



THE DEFINITIVE GUIDE TO RENTING IN VERMONT

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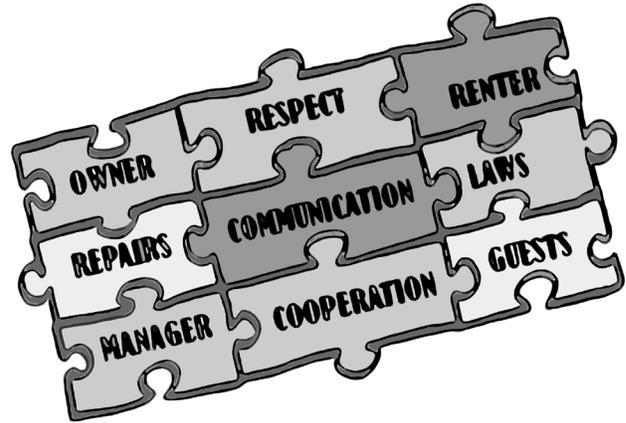


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INTRODUCTION

Renting is a two way street. The best way for owners and renters to have a successful experience is to work together. Renting is also a legal relationship. It works best if it is seen by all parties as a Business Relationship.

This Guidebook was jointly written by Pamela Favreau-Zugaro, the Director of CVOEO's program, Vermont Tenants and Angela Zaikowski, Esq., the Director of The Vermont Apartment Owners Association, LLC. Why? Because we believe that an owner - renter relationship does not have to be contentious. Good communication and mutual respect often saves a great deal of stress for everyone. Experience has shown us that problems in a rental situation most often stem from both parties not understanding their legal rights and responsibilities.



This Guidebook was written cooperatively by our organizations in the hopes of “leveling the playing field”. We believe that both parties should know the other’s legal rights and responsibilities as well as their own.

OUR MESSAGE TO RENTERS

Pay your rent on time and communicate with the property owner or manager. We hear from scores of renters being evicted because they let things get out of hand instead of being proactive. Don't be one of them.

Most owners' wants are also fairly simple; they expect you to pay the rent on time, take care of their property and tell them when repairs are needed.

OUR MESSAGE TO PROPERTY OWNERS

A rental that is run down and in need of repairs and upkeep can say loud and clear that you don't care. Ask yourself why your renters should. Pride of Ownership is a smart business practice.

Most renters' wants are also fairly simple; to have repairs done when needed and to be left alone to enjoy their home.

ACKNOWLEDGEMENTS

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Co-authored by Angela Zaikowski, Esq. and Pam Favreau-Zugaro

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SECTION 1: BEFORE YOU RENT

DO THE LAWS APPLY TO ME?

“**Rental agreement**” means all agreements, written or oral, embodying terms and conditions concerning the use and occupancy of a dwelling unit and premises.

“**Landlord**” means the owner, lessor, or where applicable, the sub lessor of a residential dwelling unit or the building of which it is a part.

“**Tenant**” means a person entitled under a rental agreement to occupy a residential dwelling unit to the exclusion of others.

In brief, this means that if you let someone live in a building you own, be it a mansion or a room in your own residence, you are a **Landlord**. This includes a main tenant who subleases to a roommate. You do not need to own the room you are subleasing in order to take on the landlord role.

Because VT law does not require a written lease, you are considered a legal **Tenant** with or without a lease. The rights and responsibilities of both parties outlined in this book apply.

Vermont Statutes Annotated, Title 9, Chapter 137 § 4451. Definitions

* “*V.S.A.*” is also used frequently in this book. It means *Vermont Statutes Annotated* and refers to Vermont state laws. They are referenced by **TITLE** (a number), **CHAPTER** (what subject they cover), and **SECTION** (the specifics of the law).

EXCLUSIONS

The information in this book does not apply to any of the following:

- Occupancy at a public or private institution operated for the purpose of providing medical, geriatric, educational, counseling, religious, or similar service;
- Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the interest of the purchaser;
- Occupancy by a member of a fraternal, social, or religious organization in the portion of a building operated for the benefit of the organization;
- Transient occupancy in a hotel, motel, or lodgings during the time the occupancy is subject to rooms and meals tax. (30 days)
- Occupancy by the owner of a condominium unit or the holder of a proprietary lease in a cooperative;
- Rental of a mobile home lot governed by *10 V.S.A. chapter 153*;
- Transient residence in a campground, which for the purposes of this chapter means any property used for seasonal or short-term vacation or recreational purposes on which are located cabins, tents, or lean-tos, or campsites designed for temporary set-up of portable or mobile camping, recreational, or travel dwelling units, including tents, campers, and recreational vehicles such as motor homes, travel trailers, truck campers, and van campers.

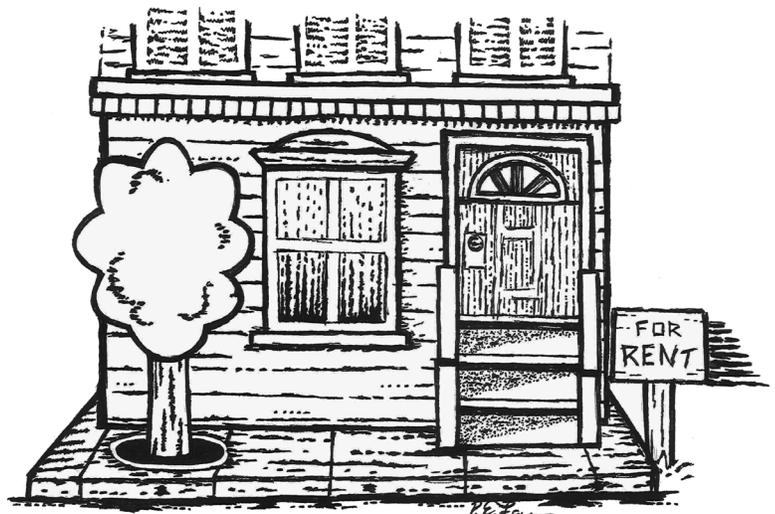
TIPS FOR RENTERS AND OWNERS

TIPS FOR APARTMENT SEEKERS:

- Be certain you can afford the rental. Use the budget sheet in the “Tools” section of this Guidebook.
- An owner or rental agent cannot charge an application fee. They may charge a credit check fee.
- Ask if there will be a written lease. Ask how long the lease will be for (lease term).
- Ask who pays for utilities. If you will pay for them, ask how much they cost. Call the utility companies to see if the estimates the owner gave you are correct.
- If the owner pays for heat, ask who controls the temperature in the apartment.
- If it is the owner, ask what temperature it is set at in the winter. Codes require a minimum temperature of 65°F.
- Don't be afraid to check references for the owner, ask current occupants what their experience has been.
- Check all the essential systems:
 - Lights
 - Water
 - Outlets
 - Stove
 - Hard wired, interconnected smoke and carbon monoxide detectors
- Owners check references. If you feel you have a problem with references, Vermont Tenants can help. Give them a call.
- Some owners also check Credit Reports. If you are unsure of your credit rating, or need help establishing or repairing credit, contact CVOEO's Financial Futures Program listed in the Resources at the back of this book.
- **A lease is valid as soon as it is signed, not after move in.** *Be certain you understand what the lease says before you sign!*

TIPS FOR OWNERS:

- When advertising a unit, describe the unit, not your ideal occupants. See also the section on Fair Housing Law.
- Application Fees are not legal in the state of Vermont.
- Charging potential renters for the actual cost of background and credit checks is permitted.
- You can also request that an applicant provide a copy of their credit report as a part of the application process.
- Check references! Good questions to ask are:
 - Was rent paid on time?
 - Did the renter leave in good standing?
 - Would you rent to the person again?
- Ensure that any needed repairs are made before new renters move in.
- When denying an applicant, you can deny applicants for the following reasons:
 - Incomplete application
 - Negative reference
 - Lack of rental history
 - Criminal record
 - Substandard credit - you can set the level, but apply consistently
- Make sure you apply all your application policies consistently.



DOING A WALK THROUGH

Both parties should do a walk through together before the renter takes occupancy. The condition of the unit should be documented in writing. There are forms for this purpose available in the “Tools” section of this Guidebook.

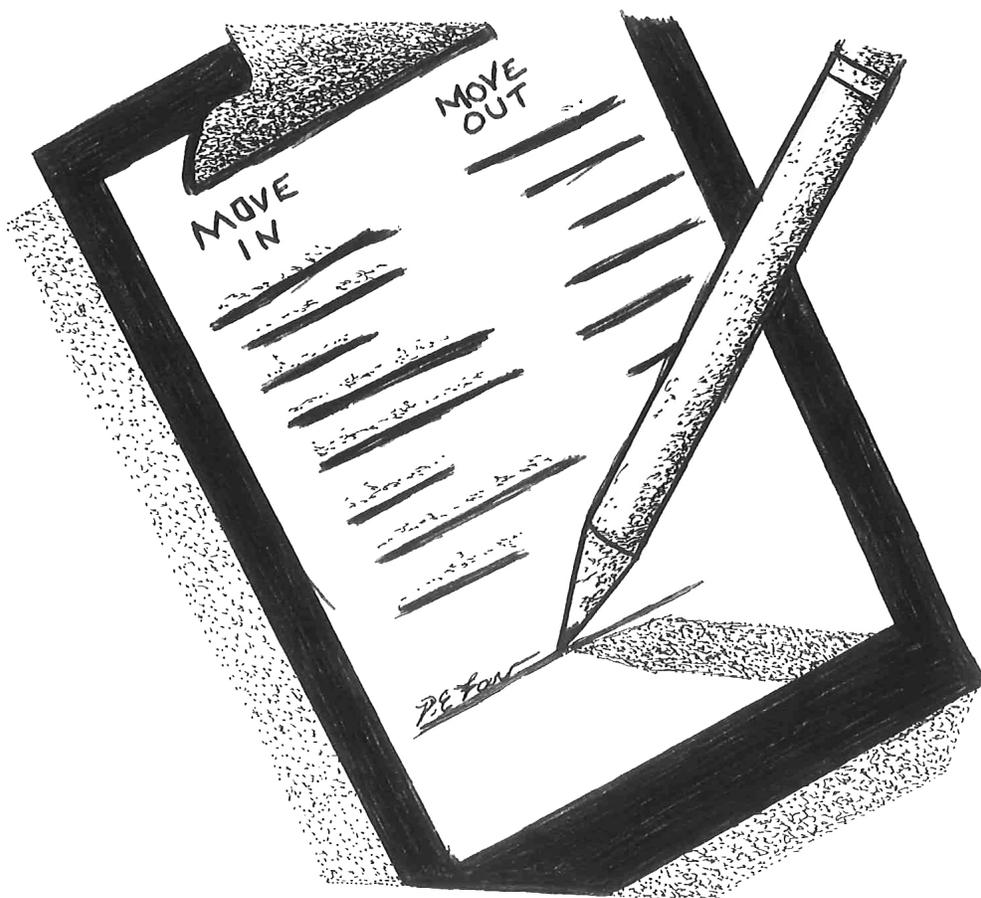
TIPS FOR RENTERS

If the owner will not do a walk through or write things down:

- Take pictures before you move in!
- Make a list of all damages and things that need to be fixed, make a copy of it and send it to the owner asking that all items be repaired.
- Be sure to put a date on the letter.
- Keep your copy in a safe place
- Be careful moving furniture. If you scratch walls or floors the owner may hold you liable for the damage.

TIPS FOR OWNERS

- Perform a walkthrough at move-in time to document the condition of the unit.
- Require that the renter sign off on the move-in sheet confirming condition.
- Take pictures or video to further document the condition at move-in.
- If you and the renter agree that repairs are needed, follow through on the repairs (you can even have the renter sign-off confirming that repairs have been completed).



SECURITY DEPOSITS

The common belief that an owner can't ask for first month's rent, last month's rent and a security deposit has been a long held myth. In reality this has never been accurate. It is a City Ordinance specific to Burlington and Barre Cities only. Elsewhere in the state, there is no limit on deposits.

- Burlington Ordinances also allow for an owner to collect no more than one half a month's rent as a pet deposit in addition to the security deposit.
- Burlington Ordinances also require an owner to hold deposits in an interest bearing account. The interest is paid to the renter when the deposit is returned.
- Any money put up front to secure a tenancy is called a "deposit". This includes security, damage, cleaning, pet deposits or last month's rent.
- Owners cannot charge a pet deposit for an Assistance Animal required as a Reasonable Accommodation for a tenant with a disability.
- There is no such thing as a "non-refundable" deposit.
- Renters cannot use a deposit as last month's rent.
- Deposits can be deducted from for – unpaid rent, unpaid utility bills, cost of removing and disposal of tenant's personal property, damages and cleaning.
- Deposits cannot be kept as a "penalty" for breaking a lease.
Deposits can be held toward rent under a lease agreement if the renter leaves early and the owner has not been able to re-rent the unit.

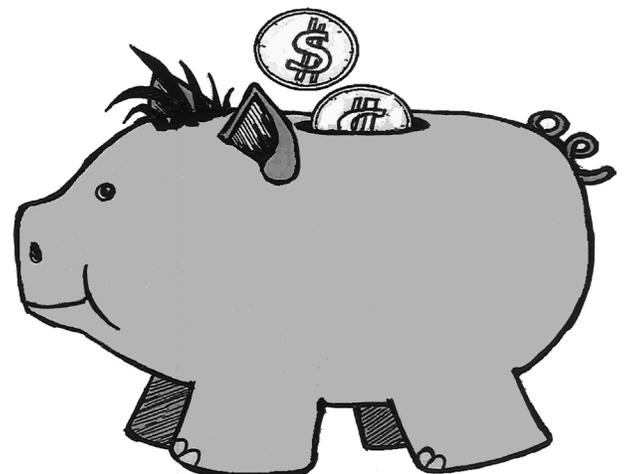
TIPS FOR RENTERS

During your tenancy:

- Vermont statute – *9 V.S.A. chapter 137 §4451(5)* says that renters can be held responsible for:
"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."
- Report repair needs promptly.
- Don't make alterations without the landlord's written permission.
- Treat the property with respect.
- Give proper notice before moving out. There is a sample notice in the "Tools" section of this Guidebook.
- If you break your lease by moving out before the lease is over, you may be liable to the owner for rent unless and until the owner can re-rent the unit.

