

VERMONT SUPERIOR COURT, CIVIL DIVISION, CHITTENDEN UNIT

Gotlieb v. Brown

Gotlieb v. Brown · No. 25-CV-05295 · Decided February 25, 2026

SUMMARY

The Vermont Superior Court grants the defendant's motion to dismiss an eviction action because the landlord served the termination notice by email rather than by hand delivery or mail, as required by the Vermont Residential Rental Agreements Act. The court dismisses the action without prejudice for lack of subject matter jurisdiction and dismisses the plaintiff's motions for default judgment and to supplement the record as moot.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Chittenden Unit
WRITING FOR THE COURT	Colin Owyang
JURISDICTION	Vermont Superior Court, Civil Division, Chittenden Unit
DECIDED	February 25, 2026
DOCKET	25-CV-05295
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought an eviction action under the Vermont Residential Rental Agreements Act. Defendant moved to dismiss under Vermont Rule of Civil Procedure 12(b)(1) for lack of subject matter jurisdiction based on allegedly defective termination notice. Plaintiff opposed and filed motions for default judgment and to supplement the record.
STANDARD OF REVIEW	The court considered the sufficiency of the termination notice under a Rule 12(b)(1) subject-matter-jurisdiction motion to dismiss.
PRECEDENTIAL VALUE	unknown
PARTIES	Daniel Gotlieb v. Edward Brown

TOPICS

- eviction
- landlord tenant
- subject matter jurisdiction
- motions to dismiss
- statutory interpretation

PRACTICE AREAS

- landlord-tenant
- civil procedure
- real estate

QUESTIONS PRESENTED

1. Whether the superior court had subject matter jurisdiction over the eviction action when the landlord served the termination notice by email rather than by hand delivery or mail to the tenant's last known address.
2. Whether Gotlieb's motions for default judgment and to supplement the record remained viable after dismissal of the eviction action.

HOLDINGS

1. A Vermont superior court lacks subject matter jurisdiction over an eviction action unless the landlord strictly complies with the statutory eviction procedures, including the applicable notice requirements.
2. A showing that the tenant was not actually prejudiced does not excuse noncompliance with the statutory method of serving an eviction notice.
3. The plaintiff's second motion for default judgment and motion to supplement the record were moot after dismissal of the eviction action.

KEY QUOTATIONS

“The Vermont Supreme Court “agree[s] generally” “that the superior court has no jurisdiction over an eviction action unless proper notice is served in accordance with statutory requirements.”” (Discussion)

“Our state’s highest court has made clear that the RRA demands a “‘landlord's punctilious compliance with all statutory eviction procedures, including notice provisions.’”” (Discussion)

“Because of the inadequacy of Gotlieb’s termination notice to Brown, this court lacks subject matter jurisdiction and dismisses this case without prejudice under Rule 12(b)(1).” (Order)

FACTUAL BACKGROUND

Gotlieb sought to terminate Brown's tenancy under 9 V.S.A. § 4467(b)(2). The termination notice was sent to Brown's email address rather than hand-delivered or mailed to Brown's last known address, and Gotlieb acknowledged that he did not provide the statutory actual notice. Gotlieb's complaint consisted of eleven words and did not allege how the notice was served.

PROCEDURAL HISTORY

Gotlieb filed an eviction action against Brown. Brown moved to dismiss, arguing principally that Gotlieb failed to provide the statutory actual notice required to terminate the tenancy. The court granted the motion to dismiss without prejudice for lack of subject matter jurisdiction and dismissed Gotlieb's other motions as moot.

DISPOSITION

dismissed

CASES CITED

- Andrus v. Dunbar, 2005 VT 48, ¶¶ 9-10, 178 Vt. 554
- In re Soon Kwon, 2011 VT 26, ¶¶ 13-15, 189 Vt. 598
- Vermont Small Bus. Dev. Corp. v. Fifth Son Corp., 2013 VT 7, ¶ 15, 193 Vt. 185
- Panagiotidis v. Galanis, 2015 VT 134, ¶ 9, 201 Vt. 57

OPINION

Gotlieb v. Brown

PER CURIAM.

