

VERMONT SUPERIOR COURT
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CIVIL DIVISION
Case No. 25-CV-01195

Bernard Sklansky et al v. William Passidomo et al

ENTRY REGARDING MOTION

Title: Motion for Partial Summary Judgment (Motion: 2)
Filer: Merrill E. Bent
Filed Date: June 02, 2026

Plaintiffs, Bernard Donald Sklansky, individually, and as Trustee of the Family Trust Administered under Article Fifth of the Sharon Rice Sklansky Revocable Trust Agreement, and 480 Partridge Hill Road, LLC, collectively referred to in this decision as Dr. Sklansky, have filed a *Motion for Partial Summary Judgment* (Motion 2). Defendants, William Passidomo and Elizabeth Rylant, collectively referred to in this decision as the Passidomos,¹ oppose partial summary judgment. For the following reasons, the motion is denied in part and granted in part.

Undisputed Facts

Dr. Sklansky entered into a rental agreement with the Passidomos.² The rental agreement contained the following term: “Upon termination of this LEASE, TENANT agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear accepted.” *Plf’s Summ. J. Ex. 43* at 5 (June 2, 2026). The Passidomos took possession of the rental house in September of 2023, lived there with their three young children, a cat, and a turtle for about the full rental term of nine months until they finalized the purchase of their house. When the Passidomos left the property, Dr. Sklansky documented the condition of the walls, furnishings, and property. Dr. Sklansky and the Passidomos dispute whether the condition of the property after the Passidomos left is ordinary wear and tear, or damage, as mentioned in other terms in the rental agreement.

¹ The designation is intended to encompass the fact that the defendants are part of a family which includes their children. The children are not parties.

² William Passidomo and Elizabeth Rylant originally entered into the agreement with Sharon Sklansky, Bernard Donald Sklansky’s late wife, as the landlord. On February 2, 2024, the parties signed an *Amended Agreement*. The terms of both agreements are the same, except for substituting the landlord, and entities to whom payments would be made. Compare *Plf’s Summ. J. Ex. 43* at 1–6 with *Plf’s Summ. J. Ex. 43* at 7–12. The modified agreement covers the same time period. The court will quote from the pages of the *Amended Agreement* as provided in *Exhibit 43* with the current motion for the relevant terms.

The rental agreement contained the term:

The TENANT shall not deliberately destroy, deface, damage, or remove any part of the premises or deliberately or negligently permit any person to do so. Any damage, including windows, shall be immediately reported to the LANDLORD and payment of such damage shall be paid immediately upon presentation of the bill.

Id. The rental agreement also contained the term:

LANDLORD may retain all or a portion of the security deposit for:

...

In the event of any damage, small or large, the TENANT agrees to notify Elizabeth Romano directly and/or the LANDLORD and will not replace any items or have them repaired without subsequent consent from the homeowner. This applies to furnishings, appliances, etc.

Id. at 2. The Passidomos have not addressed whether they made the required notification or notifications of damage. Dr. Sklansky did not receive any notification regarding the conditions documented after the Passidomos left the rental house.

The rental agreement also contained the term that the “LANDLORD will provide TENANT with a full tank of Oil and Propane upon occupancy September 1st, 2023 and at the end of the lease term TENANT will have the Oil and Propane tanks filled and paid in full.” *Plf’s Summ. J. Ex. 43* at 3 (June 2, 2026). When the Passidomos returned possession of the rental house, Dr. Sklansky discovered the tank had not been filled.

The rental agreement also contained the term that the “LANDLORD requires TENANT to carry renters’ insurance during occupancy. Tenant will provide proof of insurance prior to occupancy.” *Plf’s Summ. J. Ex. 43* at 2 (June 2, 2026). The Passidomos do not dispute that they did not carry rental insurance during the whole of the occupancy.

Finally, the rental agreement also contained the term that:

TENANT is required to have the Premise professionally cleaned by Debbie Lane, at a minimum of once or twice per month during the lease period. TENANT will pay for all cleanings directly with cleaning service. Tenant shall pay the difference in price if final cleaning is more than \$550 cleaning deposit. TENANT will pay a fee for carpet cleaning \$200 that will be given to the LANDLORD and is non-refundable.

Plf’s Summ. J. Ex. 43 at 2 (June 2, 2026). The person named in the contract term was unavailable for cleaning during the period that the Passidomos rented the house.

