

VERMONT SUPERIOR COURT, CIVIL DIVISION, FRANKLIN UNIT

Onsite Properties, LLC et al. v. Christine Mead

Onsite Properties · No. 25-CV-05215 · Decided April 16, 2026

SUMMARY

The Vermont Superior Court grants the defendant’s motion to dismiss and denies the plaintiff’s motion to amend. The court concludes that the original no-cause termination notice was defective and that the complaint asserted only claims for ejectment or possession, not an independent breach-of-contract claim. Under *Andrus v. Dunbar*, the court dismisses the case because the tenancy had not been properly terminated when the action was filed.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Franklin Unit
WRITING FOR THE COURT	Navah C. Spefo
JURISDICTION	Vermont Superior Court, Civil Division, Franklin Unit
DECIDED	April 16, 2026
DOCKET	25-CV-05215
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs moved to amend their complaint to add an eviction claim based on nonpayment of rent after the defendant moved to dismiss the original ejectment claim. The court granted the motion to dismiss and denied the motion to amend.
PRECEDENTIAL VALUE	unpublished trial-court order
PARTIES	Onsite Properties, LLC et al. v. Christine Mead

TOPICS

- motions to dismiss
- motion to amend
- ejectment
- landlord tenant
- civil procedure

PRACTICE AREAS

- civil procedure
- landlord-tenant law
- ejectment
- contracts

QUESTIONS PRESENTED

1. Whether the defective termination notice deprived the court of jurisdiction over the original ejectment or possession action.
2. Whether the original complaint asserted a separate breach-of-contract claim that would survive dismissal of the ejectment claim.
3. Whether plaintiffs could amend the complaint to add an eviction claim based on nonpayment of rent after the original action was jurisdictionally defective.

HOLDINGS

1. When a tenancy has not been properly terminated before an ejectment or possession action is filed, the court lacks jurisdiction over the action and the ejectment claim must be dismissed.
2. The complaint asserted only ejectment or possession claims, not a separate breach-of-contract claim.
3. The motion to amend was denied because the original complaint contained only a jurisdictionally defective ejectment or possession claim, leaving no surviving claim to support the proposed amendment.

KEY QUOTATIONS

“Based on a reading of the complaint as a whole, the Court finds that it alleged only claims for ejectment/possession.” (at 2)

“As a result, the Court lacked jurisdiction over the case at the time it was filed because the tenancy had not been properly terminated.” (at 2)

FACTUAL BACKGROUND

Onsite Properties served Christine Mead with a notice to vacate and filed a complaint seeking possession of the rental premises, a writ of possession, and related relief. The parties agreed that the original no-cause termination notice was defective and therefore did not terminate the tenancy. Although the complaint referenced unpaid rent and breaches of the rental agreement, plaintiffs did not seek money damages. A nonpayment-based eviction claim became ripe on March 9, 2026, shortly before plaintiffs moved to amend.

PROCEDURAL HISTORY

Onsite Properties filed an action in November 2025 seeking possession of the rental premises based on a no-cause termination notice and alleging breaches of the rental agreement. The parties agreed that the notice was defective. After a nonpayment claim became ripe, plaintiffs moved to amend the complaint; defendant opposed amendment and argued that the original action was jurisdictionally defective under *Andrus v. Dunbar*. The court concluded that the original complaint asserted only ejectment or possession claims, dismissed the case, and denied amendment.

DISPOSITION

dismissed

CASES CITED

- Andrus v. Dunbar, 2005 VT 48

OPINION

Onsite Properties v. Mead

PER CURIAM.

Vermont Superior Court Filed 04/17/26 Franklin nit

VERMONT SUPERIOR COURT CIVIL DIVISION

Franklin Unit Case No. 25-CV-05215 17 Church Street St. Albans VT 05478 802-524-7993

www.vermontjudiciary.org Onsite Properties, LLC et al v. Christine Mead

ENTRY REGARDING MOTION

Title: Motion to Dismiss; Motion to Amend Complaint ; (Motion: 2; 3) Filer: Matthew M. Glitman; Christine Mead Filed Date: February 11, 2026; March 13, 2026 Defendant's motion to dismiss is granted and the motion to amend is denied. The parties agree that the original notice to terminate in this case was defective. As a result, the Court dismisses Plaintiff's original claim for ejectment based on a no-cause eviction. The motion to amend is contested. Onsite Properties seeks to amend its complaint to add a claim for eviction based on nonpayment of rent. That cause of action became ripe on March 9, 2026, four days before the motion to amend was filed. The parties agree that the case that controls the outcome of this motion is *Andrus v. Dunbar*, 2005 VT 48. There, the Vermont Supreme Court held that where a "tenancy had not been terminated on the date that the landlord brought the ejectment action," the tenant is entitled to judgment. *Jd. At J 15*. Ms. Mead argues that because the original complaint was filed based on a defective no-cause termination notice that did not effectively terminate her tenancy, the Court lacked jurisdiction over the case from its start and it must be dismissed without amendment. Plaintiff argues that the complaint contained a separate cause of action that would survive dismissal of the ejectment claim a claim for breach of contract. Onsite Properties argues that because it has a claim for breach of contract that survives dismissal of the no-cause eviction claim, it can now amend its complaint to add a new claim for eviction. Ms. Mead's legal arguments under *Andrus* are correct. If the only claim asserted in the original complaint was for ejectment/possession, then *Andrus* applies and requires dismissal of the claim. As a result, the only question before the Court is whether there was another claim pending at the time the complaint was filed in November. The Court has copied the relevant part of the complaint below: Vermont Superior Court

5. The Defendant(s) breached the rental agreement with Plaintiff(s)

x failing to pay rent when due such that \$ z x violated the rental agreement as follows: (p (please explain): or no violation occurred but Plaintiff seeks a no cause eviction pursuant to statute.

6. Plaintiff(s) served the Defendant(s) with a Notice To Vacate the rental premises on 8/30/2022 which required Defendant(s) to vacate the premises by 9/30/2022

7. Despite such notice, Defendant(s) refuse(s) to vacate the rental premises.

NOW, THEREFORE, Plaintiff(s) request(s) the following relief (check all that apply): Judgment

for Plaintiff(s) in the amount of \$ (back rent); (damages); (costs). B. Order that the Defendant(s) vacate the rental premises owned by Plaintiff(s) C. Issuance of a Writ of Possession; D, Issue an Order That Defendant(s) Pay Rent Into Court (Motion & Supporting Affidavit attached) E. Such other relief as the Honorable Court deems just and appropriate. This complaint does not contain counts or claims that are meaningfully separated from each other. In paragraph 5, the complaint alleges multiple breaches of the rental agreement and a claim for no cause eviction. The challenge for the Court is that a breach of a rental agreement can be a claim for breach of contract or it can be a claim for ejectment/possession. As a result, the Court looks to the remedies Onsite Properties elected at the bottom of the complaint to understand what the complaint alleges. Critically, Plaintiff did not seek money damages. It sought the remedy of ejectment and the writ of possession that is required for that remedy. Ejectment and a writ of possession are not a remedy available under a claim for breach of contract. Based on a reading of the complaint as a whole, the Court finds that it alleged only claims for ejectment/possession. As a result, the Court lacked jurisdiction over the case at the time it was filed because the tenancy had not been properly terminated. *Andrus v. Dunbar*, 2005 VT 48, 15. The Court denies the motion to amend and dismisses this case in its entirety.

ORDER

For the reasons explained above, the motion to dismiss is granted and the motion to amend is denied. Electronically signed on April 16, 2026, pursuant to V.R.E.F. 9(d). Navah C. Spefo
Superior Court Judge