TIPS FOR OWNERS

- Make sure you collect any deposits and rents before the renters move in.
- Deducting for damage to the unit when the renters vacate is much easier when you have documented the condition at move-in time.



INSURANCE FOR BOTH PARTIES

DAMAGE TO A RENTER'S PROPERTY

Damage to a renter's personal property is generally not the owner's responsibility unless the damage was caused by neglect on the owner's part. If your apartment becomes unlivable due to a fire, burst pipes, etc., renter's insurance will cover your "additional living expenses." Generally, that means paying for you to live somewhere else, such as another apartment that is in a similar price range as your original place.

Policies usually cover losses to your personal property from 17 types of peril, including: *fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, vandalism or malicious mischief, theft, damage by glass or safety-glazing material that is part of a building, volcanic eruption, falling objects, weight of ice, snow, or sleet, water-related damage from home utilities, and electrical surge damage.*

You may notice, however, that floods and earthquakes aren't on the list. If you live in an area prone to those, you'll need to buy a separate policy or a rider on your renter's policy. In some coastal regions, where hurricanes can cause mass destruction, you may also need to buy a separate rider to cover you from windstorm damage.

TIPS FOR RENTERS

- It is highly recommended that all renters purchase renter's insurance.
- If there is a problem with the property that is not being addressed and may jeopardize your property, send a written request to the owner asking that the problem be addressed. Keep a copy.
- Seasonal problems such as ice buildup overhanging parking areas are generally not considered neglect. Look up before you park! Maintain appropriate vehicle insurance.
- If damage to your property is caused by another renter, it is not the owner's responsibility.
- See page 71 in the Tools section for more information about Renter's Insurance.

TIPS FOR OWNERS

- Your property should have adequate premises and liability insurance coverage.
- Work with your agent to ensure that you have enough value to cover the replacement cost of the building.
- Being underinsured could cause the insurance company to assess a financial penalty when a claim is made.
- See page 70 for more information about insuring rental properties.

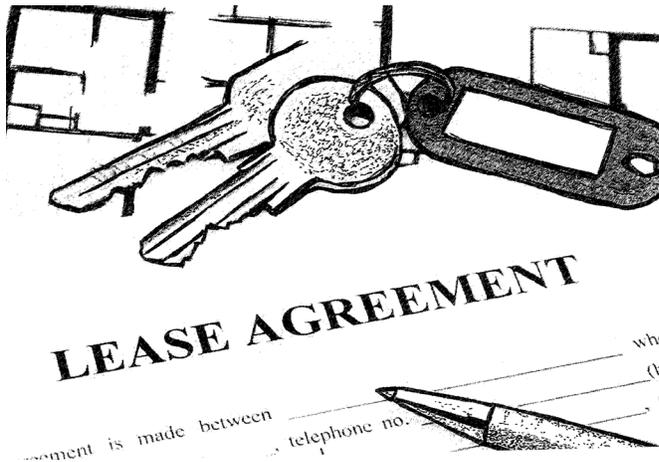


SECTION 2: RENTAL AGREEMENTS

Renting is a legal relationship between a “Lessor” (owner) and a “Lessee” (renter). In Vermont, both parties’ rights and responsibilities are protected by law, even if there is no written lease.

Vermont Law uses the term “Rental Agreement”, which is defined as “all agreements, written or oral, embodying terms and conditions, concerning the use and occupancy of a dwelling unit and premises.”
9 V.S.A. §4451

Additionally, VT laws make it clear that no written rental agreement (lease) can include language that circumvents these laws. Any such clauses are considered unenforceable even if the agreement is signed by both parties. An unenforceable clause does not invalidate the entire lease. Similarly, one party breaking a clause in the lease does not invalidate the entire lease.
9 V.S.A. §4454.



USING A WRITTEN LEASE

It is always best for rental agreements to be in writing. It prevents misunderstandings later. Both parties should have a clear understanding of what the lease terms mean.

WHEN PROBLEMS OCCUR

The rental agreement outlines expectations of both parties. *The following pages contain tips for both parties entering into a written lease agreement.*

TIPS FOR RENTERS

- Never sign a lease until you have read and understand all of it.
- You can get a lease reviewed by contacting Vermont Tenants.
- A lease becomes legal when you sign it, NOT at move in date.
- Be certain before you sign!
- Keep your copy in a safe, accessible place.
- If the owner does not give you a copy, request it in writing and keep a copy of the letter.

TIPS FOR OWNERS

- Using a generic lease from the internet or a store is not always in your best interest. Lease clauses must match the laws of the state your rental is in.
- You can get the lease you are using reviewed by Vermont Apartment Owners Association, LLC.
- A lease becomes legal when you sign it, NOT at move in date.
- Give your renter a copy of the lease.
- Do not have more than one original lease agreement.

LATE FEES AND PENALTY FEES

TIPS FOR RENTERS

- If you are charged a late fee you may request documentation from the owner that the fee is related to costs imposed on them as a result of you paying the rent late.
- If the owner cannot supply such documentation, you may not have to pay the fee.
- There is a form letter for this purpose in the “Tools” section of this Guidebook.

TIPS FOR OWNERS

- You can charge a late fee if the renter does not pay rent on time if:
 - The late fee is reasonably related to your cost of collection. This means that the fee needs to have some relation to the costs imposed on you if the renter does not pay their rent on time and/or be related to the time you spend following up with the renter.
- A late fee that is a flat fee in the range of \$20-\$25 is usually acceptable.
- A per-day late fee is not allowed.
- Consider an early payment discount instead of a late fee. An early payment discount is a reward to the renter for paying their rent before it is actually due (as opposed to a penalty for paying late).

LEASES MAKING THE RENTER RESPONSIBLE FOR REPAIRS

TIPS FOR RENTERS

- Renters should never make repairs not authorized in writing by the owner.
- Neither renters nor owners should make repairs that require a licensed technician.
- A clause in a rental agreement that makes the renter responsible for repairs is not enforceable.

TIPS FOR OWNERS

- Owners are responsible for making repairs at a rental property.
- If the item being repaired was damaged by the renter or their guests, you can seek compensation from the renter.
- Owners should control who makes repairs at the property and how those repairs are made.

LEASES RESTRICTING GUESTS

TIPS FOR RENTERS

- Owners may not interfere with a renter's right to have guests of their choosing.
- Owners may not issue a no trespass notice against a tenant's guest.
- If a person staying with you has their own permanent residence, they are a guest.
- In situations where your guest uses your unit rather than their own as a primary residence they may be considered to be living with you.
- If they do not have their own permanent residence, they are living with you.
- If you let someone move in with you it can be very difficult to get them to leave. You may need to pursue a legal eviction process.
- You may also jeopardize your status as a renter. Letting someone not included in the rental agreement with the owner live with you is grounds for termination of your tenancy.

TIPS FOR OWNERS

- Owners cannot restrict a renter's ability to have guests; however, renters are responsible for their guests' behavior.
- Crafting a reasonable and enforceable guest policy can be difficult.
- A policy that requires a renter to notify the owner of all guests will usually be unenforceable.



LEASE TERMINATION CLAUSES

TIPS FOR RENTERS

- You are committed to the time frame outlined in the written lease.
- Consequences of moving before end of lease:
- The owner may hold you financially responsible for rent (and utilities, if they are the renter's responsibility) until the end of the lease or until the owner finds a new tenant.
 - You may also be held responsible for costs associated with the re-renting of the unit.
 - A lease clause that states that the owner may remove you without a legal court process is unenforceable.

TIPS FOR OWNERS

- If you want a renter to move, you need to send them a termination notice - even at the end of the lease term.
- Without an actual termination notice, you cannot start a court action against the occupants - even if your lease says they have to move at the end of the lease term.
- If your renter moves out before the end of the lease term, you can hold them financially responsible to pay rent, utilities (if the lease says the renter pays them) and reasonable costs associated with re-renting the unit.
- Make sure you outline in your lease anything that would allow you or the renter to terminate the lease early, such as the sale of the building.

SECTION 3: LEGAL PROTECTIONS

The renting relationship is governed by laws and they apply to everyone in Vermont. Most, but not all, of both the Owner's and the Renter's rights and responsibilities are covered by *Title 9 V.S.A. (Vermont Statutes Annotated) Chapter 137.*

THE FULL TEXT OF THE STATUTES CAN BE FOUND ON PAGE 81 OF THIS GUIDE.

That doesn't mean that an answer to every situation can be found in that section of the statutes. Common Law, Ejectment Statutes, Criminal Statutes, Fair Housing Law and even Case Law play a part in renting. Not all answers are in black and white. There are many grey areas and many myths. Seeking professional help is always a best practice.



FAIR HOUSING LAW

THE TIME IS ALWAYS RIGHT
TO DO WHAT IS RIGHT
MLK



WHAT IS FAIR HOUSING?

- Fair Housing is a person's right to choose where he or she lives and the right to rent or buy a dwelling free from discrimination.
- Fair Housing is the right to equal opportunity in housing.

SOME COMMONLY USED TERMS:

- **“Protected Class”** – categories of people that Fair Housing law applies to.
- **“Familial Status”** – The presence of minor children.
- **“Steering”** – Directing or not permitting a member of a protected class access to all available rentals
Example - suggesting to a person on crutches/in a wheelchair that a first floor apartment may be more appealing to them than the second floor unit they requested to view.
- **“Disparate Impact”** - Neutral rule that has a greater effect on members of a protected class.

THE 12 PROTECTED CLASSES

FEDERAL PROTECTIONS

Race	Familial Status
Color	Disability
Religion	Gender
National Origin	

ADDITIONAL VERMONT PROTECTIONS

Age (18+)
Marital Status (married or unmarried)
Sexual Orientation
Receipt of Public Assistance
Gender Identity

TIPS FOR OWNERS

- An owner has the right to establish and enforce legitimate business practices necessary to protect and manage the rental property, such as requiring references or refusing to rent to people who do not have enough income to pay the rent.
- Owners may also refuse to rent to people with a history of objectionable behavior in prior rentals, such as disturbing other residents, damaging property or not paying rent.
- Owners may not, however, use legitimate business practices as an excuse for discrimination.
- It is against the law for an owner to ask a renter or prospective renter if he or she has a disability. However, if a renter with a disability requests a reasonable accommodation, the owner has the right to ask for proof of the disability and the need for the requested accommodation. An owner may not ask what the disability is.



HOUSING DISCRIMINATION IS ANY OF THE FOLLOWING ACTIVITIES BASED ON MEMBERSHIP IN A PROTECTED CLASS:

- Refusal to rent, sell or finance housing.
- Setting different terms, conditions or privileges or providing different housing services or facilities.
- To make, print or publish any notice, statement or advertisement that indicates any preference, limitation or discrimination.
- To make false representation regarding availability for sale, inspection or rental.
- Denying anyone access to a facility or service related to sale or rental of housing (MLS, real estate brokers organization, etc.)
- Coercing, intimidating, threatening or interfering with any person in housing or for filing or supporting a discrimination charge.

Vermont Statutes Annotated, Title 9, Chapter 139

IS THE PROPERTY COVERED?

- Race, color and national origin are covered in all instances, **even owner occupied buildings.**
- All properties covered, no exemptions.
- Fair housing law is applicable to residential dwellings and not commercial properties such as retail stores and offices. Commercial properties are covered under public accommodations law.

Vermont law provides very limited exemptions to other areas of fair housing law.

- Houses with three or fewer apartments are not covered, but only if the owner or a member of the owner's immediate family lives in one of the apartments, **except as outlined directly above.** This does not apply to advertising requirements, where there are no exemptions.
- Refusing to rent to a potential tenant under the age of 18 is acceptable.
- Religious preference given to tenants of the same religion as that of the religious association which provides or rents rooms for no profit is acceptable.
- Rental units for the elderly which discriminate against families with children, if the housing is occupied only by people over 62 years of age, or if at least one person over the age of 55 resides in each rental unit and the housing complex either provides significant facilities and services or important housing opportunities for the elderly are acceptable.
- Renting units which would be too small for the family desiring to live there, based on applicable occupancy standards, is illegal.

FAMILIAL STATUS DISCRIMINATION

- Housing cannot be denied and different rules or terms cannot be applied due to the presence of minor children.
- Families cannot be steered away from (or towards) certain units or properties.
- Rules should be applied consistently to all tenants and not single out families with children.
- Reasonable occupancy standards are allowed.

What is considered a reasonable occupancy standard?

- As a general rule, occupancy standards limiting tenants to two people per bedroom or approved sleeping area (Rooms within a unit that are used for sleeping must comply with Fire Safety requirements), or following Municipal Occupancy Limits or a permit for the property that limits occupancy do not violate fair housing law.
- Rules that limit the number of children per unit instead of the number of people per unit are discriminatory.
- In reviewing occupancy cases, HUD and the Vermont Human rights Commission consider the size and number of bedrooms and other special circumstances.



TIPS FOR OWNERS

- It is the parents' decision if they want children (including opposite sex children) to share a bedroom.
- Rules related to noise must bar everyone from making unnecessary loud noises, not just children.
- Create rules that apply to everyone.
- Offer services or privileges that apply to everyone, including children.
- Advertise or describe the unit as it is, rather than who would be a good applicant. Avoid phrases such as: "ideal for singles" or "great place for couples" as these can be interpreted as attempting to exclude children.

DISABILITY DISCRIMINATION

DEFINING DISABILITY

A person is considered to have a disability if any of four criteria apply:

- Physical or mental impairment that substantially limits one or more life functions.
- A record of having such an impairment.
- Someone who is considered by others to have such an impairment.
- Record of having a substantial impairment - E.g. receipt of SSI, SSDI, etc.

“Physical or mental impairment”
a condition or disease that affects the mind or the body.

“That substantially limits”
for a long period of time or to a great degree.