Standard

Under Vermont Rule of Civil Procedure 56, summary judgment is appropriate when the moving party “shows that there is no genuine dispute as to any material fact and the movant is entitled to a judgment as a matter of law.” V.R.C.P. 56(a). A fact is material only if it might affect the outcome of the case. *O’Brien v. Synnott*, 2013 VT 33, ¶ 9, 193 Vt. 546. In assessing whether a genuine dispute as to any material fact exists, courts construe “the facts presented in the light most favorable to the nonmoving party.” *Vanderbloom v. State Agency of Transp.*, 2015 VT 103, ¶ 5, 200 Vt. 150. In addition, “the nonmoving party receives the benefit of all reasonable doubts and inferences.” *Robertson v. Mylan Labs., Inc.*, 2004 VT 15, ¶ 15, 176 Vt. 356; accord *Pettersen v. Monaghan Safar Ducham, PLLC*, 2021 VT 16, ¶ 9, 214 Vt. 269. To that end, courts “accept as true the allegations made in opposition to the motion for summary judgment, so long as they are supported by affidavits or other evidentiary material.” *Robertson*, 2004 VT 15, ¶ 15.

Here, the Passidomo’s response to the *Statement of Undisputed Material Facts* does not conform with the requirements of Rule 56, as it does not include a separate paragraph-by-paragraph response with appropriate citations to the portions of the record, as required by a non-moving party disputing material facts. See V.R.C.P. 56(c)(2). However, the Passidomos have articulated their specific disagreement with Dr. Sklansky’s motion to a level where Dr. Sklansky was able to reply. See V.R.C.P. 61. The court will deem any facts in Dr. Sklansky’s *Statement* not contradicted by either the *Memorandum in Opposition* or the Passidomos’ affidavits to be undisputed for the purposes of the motion. V.R.C.P. 56(e)(2), 56(e)(4).

Analysis

Dr. Sklansky seeks partial summary judgment on the breach-of-contract claims under Count I of the *Complaint*. To prevail on a breach-of-contract claim, a plaintiff must prove the following elements: “(1) the existence of an agreement, (2) adequate performance of the contract by the plaintiff, (3) breach of contract by the defendant, and (4) damages.” *Abad v. People’s United Bank*, No. 286102009, 2011 WL 11555546, at *6 (Vt. Super. Ct. May 2, 2011) (internal quotation omitted); accord *Lapoint v. Dumont Const. Co.*, 128 Vt. 8, 10 (1969) (“In the obligation assumed by a party to a contract is found his duty, and his failure to comply with the duty constitutes a breach.”); *S. Burlington Sch. Dist. v. Calcagni-Frazier-Zajchowski Architects, Inc.*, 138 Vt. 33, 42 (1980) (“To hold CFZ liable for breach of contract, South Burlington not only had to establish the existence of an enforceable contract but also had to show that CFZ failed to perform according to their agreement.”). Whether the parties entered into a contract is a determination for the factfinder. See *Town of Rutland v. City of Rutland*, 170 Vt. 87, 90 (1999) (“The existence of an agreement is ordinarily a question of fact for the trier.”).

It is undisputed and there is evidence in the record showing that the parties entered into this rental agreement, which included the terms stated above. Performance of this contract by Dr. Sklansky, and his late wife, was adequate, as the Passidomos were able to reside in the rental home through the term of the contract, and up to when they had bought their own home. To address the final element, before dealing with the major issue under discussion: an underlying issue on summary judgement is whether Dr. Sklansky has proved damages which flow from any

breach. However, the Vermont Supreme Court has held that not being able to adequately prove damages is not necessarily fatal to summary judgment on breach of contract claims. “Failure to prove damages is fatal not to an action for breach of contract, as it would be for most tort actions, but rather to recovery on the basis of those damages.” *Foti Fuels, Inc. v. Kurrle Corp.*, 2013 VT 111, ¶ 34, 195 Vt. 524. Dr. Sklansky seeks only partial summary judgment on the issue of whether the Passidomos are liable for breach of the identified terms, rather than damages. Therefore, the major issue here is whether the Passidomos breached the terms identified by Dr. Sklansky.

