days after mailing is created if the sending party proves that the notice was sent by first-class or certified U.S. mail.</p> <p>* * *</p> <p>(11) “Immediate family” <u>means</u>:</p> <p>(A) <u>an adult person related by blood, adoption, marriage, or as defined or described in similar law in another jurisdiction</u>;</p> <p>(B) <u>an unmarried parent of a joint child</u>;</p>

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					<u>(C) a child, grandchild, foster child, ward, or guardian; or</u> <u>(D) a child, grandchild, foster child, ward, or guardian of any person listed in subdivision (A) or (B) of this subdivision (11).</u> * * *
<p>§ 4454. ATTEMPT TO CIRCUMVENT</p> <p>No rental agreement shall contain any provision that attempts to circumvent or circumvents obligations and remedies established by this chapter and any such provision shall be unenforceable and void.</p>	<p>§ 4454. ATTEMPT TO CIRCUMVENT <u>REQUIRED RENTAL AGREEMENT TERMS</u></p> <p><u>(a) A landlord shall ensure that a rental agreement with a duration of 12 months or longer is in writing and includes:</u></p> <p><u>(1) identification of the parties involved, including contact information for the owner and any party responsible for managing the property on the owner’s behalf;</u></p> <p><u>(2) a description of the property subject to the agreement;</u></p> <p><u>(3) the duration of the agreement, including whether the agreement is periodic or for a fixed term, with clearly specified start and end dates;</u></p> <p><u>(4) the financial obligations of the tenant, including the amount of rent, the due date, and the method of payment;</u></p> <p><u>(5) whether there are penalties for late payment of rent, including the date the penalty becomes effective and the calculation of the penalty amount;</u></p> <p><u>(6) the amount of any security deposit and the conditions under which part or all of the security deposit may be withheld, in compliance with section 4461 of this title;</u></p>				

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	<p><u>(7) a description of the responsibility of the parties for maintenance and repair of the property;</u></p> <p><u>(8) a description of the responsibilities of the parties for the provision of, and payment for, utilities for the rental unit;</u></p> <p><u>(9) a statement of the rights and responsibilities of the parties to the agreement;</u></p> <p><u>(10) an accurate statement of the protections against retaliation in section 4465 of this title;</u></p> <p><u>(11) a statement that a tenant may not be evicted without cause; and</u></p> <p><u>(12) any other disclosure required by law.</u></p> <p><u>(b)</u> No rental agreement shall contain any provision that attempts to circumvent or circumvents obligations and remedies established by this chapter and any such provision shall be unenforceable and void.</p>				
<p>§ 4456a. RESIDENTIAL RENTAL APPLICATION</p> <p>(a) 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.</p> <p>(b)(1) In order to conduct a background or credit check, a landlord shall accept any of the following:</p>	<p>§ 4456a. RESIDENTIAL RENTAL APPLICATION FEES; <u>PROHIBITED ACTS</u></p> <p><u>(a)</u> A landlord or a landlord’s agent shall not:</p> <p><u>(1) charge an application fee to any individual in order to apply to enter into a rental agreement for a residential dwelling unit; or</u></p> <p><u>(2) request the Social Security number of an individual or a member of an individual’s household in order to apply to enter into a rental agreement for a residential dwelling unit or to</u></p>				<p>§ 4456a. RESIDENTIAL RENTAL APPLICATION</p> <p>(a)<u>(1)</u> 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.</p>