“One or more major life functions”
walking, talking, breathing, seeing, hearing, self-care, paying bills, etc.

*-Vermont Statutes Annotated,
Title 9, Chapter 139*

LIVE-IN AIDS FOR PEOPLE WITH DISABILITIES

- A person with a disability has the right to request a live-in assistance aide.
- The income and assets of the live-in aid are not counted against income guidelines for public housing assistance.



REASONABLE MODIFICATIONS FOR OCCUPANTS WITH DISABILITIES

WHAT IS A REASONABLE MODIFICATION?

- A physical change to a rental unit or building that allows disabled occupants the same use and enjoyment as a non-disabled person.
- Modifications in private rentals are usually paid for by the occupant.
- Modifications in publically subsidized housing are usually paid for by the owner.
- The occupant may be required to restore the unit to its original condition at move out if the owner requests it.

EXAMPLES OF REASONABLE MODIFICATIONS:

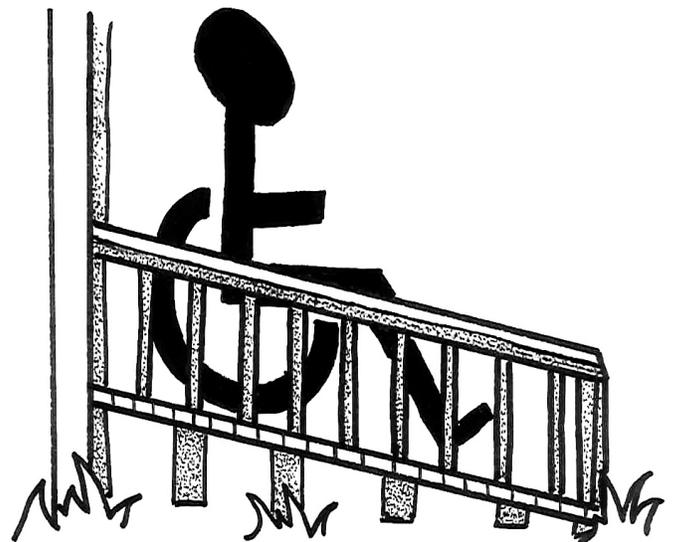
- Widening doorways to make rooms more accessible.
- Installing grab bars in bathrooms.
- Lowering kitchen cabinets to a height suitable for a person in a wheelchair.
- Installing a wheelchair ramp on the exterior of a building.
- Smoke and carbon monoxide detector that flashes.

REQUESTING A REASONABLE MODIFICATION

Under Fair Housing Law, an owner cannot require a renter to use a specific form or even require that the request be in writing. However, Vermont Tenants highly recommends that all requests be done in writing for documentation purposes. Renters can get assistance with requests by contacting CVOEO's Fair Housing Project or other resources listed in the back of this book. There are also sample form letters on pages 56-59 in the "Tools" section of this Guidebook.

TIPS FOR OWNERS

- You may request that the occupant provide a reasonable description of the proposed modification.
- You may request that the occupant have the work performed in a workmanlike manner.
- You may request that the occupant secure all applicable permits prior to starting the modification.
- Do not require the occupant to pay an extra deposit.
- Reasonable modification and accommodation requests are very fact specific and may require a case-by-case analysis.
- Reasonable modification and accommodation requests should be discussed with your attorney if you are unsure whether or not you should grant one.



REASONABLE ACCOMMODATIONS FOR OCCUPANTS WITH DISABILITIES

WHAT IS A REASONABLE ACCOMMODATION? A change to a rule, policy or practice that allows a disabled occupant equal opportunity to use and enjoy a dwelling unit.

WHAT DOES “REASONABLE” MEAN?

- “Seems reasonable on its face” or if the request appears to be feasible or plausible
- If the request creates a fundamental alteration in the business of the owner or is unduly financially burdensome (Undue Hardship), the request may not have to be granted.

WHAT DOES “UNDUE HARDSHIP” MEAN?

- The request would create significant difficulty or expense to the owner.
- If the request creates a fundamental alteration in the business of the owner or is unduly financially burdensome (Undue Hardship), the request may not have to be granted.
- Undue hardship refers not only to financial difficulty, but also to requests that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature or operation of the business.

EXAMPLES OF REASONABLE ACCOMMODATION

- Occupant with a physical, mental, or emotional disability request a modification of a “No Pets” policy so that they may have an assistance animal that helps alleviate their disability (no special training is required)
- Occupant with a mobility impairment requests an assigned parking or a relocation of an existing assigned space near their entrance door, even if the property does not have assigned parking spaces.
- Occupant with an aide requests an extra set of keys to easily allow access to their unit.

REQUESTING A REASONABLE ACCOMMODATION

Under Fair Housing Law, an owner cannot require a renter to use a specific form or even require that the request be in writing. However, Vermont Tenants highly recommends that all requests be done in writing for documentation purposes. Renters can get assistance with requests by contacting CVOEO’s Fair Housing Project or other resources listed in the back of this book. There are also sample form letters on pages 56-59 in the “Tools” section of this Guidebook.

TIPS FOR OWNERS

- Respond to all requests in a timely manner.
- Questions you may **not** ask:
 - What kind of disability the occupant has
 - Questions that would require disclosure of medical history
 - Whether the person can live independently
- Questions you may ask:
 - Verification that the occupant has a disability, but only if the disability is not obvious.
 - The modification or accommodation that the occupant is requesting.
 - What the connection is between the disability and the specific modification or accommodation.
- You can create a form and process for handling reasonable modification/accommodation requests, but cannot require that the occupant use the form to make a request.

TIPS FOR RENTERS

- Get a note from your doctor or qualified professional verifying that you are a person with a disability and that you require the accommodation or modification because of the disability.
- Use the terms “Reasonable Accommodation” or “Reasonable Modification” in your request.
- If the owner refuses to comply with your request, you can contact The Fair Housing Project or other resources listed in the back of this Guidebook for assistance.

ADVERTISING & FAIR HOUSING LAW

WHAT VERMONT LAW STATES:

“It shall be unlawful for any person ... to make, print or publish, or cause to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling or other real estate that indicates any preference, limitation or discrimination based on race, sex, sexual orientation, age, marital status, religious creed, color, national origin or handicap of a person, or because a person intends to occupy a dwelling with one or more minor children, or because a person is a recipient of public assistance.”

- When placing advertisements or denying an applicant a landlord cannot use discriminatory words or statements.
- Example of Discriminatory Words:
 - Christian home
 - Mature persons
 - Not handicap accessible
 - Ideal for single person
 - No pets, no exceptions
 - Section 8 not allowed

PERMISSIBLE TENANT SCREENING CRITERIA:

- Demonstrated ability to pay rent on time
- Landlord and/or personal references
- Credit checks, including minimum credit score requirements
- Criminal History
- An applicant may request an opportunity to explain any negative circumstances.
- A request for a reasonable accommodation by an applicant cannot be a basis to refuse to rent.

TIPS FOR OWNERS

- Describe the unit, not the type of occupant you are seeking.
- Remember that you cannot deny a unit to someone in a protected class unless there is some other, legitimate reason such as poor credit history, that they aren't a good fit for the unit, or if the unit has already been rented.
- Review all advertising that others are placing on your behalf - if a current occupant is advertising for a subletter or roommate, the owner could be held liable for discriminatory statements used.

TIPS FOR RENTERS WHO THINK THEY ARE EXPERIENCING DISCRIMINATION

- The difference between **Discrimination** and **Illegal Discrimination**
 - Refusing to rent to you because you have tattoos or piercings or a criminal history may be discrimination, but it is not Illegal Discrimination because none of these are considered a “protected class”.
 - Refusing to rent to you because you have bad credit or poor references, even if you are disabled, is not considered Illegal Discrimination.
 - Setting different rules or policies because of your behavior is not considered discriminatory as long as the behavior is not part of the disability.

ILLEGAL RETALIATION

WHAT VERMONT LAW STATES:

It is illegal for an owner to retaliate against a renter who has requested either a modification or accommodation or complained about violations of their rights under Fair Housing law.

Additionally, an owner of a residential dwelling unit may not retaliate by establishing or changing terms of a rental agreement, increasing the rent or by bringing or threatening to bring an action against a renter who:

- Has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health regulation of a violation applicable to the premises materially affecting health and safety;
- Has complained to the landlord of a violation of Vermont's Residential Rental Agreements Laws or Fair Housing Law; or
- Has organized or become a member of a tenant's union or similar organization.

If a landlord acts in violation of this section, the tenant is entitled to recover damages and reasonable attorney's fees and has a defense in any retaliatory action for possession.

If a landlord serves notice of termination of tenancy on any grounds other than for nonpayment of rent within 90 days after notice by any municipal or State governmental entity that the premises are not in compliance with applicable health or safety regulations, there is a rebuttable presumption (the court will assume that the eviction is in retaliation but the owner can attempt to prove it is for other, legitimate reasons) that any termination by the landlord is in retaliation for the tenant having reported the noncompliance.

9 V.S.A. Chapter 137 §4465

TIPS FOR OWNERS

- If the renter makes a complaint about the condition of the rental, inspect the unit and make any necessary repairs. Don't ignore your occupant's complaints.
- Do not give your renter a termination notice right after the tenant makes a complaint to you. If the tenant is legitimately withholding rent, seek legal advice.

TIPS FOR RENTERS

- Not all forms of retaliation are considered illegal.
- Under Vermont law, owners are not required to set equal rents for equal housing, (except in Mobile Home Parks), allow all tenants the same privileges, or even treat them all in the same manner.
- "Landlord" is not a regulated profession; they are not bound by confidentiality or ethics laws.
- If you are concerned that you are being illegally retaliated against, contact Vermont Tenants for clarification and help with the situation.

PRIVACY RIGHTS AND ACCESS

HERE'S HOW AN OWNER MAY GAIN ACCESS TO A RENTER'S UNIT WHILE RESPECTING THEIR RIGHT TO PRIVACY :

HOW

- With the renter's consent which shall not be unreasonably withheld.
- After giving the renter at least a 48 hour notice for entry between the hours of 9 a.m. and 9 p.m.
- In an emergency situation.

WHY

- To inspect the premises.
- To make alterations or repairs.
- To provide agreed upon services.
- To show the unit to prospective renters or purchasers.
- To prevent any damages in an emergency situation.

TIPS FOR OWNERS

- Entering a renter's unit without following the law is "Unlawful Trespass", a criminal offense.
- Notice to the renter for access does not have to be written (it is recommended, but not required). A phone call, text message, or a note left on the door is sufficient.
- If you have given proper notice, you may enter the unit even if the renter is not home.

TIPS FOR RENTERS

- Renters may not "unreasonably" withhold giving an owner permission to enter.
- If the owner is entering your unit without notice begin by notifying them of the law. There is a form letter for this purpose in the "Tools" section in this Guidebook.
- If the owner continues to enter, you may call the police.
- In extreme situations, it is possible to issue a Trespass Notice against the owner. Call Vermont Tenants for assistance before attempting this.



RENT INCREASES

An increase in rent shall take effect on the first day of the rental period following no less than 60 days written notice to the renter.

Example:

- A renter pays their rent on the first of each month. First to first is the Rental Period.
- The owner gives the renter written notice of a rent increase on June 10th. No less than two “Full Rental Periods” means the increase goes into effect on September 1st.
- The notice cannot be for less than 60 days if the renter pays weekly or twice a month.
- Burlington city ordinances require a 3 rental period notice.
- There is no limit on how much an increase can be unless a limit is set out in the lease.

TIPS FOR OWNERS

- Rent Increases usually cannot occur during a lease term, so you may need to plan ahead.
- The renter does not have to consent to the rent increase. As long as you provided proper, written notice of the increase, it is effective.
- A lease addendum, where the renters signs, is recommended for lease extensions and rent increases so everyone is clear about what the requirements are.

TIPS FOR RENTERS

- If the owner does not give you notice in writing or enough of a notice period, respond in writing. There is a form letter for this purpose in the “Tools” section of this Guidebook.
- The length of the notice period is designed for the renter to give adequate notice that they intend to move out rather than pay the increase.

SECTION 4: HOUSING CODES

THE WARRANTY OF HABITABILITY

The right to safe housing is firmly grounded in a section of Vermont law called the **Warranty of Habitability**. The warranty requires the owner to provide and maintain premises that are safe, clean and fit for human habitation and in compliance with applicable housing codes. Any problems affecting health or safety in a rental unit is generally a violation of this warranty.

The warranty of habitability is implied in the rental agreement between an owner and the renters, whether oral or written, and protection under this warranty cannot be denied the renter by any written or oral agreement. Whether or not the renter was aware of an existing defect when moving into the apartment, it is the responsibility of the owner to correct the problem.

Simply put, this means that a written lease cannot be used to put responsibility for repairs onto the renter and all residential rentals must be in compliance with Health and Safety Codes.

CODES THAT APPLY:

- Rental Housing Health Code
- Vermont Fire Safety Code
- Wastewater/Water Supply Regulations
- Local Ordinances

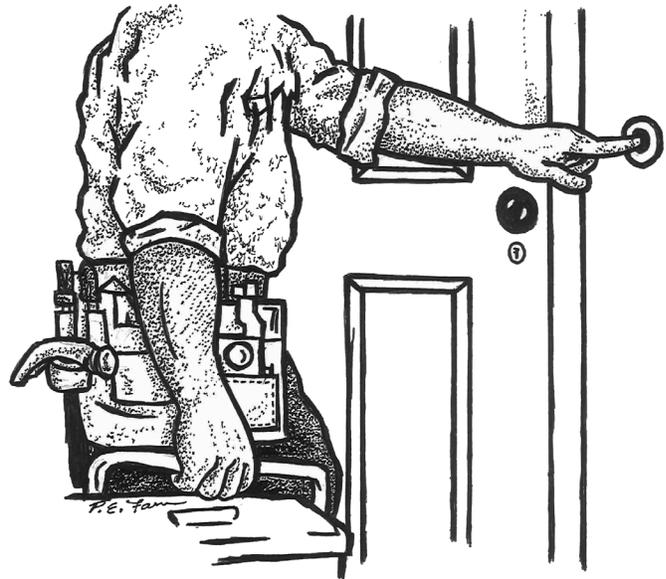
GENERAL RESPONSIBILITIES

OWNERS

No owner shall let to another for occupancy any dwelling, dwelling unit, rooming house, rooming unit or mobile home lot which does not comply with the requirements of this code. It shall be the responsibility of the owner to maintain all premises in compliance with this code. The Vermont Supreme Court has found that Landlords violate the Consumer Protection statute (*9 V.S.A., Chapter 63*) if they knowingly rent a property that is out of compliance.