The terms of a contract “must be interpreted according to the parties’ intent as expressed in the writing.” *Lussier v. Lussier*, 174 Vt. 454, 455 (2002) (mem.). If a contract “fairly admits of but one interpretation,” then it is unambiguous. *Isbrandtsen v. N. Branch Corp.*, 150 Vt. 575, 580–81 (1988) (quotation omitted). “[W]here no ambiguity is present, the need for construction vanishes and the contract language must be given effect in accordance with its plain, ordinary, and popular meaning.” *Simpson Dev. Corp. v. Herrmann*, 155 Vt. 332, 334–35 (1990); accord *City of Newport v. Village of Derby Ctr.*, 2014 VT 108, ¶ 14, 197 Vt. 560. In doing so, the courts “look to the plain meaning of individual terms, but contract provisions must be viewed in their entirety and read together.” *In re Cole*, 2008 VT 58, ¶ 19, 184 Vt. 64, 954 A.2d 1307 (internal quotation marks omitted). The court will also look at the circumstances surrounding making the agreement prior to finding a term ambiguous. See *Isbrandtsen*, 150 Vt. at 579 (1988).

The terms Dr. Sklansky identifies as being breached are terms where, first, the Passidomos agreed they would not damage the property or would be responsible for any damage they did cause. Second, the Passidomos agreed to report damage, whether or not they caused the damage. Third, the Passidomos agreed to refill the oil and propane tanks at the end of their tenancy. Fourth, the Passidomos agreed to carry renter’s insurance. Fifth, the Passidomos agreed to have the rental house cleaned by a specific person.

The first term that the court will examine is: “The TENANT shall not deliberately destroy, deface, damage, or remove any part of the premises or deliberately or negligently permit any person to do so,” as the tenants’ destruction, defacement, or damage of the rental house is the crux of Dr. Sklansky’s complaint. *Plf’s Summ. J. Ex. 43* at 5 (June 2, 2026). Inherent in this term and reflected by the accompanying term “[u]pon termination of this LEASE, TENANT agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear accepted[,]” is the assumption that the rental house was in a certain condition prior to the Passidomos’ tenancy, and the damages shown in Dr. Sklansky’s numerous exhibits reflect a changed condition. *Id.* Dr. Sklansky argues that the exhibits show a changed condition, and therefore, are proof of the material fact of a changed condition.

However, Dr. Sklansky has not established the original condition of the rental house in the record before the court on summary judgment. The term here requires causation to be found, in order to find breach, as the term is about the tenant “deliberately” damaging the premises. *Id.* Without an explicit demonstration that the house was in one condition prior to the Passidomos residence, on summary judgement, Dr. Sklansky cannot prove that the Passidomos were the cause of the current condition without requiring the court to make several inferences. The visual

exhibits, affidavits, and depositions draw a picture of a rental house in a different condition prior to the presence of the Passidomos. However, to find first that the rental house was not in this condition prior to the presence of the Passidomos, and second, the Passidomos caused these conditions on summary judgment, the court would necessarily have to make multiple inferences regarding the original state of the house against the Passidomos. On summary judgment, the court must draw all reasonable inferences in favor of the non-moving party. See *Robertson v. Mylan Labs., Inc.*, 2004 VT 15, ¶ 15, 176 Vt. 356. As the Passidomos argue in their opposition memorandum, the age of the property, the fact that the furnishings had already been part of the property prior to taking up residence, also suggest making an inference about prior conditions and causation of those conditions would be unreasonable in the first place.

Summary judgment is not always the appropriate vehicle for all factual questions, often due to the requirement in Rule 56 to show the court undisputed material facts which meet the elements of the legal claim. See, e.g., *Stamp Tech, Inc. ex rel Blair v. Ludall/Thermal Acoustical, Inc.*, 2009 VT 91, ¶ 21, 186 Vt. 369. Summary judgment is, in many ways, a more difficult judgment to obtain than judgment after trial. See, e.g., *State v. Heritage Realty of Vt.*, 137 Vt. 425, 428 (1979) (“[I]f there is a genuine issue as to any material fact, a trial is absolutely necessary.”). “The function of a summary judgment is to avoid a useless trial, but a trial is not only not useless but absolutely necessary where there is a genuine issue as to any material fact.” *Sykas v. Kearns*, 135 Vt. 610, 612 (1978) (internal quotation omitted). Here, the record is not complete with enough facts for the court to be able to determine breach of contract on either the terms: “The TENANT shall not deliberately destroy, deface, damage, or remove any part of the premises or deliberately or negligently permit any person to do so,” or “[u]pon termination of this LEASE, TENANT agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear accepted.” *Plf’s Summ. J. Ex. 43* at 5 (June 2, 2026). Therefore, the court finds that there remain issues of disputed material fact as to breach of these terms.

