

1 TO THE HONORABLE SENATE:

2 The Committee on Judiciary to which was referred House Bill No. 772
3 entitled “An act relating to residential rental agreements, eviction procedures,
4 and the creation of the positive rental payment credit reporting pilot program”
5 respectfully reports that it has considered the same and recommends that the
6 Senate propose to the House that the bill be amended by striking out all after
7 the enacting clause and inserting in lieu thereof the following:

8 * * * Residential Rental Agreements * * *

9 Sec. 1. 9 V.S.A. chapter 137 is amended to read:

10 CHAPTER 137. RESIDENTIAL RENTAL AGREEMENTS

11 Subchapter 1. General

12 § 4451. DEFINITIONS

13 As used in this chapter:

14 * * *

15 (11) “Immediate family” means:

16 (A) an adult person related by blood, adoption, civil marriage, or civil
17 union;

18 (B) an unmarried parent of a joint child;

19 (C) a child, grandchild, foster child, ward, or guardian; or

20 (D) a child, grandchild, foster child, ward, or guardian of any person
21 listed in subdivision (A) or (B) of this subdivision (11).

1 residential dwelling unit. This subsection shall not be construed to prohibit a
2 person from charging a fee to a person in order to apply to rent commercial or
3 nonresidential property.

4 (2) As used in this section, an “application fee” means any fee, charge,
5 or cost to submit a residential rental application including any third-party
6 processing payment.

7 * * *

8 § 4461. SECURITY DEPOSITS

9 (a)(1) A security deposit is any advance, deposit, or prepaid rent, however
10 named, which is refundable to the tenant at the termination or expiration of the
11 tenancy. The function of a security deposit is to secure the performance of a
12 tenant’s obligations to pay rent and to maintain a dwelling unit.

13 (2) A landlord shall not charge for or receive a security deposit
14 exceeding an amount equal to two months’ rent, in addition to any rent for the
15 first month paid on or before initial occupancy.

16 (3) Subject to the requirements of this section, a landlord may charge a
17 separate security deposit in addition to the amount authorized in subdivision
18 (2) of this subsection as a condition for allowing the tenant to have a pet or
19 pets during the rental period. A landlord shall not charge any amount under
20 this subdivision for any animal that mitigates a disability.

21 * * *

1 the tenant pays or tenders rent due through the end of the rental period in
2 which payment is made or tendered, provided a landlord may terminate a
3 tenancy under subdivision (b)(1) of this section for repeated late payment of
4 rent. Acceptance of partial payment of rent shall not constitute a waiver of the
5 landlord's remedies for nonpayment of rent or an accord and satisfaction for
6 nonpayment of rent.

7 (b) Termination for breach of rental agreement.

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

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

11 (ii) a tenant's late payment of rent more than three times in a 12-
12 month period; or

13 (iii) a tenant's refusal to allow a landlord or a landlord's agent
14 access to the dwelling unit in accordance with section 4460 of this title.

15 (B) A landlord shall provide actual notice ~~given~~ to the tenant at least
16 ~~30~~ 21 days prior to the termination date specified in the notice.

17 (C) As used in this subsection (b), "late payment of rent" means
18 payment of rent more than 10 days after rent is due under the rental agreement.

19 (2) When termination is based on criminal activity, ~~illegal drug activity~~
20 damage to the dwelling unit or premises, or acts of violence, any of which
21 ~~threaten~~ is an ongoing threat to the health or safety of other residents, the

1 landlord or landlord’s agent, or neighbors, the landlord may terminate the
2 tenancy by providing actual notice to the tenant of the date on which the
3 tenancy will terminate, which shall be at least 14 days from the date of the
4 actual notice.

5 (3) The actual notice required under this subsection (b) shall be
6 accompanied by an affidavit setting forth particular facts and the basis thereof
7 in support of the termination with sufficient details to inform the tenant of the
8 reasoning behind the termination.

9 (4) A landlord shall not terminate a rental agreement under this
10 subsection based on a person seeking medical assistance for a drug overdose,
11 being the subject of a good faith request for medical assistance, or being at the
12 scene of a drug overdose or within close proximity of the scene of a drug
13 overdose as provided in 18 V.S.A. § 4254 and evidence obtained from the
14 good faith request for medical assistance for a drug overdose shall not be used
15 in an ejectment action brought under 12 V.S.A. chapter 169.