RENTERS

The tenant shall not create or contribute to the noncompliance of the dwelling unit with applicable provisions of building, housing, and health regulations. *V.S.A. 9, 4456(a)*



REQUIREMENTS FOR COMPLIANCE

KITCHEN FACILITIES:

- Space to store, prepare and serve food.
- Kitchen Sink.
- Non-Absorbent Counters and floor.

BATHROOM FACILITIES:

- Toilet.
- Sink.
- Tub or Shower.
- Non-absorbent floor.
- Ventilation fan or window.

WATER SUPPLY/WASTEWATER DISPOSAL:

- Sufficient hot and cold water supply.
- Hot water temp between 100°F and 120°F.
- Water clean and safe for drinking.
- Septic or sewage system functioning properly.
- Plumbing in good working order.

GARBAGE, RUBBISH AND SANITARY CONDITIONS:

- Durable, cleanable, watertight trash receptacles with properly-fitting covers provided by landlord.
- Common areas cleaning provided by landlord.
- If tenant pays for trash removal the landlord must ensure that trash is actually removed weekly.
- If the building is in Burlington and there is more than one unit, the landlord must pay for trash removal.

HEATING:

- Heating facilities in good working order and inspected within past 2 years. (unit must have current tag)
- Heating facilities properly vented to the outside.
- Heating facilities capable of keeping all rooms above 65°F without over-heating the room that the heating unit is in.
- If landlord pays for heat, it must be made available any time of year the outside temp is below 55°F.

NATURAL AND MECHANICAL VENTILATION:

- Every habitable room has at least one window or door, in good working order that can be opened for fresh air.
- Window screens provided and in good repair.
- All hallways and stairways in common areas adequately ventilated.
- Bathroom fan, air vent or window venting directly to outside.
- Clothes dryer vented to outside.

LIGHTING AND ELECTRICITY:

- Every habitable room, except Kitchen, has at least two working outlets or one outlet and one light fixture.
- Kitchen has at least two working outlets and one light fixture.
- Outlets near water sources GFCI type.
- Building entrances and common areas adequately lighted.
- All electrical systems in good repair.
- Electrical work done by licensed electrician.

INSECTS AND RODENTS: WHO'S RESPONSIBLE?

OWNER RESPONSIBLE

- Common spaces free from animal (including insect) infestation.
- Building structurally sound so animals don't get in.
- Infestation in more than one unit

If an exterminator can determine unit of origin, tenant can be held financially responsible.

RENTER RESPONSIBLE

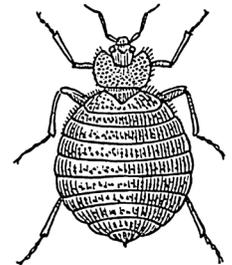
- Infestation in only their unit
- Infestation in single family home (unless pre-existing at move in)

A WORD ON BED BUGS

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Bed bugs bite - but do not transmit disease. Bed bugs painlessly feed on their host, injecting a tiny amount of saliva in the process, which can result in mild to severe allergic reactions.

Because they do not carry or transmit disease, they are not covered under VT law as a reason to withhold rent

Bedbugs have become increasingly common since the banning of hazardous pesticides such as DDT. They are not the product of poor hygiene or bad housekeeping. They can happen to anyone, anywhere. They are however, a Rental Housing Health Code violation just like any other pest. Renters have a legal responsibility to not introduce them into the rental unit as well as a responsibility to participate in the extermination process. Just extermination will not solve the infestation, there are multiple actions required to eliminate bed bugs from a dwelling that require cooperation from the renter.



A RENTER'S RESPONSIBILITIES DURING BED BUG EXTERMINATION

Follow all instructions given by the Extermination Company contracted by the owner to do the work. This will include tasks such as:

- Clean and organize living area
- Reduce clutter
- Bag and remove bedding and clothes
- Use HOT dryer for 30 minutes for plush toys, shoes, coats, curtains, backpacks, etc.
- Isolate clean items until bed bugs are gone
- Consider getting mattress and pillow covers
- Scrub mattress seams with stiff brush
- Vacuum mattresses, bed frames, furniture, floors, and carpets - especially around bed and furniture posts
- Put vacuum cleaner bag in a sealed plastic bag immediately after vacuuming
- Dispose of sealed bag in outside container
- Clean linens, curtains, rugs, carpets, and clothes
- Wash and dry bedding and clothes on the hottest settings

It is not necessary to throw out furniture and mattresses. They should be treated as part of the extermination work.

AVOIDING GETTING AND SPREADING BED BUGS

- Inspect luggage after traveling.
- Wash donated clothing on hottest setting before wearing.
- Do not pick up discarded items on the street.
- Inspect any used furniture or other purchases.
- Wrap infested items in plastic before discarding.
- Deface infested items to prevent reuse.
- Label discarded items “infested with bed bugs” to prevent reuse.

BEST PRACTICES FOR RENTERS

- You can be held financially responsible for causing an infestation.
- Do not pick up “Free” furniture or cloth items left by the roadside.
- If you travel, check your accommodations upon arrival and check your suitcases carefully before returning.
- Only buy used items from dealers who “pre-treat” them before sale.
- Report any bed bugs or other insects and rodents to the owner immediately.
- If the owner does not address the problem, contact your Town Health Officer or City Code Enforcement Offices immediately.

BEST PRACTICES FOR OWNERS

Owners have a responsibility to respond promptly when notified of any infestation, including bed bugs and ensure correct extermination procedures are taken.

- Use a professional. Spraying on your own just spreads the problem to other units.

STRUCTURAL ELEMENTS

Structural elements must be maintained in good working order and condition. They should be weather tight, watertight and rodent proof.

Property must also be maintained to be free from the regular or periodic appearance of standing water or excessive moisture which may result in visible mold growth.

- Foundation
- Staircases
- Floors
- Walls
- Ceilings
- Chimneys
- Doors
- Windows
- Roof

UTILITIES

Health Code prohibits owners from turning off required utilities, “except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies.” This applies to essential utilities such as fuel, electric, and water. It does not apply to non-essential utilities.

FIRE SAFETY

All installations of smoke and carbon monoxide detectors must be in accordance with the Fire & Building Safety Code, maintained by the Division of Fire Safety.

OWNER'S RESPONSIBILITIES

- Smoke and Carbon Monoxide Detectors
- Hard wired into electrical system, with battery backup, and functioning properly.
- At least one carbon monoxide (CO) detector on all floors and immediately outside of the sleeping areas.
- As of 11/1/2015, all bedrooms must be provided with smoke detectors that are electrically powered with battery backup.
- If the heating unit is in the basement, then smoke and CO detectors must be mounted near the bottom of the cellar stairway.
- All newly installed smoke detectors must be photoelectric type.
- Renters not owners are required to provide batteries for the detectors, but it is in the best interest of the property owner to ensure they are working properly.

ADDITIONALLY:

- Current fire extinguisher supplied by owner.
- Exits, including doors and sleeping area windows, should be structurally sound and free from obstruction.
- At least one window in all bedrooms and rooms used as sleeping areas must be of sufficient size for egress.
- No internally keyed dead bolts on exterior doors.
- Electrical Systems in compliance with codes.
- Work on Electric and Heating Systems done only by Licensed Technician.
- No flammable or hazardous materials stored in unit or near heating sources.
- Common shared stairways must be fire rated and must not be used for storage of combustible materials.



RENTER'S RESPONSIBILITIES

- Do not keep cloth furniture on porches.
- Keep grills a safe distance away from buildings.
- Test and change batteries in Smoke and CO detectors regularly.
Batteries should be changed twice a year. Changing them when you set your clocks forward or back is a great way to remember.
- Never disconnect a Smoke or CO detector.
- Do not store flammable or hazardous materials in your unit.
- Report any suspected electrical problems promptly.

LEAD PAINT

LEAD POISONING

Lead poisoning is a serious but preventable health problem. Lead can cause permanent damage to children including learning disabilities, behavioral problems, decreased intelligence, and other health problems.

Adults also suffer adverse health effects from lead, including increased blood pressure, cardiovascular disease, anemia, impaired renal function, thyroid dysfunction, and cancer.

LEAD IN HOUSING

Lead paint and dust from lead paint are the major sources of lead exposure in children. Children and adults can be exposed to lead during renovation projects or whenever lead paint is improperly sanded, scraped or burned.

Over time, painted surfaces crumble into dust contaminating homes and soil. This dust or soil clings to toys, hands and objects that children normally put into their mouths, exposing them to lead. Children can also be exposed to lead by eating, chewing or sucking on lead-painted objects such as windowsills or furniture.

THE VERMONT LEAD LAW

The Vermont Lead Law was passed in 1996 and updated in 2008 (18 VSA Chapter 38). The law requires that landlords of older buildings and child care facility owners take steps to help prevent children from being exposed to lead. If a residential rental property or child care facility was built before 1978, the owner of the property or the property management company is required to comply with the Vermont Lead Law. They must:

- Provide renters with an approved pamphlet about lead poisoning prevention
- Post an approved notice asking people to report chipping or damaged paint
- Attend a training program approved by the Department of Health and/or ensure that anyone who performs essential maintenance practices on the property has completed the training program
- Complete essential maintenance practices annually
- Sign a compliance statement certifying that essential maintenance practices have been done and provide a copy to their tenants, insurance carrier and the Department of Health at least every 365 days

LEAD PAINT REQUIREMENTS FOR HOMES BUILT PRIOR TO 1978

All houses built prior to 1978 are presumed to have lead-based paint in or on them. Removal of the lead paint, called “Remediation”, is not required by law. Rather, it is the owner’s responsibility to keep lead paint “stabilized”.

The lead law prohibits the use of unsafe work practices including removing lead-based paint by burning, using a heat gun, water or sand blasting, dry scraping, power sanding, and chemical stripping. These unsafe work practices increase the risk of lead exposure. The law requires the use of safe work practices including limiting access to work areas, using plastic dust barriers, wearing protective clothing, and misting or wetting painted surfaces or debris before disturbing it.

ESSENTIAL MAINTENANCE PRACTICES

ESSENTIAL MAINTENANCE PRACTICES

Essential Maintenance Practices, which must be completed annually, include:

- Inspecting the property inside and outside.
- Identifying areas where paint is in poor condition and promptly fixing it in a lead-safe way.
- Verifying the installation of low-cost inserts in window wells in all wooden windows.
- Removing any visible paint chips on the ground outside the building.
- Performing a specialized cleaning in common areas.
- Taking precautions whenever remodeling to prevent spread of lead dust.

ESSENTIAL MAINTENANCE PRACTICES CLASS

The essential maintenance practices class is offered around the state by trained instructors. It is four hours long and is usually free. A schedule of classes is online at leadsafevermont.org.

The class helps participants to:

- Comply with the Vermont Lead Law.
- Understand the health effects of lead exposure.
- Learn ways to protect children from exposure to lead.
- Know how to perform Essential Maintenance Practices safely.
- Identify work practices that increase the risk of causing lead poisoning.

BENEFITS OF THE LEAD PAINT LAW

PROTECTS CHILDREN. Simple ongoing maintenance practices will prevent children from being exposed to lead

PROTECTS PROPERTY OWNERS. Property owners in compliance with the law receive increased liability protection.

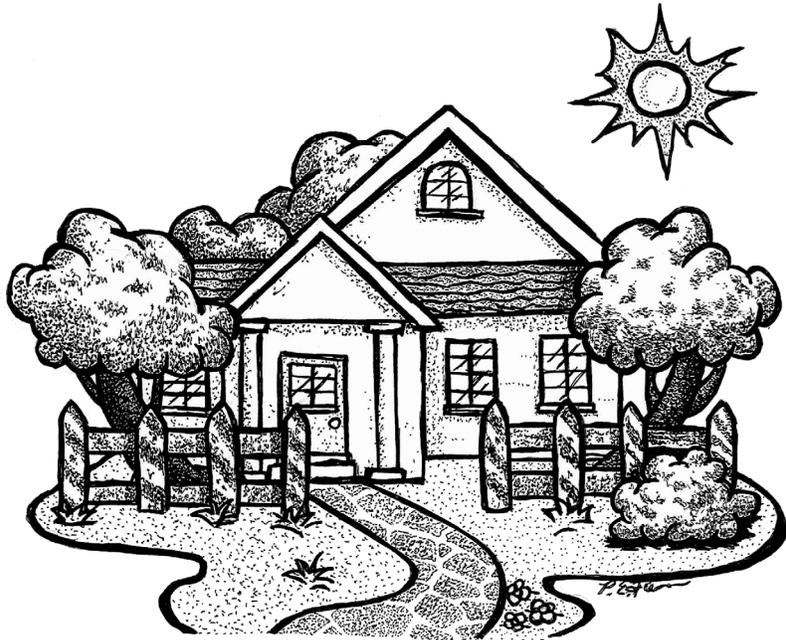
PROTECTS WORKERS. The lead law prohibits the use of unsafe work practices which will reduce worker exposure to lead.

SAVES MONEY. By reducing children's exposure to lead, property owners may avoid the high cost of abatement that could be required in the case of children in the unit showing high levels of lead in their blood.

KEEPING THE PROPERTY IN GOOD SHAPE

WHEN PROBLEMS OCCUR: TIPS FOR OWNERS

- Respond to maintenance requests promptly.
- Conduct routine inspections of the unit and premises.
- Comply with all repair requests or orders issued by a state or local official.
- Intentional damage may be considered as vandalism in some instances.
- Health and Fire Safety inspectors are available to owners too.



