VERMONT SUPREME COURT
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Case No. 26-AP-170

Note: In the case title, an asterisk (*) indicates an appellant and a double asterisk (**) indicates a cross-appellant. Decisions of a three-justice panel are not to be considered as precedent before any tribunal.

ENTRY ORDER

NOVEMBER TERM, 2026

Jennifer Fletcher v. Kori Coburn*	}	APPEALED FROM:
	}	Superior Court, Windham Unit,
	}	Civil Division
	}	CASE NO. 26-CV-00823
		Trial Judge: John Treadwell

In the above-entitled cause, the Clerk will enter:

Defendant appeals the civil division's judgment in favor of plaintiff in this ejectment action. We affirm.

In February 2026, plaintiff filed a complaint seeking ejectment of defendant from real property in Athens, Vermont. The civil division held an evidentiary hearing in April 2026 and issued a written decision in which it made the following findings.

Plaintiff and defendant's father, Christopher Coburn, divorced in August 2015.* The divorce order awarded plaintiff the property that is the subject of this appeal and Coburn was awarded a different parcel of real estate. Because the two properties had unequal value, Coburn agreed to pay plaintiff $25,000 to equalize the marital property division.

Plaintiff never sold or otherwise transferred her interest in the property. She intended to transfer it to her son at some point. Plaintiff did not live at the property. At the time of the divorce, a tenant occupied the premises, and plaintiff allowed the tenancy to continue. She and Christopher Coburn agreed that he would receive the tenant's rental payments in exchange for paying the property taxes. The tenant subsequently died and the property was unoccupied for a time.

* The civil division's order says the divorce was granted in August 2025. This appears to be a typographical error because the record indicates that the divorce order was entered on August 21, 2015. The discrepancy does not affect our analysis.

At some point after April 2025, defendant began living on the property. Defendant believed that plaintiff sold the property to Christopher Coburn in 2016. Defendant did not have any written document signed by plaintiff that contained the terms of the alleged sale.

In October 2025, plaintiff sent defendant notice by first-class and certified mail that she was terminating defendant's tenancy as of December 31, 2025. At the time of the final hearing in April 2026, defendant was still living at the property. There was no lease and defendant had not paid rent.

The civil division found that plaintiff provided defendant with a notice of termination of tenancy that satisfied the statutory requirements for no-cause termination of an oral lease where defendant had occupied the premises for less than two years. The court therefore entered judgment for plaintiff and issued a writ of possession ordering defendant to vacate the property. Defendant appealed.

On appeal, defendant argues that the court erred in finding that plaintiff owned the property. Where, as here, judgment is entered following a bench trial, "[i]t is the province of the trial court to determine the credibility of witnesses and weigh the persuasive effect of the evidence." Bruntaeger v. Zeller, 147 Vt. 247, 252 (1986). "This Court views factual findings of the trial court in the light most favorable to the prevailing party below and will not set aside the findings unless they are clearly erroneous." MacDonough-Webster Lodge No. 26 v. Wells, 2003 VT 70, ¶ 17, 175 Vt. 382. We review the court's conclusions of law without deference. Id.

The trial court's finding that plaintiff owned the property was not clearly erroneous. It was supported by plaintiff's testimony and the terms of the divorce decree, which was recorded in the town land records and admitted into evidence at the hearing below. Although the divorce decree did not expressly require Christopher Coburn to pay plaintiff $25,000 to equalize the division of marital property, the trial court found plaintiff credible in her testimony that Coburn agreed to make such a payment. Plaintiff testified that she had not sold or transferred the property since receiving it in the divorce, and that she and Christopher Coburn agreed that he could continue to collect rent from the preexisting tenant in exchange for maintaining the property because he had the time and necessary skills to do so. The trial court credited plaintiff's testimony. Because the trial court was the trier of fact, we will not disturb its assessment of plaintiff's credibility or its weighing of the evidence. Bruntaeger, 147 Vt. at 252.

Defendant argues that she presented evidence that Christopher Coburn made the $25,000 payment for the purpose of buying the property. Defendant did not proffer any writing signed by plaintiff such as a sale agreement, property transfer tax return, or deed, and admitted that she did not have such documents. See 12 V.S.A. § 181 (requiring contract for sale of land to be in writing and signed by seller). Defendant asserts, however, that when Coburn requested a bank loan for the funds, he indicated on the application that the purpose of the loan was "payoff exwife" (sic), which defendant argues proves that plaintiff sold the property to Christopher Coburn. This document was not admitted into evidence at the hearing, but even if it had been, we disagree that the quoted language gives rise to a reasonable inference that plaintiff sold the property to Christopher Coburn. Records of bank checks issued to plaintiff and a text message referencing a quitclaim deed were admitted into evidence, but these documents also did not establish on their face that plaintiff sold the property to Christopher Coburn or that there was an agreement to do so. Moreover, the existence of conflicting evidence does not render factual findings clearly erroneous where there is other evidence to support them, as exists here. See

Highgate Assocs., Ltd. v. Merryfield, 157 Vt. 313, 315 (1991) ("A finding will not be disturbed merely because it is contradicted by substantial evidence; rather, an appellant must show there is no credible evidence to support the finding.").

The evidence supports the court's finding that plaintiff owned the property and therefore had the right to possession, and defendant does not challenge the court's other findings or its conclusion that plaintiff properly terminated any lease that may have existed. We therefore see no reason to disturb the decision below.

Affirmed.

BY THE COURT:

Paul L. Reiber, Chief Justice

Nancy J. Waples, Associate Justice

Christina E. Nolan, Associate Justice