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<p>(A) an original or a copy of any unexpired form of government-issued identification;</p> <p>(B) an Individual Taxpayer Identification Number; or</p> <p>(C) a Social Security number.</p> <p>(2) A landlord or a landlord's agent shall not require a Social Security number for the completion of a residential rental application or refuse to accept an application due to the lack of a Social Security number.</p>	<p><u>conduct a criminal background or credit check.</u></p> <p><u>(b) As used in this section, an "application fee" includes any fee or charge associated with a credit check, background check, or third-party processing payment or any other costs associated with a rental agreement application.</u></p> <p><u>(c) If required during the application process, a landlord or a landlord's agent shall accept an original or a copy of any form of government-issued identification.</u></p> <p><u>(d) This section 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.</u></p> <p><u>(e) A person who violates this section commits an unfair practice in commerce in violation of section 2453 of this title.</u></p>				<p><u>(2) As used in this section, an "application fee" includes any fee or charge to submit a residential rental application or conduct a background check on a residential applicant, a third-party processing payment, and any other costs associated with a rental agreement application.</u></p> <p><u>(3) A landlord or a landlord's agent may charge a nominal fee to conduct a credit check of an applicant, unless the tenant or applicant provides a credit check as part of the application, in which case the landlord or landlord's agent shall not charge a fee.</u></p> <p style="text-align: center;">* * *</p> <p><u>(c) A person who violates this section commits an unfair practice in commerce in violation of section 2453 of this title.</u></p>
<p>§ 4457. LANDLORD OBLIGATIONS; HABITABILITY</p> <p>(a) Warranty of habitability. In any residential rental agreement, the landlord shall be deemed to covenant and warrant to deliver over and maintain, throughout the period of the tenancy, premises that are safe, clean, and fit for human habitation and that comply with the requirements of applicable building, housing, and health regulations.</p> <p>(b) Waiver. No rental agreement shall contain any provision by which the tenant waives the protections of the implied warranty of habitability. Any such waiver shall be deemed contrary to public</p>				<p>§ 4457. LANDLORD OBLIGATIONS; HABITABILITY</p> <p>(d) Termination of tenancy. A landlord shall notify any relevant housing authority with 48 hours after providing notice of termination of a residential rental agreement under section 4467 of this title for a tenant receiving housing assistance.</p>	

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<p>policy and shall be unenforceable and void.</p> <p>(c) Heat and water. As part of the implied warranty of habitability, the landlord shall ensure that the dwelling unit has heating facilities that are capable of safely providing a reasonable amount of heat. Every landlord who provides heat as part of the rental agreement shall at all times supply a reasonable amount of heat to the dwelling unit. The landlord shall provide an adequate amount of water to each dwelling unit properly connected with hot and cold water lines. The hot water lines shall be connected with supplied water-heating facilities that are capable of heating sufficient water to permit an adequate amount to be drawn. This subsection shall not apply to a dwelling unit intended and rented for summer occupancy or as a hunting camp.</p>				<p><u>(e) Criminal activity. A landlord shall notify law enforcement of suspected human trafficking, as that term is defined in 13 V.S.A. § 2651, as soon as practicable after the occurrence of the suspected human trafficking within a dwelling unit owned or managed by the landlord.</u></p>	
<p>§ 4461. SECURITY DEPOSITS</p> <p>(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant’s obligations to pay rent and to maintain a dwelling unit.</p> <p>* * *</p>					<p>§ 4461. SECURITY DEPOSITS</p> <p>(a)(1) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant’s obligations to pay rent and to maintain a dwelling unit.</p> <p><u>(2) A landlord shall not charge for or receive a security deposit exceeding an amount equal to two months’ rent, in addition to any rent for the first month paid on or before initial occupancy.</u></p> <p>* * *</p>
§ 4467. TERMINATION OF TENANCY; NOTICE	§ 4467. TERMINATION OF TENANCY; NOTICE	§ 4467. TERMINATION OF TENANCY; NOTICE	§ 4467. TERMINATION OF TENANCY; NOTICE	§ 4467. TERMINATION OF TENANCY; NOTICE	§ 4467. TERMINATION OF TENANCY; NOTICE

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<p>(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord’s remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.</p> <p>(b) Termination for breach of rental agreement.</p> <p>(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.</p>	<p>(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord’s remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.</p> <p>(b) Termination for breach of rental agreement.</p> <p>(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.</p>	<p>(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord’s remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.</p> <p>(b) Termination for breach of rental agreement.</p> <p>(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.</p>	<p>(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 three days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord’s remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.</p> <p>(b) Termination for breach of rental agreement.</p> <p>(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 three days prior to the termination date specified in the notice.</p>	<p>* * *</p> <p>(b) Termination for breach of rental agreement.</p> <p>(1) The landlord may terminate a tenancy for failure of the a tenant, household member, or guest to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.</p>	<p>(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 seven days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord’s remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.</p> <p>(b) Termination for breach of rental agreement.</p> <p>(1)(A) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 21 days prior to the termination date specified in the notice.</p> <p><u>(B) Failure to comply with a material term of the rental agreement or with obligations imposed under this chapter includes:</u></p> <p><u>(i) repeated late payment of rent;</u></p> <p><u>(ii) refusal to allow a landlord or landlord’s agent access to the dwelling unit;</u></p> <p><u>(iii) the tenant’s refusal to sign a rental agreement renewal or accept reasonable changes to the rental agreement; and</u></p>