IF THE RENTER IS RESPONSIBLE FOR PAYING ESSENTIAL UTILITIES AND THEY ARE NOT BEING PROVIDED

If the rental agreement requires the renter to pay for any of the essential utilities (HEAT, ELECTRIC, WATER, WASTE WATER DISPOSAL) and they have been turned off for nonpayment, your options include:

- The renters have caused Health Code and/or Fire Safety violations. Code Enforcement Inspectors, Town Health Officers and Fire Safety Inspectors are available to assist you too!
- The renters have violated the rental agreement. You may give notice to vacate as required by law.
- You may have the utility transferred to your name to prevent damages (this is an option, it is NOT required by law).
- If the renters have caused heat to be turned off in the winter months and there is imminent risk to your property from bursting pipes, you **MAY** have legal justification for turning off the water supply and draining the pipes. **Always seek legal advice before taking this step as turning off essential utilities is generally forbidden.**

WHEN PROBLEMS OCCUR: LEGAL TENANT REMEDIES

USING “REPAIR AND DEDUCT” FOR MINOR REPAIRS

- If repairs are not made after initial request, send a written request. **Documentation is important.**
- Consider using Vermont’s “Repair and Deduct”^{*} law for small repairs.
 - Repair and Deduct requires that the renter put the repair request in writing and then allow the owner 30 days to make the repair. There is a form letter for this purpose in the “Tools” section of this Guidebook.
 - After 30 days, the renter may have the repair done or do it themselves and deduct the cost out of the following month’s rent. Renters may not deduct more than one half a month’s rent in any month. Copies of receipts must be provided to the owner.
 - Renters should NOT make repairs that require a licensed technician, such as electrical or heating themselves.
- Repair and Deduct can also be used to bring the owner into compliance with the terms of a written lease. For instance, if the lease states that services such as trash removal, plowing or parking are included, but they are not being provided, the tenant would make their own arrangements, including paying for off-site parking.

**If the repair need is urgent, such as no heat in the winter, or if the repair is too expensive, it is best to use one or more of the options listed below rather than repair and deduct.*

HEALTH AND SAFETY REPAIRS

- Call your local Town Health Officer or Municipal Code Inspector to request a Rental Housing Health Code Inspection. Inspections are done at no cost. Your inspector has the authority to require that any Code Violations be remedied.
- Call the Vermont Department of Public Safety’s Fire Safety Division for fire or electrical safety problems.
- Contact information is in the resources section of this guidebook.

WITHHOLDING OF RENT*

Vermont law allows for only **one** reason to withhold rent – serious health code or life safety violations that affect the **material health and safety** of the tenant and **only** after the tenant has taken these steps:

- The tenant must give the landlord written notice of the problem. It is best to send the notice by certified mail.
- The landlord is then allowed a reasonable period of time to correct the problem.
- The amount of time a landlord has to make the correction depends on what the problem is. (It is not 30 days)

The tenant may also:

- Break their lease with reasonable notice.
- Seek injunctive relief. (get a court order)
- File a civil suit against the landlord.

9 V.S.A. Chapter 137, §4458

***Withholding of rent is a serious step and should not be taken until you have gotten advice from a professional tenant advocate or an attorney. Vermont Tenants speaks to many people every year who have not followed the proper procedure and been evicted as a result. It is essential that the renter put the money aside and have it available in case the landlord begins an eviction process. (See “Rent Escrow Hearings”)**

IF THE OWNER IS RESPONSIBLE FOR PAYING FOR WATER AND THE BILL IS UNPAID

- Begin by contacting your Code Inspector or Town Health Officer.
- If the owner will not comply with the inspector's instructions or if you are unable to get an inspection done, there are still options.
- A law was passed in 2015 giving renters an option to have the water service put in their name if the owner fails to pay the bill and the utility will be shut off. It reads:

The tenant of a rental dwelling noticed for disconnection due to the delinquency of the ratepayer shall have the right to request and pay for continued service from the utility or reconnection of water and sewer service for the rental dwelling, which the utility shall provide. If any water and sewer charges or fees are included in the tenant's rent, the tenant may deduct the cost of any water and sewer service charges or fees paid to the municipality from his or her rent pursuant to 9 V.S.A. § 4459. (Repair and Deduct) Under such circumstances, the utility shall not require the tenant to pay any arrearage greater than one billing cycle.

24 V.S.A. § 5143(c)

* This means the renter can assume responsibility for paying the water, if the water was included in the rent. They can then deduct the cost out of their monthly rent payment. The utility cannot charge the renter for more than one billing cycle of overdue bills.

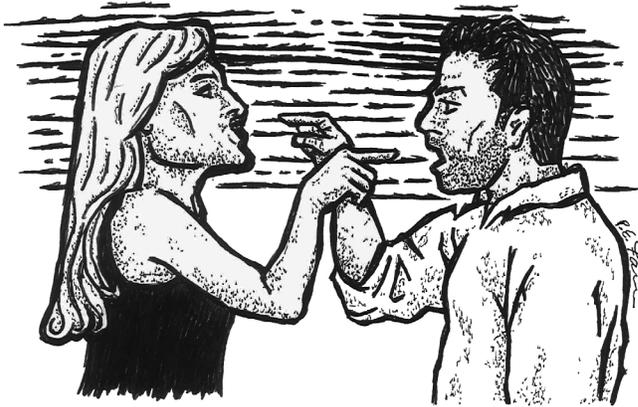
IF THE OWNER IS RESPONSIBLE FOR PAYING ESSENTIAL UTILITIES (HEAT, ELECTRIC, WATER, WASTE WATER DISPOSAL) AND THEY ARE NOT BEING PROVIDED.

- Begin by contacting your Code Inspector or Town Health Office.
- If the owner will not comply with the inspector's instructions or if you are unable to get an inspection done, it may be possible for the renters to file an Emergency Relief Order specific to essential utilities in court. Contact Vermont Tenants or an attorney in such a situation.
- This is the better option in situations where more than one unit uses the utility and there are not separate meters.

*** THE ABOVE TENANT REMEDIES ARE NOT AVAILABLE TO THE RENTERS IF THE PROBLEM WAS EITHER DELIBERATELY OR NEGLIGENTLY CAUSED BY THE OCCUPANTS OR THEIR GUESTS.**

SECTION 5: COMMON PROBLEMS

ISSUES BETWEEN NEIGHBORS



Problems between neighbors can be challenging for all parties. Renters can often feel like the owner isn't doing anything about it and owners can find themselves besieged by complaint calls. In reality, an owner is not always responsible when neighbors cannot get along and their options to resolve problems can be limited.

While renters do have a right to "Peaceable Enjoyment of the Premises" there is a big difference between two renters not getting along and "harassment". Harassment is one sided.

The only option available to the owner may be to terminate the tenancy of one or both of the problem renters. The owner will need to win a "For Cause" eviction suit. This is not always easy and ultimately a judge will decide.

EXAMPLES OF VIOLATIONS OF A RENTER'S RIGHT TO PEACEABLE ENJOYMENT:

- Excessive noise at times designated by your town as "noise curfew hours"
- Harassment while in common areas.
- Violence or threats toward you or your guests.
- Damage to your property.

TIPS FOR OWNERS

- Check references!
- Finding renters that can get along can help avoid this problem.
- Involve current renters in looking for new ones. Provide them with an opportunity to meet prospective occupants.

TIPS FOR RENTERS

- Normal, every day noise is not a violation of your rights.
- Try to resolve problems before involving the owner. "Not getting along with" your neighbor is not necessarily your landlord's problem.
- Don't engage with neighbors that harass you.
- If you are "harassing back" or engaging in fighting with them, you may also be in violation of your rental agreement.
- Report violations listed below to the owner in writing.
- When appropriate, report *serious* violations to the Police. Send a copy of the Police report to the owner.
- Be patient. The owner cannot just throw the offending neighbor out. Eviction takes time.
- Contact Vermont Tenants for help.

LAWN CARE AND SNOW REMOVAL



- Owners are not required to provide lawn care or snow removal unless it is included in the terms of a rental agreement.
- When snow removal is included, it generally means parking areas and driveways, not shoveling to each entrance. Talk to the owner to clarify what they will and will not do.
- If lawn care is not included in the rental agreement it is generally the renter's responsibility.
- If the property is left unkempt to the point that it becomes a public health hazard a Code Inspector or Town Health Officer may require the owner to clean it up. In this instance, if lawn care was the renter's responsibility, the owner may charge the renter for costs incurred.

PARKING

- Owners are not required to provide parking unless it is included in the terms of a rental agreement.
- It is legal for owners to charge renters for a parking space, unless it is designated as "Handicap Parking".
- If parking is included in a written lease and is not being provided, renters can use "Repair and Deduct" to bring the landlord into compliance with the lease.



TV SATELLITE DISHES AND ANTENNAS

While these services are not addressed in Vermont's landlord tenant laws, they are covered by FCC regulations.

An FCC produced Fact Sheet on placement of antennas and dishes can be found on page 69 in the "Tools" section of this Guidebook.



UTILITY DIVERSION

Utility Diversion is the term used to describe a situation where a renter is paying for utility use outside of their unit. This includes common areas, other units, or areas used exclusively by the owner such as out buildings or their own residence or business. If a renter thinks they might be paying for utilities they are not using, they should start by talking to the owner. If the problem cannot be resolved, here are some available options:

OPTIONS AVAILABLE TO RENTERS

- Most licensed Electricians will not set up such a wiring system. If you think the electrical work has been done by a non-licensed person, contact the Vermont Department of Public Safety, Fire Safety Division to have the work checked for safety and compliance with electrical codes. Get a copy of the report.
- Municipalities with their own Code Enforcement Offices can also enforce some fire safety codes.
- If the inspection shows that you are paying for areas outside of your unit, estimate your over payment and send a bill to the owner.
- If the situation cannot be resolved, you can file a suit in small claims court.
- If you suspect you are paying for areas not in your unit, but there is not an electrical code or fire safety violation, that warrants an official inspection, you can hire an electrician of your own to document what you are paying for and use this documentation in small claims court.

TIPS FOR OWNERS

- Utilities in each unit should be separately metered. Common areas should be separately metered to an account in your name.
- If individual metering is not possible, the utility should be included in the rent.
- It is against the law for an owner to “re-sell” a public, regulated utility to their renters. Regulated utilities include water, electricity, and piped natural gas.

APPLIANCES

- Owners are not required to provide appliances such as a stove and refrigerator.
- If appliances are provided, the owner is obligated to keep them in good working order.
- An owner may be able to avoid responsibility for maintaining the appliances by putting a provision in the lease saying that he or she makes no representations about the condition of the appliances, and expressly states that the renter is responsible for all repairs to the appliances.
- If an owner does not fix a broken appliance for which he or she is responsible the renter may fix it and deduct the cost from the rent. See “Repair and Deduct”, for the proper way to do this.

SECTION 6: MOVING OUT

BREAKING A LEASE

A lease is a legally binding contract. The financial consequences of a renter breaking a lease can be severe.

Vermont law allows an owner to hold the renter financially bound by the lease until the unit is re-rented. It also allows the owner to charge the renter for reasonable expenses involved in re-renting.

LEGAL REASONS FOR BREAKING A LEASE

- Serious Health or Life Safety violations that present a risk to the occupants health or safety but **ONLY AFTER:**
 - The renter provides written notice of the problem to the owner.
- AND
- The owner is allowed a “reasonable” period of time to correct the problem.
 - If the problem is not resolved, the renter must still give “reasonable notice” to vacate.
- The renter is called to active duty by the Armed Forces.
 - As part of a Reasonable Accommodation request by a renter with a disability.

RENTERS CONSIDERING BREAKING A LEASE SHOULD GET LEGAL ADVICE BEFORE DOING SO!

TIPS FOR OWNERS

- Use a written lease.
- Be aware that a renter can leave at any time, but if you have a lease for a longer term the renter can be held financially responsible for the lease term.
- If a renter moves out early, the landlord has a legal obligation to try to re-rent the unit.



NOTICE REQUIREMENTS FOR MOVING RENTERS

- **The law is not a 30 day notice, it is:**
 - No less than One Full Rental Period written notice.
 - If rent is payable on the first, the notice should be given by the last day of the month to be out by the last day of the notice month.
 - Example: You give notice on or before June 30th, your notice period is the month of July. You vacate by midnight July 31st.
- The above notice is applicable unless otherwise noted in the lease. If the lease says 30 days, that is what notice you must give, and notice to move mid-month is allowed. If the lease requires a longer notice period, you must give the notice stated in it. This is true even if the lease has expired.
- Burlington City Ordinances require a tenant moving out to give TWO Full Rental Periods notice, unless otherwise stated in the lease.
- Owners can deduct from the security deposit for insufficient notice if they lose rental income.

TIPS FOR OWNERS

- If a renter gives you a verbal notice that they are vacating, request that they put it in writing.
- If the renter is leaving before the end of the lease term, make sure you attempt to re-rent the unit.
- The security deposit return timing begins to run from the date the renter vacates, not the end of the lease or notice period.

TIPS FOR RENTERS

- Use the sample Move Out Notice provided in the “Tools” section of this Guidebook.
- Give as much notice as possible beyond the legal requirement.

EXPECTATIONS OF MOVE OUT CONDITIONS

The general rule of thumb is for renters to leave the unit in the condition they found it. Normal wear and tear should be expected and cannot be deducted from the security deposit. Routine maintenance between occupants should be the responsibility of the owner, not the renter.

TIPS FOR OWNERS

- Take pictures of any damage.
- Perform a walkthrough of the unit with a written checklist (should be the same form as used for move-in).
- It is not required that the renter be present for the move-out inspection.

TIPS FOR RENTERS

- Ask the owner to do a walk through with you 2 to 3 weeks before move out. Ask them to point out any repairs they feel are your responsibility.
- If you are unsure if it is your responsibility or not, call Vermont Tenants for assistance.
- Owners can deduct cleaning charges from your deposit for if you do not clean the unit thoroughly.
- Take pictures after you have moved your property out and cleaned the unit.
- You are responsible for damages caused by guests or accident.

