



**TO:** Senate Committee on Economic Development, Housing and General Affairs  
**FROM:** Jean Murray, Senior Housing Attorney, Vermont Legal Aid, Inc.  
**SUBJECT:** Supplemental Testimony- No Balance of Benefit in H. 772  
**DATE:** April 22, 2026

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Vermont’s housing crisis has decreased availability, affordability, and housing stability. As a result, homelessness in Vermont has increased dramatically. H. 772 does nothing to address these problems. **The claims that H. 772 benefits tenants, or balances the benefits between landlords and tenants, are hollow.** A truly balanced bill would mean tenants get some of what they wanted, and landlords get some of what they wanted. A balanced bill would also mean the benefits to landlords would not outweigh the benefits to tenants. **In H. 772, the benefits to all landlords far outweigh the benefits to most tenants.**

A closer review of the proposed language in H.772 shows that some tenant “benefits” are simply slight compromises to the new rights given to landlords. Some tenant “benefits” are just language that either reiterates, or even conflicts, with other sections of the statute. Some “benefits” are so narrow in definition or have so many conditions that most tenants will not be able to access the benefit.

**H.772’s restatement of existing protections in Vermont law are not meaningful new benefits for tenants.** For example, H.772 saying that a violation of the application fee section is a violation of the Vermont Consumer Protection Act (VCPA) isn’t a benefit because courts have **already decided** *decades* ago that the **VCPA applies** to every part of landlord tenant law. It isn’t a benefit to tenants to add the words “**legal action**” to the retaliation statute when those words **restate** what is already prohibited. Complaints to government agencies or the landlord are legal actions; discrimination against victims of domestic violence is already prohibited by Vermont Fair Housing law.

Housing policies proposed prior to this legislative session were **evidence-based solutions to Vermont’s unstable and unaffordable rental housing market.** Such solutions include:

1. End no-cause evictions,
2. Fund rent arrears assistance,
3. Statewide rental registry tracking terminations by landlords,
4. Remove barriers to housing:
  - a. sealed eviction records,

- b. enforce the existing prohibition against application fees.
5. create office of tenant rights,
6. fund lawyers for tenants, and
7. limitation on rent increases.

The only policy on this evidence-based list included in H. 772 is a continuation of short-term funding for rent arrears. H. 772 does not provide other evidence-based solutions or tangible tenant benefits. **H. 772 only includes three (3) benefits to tenants:**

1. The right of victims of domestic violence to bifurcate a lease.
2. The right to not be evicted for seeking medical assistance for a drug overdose.
3. H. 772 includes funding to extend VSHA's temporary back rent program, which has been included in the budget.

**In contrast, H. 772 pushes down heavily on the landlord's side of the scale by giving landlords over a dozen new rights:**

1. The new right to choose an unreliable method of giving notice of termination, (email and posting. But posting is unlawful, unreasonable publication pursuant to the Vermont Consumer Protection Act and therefore unenforceable).
2. The new right to charge fees to applicants for rental housing.
3. The new right to overrule local ordinances limiting amount of security deposits.
4. The new right to charge extra for pet deposits.
5. The new right to shorter termination notice times.
6. The new right to evict a tenant for access violations (but there is no penalty for landlords who violate access limitations).
7. The new right to evict tenants where the landlord gives no notice at all (the undefined "governmental notice,") and, with changed actual notice definition, the ability to use an email conversation to support an eviction for tenant's notice of an intent to vacate.
8. The new right to final hearings within 90 days.
9. The new right to require tenants to make an evidentiary affidavit with tenant's Answer, meaning, the tenant must produce evidence of defense before the landlord produces any evidence.
10. The new right to 5-day termination of tenancy for "other activity" which need not be a violation of lease or law, not even occur on the premises, but only allege that the tenant threatened health or safety.
11. The new right to 5-day termination of tenancy for damage to the dwelling unit that threatens health and safety of . . . landlord, landlord's agent.
12. The new right to bring an expedited Motion for Immediate Possession with hearing to be scheduled in ten days,
13. The new right to be awarded a Writ of Possession in a process that does not require live testimony in court, unless the tenant, in writing before the hearing is scheduled, can convince the judge that live testimony is necessary.

14. The new right to limit a tenant's liberty and property interest with landlord notices against trespass.

**Three** benefits to tenants, versus **over a dozen** benefits to landlords. **That is not balanced.**

**H. 772's Narrow definitions and exceptions mean tenants will not benefit.**

There is no benefit to applicants to allow them to give the landlord a copy of their credit report **when the landlord can still charge a fee** for a background check. Limiting rent increases to once every 12 months is not a tangible benefit to tenants because rent may still be raised when the property is purchased (and the word "purchase" is not defined to exclude transfer by the landlord to the landlord's LLC).

Very few tenants can benefit from **early return of security deposit** because it only applies to evicted tenants, not ones who leave voluntarily, and only those evicted for no cause. The tenant must request it, and **landlord can deny** tenant's request.

Adding a lot of language allowing landlords to terminate tenancies to sell or repurpose the unit isn't a benefit to tenants **when the law still allows tenancies to be terminated for no-cause**. Termination notice of 90 days already applied to some tenants; it is not a new benefit.

Defining "**late payment**" isn't a benefit when the new definition conflicts with the definition that has stood for 40 years.

Although it *would* benefit tenants to be able to defeat a landlord's court claim of possession if the landlord failed to make necessary repairs, H. 772's **right to that affirmative defense would seldom apply**. All a landlord needs to do to defeat the defense would be to make "a reasonable attempt to correct the violation as of the date of termination," after sending the termination notice. H. 772 does not account for how long the violation has existed, or whether unrepaired conditions still exist. The bill has a finite list of "serious health and safety code violations," regardless of what the Department of Public Safety (DPS) may think of as health and safety code violations. The defense is only available if DPS issued the landlord a report, regardless of whether DPS has jurisdiction in the tenant's town.

While proponents characterize H. 772 as a compromise, the bill's language fails to offer tenants any reciprocal protections. To suggest this legislation strikes a balance is to ignore the lopsided reality of its impact, which **favors landlords at the expense of tenant stability**. We are currently facing a housing emergency that requires urgent, protective measures for tenants.

**H. 772 represents a step in the wrong direction.**