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<p>(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.</p> <p>(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:</p> <p>(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:</p>	<p>(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.</p> <p>(c) Termination for no cause. In the absence of a written rental agreement, <u>subject to subdivision (3) of this subsection</u>, the landlord may terminate a tenancy for no cause as follows:</p> <p>(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:</p> <p>(A) for tenants who have resided continuously in the same</p>	<p>(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.</p> <p>(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:</p> <p>(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be <u>A landlord shall not terminate a tenancy unless</u></p>	<p>(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 three days from the date of the actual notice.</p> <p>(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:</p> <p>(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:</p> <p>(A) for tenants who have resided continuously in the same</p>	<p>(2) When termination is based on criminal activity, illegal drug activity, human trafficking, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 seven days from the date of the actual notice.</p> <p>* * *</p> <p>(3) <u>The actual notice required under this subsection shall be accompanied by an affidavit setting forth particular facts in support of the termination with sufficient details to inform the tenant of the reasoning behind the termination.</u></p> <p>(c) Termination for no cause <u>Termination for tenant or governmental notice to vacate. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:</u></p> <p>(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on</p>	<p><u>(iv) the tenant's interference with the health and safety of the landlord, landlord's agent, other residents, or neighbors.</u></p> <p>(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, damage to the dwelling unit or premises, or other activity any of which threaten <u>threatens</u> the health or safety of other residents, the landlord or landlord's agent, or neighbors, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 three days from the date of the actual notice.</p> <p>(3) <u>The actual notice required under this subsection shall be accompanied by an affidavit setting forth particular facts in support of the termination with sufficient details to inform the tenant of the reasoning behind the termination.</u></p> <p>(c) Termination for no cause <u>Termination for tenant or governmental notice to vacate. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:</u></p> <p>(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on</p>

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<p>(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;</p> <p>(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.</p> <p>(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.</p>	<p>premises for two years or less, at least 60 days after the date of the actual notice; <u>or</u></p> <p>(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.</p> <p>(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.</p> <p>(3) This subsection shall apply only in the following circumstances:</p> <p>(A) the rental unit is one of a two-unit or three-unit owner-occupied building; <u>or</u></p> <p>(B) the rental unit requires renovations that exceed 50 percent of the rental unit's value to become or remain habitable, provided that the tenant shall have the right of first refusal to reoccupy the unit at</p>	<p><u>authorized by this section. A landlord may terminate a tenancy:</u></p> <p>(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice <u>nonpayment of rent in accordance with the requirements of subsection (a) of this section;</u></p> <p>(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice <u>breach of a rental agreement in accordance with the requirements of subsection (b) of this section;</u></p> <p>(C) for no cause in accordance with the requirements of this subsection (c);</p> <p>(D) <u>when the property is sold in accordance with the requirements of subsection (d) of this section; or</u></p> <p>(E) for a shared occupancy in accordance with the requirements of subsection (h) of this section.</p> <p>(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice <u>A landlord may terminate a tenancy for no cause only in the following circumstances:</u></p> <p>(A) the rental unit is one of a two-unit or three-unit owner-occupied building;</p> <p>(B) the rental unit requires renovations that exceed 50 percent of the rental unit's value to become or remain habitable, provided that</p>	<p>premises for two years or less, at least 60 days after the date of the actual notice;</p> <p>(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.</p> <p>(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 24 three days after the date of the actual notice.</p>		<p>which the tenancy will terminate, which shall be:</p> <p>(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;</p> <p>(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice <u>When termination is based on an intent to vacate provided by actual notice from a tenant, a landlord may terminate a rental agreement on the date provided in the actual notice.</u></p> <p>(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice <u>When termination is based on compliance with an order issued by a governmental agency or court order that necessitates vacating the premises, a landlord may terminate a rental agreement on the date provided in the order.</u></p>