SECURITY DEPOSIT REFUNDS AND DISPUTES

In most instances deposit disputes are settled in Small Claims Court.* It is always preferable for both parties to have clear documentation of the unit's condition at move in to avoid court action or as evidence if a suit is needed to settle the disagreement.

*In Burlington and Barre City, a Housing Review Board can be used instead of Small Claims Court.

DEPOSIT RETURNS

- Under Vermont law owners must return deposits, including an itemization of any deductions, within 14 days of the day the renter notifies them they are out or when it is discovered that they have moved.
- The 14 days begin the day after the renter vacates the unit, regardless of the date given in the notice.
- Burlington City Ordinances require that deposit including interest and itemization in the event of deduction, be sent via Certified Mail.
- Deposits must be postmarked within 14 days, not in the renter's hand.
- If the owner does not know the renter's new address, the deposit must be sent to the last known address. (the unit the renter just vacated)

DEPOSIT DISPUTES

- If the owner fails to send the deposit back to the renter in the required time frame they forfeit their right to deduct from it and must return the full deposit. This does not mean the renter cannot still be held responsible for any money owed for damages, utilities or unpaid rent. The owner can file in Small Claims Court.
- Owners can charge for money owed and damages beyond the deposit amount.
- If an owner willfully withholds a deposit they can be held liable to return double the deposit amount by either Small Claims court or by a Housing Board of Review. It is up to the renter to prove willfulness.

UNCLAIMED PROPERTY AFTER MOVE OUT

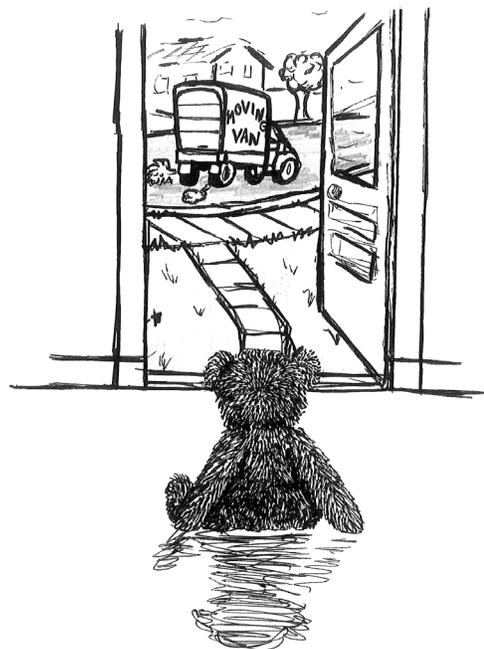
This applies **only** to property left behind in a rental unit after;

- The renter has given notice to the owner that the renters have moved out, or
- After the renter has moved out at the end of a lease term.

9 V.S.A. §4462(d): Any personal property remaining in the dwelling unit or leased premises after the tenant has vacated may be disposed of by the landlord without notice or liability to the tenant or owner of the personal property.

*For property left behind after an eviction see page 46

*For property left behind when a unit is abandoned see page 47



REFERENCES

There are no Landlord-Tenant laws covering what a landlord can or cannot say when being asked to give a reference on a tenant. References may fall within the libel (written) and slander (verbal statements) laws if the information provided is not true. These two laws also would apply to comments made by renters about owners.

RENTERS: IF YOU THINK A PAST LANDLORD MIGHT GIVE A BAD REFERENCE:

- It may be tempting to leave that landlord off the list. However, if you leave off a landlord and the housing agency or subsidized unit owner finds out about that landlord, you may be denied housing based on fraud or failure to provide complete information on your housing application.
- Try to talk to your past landlord. Ask for them to provide a simple reference that focuses on what you did well, such as pay rent on time.
- Show circumstances have changed, for example:
 - You did not pay rent for a certain period of time because of poor conditions in the apartment.
 - Gather photographs, board of health reports, or statements from people who saw the condition of the apartment.
 - A medical or financial problem that caused you to get behind in your rent that has been resolved.
 - Disturbances in your apartment happened because of abuse you were facing. Gather statements of counselors who knew about your situation, police reports, or restraining orders.
 - You have found a new home for a pet that you had in violation of a no-pet rule.
 - You are now receiving social services which will enable you to comply with your lease.
- Think outside the box: who else can offer a reference? Consider personal references, employers, teachers, neighbors, case managers, and religious leaders.
- There are other ways to show financial responsibilities. Having a checking and savings account shows that you can handle your money or having a co-signer may help a landlord's decision as to who to rent to.

TIPS FOR OWNERS

- Be honest.
- Stick to verifiable information and avoid opinion type commentary.

TIPS FOR RENTERS

- A bad reference will make it difficult to find new housing.
- Be a good renter – pay rent on time, follow the lease requirements, take care of the property.
- If you have reason to believe a reference will not be good, be up front with property owners you are looking to rent from. It is always better to hear it from you than be surprised when they call the owner of your current rental.



SECTION 7: TERMINATION OF TENANCY BY THE OWNER

TERMINATION OF TENANCY FOR NON-PAYMENT OF RENT

The notice that an owner gives to a renter to terminate the renter's tenancy for non-payment of rent must meet certain requirements under Vermont law. The notice must:

- Be in writing and hand-delivered or mailed to the tenant (email, text messages, or Facebook messages do not comply with the law).
- Be received by the tenant.
- Give the tenant at least 14 days to pay the rent (not including the day the notice was given).
- Include the specific amount of back rent that is owed (no late fees, no unpaid utilities, no unpaid security deposit).
- Give a date to vacate by.
- Tell the tenant if they pay the rent with the 14 days, the notice is cured.

If the termination notice does not comply with these requirements, the court case may be dismissed.

TIPS FOR RENTERS

- If you know you may not be able to pay rent, talk to the owner before it is due.
- Offer to send as much as possible on the first and give the owner a firm date during the month when the remainder will be paid.
- **Do not avoid the owner!** You will only make the situation worse.
- If you receive a notice, contact your local Community Action office and ask if there are programs in your area that help with back rent.
- If you had stopped paying rent due to problems with the unit, you must have taken the correct steps (see Withholding Rent on page 28). **You must still have the money owed!** You will likely be ordered to pay it into a court account during the eviction process. If you do not have it, the owner may be able to get the necessary paperwork to remove you faster. (See Rent Escrow Hearings on page 44)
- If you need help budgeting, Community Action Programs offer financial counseling services.

TIPS FOR OWNERS

- There is a sample notice in the "Tools" section of this Guidebook. **Do not make changes to it, you may cause the case to be dismissed!**
- Waiting until the renter is many months behind in rent is not the best practice. There may be options for help available to the renter, but not if the amount owed is more than two months of back rent.
- Back rent assistance requires that the renter have a written termination notice.
- The belief that it takes many months to evict a tenant is generally caused by an owner waiting too long before finally sending the notice. If you follow the proper procedure a resolution will be faster.

TERMINATION NOTICE “FOR CAUSE”

A “for cause” termination means that the owner wants the occupants to leave because they have broken the terms of the rental agreement or violated landlord tenant law or local ordinances.

Examples Include:

- Renters letting others move in without the owner’s consent.
- Disturbing neighbors.
- Damaging the property intentionally. (This can also be considered vandalism under criminal statutes)
- Causing Health or Fire Code violations.
- Not following terms outlined in the lease.

The notice that an owner gives to a renter to terminate the renter’s tenancy for cause must meet certain requirements under Vermont law. The notice must:

- Be in writing and hand-delivered or mailed to the occupants (email, text messages, or Facebook messages do not comply with the statute).
- Be received by the renter.
- State the reason for termination.
- Give the occupants no less than 30 days to vacate. If the breach of lease is for illegal or drug activity, a notice of no less than 15 days may be given.

TIPS FOR RENTERS

- Follow the terms of your lease and all applicable laws and local ordinances.
- Do not allow others to move in without **written** permission of the owner.
- Your tenancy can be terminated for the acts of your guests as well as your own.
- Keep open lines of communication with the owner.
- If you receive a termination notice for cause, seek legal assistance.

TIPS FOR OWNERS

- Document any lease violations by the renters or their guests. This is best done by sending information on what the violation is to the renter in writing.
- Consider giving the renters a deadline in which to correct the problem if at all possible. (this is not required by law)

TERMINATION OF TENANCY FOR “NO CAUSE”

A termination notice for “No Cause” means that the owner wants the renter to move for no fault of their own (e.g., the owner wants to use the property for other purposes). A nonrenewal of lease notice is also considered a No Cause termination. A tenancy cannot be terminated for “no cause” while there is a current lease, unless a clause in the lease allows it.

The notice that an owner gives to a renter to terminate the renter’s tenancy for no cause must meet certain requirements under Vermont law. The notice must:

- Be in writing and hand-delivered or mailed to the occupants (email, text messages, or Facebook messages do not comply with the statute)
- Be received by the renter
- Must state that the tenancy is being terminated for No Cause or that the lease will not be renewed, and give a specific date to vacate by.
- Must give the occupants no less than the legal, required period of time to move out, as set out below:

NOTICE PERIODS FOR NO CAUSE:

- **If the owner wants the renter to move out at the end of the lease period**, the owner must give notice at least 30 days before the end of the lease, if rent is paid monthly; 21 days if paid weekly.
- **If the initial lease has ended and has not been renewed** (a “month to month” rental), the owner must give at least 30 days notice to the renter: 60 days if the renter has resided at the property for more than two years. If the renter pays weekly, they must be given 21 days notice.
- **If there has never been a written lease:**
 - If the renter has lived in the unit less than 2 years – no less than a 60 day notice.
 - If the renter has lived in the unit 2 years or more – no less than a 90 day notice.
 - If the renter has lived in the unit **in Burlington** less than 2 years – no less than 90 day notice.
 - If the renter has lived in the unit **in Burlington** 2 years or more – no less than a 120 day notice.

TIPS FOR OWNERS

Please seek legal advice prior to sending any termination notice if any of the following scenarios apply:

- Your renters have made or are making complaints about the condition of the rental unit.
- Your renter is making complaints about violations of their rights.
- Your unit has recently been inspected by code enforcement, fire safety, town health officer or other inspector.
- Your renter has made a reasonable accommodation request.
- Your renter is involved in organizing, or has joined a resident association.

TERMINATION OF TENANCY IF RENTING IN THE OWNER’S PERSONAL RESIDENCE

If the tenant rents one or more rooms in the landlord’s personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen or bathroom, then either party may terminate the tenancy by giving written notice of at least 15 days if rent is payable monthly and at least seven days if rent is payable weekly. At this point it is not clear what effect this law will have in situations where there is a written lease that does not allow for early termination, or that has a different time frame for termination.

TERMINATION OF TENANCY FOR SALE OF BUILDING

Owners may terminate a tenancy in order to sell the building ONLY if there is a signed Sales and Purchase Agreement with potential buyers, AND the renters are not in a current lease.

If renters have a current lease:

- The lease, along with the security deposit, transfers to the new owner at the closing.
- It is the buyer's responsibility to ensure that the deposit transfers. They will be responsible for returning the deposit to the renter at the end of the tenancy regardless.

If the lease has expired or there has never been a written lease, the owner may terminate the tenancy with a no less than 30 day written notice after signing of the Sales and Purchase Agreement.

FORECLOSURE

For a time, there were both federal and state requirements that needed to be followed. The federal protections expired in 2014, meaning that there are no longer any federal protections for tenants in buildings that are being foreclosed upon. Under Vermont state law, tenants may be evicted as a part of the Court Foreclosure process.

How will you know if your building is being foreclosed?

- Both the owner of the building and the occupants would be provided with notice of the court Foreclosure process.
- For the occupants, this paperwork can be provided to you by first class mail, so don't ignore any paperwork that is mailed to you.
- If you want to receive information on the status of the foreclosure, occupants may notify the court in writing (enter an appearance) of their mailing address.

EVICTION OF FARMWORKERS

Farmworkers who receive housing as a benefit of their employment may not just be thrown out of their homes if they lose their job. They are protected by landlord/tenant law just as any other renter, and if the farmer wants the farmworker to leave the housing the farmer must follow proper legal procedures. The law allows the farmer a speeded up process to evict the farmworker, if the farmer can show hardship.

To evict the farm worker, the farmer must have the worker served with a notice of termination of tenancy at the same time as a summons and complaint is served. The court will schedule a hearing not less than 10 days after the worker is served. At the hearing, if the farmer can show that s/he will suffer actual hardship if the worker does not leave, the judge will issue an order giving the worker from between five and 30 days to move out. If the judge decides that the farmer has not proven actual hardship, the farmer will then have to start regular eviction proceedings to evict the worker, just as with any other tenant.

V.S.A., TITLE 9, Chapter 137, § 4469. Termination of occupancy of farm employee housing

END OF THE NOTICE PERIOD

If the renters are still residing in the rental unit after the end of the notice period beings, the owner's next step is to begin a court eviction process. Only a court order from a judge, served by a sheriff, can remove a renter.

IT IS ILLEGAL FOR A LANDLORD TO:

- Remove a renter's property.
- Change the locks.
- Turn off essential utilities.

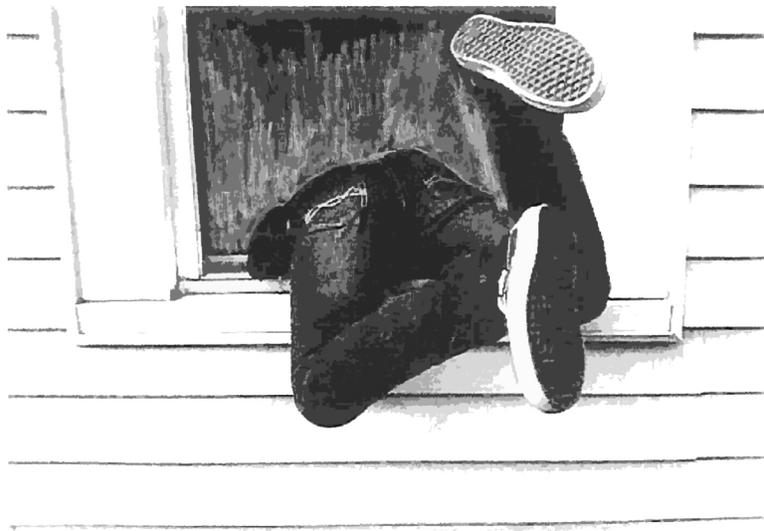
Additionally, if the owner enters to remove property or change the locks, they are in violation of Vermont's Unlawful Trespass criminal statutes.