16 (5)(A) A landlord shall not terminate a rental agreement of a protected
17 tenant under this subsection (b) because of an incident or pattern of domestic
18 abuse, sexual assault, or stalking.

19 (B) A protected tenant may request to bifurcate the rental agreement
20 as authorized in section 4472a of this title.

1 (c) ~~Termination for no cause~~ Termination for tenant or governmental notice
2 to vacate. ~~In the absence of a written rental agreement, the landlord may~~
3 ~~terminate a tenancy for no cause as follows:~~

4 (1) ~~If rent is payable on a monthly basis, by providing actual notice to~~
5 ~~the tenant of the date on which the tenancy will terminate, which shall be:~~

6 ~~(A) for tenants who have resided continuously in the same premises~~
7 ~~for two years or less, at least 60 days after the date of the actual notice;~~

8 ~~(B) for tenants who have resided continuously in the same premises~~
9 ~~for more than two years, at least 90 days after the date of the actual notice~~

10 When termination is based on an intent to vacate provided by actual notice
11 from a tenant, a landlord may terminate a rental agreement on the date
12 provided in the actual notice.

13 (2) ~~If rent is payable on a weekly basis, by providing actual notice to the~~
14 ~~tenant of the date on which the tenancy will terminate, which shall be at least~~
15 ~~21 days after the date of the actual notice~~ When termination is based on
16 compliance with an order issued by a governmental agency or court order that
17 necessitates vacating the premises, a landlord may terminate a rental agreement
18 on the date provided in the order.

19 (d) Termination of rental agreement when property is sold or repurposed.
20 ~~In the absence of a written rental agreement a~~ Δ ~~landlord who has contracted to~~
21 ~~sell the building~~ may terminate a tenancy by providing actual notice to the

1 tenant of the date on which the tenancy will terminate, which shall be at least
2 ~~30~~ 90 days after the date of the actual notice or, in the event of a written rental
3 agreement, at least 90 days before the expiration of the stated term of the rental
4 agreement, when:

5 (1) the landlord has contracted to sell the building;

6 (2) necessary for the landlord or a member of the landlord's immediate
7 family to occupy the premises for a minimum of 12 continuous months as a
8 primary residence;

9 (3) permanently withdrawing the dwelling unit from the rental market;

10 or

11 (4) demolishing the dwelling unit or premises or the rental unit requires
12 renovations that exceed 50 percent of the rental unit's value to become or
13 remain habitable, provided that the tenant shall have the right of first refusal to
14 reoccupy the unit at market rate following renovations.

15 (e) Termination ~~for no cause under terms of written~~ at the expiration of a
16 rental agreement.

17 (1) If there is a written rental agreement, the notice to terminate ~~for no~~
18 cause shall be at least ~~30~~ 90 days before the end or expiration of the stated term
19 of the rental agreement ~~if the tenancy has continued for two years or less. The~~
20 notice to terminate ~~for no cause shall be at least 60 days before the end or~~

1 ~~expiration of the term of the rental agreement if the tenancy has continued for~~
2 ~~more than two years.~~

3 (2) In the absence of a written rental agreement, the notice to terminate
4 shall be at least 90 days after the date of actual notice.

5 (3) If there is a written week-to-week rental agreement, the notice to
6 terminate for no cause shall be at least seven 10 days; however, a notice to
7 terminate for nonpayment of rent shall be as provided in subsection (a) of this
8 section.

9 (f) Termination ~~date~~ notice. In all cases, the termination date shall be
10 specifically stated in the notice as well as the reason for the termination.

11 (g) Conversion to condominium. If the building is being converted to
12 condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15,
13 subchapter 2.

14 (h) Termination of shared occupancy. A rental arrangement whereby a
15 person rents to another individual one or more rooms in ~~his or her~~ the person's
16 personal residence that includes the shared use of any of the common living
17 spaces, such as the living room, kitchen, or bathroom, may be terminated by
18 either party by providing actual notice to the other of the date the rental
19 agreement shall terminate, which shall be at least ~~15 days after the date of~~
20 ~~actual notice if the rent is payable monthly and at least seven days after the~~
21 ~~date of actual notice if the rent is payable weekly.~~

1 (i) Multiple notices. All actual notices that are in compliance with this
2 section shall not invalidate any other actual notice and shall be a valid basis for
3 commencing and maintaining an action for possession pursuant to this chapter,
4 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169,
5 notwithstanding that the notices may be based on different or unrelated
6 grounds, dates of termination, or that the notices are sent at different times
7 prior to or during an ejectment action. A landlord may maintain an ejectment
8 action and rely on as many grounds for ejectment as are allowed by law at any
9 time during the eviction process.