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	<p><u>market rate following renovations and the tenant had been provided with adequate relocation costs for the duration of the renovations.</u></p> <p>See (f)(3) below</p> <p>See (f)(1)(B) below</p> <p>See (f)(3)(B) below six months</p> <p>Only included when there is a renovation</p> <p>See (f)(2) below first three months if allowed by rental agreement</p> <p>Same definition of immediate family</p>	<p><u>the tenant shall have the right of first refusal to reoccupy the unit at market rate following renovations;</u></p> <p>(C) <u>if the landlord or a member of the landlord’s immediate family has a good faith intention to occupy the premises; or</u></p> <p>(D) <u>if the tenant refuses to accept reasonable, good faith renewal terms when proposed in writing with a reasonable opportunity for the tenant to review and accept the proposed terms.</u></p> <p>(3) <u>The expiration of a rental agreement shall not constitute cause under this section.</u></p> <p>(4) <u>In the event a landlord terminates a tenancy for no cause under this subsection, the landlord shall provide:</u></p> <p>(A) <u>notice of at least three months prior to the termination date; and</u></p> <p>(B) <u>reasonable relocation expenses of at least the equivalent of one month’s rent under the rental agreement terms or the waiving of the final month’s rent.</u></p> <p>(5) <u>This subsection shall not apply to the first six months of a tenant’s occupancy under a residential rental agreement. If terminating a tenant’s occupancy within the first six months, a landlord shall provide actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.</u></p>			

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<p>(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.</p>	<p>(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement, a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days <u>three months</u> after the date of the actual notice.</p> <p>See (f)(3) below</p>	<p><u>(6) As used in this subsection, “immediate family” means:</u></p> <p><u>(A) an adult person related by blood, adoption, marriage, or as defined or described in similar law in another jurisdiction;</u></p> <p><u>(B) an unmarried parent of a joint child;</u></p> <p><u>(C) a child, grandchild, foster child, ward, or guardian; or</u></p> <p><u>(D) a child, grandchild, foster child, ward, or guardian of any person listed in subdivision (A) or (B) of this subdivision (6).</u></p> <p>(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.</p> <p>See (c)(2)(C) above</p>	<p>(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.</p>		<p>Same definition of immediate family</p> <p>(d) Termination of rental agreement when property is sold <u>or repurposed</u>.</p> <p>(1) In the absence of a written rental agreement, a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice, <u>when a landlord:</u></p> <p><u>(A) has contracted to sell the building;</u></p> <p><u>(B) has a good faith intention for the landlord or a member of the landlord’s immediate family to occupy the premises for a minimum of 12 continuous months as a primary residence;</u></p> <p><u>(C) intends to permanently withdraw the dwelling unit from the rental market; or</u></p> <p><u>(D) intends to demolish the dwelling unit or premises or the rental unit requires renovations that exceed 50 percent of the rental unit’s value to become or remain habitable, provided that the tenant shall have the right of first refusal to</u></p>

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<p>(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.</p>	<p>(e) Termination for no cause under terms of written rental agreement. <u>Subject to subdivision (2) of this subsection:</u></p> <p>(1) If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.</p> <p>(2) <u>This subsection shall apply only in the following circumstances:</u></p> <p>(A) <u>the rental unit is one of a two-unit or three-unit owner-occupied building; or</u></p> <p>(B) <u>the rental unit requires renovations that exceed 50 percent of the rental unit’s value to become or remain habitable, provided that the tenant shall have the right of first refusal to reoccupy the unit at market rate following renovations</u></p>	<p>(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section. [Repealed.]</p>	<p>(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven three days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.</p>		<p><u>reoccupy the unit at market rate following renovations.</u></p> <p><u>(2) In the event of a written rental agreement, the actual notice to terminate under subdivision (1) of this subsection shall be at least 30 days before the end or expiration of the stated term of the rental agreement.</u></p> <p>(e) Termination for no cause under terms of written rental agreement.</p> <p>(1) If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section</p> <p>(2) In the absence of a <u>written rental agreement, the notice to terminate shall be at least 30 days after the date of actual notice if the tenancy has continued for two years or less. The notice to terminate shall be at least 60 days after the date of actual notice if the tenancy</u></p>

