

Appendix E

Due Process Violations and/or Landlord Actions as Observed and Reported by Vermont Legal Aid in Their 3-Year Narrative

New property owners sending Notice Against Trespass to long-term tenants
Termination notices that have back rent and additional charges causing tenant to believe tenancy cannot be preserved unless rent and charges are paid
Landlord refusing rent payment and then sending termination notice for non-payment
Termination for breach of lease or violation of statute, but not stating in the notice what exactly constitutes the breach, depriving tenants of notice of the allegations against them
Termination Notice stating the grounds for termination is due to a contract to sell the property when there is no such contract to sell
Termination Notice and Summons to one named tenant, but Writs of Possession sought against “all others” regardless of lack of notice
Evictions filed by people or corporations who are not the lawful owner
Evictions filed by people who did not give an actual notice of termination of tenancy
Evictions filed by people who admit they did not give the tenant a termination notice
Landlords requesting Judgement or a rent escrow order from the Court while failing to provide the Court with evidence of service of Summons and Complaint
Rent escrow order sought when rent is not in arrears
Default judgement sought even though the tenant appeared at an earlier hearing
Default judgement sought but not accompanied by an affidavit stating the facts as to liability and damages
Landlord fails to offer or maintain premises that are safe, clean, and fit for human habitation
Landlord files evictions that are retaliatory for tenant asking for repairs
Landlord conducts an illegal eviction by locking tenants out of the premises, or a portion of the premises, or shutting off utilities
Landlord requires tenants to pay for utilities that are not separately metered
Landlord increases rent without notice
Landlord attempts to enforce notice provisions or fee provisions when the lease has expired
Landlord will not provide their contact info to the tenant, or some other method, to pay rent
Landlord does not provide a mailbox on the premises
Landlord accepts rent subsidies but does not follow simple contracts that require the housing authority to be kept in the communication loop
Landlord files eviction for non-payment and when the tenant cures by paying arrearage, the landlord then files for a no-cause eviction
Subsidized housing provider intentionally tries to trip tenant up with procedural mistakes so they can evict them
Landlord violates consumer protection laws regarding debt collection