10 (j) Payment after termination; effect.

11 (1) A landlord's acceptance of full or partial rent payment by or on
12 behalf of a tenant after the termination of the tenancy for reasons other than
13 nonpayment of rent or at any time during the ejectment action shall not result
14 in the dismissal of an ejectment action or constitute a waiver of the landlord's
15 remedies to proceed with an eviction action ~~based on any of the following:~~

16 ~~(A) the tenant's breach of the terms of a rental agreement pursuant to~~
17 ~~subsection (b) of this section;~~

18 ~~(B) the tenant's breach of the tenant's obligations pursuant to~~
19 ~~subsections 4456(a), (b), and (c) of this title; or~~

20 ~~(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this~~
21 ~~section.~~

1 (2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A.
2 chapter 14, and 12 V.S.A. chapter 169.

3 (k) Commencement of ejectment action. A notice to terminate a tenancy
4 shall be insufficient to support a judgment of eviction unless the proceeding is
5 commenced not later than 60 days ~~from~~ after the termination date set forth in
6 the notice.

7 (l) Affirmative defense to ejectment action.

8 (1) For any ejectment action based on a failure to pay rent pursuant to
9 subsection (a) of this section, it shall be an affirmative defense of the tenant,
10 and judgment shall be issued for the defendant, if there exists a serious health
11 and safety code violation issued to the landlord under 20 V.S.A. § 2677 and the
12 landlord has made no reasonable attempt to correct the violation as of the date
13 of the termination, which shall include:

14 (A) any condition that jeopardizes the security of the unit;

15 (B) major plumbing leaks, flooding, or waterlogged ceiling or

16 flooring in imminent danger of falling in;

17 (C) gas or fuel oil leaks;

18 (D) electrical conditions that could result in shock or fire;

19 (E) absence of a working heating system when outside temperature is

20 below 60 degrees Fahrenheit;

21 (F) utilities not in service, including no running hot water;

1 against the protected tenant without ejecting, removing, or terminating the
2 rental agreement with the protected tenant.

3 (2) If the protected tenant includes with a written request to bifurcate the
4 rental agreement a copy of a court order that requires the perpetrator to leave
5 the premises, a landlord shall bifurcate a rental agreement in order to eject,
6 remove, or terminate a rental agreement to any individual who is a tenant or
7 lawful occupant of the dwelling unit that engages in abuse, sexual assault, or
8 stalking against the protected tenant without ejecting, removing, or terminating
9 the rental agreement with the protected tenant.

10 (3) Nothing in this subsection shall be construed to require that a
11 protected tenant submit documentation of the status of the protected tenant as a
12 victim of domestic violence, sexual assault, or stalking in order to request to
13 bifurcate a rental agreement under this section.

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

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

21 * * * Ejectment * * *

1 Sec. 2. [Deleted.]

2 Sec. 3. 12 V.S.A. chapter 169 is amended to read:

3 CHAPTER 169. EJECTMENT

4 * * *

5 Subchapter 3. Superior Court Ejectment

6 * * *

7 § 4852. MODE OF PROCESS; DECLARATION; TRIAL BY JURY

8 (a) The process may issue as a summons or writ of attachment, requiring
9 the defendant to appear and answer to the complaint of the plaintiff, which
10 shall state that the defendant is in the possession of the lands or tenements in
11 question ~~(describing them)~~, with a description thereof, which that the tenant
12 holds unlawfully and against the right of the plaintiff. A copy of the rental
13 agreement, if any, and any notice to terminate the defendant's tenancy,
14 including the affidavit required by 9 V.S.A. § 4467(b)(3), shall be attached to
15 the complaint. If the complaint is based on a termination under 9 V.S.A.
16 § 4467(a), the complaint shall include a copy of the rent ledger, if available.

17 (b) Either party shall have the right to a trial by jury.

18 * * *

19 § 4853a. PAYMENT OF RENT INTO COURT; EXPEDITED HEARING

20 [~~Subsection (a) as amended by 2007, Act No. 125 (Adj. Sess.), § 1.~~]

1 (g) The tenant may at any time by motion apply to the court to reduce the
2 amount ordered to be paid into court under this section. The motion for
3 reduction shall be accompanied by affidavit setting forth particular facts in its
4 support.