Current Statute	H.399	H.440	H.688	H.756	H.772
<p>(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.</p>	<p><u>and the tenant had been provided with adequate relocation costs for the duration of the renovations.</u></p> <p>(f) Termination date for no cause prohibited. In all cases, the termination date shall be specifically stated in the notice.</p> <p><u>(1)(A) Except as otherwise provided in this section, a landlord shall not terminate a tenancy without cause.</u></p> <p><u>(B) For purposes of this subsection (f), the expiration of a rental agreement shall not constitute cause for a landlord to terminate a tenancy.</u></p> <p><u>(2) A landlord may terminate a tenancy for no cause, if allowed by the rental agreement, within the first three months of a new tenancy.</u></p> <p><u>(3)(A) A landlord may terminate a tenancy for no cause if the landlord or a member of the landlord’s immediate family has a good faith intention to occupy the premises.</u></p> <p><u>(B) A landlord shall provide the tenant with actual notice of the date on which the tenancy will terminate, which shall be at least six months after the date of the actual notice.</u></p> <p><u>(C) As used in this subdivision (3), “immediate family” means:</u></p> <p><u>(i) an adult person related by blood, adoption, marriage, or as defined or described in similar law in another jurisdiction;</u></p> <p><u>(ii) an unmarried parent of a joint child;</u></p>	<p>(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.</p> <p>See (c)(2) above</p> <p>See (c)(3) above</p> <p>See (c)(5) above</p> <p>See (c)(2)(C) above</p> <p>See (c)(4)(A) above three months</p> <p>Same definition of immediate family</p>	<p>(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.</p>		<p><u>has continued for more than two years.</u></p> <p>(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.</p> <p>Same definition of immediate family</p>

Current Statute	H.399	H.440	H.688	H.756	H.772
<p>(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.</p> <p>(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.</p>	<p><u>(iii) a child, grandchild, foster child, ward, or guardian; or</u></p> <p><u>(iv) a child, grandchild, foster child, ward, or guardian of any person listed in subdivision (i) or (ii) of this subdivision (f)(3)(C).</u></p> <p><u>(4) A landlord may terminate a tenancy for no cause pursuant to subsection (c) or (e) of this section.</u></p> <p><u>(5) A landlord may terminate a tenancy of shared occupancy for no cause pursuant to subsection (h) of this section.</u></p> <p><u>(6) A landlord may terminate a tenancy in order to comply with a State law or municipal government order that requires the tenant to leave.</u></p> <p>(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.</p> <p>(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her <u>the person's</u> personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.</p>	<p>(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.</p> <p>(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the</p>	<p>(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.</p> <p>(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her <u>the person's</u> personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven <u>three</u> days after the date of actual notice if the rent is payable weekly.</p>		<p>See (c)(2) above</p> <p>(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.</p> <p>(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her <u>the person's</u> personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at</p>

Current Statute	H.399	H.440	H.688	H.756	H.772
<p>(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.</p> <p>(j) Payment after termination; effect.</p> <p>(1) A landlord’s acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord’s remedies to proceed with an eviction action based on any of the following:</p> <p>(A) the tenant’s breach of the terms of a rental agreement pursuant to subsection (b) of this section;</p> <p>(B) the tenant’s breach of the tenant’s obligations pursuant to</p>	<p>(i) Multiple <u>Termination date;</u> multiple notices.</p> <p><u>(1) A landlord shall specifically state a termination date in a notice of termination.</u></p> <p><u>(2)</u> All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.</p> <p>(j) Payment after termination; effect.</p> <p>(1) A landlord’s acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord’s remedies to proceed with an eviction action based on any of the following:</p> <p>(A) the tenant’s breach of the terms of a rental agreement pursuant to subsection (b) of this section;</p> <p>(B) the tenant’s breach of the tenant’s obligations pursuant to</p>	<p>date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.</p> <p>(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.</p> <p>(j) Payment after termination; effect.</p> <p>(1) A landlord’s acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord’s remedies to proceed with an eviction action based on any of the following:</p>	<p>(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.</p> <p>(j) Payment after termination; effect.</p> <p>(1) A landlord’s acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord’s remedies to proceed with an eviction action based on any of the following:</p> <p>(A) the tenant’s breach of the terms of a rental agreement pursuant to subsection (b) of this section;</p>		<p>least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.</p> <p>(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.</p> <p>(j) Payment after termination; effect.</p> <p>(1) A landlord’s acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord’s remedies to proceed with an eviction action based on any of the following:</p>

