



End Homelessness Vermont
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H.772 Comments on Senate Judiciary Draft 1.2

H. 772 - An act relating to residential rental agreements, eviction procedures, and the creation of the positive rental payment credit reporting pilot program

Section	Language	Recommendation
§ 4451. DEFINITIONS	Actual Notice Definitions Deleted	We support this change.
	11. Definition Of Family	11. This section does not take into account less traditional family constructs, depending on how it's used. Many families raise children that aren't formerly adopted or otherwise legally recognized. My own family was made up of multiple children I helped raise who would not have qualified under this definition.
	(12) "Actual and imminent threat" means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily injury.	12. This definition is still vague
§ 4456a. RESIDENTIAL RENTAL APPLICATION	(2) As used in this section, an "application fee" means any fee, charge, or cost to submit a residential rental application including any third-party processing payment.	Recommend explicitly prohibiting charging any fees related to an application. This should include fees for a background check. People do have to apply to sometimes hundreds of apartments.

<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>(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.</p> <p>(3) Subject to the requirements of this section, a landlord may charge a separate security deposit in addition to the amount authorized in subdivision (2) of this subsection as a condition for allowing the tenant to have a pet or pets during the rental period. A landlord shall not charge any amount under this subdivision for any animal that mitigates a disability.</p>	<p>(a) (1). Security deposit is not and should not be pre-paid rent</p> <p>2. This should be no more than one month, this immediately discriminates against people living in poverty and could allow landlords to essentially charge 4x rent at move in which is not achievable through move in assistance programs.</p> <p>3. Should strike. If you don't strike, there should be a limit on pet deposit amount that is less than a months rent.</p> <p>We support the disability protection added in this subsection.</p>
<p>4467. Termination of Tenancy: Notice</p>	<p>Disability Protection Notice</p>	<p>Add to this whole section "A landlord may not terminate for these reasons, should they be directly related to the disability or medical condition of a tenant"</p>
	<p>(a). 14 days</p>	<p>(a). This should be no less than 14 days. Doesn't work for rental assistance. Someone may not even get a meeting with a case manager in 10 days time.</p>
	<p>(B) A landlord shall provide actual notice given to the tenant at least 21 days prior</p>	<p>This should revert to current law. There is no reason to shorten this time frame.</p>

	to the termination date specified in the notice.	
	(3) If there is a week-to-week rental agreement, the notice to terminate for no cause shall be at least seven 10 days;	This should be restored to current law. It is most often people in poverty and people with disabilities who would be impacted by this.
	(h) Termination of shared occupancy	The current rights afforded someone who has lived somewhere for more than 30 days are being removed I believe with this. It should be restored to current law.
	2. Criminal Activity.	This needs a disability protection. "Unless directly related to the disability of a tenant" Damage to the dwelling when safety is not in question should not be included.
§ 4853c. THREATENING BEHAVIOR; EXPEDITED HEARING	Disability Protection Needed In this Section	There needs to be protection for people living with a disability or who can not read or write throughout this entire section.
	Immediate Possession	This needs a disability protection. How does a person defend themselves if they say that this is not true? Do they lose their housing before having that opportunity? How does that impact the safety of the community?
	Timelines	There are timelines in this section that are very fast, too fast for someone to often even get a decision from legal aid or other entities on if they can have representation. The timeline needs to

		allow for someone to find adequate representation.
	(c) At any time before the hearing, the defendant may oppose the motion pursuant to Rule 7(b)(6) of the Vermont Rules of Civil Procedure by filing an affidavit, a signed written statement,	This is an opportunity to add in disability protections for those living with a disability that would make a pro se litigant unable to understand or draft a signed written statement and who have not had an opportunity in this timeline to seek council.
	(d)(1) If the defendant fails to appear for the hearing, or to file an affidavit, signed written statement, or memorandum in opposition to the plaintiff's motion, or has failed to file an answer in the time provided pursuant to Rule 12 of the Vermont Rules of Civil Procedure, the plaintiff shall be entitled to judgment by default for immediate possession of the premises.	The plaintiff SHALL be entitled to judgement by default for immediate possession of the premises. What if the person just had a heart attack, a car accident? What if they can't read or write? What if they are unable to do so as a result of their disability? This says "SHALL". This means that the landlord gets the default judgement regardless of the cause. Wha
	(2) If the court finds that the defendant's continued occupation of the lands or tenements is a threat to the safety of other residents, the landlord or the landlord's agent, or neighbors, the court shall grant the plaintiff's motion and issue judgment in favor of the plaintiff for immediate possession of the premises.	This leaves absolutely no discretion to the judge based on circumstances, disability or level of safety risk.
§ 4854a. PROPERTY OF TENANT REMAINING ON PREMISES AFTER	Immediate disposal of property	We recommend striking this section: Immediate disposal of property is a very

<p>EVICTION</p>		<p>serious and life altering consequence that is almost impossible to recover from. It harms people for whom this statute is already taking everything away from by taking their housing.</p>
<p>Trespass</p>		<p>Concerned that this could be abused by landlord that are bad actors. It is critical to ensure that there are explicit and clear boundaries around this.</p>
<p>§ 3705. UNLAWFUL TRESPASS</p>	<p>(a)(1) A person shall be imprisoned for not more than three months or fined not more than \$500.00, or both, if, without legal authority or the consent of the person in lawful possession, the person enters or remains on any land or in any place as to which notice against trespass is given by:</p>	<p>I am worried about turning this into a criminal act. What if someone lives with a disability that is causing them to not understand the order?</p>
	<p>(g)(1) Notwithstanding subsection (a) of this section or any provision of law to the contrary, a landlord of a dwelling unit may cause to be served an order against trespass that prohibits a tenant's invitees or licensees from trespassing in the dwelling unit or any of the dwelling unit's common areas if:</p>	<p>This is ripe for abuse by slumlords or people with bias. What recourse does a tenant have to address this, if they disagree with the decision and their partner, friend or adult child are "no trespassed" based on something that is false? There needs to be better protection.</p>