BEST PRACTICES FOR OWNERS

- The only way to remove occupants from your unit is the court eviction process, even if you sent the renters a no cause notice.
- You must start a court action within 60 days of the termination date in the notice or your case will be dismissed.

LEGAL TENANT REMEDIES FOR ATTEMPTED ILLEGAL EVICTION:

- If you are locked out by the owner, call the Police. They are responsible for "keeping the peace" while you gain re-entry. (Break back in)
- Seek legal assistance.
- If the essential utilities have been turned off by the owner:
 - Contact your local Town Health Officer. They have the legal authority to order the owner to restore the utilities. There is a link to the Vermont Department of Health's Town Health Officer list on the Vermont Tenants website – CVOEO.org or VTtenants.org
 - If you are unable to reach your Town Health Officer, or if they are unable to get the owner to comply, seek an Emergency Relief of Abuse Order. Contact Vermont Tenants (802.864.0099) or an attorney for assistance with this.



SECTION 8: THE COURT EVICTION PROCESS

OWNERS CAUTION!!

- This chapter is provided for informational purposes only and includes management tips.
- It is not a how-to guide for evicting your renters.
- Owners have legal exposure when renters make claims against them.
- Please seek legal advice before taking any action against your renters to ensure that your rights are protected.*

RENTERS CAUTION!!

- This chapter is provided for informational purposes only and includes tips for dealing with eviction situations.
- It is not a how-to guide for fighting an eviction.
- Renters have legal exposure when owners make claims against them.
- Please seek legal advice when you are facing an eviction.*

*A legal resource guide is included on page 79 in the Resources section of this Guidebook.



EVICTION TERMINOLOGY

PLAINTIFF - The party who initiates the lawsuit.
(Usually Landlord)

DEFENDANT - The party who is being sued.
(Usually Tenant)

SUMMONS - The legal document that informs a Defendant that they are being sued and what actions they need to take (i.e. file an Answer).

COMPLAINT - The legal document that describes who the parties are, where the property is located, what the issues are between the parties, and what relief the plaintiff is seeking.

AFFIDAVIT - A legal document where someone states under oath that certain things are true.

MOTION - A document filed with the court requesting that the court take some action.

WRIT OF POSSESSION - The document issued by the court that gives the Sheriff the authority to remove the tenant from the property and put the landlord back into possession of the rental unit.

MERITS HEARING (DAMAGES HEARING)
- The hearing where both parties present their evidence in the case.

THE COURT PROCESS

A court eviction is started by an owner, property management company, or the owner's representative, filing legal documents called a Summons and Complaint with the court and by paying a \$265 filing fee.

- Filing Fee is accurate as of 8/2015. The Court increases filing fees occasionally.
- At the time a case is filed, if the reason for eviction is non-payment of rent, the owner can request a Rent Escrow Hearing by filing a motion and affidavit. This requires that the renter pays their rent to the Court until the case is resolved.
- If the Rent Escrow hearing is requested, the court clerk will issue a notice of hearing. The Summons, Complaint, Rent Escrow Motion, Affidavit, Notice of Hearing, Written Lease Agreement (if there is one), and Termination notice must be served on the renter by the County Sheriff.
- The cost for having these documents served is \$50 per person plus mileage.

Once the renter is served with the court documents by the sheriff;

- The renter has 20 days to respond (or "Answer") the Complaint.
- If a rent escrow hearing is requested, and is set by the court, the renter must be served at least 10 days prior to the hearing. Usually the rent escrow hearing is held fairly close to the date by which the renter has to respond.

The court eviction process is designed for the owner to end up with two items:

- Possession of their unit and
- A Judgment Order for any money that the court determines is owed to the owner.

The court process is designed for the renter to:

- File for dismissal if the Termination Notice was not done correctly.
- Present their side of the story.
- Dispute any charges.
- File any appropriate counter claims (harassment, illegal retaliation, Warranty of Habitability violations, and Consumer Protection Act violations.)

RENT ESCROW HEARINGS

At this hearing, the court will determine the following:

- How much the rent amount is.
- Whether or not there is back rent owed. (they won't necessarily decide how much back rent is owed)
- Once those are established, the court can issue a Rent Escrow Order.
- This Order requires that the renters pay their rent to the court as long as the eviction process continues.
- If the renter fails to pay rent as ordered by the court, a Writ of Possession may be issued.

How much rent can the court order the tenant to pay under the Rent Escrow Order?

- The court can order the renter to pay any rent that has accrued since the case was filed with the court.
- The court has the discretion to order a lesser payment by the tenant, or to allow the amount to be paid in installments.
- The court also has the ability to order only future payments of rent (i.e. for the next month).
- The court can reduce the amount of monthly rent the renter has to pay if the renter makes a credible claim that the conditions of the rental unit do not comply with the Warranty of Habitability (*See Section 4: Housing Codes on page 20*).
- If the renter fails to appear, the owner can request that the first payment be due "X" number of days after service of the order.

What happens if the renter does not show up for this hearing?

- The court will issue the rent escrow order.
- The sheriff must serve the order on the renter for it to be enforceable.

What happens if the renter pays into court pursuant to the order?

- Unless the parties agree otherwise, the court holds onto the money paid into court until there is a final hearing in the case. At that time, the judge decides whether the money is due to the owner or should be returned to the renter (for example, if there are legitimate health or safety problems with the unit.)

What happens if the renter does not pay a Rent Escrow Order?

- The owner can file a motion and affidavit with the court requesting that the court issue the Writ of Possession for the renter's failure to pay.
- The court issues the Writ of Possession.
- The owner has the sheriff serve the Writ of Possession on the renter.
- The sheriff puts the owner back in possession no sooner than five (5) business days after service of the Writ.
- The owner can continue with the court process to obtain a Judgment Order either with a hearing (if the renter answered the Complaint) or on a Default basis (no hearing because Renter did not answer).

THE “COMPLAINT”

- A Complaint is the court paperwork filed by the owner that summarizes who the parties are, where the property is located, what the issues are between the parties, and what relief the plaintiff is seeking (i.e. possession and money judgment).
- The Complaint is usually laid out in a numbered paragraph format.

THE “ANSWER”

- Is the renter’s response to the Complaint. It must:
 - Address every numbered item in the complaint. Many of the questions are true or false and used to verify any undisputed facts of the case such as; the owner of the unit, the tenants of the unit, the amount of rent, etc.
 - Be returned to the court in no less than 20 days.
 - Copies must be sent to the Owner and their Attorney.
 - The answer is where the renter tells their side of the story.
- The renter may also file for dismissal or file and countersue for claims against the owner at this time if warranted.
- If the renter fails to Answer the Complaint, the Owner can file for a Default Judgment. This request is done through a Motion and affidavit of amounts owed.
- A “Default Judgement” means that the other side wins without a hearing.

FINAL HEARING

(AKA MERITS HEARING, DAMAGES HEARING, COURT TRIAL)

- Is the time when both parties put on all the evidence that they have and the court makes a decision about who is owed money.
- All witnesses would need to be present for this hearing.
- Any receipts, proof of payment of rent, and other documents (including pictures) are presented during this hearing.
- If you don’t have a document/picture/witness the court won’t consider it at a later date nor will the court reschedule the hearing so you can bring in additional evidence.
- The notice of hearing will be mailed by the court – this will tell you the date and time of the hearing.
 - If your address changes and you do not update it with the court, you may not receive the notice of hearing telling you when the hearing is.
 - Your failure to update your mailing address is not a reason to have a new hearing scheduled.

WRIT OF POSSESSION

A Writ of Possession is a Judgement ordered by the court that allows a Sheriff to remove the occupants and the owner to change the locks.

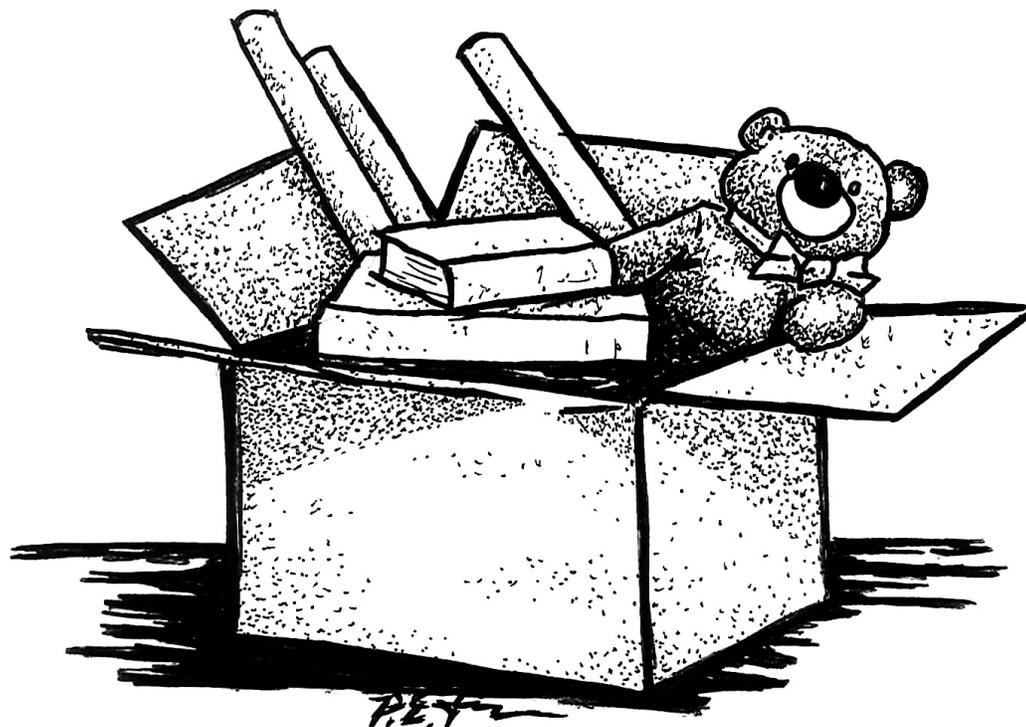
- When the Sheriff serves the Writ of Possession on the Defendant, the Sheriff will give the Defendant a lock-out date.
- The lock-out date will be no sooner than 5 business days (for a failure to pay rent into court) or no sooner than 10 business days (final judgment).
- If the Defendant does not vacate, the Sheriff will return to the property and keep the peace while the landlord changes the locks on the unit. This is called “Executing the Writ of Possession.”*

*** If the case is for nonpayment of rent, a renter may stop Execution of the Writ by paying all monies owed in the court before the execution date. This includes all back rent and usually the owner’s court costs and legal fees if requested. This may only be done by a tenant once in a 12 month period.**

A RENTER'S PROPERTY AFTER AN EVICTION

Pursuant to Vermont Statute (*12 V.S.A. Section 4854a*), an owner may dispose of any items left behind when the following two criteria are met:

- 15 days have passed from the service of the Writ of Possession AND
- The landlord has been restored possession of the unit.
- NOTE: There is NO requirement that the Owner hold or store the tenant’s property beyond the 15 days.



SECTION 9: ABANDONMENT OF A RENTAL UNIT

Under Vermont Law, an Owner may consider a unit abandoned if ALL of the following statements are true:

- Rent is not current **AND**
- It appears as though no one is living in the unit as a full time residence **AND**
- The owner has made a reasonable attempt to ascertain the renter's intentions.

UNCLAIMED PROPERTY AFTER ABANDONMENT OF THE UNIT

If any property, except trash, garbage, or refuse, is unclaimed by a renter who has abandoned a dwelling unit, the owner shall give written notice to the renter, mailed to the renter's last known address, that the owner intends to dispose of the property after 60 days if the renter has not claimed the property and paid any reasonable storage and other fees incurred by the owner.

- The owner must store the tenant's property in a safe, dry space for no less than 60 days.
- The renter may claim the property by providing the owner with the following within 60 days after the date of the notice:
 - A reasonable written description of the property; and
 - Payment of the fair and reasonable cost of storage and any related reasonable expenses incurred by the owner.
- If the renter does not claim the property within the required time, the property shall become the property of the owner.
- If the renter claims the property within the required time, the owner shall immediately make the property available to the renter at a reasonable place and the renter shall take possession of the property at that time and place.

Does this mean the owner can do anything they want with the property?

- Yes, the owner may dispose of the property as they see fit.

What if the owner refuses to return the property when the renter tries to claim it?

If the renter provides a reasonable written description of the property to be returned, and pays for the cost of storage, but the landlord refuses to return the property the renter may:

- File suit against the owner to have their property returned.

TIPS FOR OWNERS

- Document your efforts to track down a renter if you think a unit has been abandoned.
- Call all phone numbers you have for the renter, including emergency contacts.

TIPS FOR RENTERS

- In any situation where an owner must store your property, the only recourse if the owner doesn't give it back is to file a Civil Suit.
- It is YOUR property. The best option is to be responsible for it and not leave important property behind.
- If the owner incurs expenses removing it, they can file a suit against you for the money spent.

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ACCESS AND PRIVACY FORM LETTER

DATE: _____

TO: _____
NAME OF PROPERTY OWNER/MANAGER

RE: Landlord Access at _____.
(ADDRESS)

Dear _____,
NAME OF PROPERTY OWNER/MANAGER

I am writing to inform you of the law regarding landlord access. Pursuant to chapter 137, section 4460 of the Vermont state statutes, a landlord may enter the unit with the tenant's consent. Without consent, a landlord can enter the unit between 9:00 A.M. and 9:00 P.M. on no less than 48 hours notice to:

1. inspect the premises;
2. make necessary or agreed repairs, alterations, or improvements;
3. supply agreed services; or
4. exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A landlord can only enter the unit without consent or notice when there is a "reasonable belief that there is imminent danger to any person or property."