The next terms the court will examine are the terms which required the Passidomos to report damage. The rental agreement stated:

In the event of any damage, small or large, the TENANT agrees to notify Elizabeth Romano directly and/or the LANDLORD and will not replace any items or have them repaired without subsequent consent from the homeowner. This applies to furnishings, appliances, etc.

Id. at 2. This requirement was re-emphasized by the clause: “Any damage, including windows, shall be immediately reported to the LANDLORD and payment of such damage shall be paid immediately upon presentation of the bill.” *Id.* at 5.

The damage reporting contract term here hinges on an ambiguous concept, as it is unclear what “any damage” is intended to mean. Dr. Sklansky and the Passidomos’ main dispute is regarding the amount of damage present versus ordinary wear and tear over time, and the contract does not directly define “damage.” While the court interprets words in a contract according to their commonly understood meanings, it also reads the contract as a whole. This

ensures that the court will “give effect to all material parts of the contract and to form a harmonious result.” *In re Spear*, 2014 VT 57, ¶ 14, 196 Vt. 517 (internal quotation marks omitted). While not all words need to be expressly defined under this rule, if a key concept is modified and impliedly defined in various ways throughout the contract, ambiguity about what could be considered a simple concept can arise.

First, given the lack of a time-based limitation in the term, the intent appears to have been for the Passidomos to report all damage within the rental house across all time regardless of whether they caused the damage. Read strictly, this includes damage that they did not know about or did not ever observe. Though not dispositive to the court’s decision, this interpretation of the extent of damage to be reported is borne out by the parties’ reporting choices. The parties, after arriving at the property sent some notes of damage to Ms. Romano, though not any notification of the alleged damage which has become the basis of the claims. See *SUMF* ¶ 18 n.3 (June 2, 2026); *Def’s. Opp’n Memo.* at 4 (June 16, 2026). Therefore, the term for notice of damage is intended to encompass all damage in the house, whether occurring in the misty past, or damage allegedly caused by the Passidomos.

Given that the reporting term requires reporting of damage evident from the moment the house was built to the point when the contract ended, “damage” in this context is quite broad when modified by “any.” *Plf’s Summ. J. Ex. 43* at 2 (June 2, 2026). Trying to determine what must be reported from the surrounding language, the contract at one point separates destruction and defacement of property from damage, even though many conceptions of damage in common language, and the parties’ filings, consider destruction and defacement to be kinds of damage. See *Plf’s Summ. J. Ex. 43* at 5 (June 2, 2026); see also *id.* at 3 (differentiating between damage and destruction regarding natural disaster). In another clause, damage is quite possibly any negative change in condition except for “ordinary wear and tear.” *Id.* at 5. Throughout the damage reporting terms, an intent that damage encompass any kind of change can be seen through the use of “any” and “small or large” as modifiers of the word “damage,” which would preclude the other limitations stated as to what damage is in the rest of the contract. *Id.* at 2, 5.

These are multiple and reasonable and competing interpretations for what reportable damage is supposed to be under this contract: it might be limited by not considering ordinary wear and tear, destruction, defacement, or any combination of the three concepts, as reportable damage, or damage should be construed as any broad change in condition, in a negative manner. See *Isbrandtsen v. N. Branch Corp.*, 150 Vt. 575, 580–81 (1988). When there is ambiguity in terms of a contract, the courts may look at the actions of the parties to show their understanding of the terms, or other subordinate forms of construction. See, e.g., *id.* at 579; *Bissonnette v. Wylie*, 166 Vt. 364, 371 (1997) (describing parties’ surrounding actions upon determination contractual term ambiguous due to breadth of term). Damage, as contemplated here, is ambiguous. The concept of “any damage” across the time of the rental house’ existence could range from normally undetected damage like the onset of dry rot, through known damage like a broken window, to minor damage—defacement, even—like the scrape of a black-soled sneaker across the floor. What is described at various points in this contract is broad, and thus, what “any damage” to be reported is ambiguous. See *Bissonnette*, 166 Vt. at 371 (holding breadth of term rendered term ambiguous).