Current Statute	H.399	H.440	H.688	H.756	H.772
<p>subsections 4456(a), (b), and (c) of this title; or</p> <p>(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.</p> <p>(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.</p> <p>(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.</p>	<p>subsections 4456(a), (b), and (c) of this title; or</p> <p>(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.</p> <p>(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.</p> <p>(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.</p>	<p>(A) the tenant’s breach of the terms of a rental agreement pursuant to subsection (b) of this section;</p> <p>(B) the tenant’s breach of the tenant’s obligations pursuant to subsections 4456(a), (b), and (c) of this title; or</p> <p>(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.</p> <p>(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.</p> <p>(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.</p>	<p>(B) the tenant’s breach of the tenant’s obligations pursuant to subsections 4456(a), (b), and (c) of this title; or</p> <p>(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.</p> <p>(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.</p> <p>(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 90 days from the termination date set forth in the notice.</p>		<p>(A) the tenant’s breach of the terms of a rental agreement pursuant to subsection (b) of this section;</p> <p>(B) the tenant’s breach of the tenant’s obligations pursuant to subsections 4456(a), (b), and (c) of this title; or</p> <p>(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.</p> <p>(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.</p> <p>(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 30 days from the termination date set forth in the notice when provided pursuant to subsection (a) or (b) of this section and not later than 60 days from the termination date set forth in the notice for all other terminations.</p> <p><u>(l) Affirmative defense to ejectment action.</u></p> <p><u>(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, which shall include:</u></p>

Current Statute	H.399	H.440	H.688	H.756	H.772
					<p><u>(A) any condition that jeopardizes the security of the unit;</u></p> <p><u>(B) major plumbing leaks, flooding, or waterlogged ceiling or flooring in imminent danger of falling in;</u></p> <p><u>(C) gas or fuel oil leaks;</u></p> <p><u>(D) electrical conditions that could result in shock or fire;</u></p> <p><u>(E) absence of a working heating system when outside temperature is below 60 degrees Fahrenheit;</u></p> <p><u>(F) utilities not in service, including no running hot water;</u></p> <p><u>(G) conditions that present the immediate possibility of serious injury;</u></p> <p><u>(H) obstacles that prevent the safe entrance into or exit from the dwelling unit;</u></p> <p><u>(I) absence of a functional toilet within the dwelling unit; or</u></p> <p><u>(J) inoperable smoke or carbon monoxide detectors.</u></p> <p><u>(2) A tenant may not defeat an ejectment action if it is found that the serious health and safety code violation is the result of the tenant's deliberate or negligent actions leading to the violation.</u></p> <p><u>(3) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.</u></p>
<p>§ 4468. TERMINATION OF TENANCY; ACTION FOR POSSESSION</p> <p>If the tenant remains in possession after termination of the rental agreement without the</p>					<p>§ 4468. TERMINATION OF TENANCY; ACTION FOR POSSESSION</p> <p>If the tenant remains in possession after termination of the rental agreement without the</p>

Current Statute	H.399	H.440	H.688	H.756	H.772
express consent of the landlord, the landlord may bring an action for possession, damages, and costs under 12 V.S.A. chapter 169, subchapter 3.					express consent of the landlord, the landlord may bring an action for possession, damages, and costs; <u>(1) for a termination provided under subsections 4467(a) and (b) of this title, under 12 V.S.A. chapter 169, subchapter 4; and</u> <u>(2) for all other terminations provided in section 4467 of this title, under 12 V.S.A. chapter 169, subchapter 3.</u>
	<p><u>§ 4468b. MAXIMUM INCREASE IN RENT</u></p> <p><u>(a) A landlord shall not increase rent during any 12-month period in an amount greater than one percent above the U.S. Consumer Price Index for all Urban Consumers, Housing Component, published by the U.S. Bureau of Labor Statistics in the periodical “Monthly Labor Review and Handbook of Labor Statistics” as established annually by the Department of Housing and Community Development, or five percent, whichever is less.</u></p> <p><u>(b) A landlord shall specify in a notice of increase of rent:</u></p> <p><u>(1) the amount of the rent increase;</u></p> <p><u>(2) the amount of the new rent; and</u></p> <p><u>(3) the date on which the increase becomes effective.</u></p> <p><u>(c) A landlord shall notify a tenant of an increase in rent not less than 90 days prior to the date the increase takes effect.</u></p>	<p><u>§ 4468b. MAXIMUM INCREASE IN RENT</u></p> <p><u>(a) A landlord shall not increase rent during any 12-month period in an amount greater than three percent plus the Consumer Price Index above the existing rent, as published by the Bureau of Labor Statistics of the United States Department of Labor in September of the prior calendar year, or eight percent, whichever is lower.</u></p> <p><u>(b) A landlord shall specify in a notice of increase of rent:</u></p> <p><u>(1) the amount of the rent increase;</u></p> <p><u>(2) the amount of the new rent; and</u></p> <p><u>(3) the date on which the increase becomes effective.</u></p> <p><u>(c) A landlord shall notify a tenant of an increase in rent not less than 90 days prior to the date the increase takes effect.</u></p>			<p><u>§ 4468b. MAXIMUM INCREASE IN RENT</u></p> <p><u>(a) A landlord shall not increase rent:</u></p> <p><u>(1) more than once in any 12-month period; or</u></p> <p><u>(2) in any amount deemed excessive or unreasonable.</u></p> <p><u>(b)(1) Notwithstanding subsection (a) of this section, upon purchasing a dwelling unit, a landlord may raise the rent in accordance with section 4455 of this title. In the event a landlord raises rent upon the purchase of a dwelling unit, the landlord shall thereafter be subject to subsection (a) of this section.</u></p> <p><u>(2) If raising the rent under subdivision (1) of this subsection, a landlord shall not increase the rent more than three percentage points above the U.S. Consumer Price Index for all Urban Consumers, Housing Component, published by the U.S. Bureau of Labor Statistics in the periodical <i>Monthly Labor Review and Handbook of Labor Statistics</i> as published annually by the Department of Housing and Community Development.</u></p>