5 * * *

6 § 4853c. THREATENING BEHAVIOR; EXPEDITED HEARING

7 (a)(1) In an action for ejectment based on a termination under 9 V.S.A.
8 § 4467(b)(2), the plaintiff may file a motion for a judgment that the plaintiff is
9 entitled to immediate possession of the premises on the grounds that the
10 defendant’s continued occupation of the lands or tenements is threatening the
11 safety of other residents, the landlord or the landlord’s agent, or neighbors.

12 (2) The motion may be filed and served with the complaint or at any
13 time after the complaint has been filed. The motion shall be accompanied by
14 an affidavit setting forth particular facts in support of the motion and a copy of
15 the lease agreement.

16 (b) A hearing on the motion shall be held any time after 10 days’ notice to
17 the parties but not later than 21 days after the motion is filed absent good
18 cause.

19 (c) At any time before the hearing, the defendant may oppose the motion
20 pursuant to Rule 7(b)(6) of the Vermont Rules of Civil Procedure by filing an
21 affidavit, a signed written statement, or a memorandum in opposition to the

1 motion. The affidavit, signed written statement, or memorandum shall set
2 forth particular facts to show that a genuine dispute of fact exists in relation to
3 the motion.

4 (d)(1) If the defendant fails to appear for the hearing, or to file an affidavit,
5 signed written statement, or memorandum in opposition to the plaintiff's
6 motion, or has failed to file an answer in the time provided pursuant to Rule 12
7 of the Vermont Rules of Civil Procedure, the plaintiff shall be entitled to
8 judgment by default for immediate possession of the premises.

9 (2) If the court finds that the defendant's continued occupation of the
10 lands or tenements is a threat to the safety of other residents, the landlord or
11 the landlord's agent, or neighbors, the court shall grant the plaintiff's motion
12 and issue judgment in favor of the plaintiff for immediate possession of the
13 premises.

14 (e) If the court issues judgment in favor of the plaintiff pursuant to
15 subsection (d) of this section, the court shall, on the date judgment is entered,
16 issue a writ of possession directing the sheriff of the county in which the
17 property or a portion thereof is located to serve the writ upon the defendant
18 and, not sooner than five days after the writ is served, to put the plaintiff into
19 possession.

20 * * *

1 § 4854a. PROPERTY OF TENANT REMAINING ON PREMISES AFTER
2 EVICTION

3 (a) A landlord may dispose of any personal property remaining in a
4 dwelling unit or leased premises without notice or liability to the tenant or
5 owner of the personal property:

6 (1) ~~15 days after a writ of possession is served pursuant to this chapter~~
7 ~~or~~ immediately upon the landlord being legally restored to possession of the
8 dwelling unit or leased premises pursuant to this chapter, ~~whichever is later~~; or

9 (2) in the case of an eviction brought pursuant to 10 V.S.A. chapter 153,
10 40 days after a writ of possession issued for failure to pay rent into court
11 pursuant to subsection 4853a(h) of this title is served or upon the landlord
12 being legally restored to possession of the leased premises by a writ of
13 possession issued for failure to pay rent into court pursuant to subsection
14 4853a(h) of this title, whichever is later.

15 (b) Notwithstanding subsection (a) of this section, if the court stays the
16 execution of a writ of possession issued pursuant to this chapter, then a
17 landlord may dispose of any personal property remaining in a dwelling unit or
18 leased premises without notice or liability to the tenant or owner of the
19 personal property ~~one day~~ immediately after the landlord is legally restored to
20 possession of the dwelling unit or leased premises.

21 * * *

1 (B) the invitee or licensee subject to the order has violated the terms
2 of the dwelling unit’s lease agreement;

3 (C) the invitee or licensee has violated a State or federal law while on
4 the premises of the dwelling unit; or

5 (D) the invitee or licensee has previously been ejected from a
6 dwelling unit on the premises under 12 V.S.A. chapter 169 due to a
7 termination of a rental agreement under 9 V.S.A. § 4467(b).

8 (2) Consent required under subdivision (1)(A) of this subsection shall be
9 provided on an individualized basis. It shall be against the public policy of this
10 State for a tenant to provide blanket consent under subdivision (1)(A) for all
11 invitees or licensees, and any provision of a rental agreement that provides
12 blanket consent from a tenant shall be void and unenforceable.

