

VERMONT SUPERIOR COURT, CIVIL DIVISION, CHITTENDEN UNIT

526 Heineberg Drive, LLC et al. v. Christopher Jacobs

526 Heineberg Drive · No. 25-CV-05207 · Decided February 5, 2026

SUMMARY

The Vermont Superior Court, Chittenden Unit, granted Christopher Jacobs’s motion to dismiss an action for ejectment, damages, and breach of lease. The court held that the landlord’s 38-day termination notice was insufficient because the notice was based on an intent to sell the property rather than a tenant breach, requiring the longer notice period applicable to a no-cause termination. The case was dismissed without prejudice for lack of jurisdiction.

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 5, 2026
DOCKET	25-CV-05207
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs brought an action for ejectment, damages to premises, and breach of lease. Defendant moved to dismiss under Vermont Rules of Civil Procedure 12(b)(1) and 12(b)(6). The court granted the motion and dismissed the case without prejudice for lack of subject matter jurisdiction.
STANDARD OF REVIEW	On a motion under V.R.Civ.P. 12(b)(1), the court considered whether it had subject matter jurisdiction over the eviction action; jurisdiction depended on whether Plaintiffs had served a legally sufficient termination notice.
PRECEDENTIAL VALUE	unknown

TOPICS

- eviction
- landlord tenant
- subject matter jurisdiction
- motions to dismiss
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Vermont Superior Court had subject matter jurisdiction over the eviction action when the landlord's termination notice provided 38 days' notice and did not clearly identify a lease breach.
2. Whether the notice was subject to the 60-day notice requirement for a no-cause termination rather than the 30-day requirement for a tenant's failure to comply with a material lease term.
3. Whether the court could reach Defendant's remaining dismissal arguments after determining that the termination notice was defective.

HOLDINGS

1. The Superior Court lacks subject matter jurisdiction over an eviction action unless the landlord serves proper notice in accordance with statutory requirements.
2. The termination notice was subject to the 60-day notice requirement applicable to a no-cause termination, not the 30-day requirement applicable to a tenant's failure to comply with a material term of the rental agreement.
3. Once the court determined that the termination notice was defective and deprived it of subject matter jurisdiction, it could not reach the remaining arguments for dismissal.

KEY QUOTATIONS

“The Vermont Residential Rental Agreements Act demands a “‘landlord's punctilious compliance with all statutory eviction procedures, including notice provisions.’” (at 2)

““[A] tenant cannot be put in the position of having to speculate on the meaning and legal effect of the landlord's actions.”” (at 2)

“Given Plaintiffs' defective termination notice to Jacobs, the court lacks jurisdiction over this case and may not reach the remaining arguments.” (at 3)

“The court DISMISSES this case WITHOUT PREJUDICE for lack of jurisdiction.” (at 3)

FACTUAL BACKGROUND

Plaintiffs 526 Heineberg Drive, LLC, Constance Coates, and William Coates rented a Colchester residence to Christopher Jacobs under a written agreement governed by the HUD Section 8 Housing Choice Voucher Program. The lease permitted termination for certain good-cause grounds, including a business or economic reason such as sale of the property, and separately addressed serious lease violations. Plaintiffs' October 10, 2025 notice stated that the landlord intended to sell the property and set a termination date 38 days later, but did not allege a breach, invoke the serious-violation provision, or provide 60 days' notice. Plaintiffs subsequently sued for ejectment, damages, and breach of lease.

PROCEDURAL HISTORY

Plaintiffs served Defendant with a termination notice stating that the landlord intended to sell the property and providing 38 days' notice. Plaintiffs then commenced this action two days after the stated termination date. Defendant moved to dismiss, arguing, among other things, that the notice was defective and failed to provide the statutory notice period. The Vermont Superior Court granted the motion under Rule 12(b)(1) and dismissed without prejudice for lack of jurisdiction.

DISPOSITION

dismissed

CASES CITED

- Andrus v. Dunbar, 2005 VT 48
- In re Soon Kwon, 2011 VT 26, ¶ 14
- Bennington Hous. Auth. v. Lake, 2012 VT 82, ¶ 15
- Vermont Small Bus. Dev. Corp. v. Fifth Son Corp., 2013 VT 7, ¶ 15
- Panagiotidis v. Galanis, 2015 VT 134, ¶ 9