Current Statute	H.399	H.440	H.688	H.756	H.772
					<u>(3) In the event rent was raised within six months prior to the purchase of a dwelling unit, in calculating the rent increase under subdivision (2) of this subsection, a landlord shall calculate the increase based on the rental amount that was charged prior to the most recent increase in rent.</u>
	<p><u>Subchapter 5. Tenant Rights to Purchase Property</u></p> <p><u>§ 4476. TENANT RIGHTS TO PURCHASE PROPERTY</u></p> <p><u>(a) Notice.</u></p> <p><u>(1) An owner of a residential rental property that contains three or more dwelling units shall give to each tenant and to the Commissioner of Housing and Community Development notice by certified mail, return receipt requested, of the owner's intention to sell the property.</u></p> <p><u>(2) If a tenant refuses the notice, or it is otherwise undeliverable, the owner shall send the notice by first-class mail to the tenant's last known mailing address.</u></p> <p><u>(3) The notice shall state the following:</u></p> <p><u>(A) the owner intends to sell the property;</u></p> <p><u>(B) the price, terms, and conditions under which the owner offers the property for sale;</u></p> <p><u>(C) a list of the affected tenants;</u></p> <p><u>(D) the status of compliance with applicable statutes, rules, and permits, to the owner's best knowledge, and the reasons for any noncompliance; and</u></p>				

Current Statute	H.399	H.440	H.688	H.756	H.772
	<p><u>(E) that for 45 days following the notice, the owner shall not make a final unconditional acceptance of an offer to purchase the property and that if within the 45 days the owner receives notice pursuant to subsection (c) of this section that a majority of the tenants intend to consider purchase of the property, the owner shall not make a final unconditional acceptance of an offer to purchase the property for an additional 120 days, starting from the 46th day following notice, except one from a group representing a majority of the tenants or from a nonprofit corporation approved by a majority of the tenants.</u></p> <p><u>(b) Resident intent to negotiate; timetable.</u></p> <p><u>(1) The tenants shall have 45 days following notice under subsection (a) of this section to determine whether they intend to consider purchase of the property through a group representing a majority of the tenants or a nonprofit corporation approved by a majority of the tenants.</u></p> <p><u>(2) A majority of the tenants is determined by one vote per leasehold, and no tenant shall have more than three votes or 30 percent of the aggregate property vote, whichever is less.</u></p> <p><u>(3) During this 45-day period, the owner shall not accept a final unconditional offer to purchase the property.</u></p> <p><u>(c) Response to notice; required action.</u></p> <p><u>(1) If the owner does not receive notice from the tenants during the 45-day period, or if the tenants notify the owner that they</u></p>				