13 (3) An order against trespass served under this subsection shall be
14 enforceable for one year from the date of the order being served. The order
15 may be renewed for subsequent one-year periods if the landlord causes to be
16 served a new order.

17 (4) As used in this subsection:

18 (A) “Dwelling unit” means a building or the part of a building that is
19 used as a home, residence, or sleeping place by one or more persons who
20 maintain a household.

1 (B) “Premises” means a dwelling unit; its appurtenances and the
2 building; and the grounds, areas, and facilities held out for the use of tenants
3 generally or whose use is promised to the tenant.

4 (C) “Tenant” means a person entitled under a rental agreement to
5 occupy a residential dwelling unit to the exclusion of others.

6 Sec. 6. [Deleted.]

7 * * * Positive Rental Payment Pilot Program * * *

8 Sec. 7. POSITIVE RENTAL PAYMENT CREDIT REPORTING PILOT

9 (a) Definitions. As used in this section:

10 (1) “Contractor” means the third-party vendor that the State Treasurer’s
11 Office contracts with to administer the pilot program described in this section.

12 (2) “Dwelling unit” has the same meaning as in 9 V.S.A. § 4451(3).

13 (3) “Participant property owner” means a landlord that has agreed in
14 writing to participate in the pilot program and has satisfied the requirements
15 described in subsection (c) of this section.

16 (4) “Participant tenant” means a tenant who has elected to participate in
17 the pilot program and whose landlord is a participant property owner.

18 (5) “Rental payment information” means information concerning a
19 participant tenant’s timely payment of rent. “Rent payment information” does
20 not include information concerning a participant tenant’s payment or
21 nonpayment of fees.

1 (b) Pilot program creation.

2 (1) The State Treasurer shall create and implement a two-year positive
3 rental payment credit reporting pilot program to facilitate the reporting of rent
4 payment information from participant tenants to consumer reporting agencies.

5 (2) On or before May 1, 2027, the State Treasurer shall contract with a
6 third party to administer a positive rental payment credit reporting pilot
7 program and facilitate the transmission of rent reporting information from a
8 participant property owner to a consumer reporting agency. The third-party
9 administrator shall be required to:

10 (A) enter into an agreement with one or more participant property
11 owners in the State in accordance with the requirements of this section for
12 participation in the pilot program;

13 (B) ensure that information to a credit reporting agency includes only
14 rent payment information after the date on which the participant tenant elected
15 to participate in the pilot program;

16 (C) develop and implement a process for removal of participant
17 tenants for failure to comply with program requirements, including failure to
18 make timely rental payments;

19 (D) establish a standard form for a participant tenant to use to elect to
20 participate or cease participation in the pilot program, which shall include a
21 statement that the tenant’s participation is voluntary and that a participant may

1 cease participating in the pilot program at any time and for any reason by
2 providing notice to the participant’s landlord and that the tenant may be
3 removed from the program for failure to comply with program requirements,
4 including failure to make timely rental payments; and

5 (E) offer an optional financial education course for participant
6 tenants.

7 (c) Pilot program agreements. A participant property owner shall agree in
8 writing:

9 (1) to participate in the pilot program for the duration of the pilot
10 program;

11 (2) not to charge a participant tenant for participation in the pilot
12 program;

13 (3) to comply with the requirements of the pilot program;

14 (4) to provide information as required by the State Treasurer concerning
15 the implementation of the pilot program; and

16 (5) to assist in the recruitment of tenants to participate in the pilot
17 program.

18 (d) Pilot program participants. On or before June 1, 2027, the contractor
19 shall, in coordination with the State Treasurer, recruit not more than 10
20 participant property owners and, to the extent practicable, not fewer than 100
21 participant tenants to participate in the pilot program. The contractor shall

1 seek to select participant tenants from populations that are underserved and
2 underrepresented in home ownership. The contractor shall also seek to recruit
3 participant landlords who offer:

4 (1) a variety of types of dwelling units for rent, including dwelling units
5 of various sizes;

6 (2) dwelling units for rent that are located in geographically diverse
7 areas of the State; and

8 (3) at least five dwelling units for rent.

9 (e) Termination. The State Treasurer may terminate the pilot program at
10 any time in the Treasurer’s sole discretion or terminate participation of a
11 participant property owner for failure to comply with the requirements of the
12 pilot program.