Given Dr. Sklansky's numerous exhibits, and careful itemization, the conclusion must be drawn that at least the drafter of the contract intended this to reach to the broadest extent of what "any damage" could mean. Given that there is ambiguity over what is damage, the court will look at extrinsic factors to determine what damage was to be reported, but consistent with construing contracts on the plain mean of their terms, the court will only look at the extrinsic factors for the point of ambiguity, which is the limit of "any" damage. The rental agreement explicitly states the Passidomos agreed to return the property "in as good condition and repair as when received, ordinary wear and tear accepted." *Plf's Summ. J. Ex. 43* at 5 (June 2, 2026). The damages that Dr. Sklansky alleges were not reported all have their origin in the condition of the rental home upon return. Therefore, the reasonable conclusion is that the reportable damage, whether it includes or is separate from destruction and defacement, must not include ordinary wear and tear, also undefined by the contract, and unlike "damage" which has a multiplicity of descriptions, is only mentioned in the above quoted term.

The Passidomos raise the point that under Vermont law, "normal wear and tear," is defined as "deterioration that occurs, based upon the reasonable use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his or her household or their invitees or guests." 9 V.S.A. § 4451(5). Under a plain English reading of this term and the statute, "ordinary" and "normal" appear to be synonymous. There is no indication in the contract that the parties intended "ordinary" to somehow mean a lesser standard than "normal," and the arguments made in Dr. Sklansky's reply all focus on how the damage to the house was above normal, and beyond the ordinary. See *Plf's Summ. J. Ex. 43* at 5 (June 2, 2026); *Plf's Reply* at 7, 13 (July 10, 2026). To the extent that "ordinary wear and tear" is ambiguous, construction of that term would be construed against Dr. Sklansky, as the drafter. *Plf's Summ. J. Ex. 43* at 5 (June 2, 2026); see *Trs. of Net Realty Holding Trust Co. v. AVCO Fin. Serv. of Barre, Inc.*, 147 Vt. 472, 475–76 (1986) ("It is a general rule of construction in Vermont that a doubtful provision in a written instrument is construed against the party responsible for drafting it."). As this term uses language substantially similar to statute, the statute's definition of "normal wear and tear," 9 V.S.A. § 4451(5), will be considered the exception to the term "damage." See generally *Plf's Summ. J. Ex. 43* (June 2, 2026).

Given this, to prove the damage reporting term was breached, Dr. Sklansky must have enough undisputed facts in the record to prove that the damage was not ordinary wear and tear. Viewed from a more affirmative perspective, given the statutory definition of "normal wear and tear" Dr. Sklansky's burden is to prove that it was the Passidomos' negligence, carelessness, accident, or abuse of the premises which caused the items he claims as non-noticed damage. As discussed above, the record is thin on the original condition of the house and items, which would be a prerequisite to determining if a change in the condition of the item was damage or ordinary wear and tear. Based on the facts in the record, there is not quite enough to prove causation of damage without inference. See V.R.C.P. 56(e)(4). In order for the Passidomos to have breached the term requiring notice of damage, Dr. Sklansky must have proved each item of damage listed was actual damage, and not the ordinary wear and tear exception to damage, which Dr. Sklansky cannot do on this record. Thus, the court cannot grant summary judgment due to lack of supporting undisputed material facts on breach of this term.

The third term Dr. Sklansky claims was breached is that the Passidomos did not refill the oil at the end of their tenancy. The Passidomos do not dispute that they did not pay to fill the oil and propane tanks. The court will take it as fact that the Passidomos did not have the oil and propane tanks refilled at their expense at the end of their lease term. See V.R.C.P. 56(e)(2). The fourth term of the contract required the Passidomos carry renter's insurance. The Passidomos do not dispute that they did not carry rental insurance during the whole of the occupancy, and the court will take it as fact. See *id.* The court finds a breach of the term that the "LANDLORD will provide TENANT with a full tank of Oil and Propane upon occupancy September 1st, 2023 and at the end of the lease term TENANT will have the Oil and Propane tanks filled and paid in full." *Plf's Summ. J. Ex. 43* at 3 (June 2, 2026). The court will also find breach of the term that the "LANDLORD requires TENANT to carry renters' insurance during occupancy. Tenant will provide proof of insurance prior to occupancy." *Plf's Summ. J. Ex. 43* at 2 (June 2, 2026).

The final term Dr. Sklansky claims the Passidomos breached is:

TENANT is required to have the Premise professionally cleaned by Debbie Lane, at a minimum of once or twice per month during the lease period. TENANT will pay for all cleanings directly with cleaning service. Tenant shall pay the difference in price if final cleaning is more than \$550 cleaning deposit. TENANT will pay a fee for carpet cleaning \$200 that will be given to the LANDLORD and is non-refundable.