Current Statute	H.399	H.440	H.688	H.756	H.772
	<p><u>do not intend to consider purchase of the property, the owner has no further restrictions regarding sale of the building pursuant to this section.</u></p> <p><u>(2) If, during the 45-day period, the owner receives notice in writing that a majority of the tenants intend to consider purchase of the property, then the owner shall:</u></p> <p><u>(A) not accept a final unconditional offer to purchase from a party other than leaseholders for 120 days following the 45-day period, a total of 165 days following the notice from the leaseholders;</u></p> <p><u>(B) negotiate in good faith with the group representing a majority of the tenants or a nonprofit corporation approved by a majority of the tenants concerning purchase of the property;</u></p> <p><u>(C) consider any offer to purchase from a group representing a majority of the tenants or from a nonprofit corporation approved by a majority of the tenants; and</u></p> <p><u>(D) accept an offer from the tenants or nonprofit corporation if the offer:</u></p> <p><u>(i) equals or exceeds the appraised value of the property; or</u></p> <p><u>(ii) is on substantially equivalent terms and conditions as the best reasonable offer from another third party.</u></p> <p><u>(d) Penalties.</u></p> <p><u>(1) An owner who sells a property without complying with this section:</u></p> <p><u>(A) is liable to the tenants in the aggregate amount of \$10,000.00 or 50 percent of the gain</u></p>				

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	<p><u>realized by the owner from the sale, whichever is greater; and</u></p> <p><u>(B) commits an unfair practice in trade and commerce in violation of section 2453 of this title.</u></p> <p><u>(2) The Department of Housing and Community Development may:</u></p> <p><u>(A) impose an administrative penalty of not more than \$5,000.00 per violation;</u></p> <p><u>(B) bring a civil action for damages or injunctive relief, or both; and</u></p> <p><u>(C) refer a violation to the Attorney General or State’s Attorney for enforcement pursuant to subdivision (1)(B) of this subsection (d).</u></p> <p><u>(e) Exceptions. The provisions of this section do not apply when the sale, transfer, or conveyance of the property occurs through one or more of the following:</u></p> <p><u>(1) through a foreclosure sale;</u></p> <p><u>(2) to a member of the owner’s family or to a trust for the sole benefit of members of the owner’s family;</u></p> <p><u>(3) among the partners who own the property;</u></p> <p><u>(4) incidental to financing the building;</u></p> <p><u>(5) between joint tenants or tenants in common;</u></p> <p><u>(6) pursuant to eminent domain; or</u></p> <p><u>(7) pursuant to a municipal tax sale.</u></p> <p><u>(f) Requirement for new notice of intent to sell.</u></p>				

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	<p><u>(1) Subject to subdivision (2) of this subsection, a notice of intent to sell issued pursuant to subsection (a) of this section is valid:</u></p> <p><u>(A) for a period of one year from the expiration of the 45-day period following the date of the notice; or</u></p> <p><u>(B) if the owner has entered into a binding purchase and sale agreement with a group representing a majority of the tenants or a nonprofit corporation approved by a majority of the tenants within one year from the expiration of the 45-day period following the date of the notice until the completion of the sale of the property under the agreement or the expiration of the agreement, whichever is sooner.</u></p> <p><u>(2) During the period in which a notice of intent to sell is valid, an owner shall provide a new notice of intent to sell, consistent with the requirements of subsection (a) of this section, prior to making an offer to sell the property or accepting an offer to purchase the property that is either more than five percent below the price for which the property was initially offered for sale or less than five percent above the final written offer from a group representing a majority of the tenants or a nonprofit corporation approved by a majority of the tenants.</u></p> <p><u>(g) Good faith. A group representing a majority of the tenants or a nonprofit corporation approved by a majority of the tenants shall negotiate in good faith with the owner for purchase of the property</u></p>				

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	<div>Not Included:</div> <ul style="list-style-type: none">State Rental Housing RegistryRental Housing RegistrationTenant’s Rights AdvocateTenant Right to CounselExpungementTenant Right to Purchase Downpayment Assistance Program		<div>Not Included:</div> <ul style="list-style-type: none">Alternate Service of Process for Eviction ProceedingsAmendments to Eviction ProceedingsAmendments to Unlawful Mischief Statute	<div>Not Included:</div> <ul style="list-style-type: none">Expedited Hearing for Eviction Due to Criminal ActivityIncreased Penalties for Human Trafficking in a DwellingIncreased Penalties for Sale of Regulated Drugs in a DwellingLandlord Assistance Program	<div>Not Included:</div> <ul style="list-style-type: none">Just Cause Eviction ProceedingsAmendments to Unlawful TrespassConfidential of Ejectment RecordsPositive Rental Payment Credit Reporting Pilot ProgramLandlord & Tenant Education and Technical Assistance Program