13 (f) Reports.

14 (1) On or before November 1, 2028, the State Treasurer shall submit an
15 interim report to the House Committee on General and Housing and the Senate
16 Committee on Economic Development, Housing and General Affairs regarding
17 the findings of the pilot program. The report shall include:

18 (A) the number of participant tenants, including information
19 regarding the demographic makeup of participant tenants, such as race,
20 ethnicity, gender, income, and age, as voluntarily provided by the participant;

1 (B) the number of participant tenants who ceased participating in the
2 pilot program voluntarily;

3 (C) the number of participant tenants who were removed from the
4 pilot program and the reasons why;

5 (D) a breakdown of costs of administering the pilot program,
6 including the monthly costs associated with rent reporting;

7 (E) a description of challenges faced by the participant property
8 owners and participant tenants during the pilot program;

9 (F) an analysis of the outcomes of rent reporting on participant
10 tenants' credit scores; and

11 (G) recommendations for legislative action, including proposed
12 statutory language and an appropriation for associated costs.

13 (2) On or before November 1, 2029, the State Treasurer shall submit a
14 final report to the House Committee on General and Housing and the Senate
15 Committee on Economic Development, Housing and General Affairs regarding
16 the findings of the pilot program. The report shall include an update to the
17 information required in the interim report.

18 (g) Appropriation contingency. The duty to implement this section is
19 contingent upon an appropriation of funds in fiscal year 2027 from the General
20 Fund for the specific purposes described in this section.

1 * * * Residential Security Deposit Transition Period * * *

2 Sec. 8. SECURITY DEPOSIT; TRANSITION PERIOD

3 Notwithstanding 9 V.S.A. § 4461(a), a landlord may maintain a security
4 deposit that exceeds an amount equal to two months' rent, provided that the
5 residential rental agreement was in effect prior to July 1, 2026. Upon the
6 termination of the rental agreement, the landlord shall return the security
7 deposit in compliance with the requirements of 9 V.S.A. § 4461.

8 * * * Technical Training * * *

9 Sec. 9. LANDLORD AND TENANT EDUCATION AND TECHNICAL

10 ASSISTANCE PROGRAM

11 (a) The Champlain Valley Office of Economic Opportunity (CVOEO) shall
12 provide education and technical assistance to Vermont landlords and tenants
13 regarding their rights, obligations, and remedies for statutory violations under
14 Vermont rental statutes.

15 (b)(1) Training for tenants shall include training under the Preferred Renter
16 Certification Program or its future equivalent.

17 (2) For landlords, CVOEO shall develop a curriculum to address any
18 resource and information gaps to increase positive interactions with tenants
19 and improve renter household stability.

20 (c) Assistance under this program shall include in-person, virtual, and on-
21 demand options.

1 (d) The duty to implement this section is contingent upon an appropriation
2 of funds in fiscal year 2027 from the General Fund for the specific purposes
3 described in this section.

4 Sec. 10. [Deleted.]

5 * * * Statewide Housing Court Report * * *

6 Sec. 11. HOUSING COURT STUDY

7 On or before January 31, 2027, the Court administrator shall submit to the
8 General Assembly a report on the feasibility of implementing a dedicated
9 docket in Vermont for handling all matters governing residential rental
10 agreements under 9 V.S.A. chapter 137 and ejectment actions under 12 V.S.A.
11 chapter 169. The report shall include an examination of:

12 (1) the financial costs of implementing a dedicated housing docket in
13 Vermont;

14 (2) the workforce impact of a dedicated housing docket, including the
15 number of judges and staff necessary to resolve ejectment actions statewide
16 within 90 days, and the workforce impact of other court staff with the
17 implementation of a dedicated housing docket;

18 (3) whether current State facilities have the capacity to support a
19 dedicated housing docket statewide and whether new or expanded facilities
20 would be required or whether current technical capacities within the Judiciary

1 can handle virtual statewide implementation of a centralized housing docket;

2 and

3 (4) any other matter deemed relevant to the issue of implementing a
4 statewide housing docket.

5 * * * Effective Date * * *

6 Sec. 12. EFFECTIVE DATE

7 This act shall take effect on September 1, 2026.

8

9

10 (Committee vote: _____)

11

12

Senator _____

13

FOR THE COMMITTEE