Plf's Summ. J. Ex. 43 at 2 (June 2, 2026). The person named in the contract term was unavailable for cleaning during the period that the Passidomos rented the house. See *Plf's Mot. Summ. J.* at 22 n.6; *SUMF* ¶ 164. This term was specific down to the name of the cleaning service who had to clean the house. The parties do not dispute that the cleaning service named did not clean the house once or twice a month during the lease period. Therefore, the Passidomos are in breach of this term.

However, the reason why they are in breach is because it was impossible to perform this term, since the specific cleaner was unavailable. Vermont construes impossibility very narrowly. In order to raise the defense of impossibility, the task contracted for must be impossible to complete as contracted for, and any attempt to complete the contract would be unlawful, or otherwise impossible, otherwise "if what is agreed to be done is in nature possible and lawful, it must be done[.]" *City of Montpelier v. Nat'l Sur. Co.*, 97 Vt. 111, 111 (1923). The focus of the court's analysis on impossibility must be on whether the task itself is possible, not whether the breaching party could or could not have done it. *Id.* ("To warrant the application of that principle, the impossibility must consist in the nature of the thing to be done and not in the inability of the party to do it."); accord *Agway, Inc. v. Marotti*, 149 Vt. 191, 193 (1988).

The record does not contain many facts regarding this term. Nevertheless, what it does contain is that the Passidomos were required to use this specific cleaner by contract to clean the rental home. This is the "nature of the thing to be done." *City of Montpelier*, 97 Vt. at 111. The record also states the cleaner was not available to perform the cleaning. That is not an impossibility of the party, the Passidomos, to do the thing to be done. It is not generally lawful

to force a person into work that they have not agreed to do. Cf. *United States v. Kozminski*, 487 U.S. 931, 943–44 (1988) (“[W]e find that in every case in which this Court has found a condition of involuntary servitude, the victim had no available choice but to work or be subject to legal sanction.”). The reasonable inference from the bare facts stated in favor of the non-moving party is that it was not possible for the specified cleaner to clean the rental home during the time period in question, making this part of the rental agreement impossible to perform.

When a task is impossible to perform, the breaching party is discharged of liability for that breach. See *Record v. Kemp*, 2007 VT 39, ¶ 20, 182 Vt. 17 (“[Impossibility] is a ‘strict standard’ that excuses nonperformance only when performance would cause ‘extreme, unreasonable, and unforeseeable hardship due to an unavoidable event or occurrence.’” (quoting 30 Williston on Contracts § 77:1 (4th ed.))). Therefore, the court cannot grant summary judgment as a matter of law regarding breach of this term to Dr. Sklansky. However, the facts are so thin regarding this term, the court will not grant judgment on this issue independent of Dr. Sklansky’s motion. See V.R.C.P. 56(f)(1).

Relief

Under the summary judgment rule “[i]f the court does not grant all the relief requested by the motion, it may enter an order stating any material fact—including an item of damages or other relief—that is not genuinely in dispute and treating the fact as established in the case.” V.R.C.P. 56(g).

Given the lack of dispute on these facts evident in the filings, the court will hold that these material facts are not in dispute:

The Passidomos did not notify Dr. Sklansky, or any local representatives, about the various conditions Dr. Sklansky documented after the Passidomos departed from the house.

The Passidomos did not refill the oil and propane tanks at the end of their tenancy.

The Passidomos did not carry renter’s insurance for the full term of their tenancy.

Order

Motion 2 is granted in part, as to breach of contract of the terms requiring Defendants to refill the oil and propane tanks at the end of tenancy, and to carry renter’s insurance for the full term of tenancy.

Motion 2 is denied in part, as Plaintiffs have not established the requisite undisputed material facts for a finding on breach of contract of the terms requiring Defendants not damage the property, and to report any damage. Plaintiffs are not granted summary judgment as a matter of law as to the breach of contract of the term requiring Defendants to hire a certain cleaner who was unavailable for hire during the term of the tenancy.

The facts stated under the “Relief” section will be considered established in the case.

Signed electronically August 31, 2026 pursuant to V.R.E.F 9(d).

A handwritten signature in black ink, appearing to read 'D. Barra', with a long horizontal stroke extending to the right.

David Barra
Superior Court Judge