VERMONT SUPREME COURT
109 State Street
Montpelier VT 05609-0801
802-828-4774
www.vermontjudiciary.org

Case No. 26-AP-159

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

The Housing Foundation, Inc. v. Nicole Tourangeau*	}	APPEALED FROM:
	}	
	}	Superior Court, Chittenden Unit,
	}	Civil Division
	}	CASE NO. 25-CV-05617
		Trial Judge: Megan J. Shafritz

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

Tenant appeals pro se from the civil division's judgment in favor of landlord in this eviction action. We affirm.

In December 2025, landlord filed a complaint for eviction against tenant in which landlord alleged the following facts. Landlord owns a mobile home park in Milton. Tenant rented lot space for her mobile home in the park. Pursuant to the parties' written lease, tenant was required to pay landlord $436 per month. Tenant failed to pay rent in October 2025. On November 7, 2025, landlord notified tenant by certified mail that her tenancy would terminate by December 12, 2025, if she did not pay her then-existing arrearage of $832.61. Tenant did not pay the full amount by that date and remained in possession of the lot. Tenant had defeated a previous eviction action filed by landlord by paying the arrearage into court in May 2025.

The court held a hearing in April 2026 at which both parties appeared. Based on the evidence presented, the court awarded judgment of possession to landlord and ordered tenant to pay landlord $1,268.61 in rent and $2,713.93 in attorney's fees and costs. The court found that tenant did not have the right to redeem the tenancy pursuant to 12 V.S.A. § 4773 because she had defeated a prior nonpayment-of-rent eviction action under that statute within the past twelve months.

On appeal, tenant asks this Court to review the trial court's decision to determine whether Vermont's landlord-tenant laws were properly applied. She appears to argue that she should have been allowed to redeem the tenancy by paying the arrearage. She also appears to challenge the court's award of attorney's fees and court costs to landlord.

In an appeal from a judgment entered following a bench trial, this Court will uphold the court's factual 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 de novo. Id. Tenant does not appear to challenge any factual findings made by the court. Even if she did, we would not be able to review such a challenge because tenant did not order a transcript of the final hearing, during which the court apparently made oral findings and conclusions. See V.R.A.P. 10(b)(1) ("By failing to order a transcript, the appellant waives the right to raise any issue for which a transcript is necessary for informed appellate review."); Evans v. Cote, 2014 VT 104, ¶ 7, 197 Vt. 523 ("Without the transcript, this Court assumes that the trial court's findings are supported by the evidence."). Accordingly, we limit our review to whether the court correctly applied the law.

Section 6237 of Title 10 provides that a mobile home park leaseholder may be evicted by the park owner for nonpayment of rent following notice by certified or registered mail. 10 V.S.A. § 6237(a)(2). Section 4773 of Title 12 provides that before a writ of possession is executed in an eviction action, the defendant may defeat the action by paying into court all rent, interest, and court costs then due. See 10 V.S.A. § 6237 (indicating that evictions filed by park owner are governed by chapter 169 of Title 12). However, § 4773 also provides that "[a] defendant may not defeat an ejectment action by payment of all rent in arrears, interest, and court costs more than one time in 12 months. The 12-month period shall begin on the day the payment is made." Id. This language makes clear that if a tenant was previously subject to an eviction action for nonpayment of rent and stopped that action by paying all rent due, the tenant cannot use the same method to defeat a subsequent action for nonpayment of rent brought within a year of the payment.

According to landlord's complaint and attached documents, tenant previously defeated an eviction action in May 2025 by paying overdue rent. She then fell behind on rent again later that year. The court apparently found these allegations to be established by the evidence. Because tenant had already relied on the curative provision in § 4773 earlier the same year and had again stopped paying rent, landlord was entitled to bring a new eviction action, and tenant no longer had the legal right to end the new action by paying what was then owed. We therefore see no error in the court's award of judgment to landlord.

Tenant appears to challenge the court's award of attorney's fees and costs to landlord but does not explain why we should reverse the award or cite any authority in support of her claim. This Court therefore does not address it. See V.R.A.P. 28(a)(4) (setting forth requirements for arguments in appellant's principal brief); In re Snyder Grp., Inc., 2020 VT 15, ¶ 26 n.10, 212 Vt. 168 (observing that this Court generally will not consider inadequately briefed arguments). We note, however, that section 15 of the lease agreement states that landlord is entitled to recover attorney's fees and costs incurred in obtaining possession of the lot after termination of the lease, including any unpaid rent. See 12 V.S.A. § 4854 (stating that if court finds plaintiff entitled to

possession, "plaintiff shall have judgment for possession and rents due, damages, and costs," as well as reasonable attorney's fees if provided for in lease).

Affirmed.

BY THE COURT:

Paul L. Reiber, Chief Justice

Nancy J. Waples, Associate Justice

Christina E. Nolan, Associate Justice