Termont Superior Court Filed 02/24/26 Chittenden Unit

VERMONT SUPERIOR COURT CIVIL DIVISION

Chittenden Unit Case No. 25-CV-05295 175 Main Street Burlington VT 05401 802-863-3467
www.vermontjudiciary.org Daniel Gotlieb v. Edward Brown

ENTRY REGARDING MOTION

Title: Motion to Dismiss; Motion for Default Judgment; Motion to Supplement Record & Exhibits (Motions: 2; 4; 5) Filer: Edward Brown; Daniel B Gotlieb; Daniel B Gotlieb Filed Date: January 12, 2026; January 20, 2026; February 23, 2026 Plaintiff Daniel Gotlieb brought this eviction action under the Vermont Residential Rental Agreements Act, 9 V.S.A. § 4451 et seq. ("RRA"), against Defendant Edward Brown. Brown has moved to dismiss (Mot. 2). Gotlieb opposes, has filed a second motion for default judgment (Mot. 4) and a motion to supplement record (Mot. 5). The parties represent themselves. For the reasons that follow, the court GRANTS Brown's motion to dismiss (Mot. 2) and DISMISSES AS MOOT Gotlieb's second motion for default judgment (Mot. 4) and motion to supplement record (Mot. 5). I. Background This section focuses on Brown's principal challenge in his Rule 12(b)(1) motion, the sufficiency of his termination notice. Mot. at 1-2. The notice in this case indicates that Gotlieb sought to terminate Brown's tenancy under 9 V.S.A. § 4467(b)(2). Notice at 1. Section 4467(b)(2) requires "actual notice to the tenant" which "means receipt of written notice hand- delivered or mailed to the last known address." 9 V.S.A. §§ 4451(1), 4467(b)(2). Gotlieb acknowledges he did not provide Brown actual notice as Gotlieb sent the notice to Brown's email address. Opp. at 1. Gotlieb's complaint in this case contains eleven words. He indicates he sues Brown for "Eviction for Cause." Compl. at 1. He asks for, "Eviction for Cause." /d. He states that he believes the following rule or law applies, "Vermont Eviction for Cause Law." /d. Gotlieb's complaint alleges nothing else, about how he served Brown's termination notice or otherwise. When Gotlieb filed his complaint, he also filed a copy of Brown's lease, notice of termination and declaration of compliance with the CARES Act. The notice does not indicate how Gotlieb served it on Brown. The court's electronic case management system incorrectly labeled his January 12, 2026 Opposition as an "Amended Answer." II. Discussion Rule 12(b)(1) permits motions to dismiss for lack of subject matter jurisdiction. V.R.Civ. P. 12(b)(1). The Vermont Supreme Court "agree[s] generally" "that the superior court has no jurisdiction over an eviction action unless proper notice is served in accordance with statutory

requirements.” *Andrus v. Dunbar*, 2005 VT 48, ¶¶ 9–10, 178 Vt. 554. Our state’s highest court has made clear that the RRA demands a “‘landlord’s punctilious compliance with all statutory eviction procedures, including notice provisions.’” *In re Soon Kwon*, 2011 VT 26, ¶ 14, 189 Vt. 598 (citation omitted). As far as this court can tell, our state supreme court has not defined “punctilious” in the eviction context. It has used the term in three landlord-tenant cases, ruling twice for the tenant. See *Vermont Small Bus. Dev. Corp. v. Fifth Son Corp.*, 2013 VT 7, ¶ 15, 193 Vt. 185 (“There is no reason to require less ‘punctilious compliance’ with terms of a lease providing for notice in the nonresidential context.”); *In re Soon Kwon*, 2011 VT 26, ¶ 14. In its single ruling for the landlord, the Court limited and clarified its holding to circumstances not applicable to this case. *Panagiotidis v. Galanis*, 2015 VT 134, ¶ 9, 201 Vt. 57 (“We did not intend to suggest that, in a nonresidential context, we would refuse to accept a form of notice that is at least as effective, and actually more certain, than that provided in the lease.”) The court concludes that the Vermont Supreme Court used the word “punctilious” in this context with all the word’s unambiguously demanding denotation and connotation. Gotlieb has not met that standard in this case. He admits he served Brown his termination notice by email and did not provide “actual notice” required by 9 V.S.A. §§ 4451(1), 4467(b)(2). Opp. at 1. This court does not believe it has discretion to interpret the Vermont Supreme Court’s “punctilious compliance” mandate any less draconianly. *In re Soon Kwon* already rejected an actual prejudice requirement. 2011 VT 26, ¶¶ 13-15 (rejecting “landlord’s argument . . . that because tenants were not prejudiced by noncompliance with the statute and ordinance with respect to the method of giving notice, he should not be denied access to the security deposit”). III. Order Because of the inadequacy of Gotlieb’s termination notice to Brown, this court lacks subject matter jurisdiction and dismisses this case without prejudice under Rule 12(b)(1). The court may not reach Brown’s other arguments. Brown’s motion asks that the court allow him to proceed on his counterclaims, Mot. at 2, but he has filed none. The court dismisses as moot Gotlieb’s motion for default judgment (Mot. 4) and his motion to supplement record (Mot. 5). Electronically signed pursuant to V.R.E.F. 9(d) on February 23, 2026. Colin Owyang Superior Court Judge 2