

On appeal, plaintiff argues that defendant signed her name to a lease without permission and that defendant worked with her landlord to move her from her apartment in April 2019. A motion to dismiss for failure to state a claim may be granted “only if it is beyond doubt that there exist no facts or circumstances that would entitle the plaintiff to relief.” Birchwood Land Co. v. Krizan, 2015 VT 37, ¶ 6, 198 Vt. 420 (quotation omitted); see V.R.C.P. 12(b)(6). On appeal from a grant of motion to dismiss, this Court reviews the motion without deference to the trial court, “taking all facts alleged in the complaint as true and in the light most favorable to the nonmoving party.” Coutu v. Town of Cavendish, 2011 VT 27, ¶ 4, 189 Vt. 336.

Accepting as true the allegations in plaintiff’s complaint, the complaint does not state a claim on which a court could grant relief. The allegations related to defendant are that defendant signed plaintiff’s name on a lease without plaintiff’s permission and that defendant incorrectly stated that plaintiff asked for help to move. Neither allegation is a legal claim against defendant. The complaint does not allege any facts to show how defendant’s actions in signing plaintiff’s name to a lease² and assisting plaintiff with moving caused plaintiff harm that a court can address. Without identifying this kind of harm or how plaintiff’s actions caused that harm, there is no legal wrong.

Affirmed.

BY THE COURT:

Paul L. Reiber, Chief Justice

Harold E. Eaton, Jr., Associate Justice

Karen R. Carroll, Associate Justice

² Defendant argues that the documents submitted by plaintiff plainly demonstrate that no improper signing occurred because plaintiff’s name was written on the document to identify who would sign the document and not on the signature line.