I thank you in advance for complying with the law.

Sincerely,

SIGNATURE

PRINTED NAME

INSUFFICIENT NOTICE OF RENT INCREASE (BURLINGTON)

DATE: _____

TO: _____

RE: Rent increase notice at _____
ADDRESS

Dear _____,
NAME OF PROPERTY OWNER, MANAGER

I am writing to inform you of my intentions based on the Burlington City Ordinance regarding rent increase notices. Pursuant to Chapter 18, Housing, Sec. 18-29a(c) of the Code of Ordinances of the City of Burlington, a landlord may increase rent by giving 90 days advance written notice.

You provided me with notice of an increase on _____.

Therefore, the increase should not legally take effect until _____, the date my next rent payment is due after "no less than 90 days actual notice" and I will not begin paying the increased rent until this date.

I thank you in advance for recognizing my legal rights in this matter.

Sincerely,

SIGNATURE

PRINTED NAME

INSUFFICIENT NOTICE OF RENT INCREASE (STATEWIDE)

DATE: _____

TO: _____

RE: Rent increase notice at _____.
ADDRESS

Dear _____,
NAME OF PROPERTY OWNER/MANAGER

I am writing to inform you of my intentions based on the law regarding rent increase notices. Pursuant to VSA Title 9, Chapter 137, Section 4455(b) of the Vermont state statutes, a landlord may increase rent "on the first day of the rental period following no less than 60 days actual notice to the tenant."

You provided me with notice of an increase on _____.

Therefore, the increase should not legally take effect until _____, the date my next rent payment is due after "no less than 60 days actual notice" and I will not begin paying the increased rent until this date.

I thank you in advance for recognizing my legal rights in this matter.

Sincerely,

SIGNATURE

PRINTED NAME

LATE FEES

FROM: _____

Name of Tenant

ADDRESS: _____

Address of Tenant

DATE: _____

TO: _____

Name of Landlord or Managing Agent

RE: Late Fees

Dear _____:

Name of Landlord or Managing Agent

I am writing to make you aware of the Vermont case law regulating the practice of charging late fees.

According to Vermont case law, [Highgate Associates, Ltd. v. Lorna Merryfield, Supreme Court Docket No.90-032] landlords may only charge a tenant a late fee to cover expenses **actually incurred** as the result of tenant's tardiness in paying rent. **Such a fee may not be simply a penalty.** A late fee, which is not reasonably related to the landlord's expenses, is invalid and the tenant does not have to pay it.

I am requesting that you present documentation showing that the fee is equal to your expenses. If you cannot or will not show this documentation, I am under no obligation to pay the late fee.

Sincerely,

Signature

Printed Name

MAJOR CODE VIOLATION/REPAIR REQUEST FORM LETTER

DATE: _____

TO: _____
NAME OF PROPERTY OWNER/MANGER

RE: Notice of problem(s) at _____.
ADDRESS

Dear _____,
NAME OF PROPERTY OWNER/MANAGER

I am writing to make you formally aware of serious problems existing at

_____. The following needs to be done:
ADDRESS

Pursuant to chapter 137, sections 4457 and 4458 of the Vermont state statutes, a landlord is required to maintain premises that are safe, clean, and fit for human habitation and that comply with housing and health regulations. If a landlord fails to comply with those obligations within a reasonable time and this noncompliance affects health and safety, a tenant may:

1. Withhold the payment of rent for the period of noncompliance;
2. Obtain injunctive relief;
3. Recover damages, costs and reasonable attorney's fees; and
4. Terminate the rental agreement on reasonable notice.

I request that these problems be taken care of as quickly as possible. If a reasonable effort to fix these problems is not made, I will be pursuing one or more of the above legal options which may specifically include withholding rent payment. Let this serve as your notice of my intent to pursue such action(s).

Sincerely,

SIGNATURE

PRINTED NAME

MOVE OUT NOTICE (FROM RENTER TO OWNER)

DATE: _____

TO: _____
NAME OF PROPERTY OWNER/MANAGER

RE: Move out notice.

Dear _____,
NAME OF OWNER/MANAGER

You are hereby advised of my intent to vacate the rental property at

_____ ADDRESS

on or before _____ in accordance with the proper notice period
DATE

circled below. I will be cleaning the apartment as to leave it in the same condition as it

was on the move-in date. Please send me specific move-out instructions if you have any.

I will remove my personal belongings and turn in the keys on or before the date
mentioned above.

1. According to the terms of my lease requiring a ____ day / or ____ full rental period notice.
2. According to V.S.A., TITLE 9, Chapter 137 §4456d requiring one full rental period notice.
3. According to Burlington ordinance Ch 18 Article II Div.1 Sec 18-29a.(b) requiring two full rental period notices.

If you have any questions, please contact me at ____ - ____ - _____. Thank you for your courtesy and services during the period of my lease.

Sincerely,

NAME

SIGNATURE

REPAIR AND DEDUCT FORM LETTER

DATE: _____

TO: _____
NAME OF PROPERTY OWNER/MANAGER

RE: Notice of problems at _____.
ADDRESS

Dear _____,
NAME OF PROPERTY OWNER/MANAGER

I am writing to make you aware of problems existing at

_____. The following needs to be done:
ADDRESS

I request that this be taken care of as quickly as possible. Pursuant to chapter 137, section 4459 of the Vermont state statutes, if the situation has not been taken care of within 30 days of this notice, then it is my right to remedy the problems myself and deduct the cost from my rent.

I thank you in advance for taking care of these problems.

Sincerely,

SIGNATURE

PRINTED NAME

REQUEST FOR A REASONABLE ACCOMMODATION/MODIFICATION: FORMS AND PROCEDURE

FOR QUALIFIED INDIVIDUALS AS DEFINED BY LAW (PERSONS WITH DISABILITIES), HOUSING PROVIDERS ARE REQUIRED TO:

- (a) provide reasonable accommodations in their policies, rules or practices (such as policies on pets, parking, etc.);
- (b) allow reasonable modifications (physical changes, such as a ramp or grab bar). In the case of private rental housing, the tenant may be responsible for the cost of modifications. For publicly assisted rental housing, the Housing Provider may be responsible.

WHEN CONSIDERING A REASONABLE ACCOMMODATION/MODIFICATION REQUEST A HOUSING PROVIDER CAN ONLY TAKE THE FOLLOWING INTO CONSIDERATION:

- Is the individual who is making the request qualified? (Does that person have a disability as defined by the law?)
- Is the request for an accommodation or modification necessary? (This is not determined by the Housing Provider but by the individual or developer of the housing, and confirmation can be requested to be provided by a medical health professional.)
- Would the requested accommodation impose an undue financial or administrative burden? (For a modification, this is only considered if the modification is to be paid for by the Housing Provider.)
- Would the requested accommodation or modification require a fundamental alteration in the nature of the housing program?

The Housing Provider should not ask about the nature or severity of the disability in question. The Housing Provider need only consider whether or not the request is 'reasonable' in terms of cost and alteration of their housing program. The Housing Provider may ask questions that clarify what it is about the policy, rule, practice or procedure that serves as a barrier or that clarify how the requested accommodation or modification relates to the disability.

FOLLOWING ARE SAMPLE FORM LETTERS WHICH DO TWO THINGS:

- Determine that an individual (or the prospective tenant) is qualified under the law for a reasonable accommodation/modification, and
- Verify that what is being requested is consistent with the needs associated with the individual(s) and their disability.

** These forms were created by The Fair Housing Project of CVOEO. Reach the program directly at 802-864-3334 x 202 or www.VTfairhousing.org.*

REQUEST FOR AN ACCOMMODATION OF A HOUSING POLICY

DATE: _____

RE: Request for accommodation of policy at _____(ADDRESS)

Dear _____,
NAME OF PROPERTY OWNER/MANAGER

I qualify as an individual with a disability as defined by federal and state fair housing laws.

You have a building located at (ADDRESS)_____ where I am requesting an accommodation because of my disability. The particular policy or practice for which my reasonable accommodation is requested is _____

Because of my disability, that policy would restrict my ability to use and enjoy an apartment in that building.

In accordance with my rights under federal and state fair housing laws, I am requesting that you make an accommodation for me regarding the policy referred to above and allow me to (ACCOMMODATION REQUESTED)

Please respond in writing, within ten working days, to my request for the above modification.

Thank you in advance for your attention to this important matter.

SIGNATURE

PRINTED NAME

The accommodation requested above by _____ (NAME OF TENANT) is consistent with needs associated with this individual's disability.

SIGNATURE (of Medical Professional, Care Giver or Person who has Professional Knowledge of the Tenant's Disability)

PRINTED NAME AND TITLE

DATE

REQUEST FOR A REASONABLE MODIFICATION

DATE: _____

RE: Request for accommodation of policy at _____(ADDRESS)

Dear _____,
NAME OF PROPERTY OWNER/MANAGER

I qualify as an individual with a disability as defined by federal and state fair housing laws.

You have a building located at (ADDRESS)_____ where I am requesting a modification because of my disability. The particular barrier or impediment that prompts my modification request is _____
_____. Because of my disability, that barrier or impediment would restrict my ability to use and enjoy an apartment in that building.

In accordance with my rights under federal and state fair housing laws, I am requesting that you all the following modification for me (MODIFICATION REQUESTED) _____

Please respond in writing, within ten working days, to my request for the above modification. Thank you in advance for your attention to this important matter.

SIGNATURE

PRINTED NAME

The accommodation requested above by _____ (NAME OF TENANT) is consistent with needs associated with this individual's disability.

SIGNATURE (of Medical Professional, Care Giver or Person who has Professional Knowledge of the Tenant's Disability)

PRINTED NAME AND TITLE

DATE

CERTIFICATION OF STATUS AS AN INDIVIDUAL WITH A DISABILITY

In federal civil rights laws the definition of disability includes:

“...with respect to a person, a physical or mental impairment which substantially limits one or more major life activities, a record of such an impairment; or being regarded as having such an impairment...”

“...physical or mental impairment includes: (1) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular, reproductive, digestive; genito-urinary ;hemic and lymphatic; skin, and endocrine; or (2) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

“...The term ‘physical or mental impairment’ includes, but is not limited to , such diseases and conditions as orthopedic, visual, speech and hearing impairment, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addition (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.”

As a medical/social service professional with a knowledge necessary to make such a determination, I certify that _____ (NAME OF INDIVIDUAL) qualifies as an individual with a disability as defined above.

[* IMPORTANT: Do NOT reveal the specific NATURE OR SEVERITY of the individual’s disability.]

The accommodation requested above by my client, _____ is consistent with the individual’s needs associated with her disability.

SIGNATURE OF MEDICAL PROFESSIONAL

PRINTED NAME AND TITLE

DATE

SECURITY DEPOSIT RETURN REQUEST FORM LETTER

DATE: _____

TO: _____
NAME OF LANDLORD

RE: Return of security deposit.

Dear _____:
NAME OF LANDLORD

It has been more than 14 days since I notified you that I have moved out of your rental unit at _____ . I still have not received my security deposit back or a written itemized list of deductions.
ADDRESS

Pursuant to chapter 137, section 4461 of the Vermont state statutes, if a landlord fails to return a security deposit and/or a written list of deductions within 14 days from the date the landlord discovers that the tenant had vacated the unit, or the date the tenant gives the landlord notice that they have vacated the unit, the landlord forfeits the right to keep any of the deposit. Furthermore, "if the failure is willful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs."

I request that you return my deposit to me at once. You may mail it to the following address:
I thank you in advance for complying with the law.

Sincerely,

SIGNATURE

PRINTED NAME

LEAD PAINT DISCLOSURE

(Sample Disclosure Format for Target Housing Sales)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) — Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) — Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) — Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) — Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) — Purchaser has received copies of all information listed above.

(d) — Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) — Purchaser has (check (i) or (ii) below):

(i) — received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) — waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) — Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Notice to Occupants



Promptly report all deteriorated paint or visible paint chips to the Owner or Owner's agent.

This means any paint on the inside and outside of this building that is chipping, peeling, chalking, flaking, cracking, or damaged. It also includes any visible paint chips on the ground.

Prevent Lead Poisoning

Name of Owner or
Owner's Agent : _____

Address: _____

Telephone: _____

TERMINATION OF TENANCY FOR NON PAYMENT OF RENT FORM LETTER

****SAMPLE NOTICE**** **DO NOT MAKE CHANGES TO THE LANGUAGE**

Termination for Nonpayment of Rent

Date: _____

Dear _____:

You are hereby notified that your tenancy at _____ [address] _____
is terminated on _____ [date] _____.

Your tenancy is terminated for nonpayment of rent. As of the date of this letter, you owe
\$ _____ in back rent.

You can prevent the termination of your tenancy for nonpayment of rent if you pay all of
the rent that is owed prior to the termination date mentioned above. This payment must include
rent through the end of the rental period in which payment is made or tendered.

Landlord reserves all rights to receive and accept partial payment of rent without waiving
any of landlord's legal remedies or rights to commence and/or prosecute an eviction action.

This notice is independent of any other notices to quit you may receive or have received.
This notice does not extend or alter times or obligations stated in other notices to quit.

Sincerely,

Landlord

Notice Received by:

Tenant Name: _____ date

INSPECTION CHECKLIST

INSPECTION CHECK-LIST

Landlord/Property Manager Name:

Amount of Security Deposit:

Tenant Name:

Date paid:

Address of Rental Unit:

This form is designed to assist in recording the condition of a rental unit upon moving in and moving out. To be most useful, it should be filled out in the presence of the property owner **and** the tenant, and each should retain a signed and dated copy. For each line item, either check "OK" or describe any problems present.

	Move-In Condition		Move-Out Condition	
Kitchen	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Sink				
Counters				
Light fixtures				
Cabinets				
Oven/range				
Refrigerator				
Outlets				
Walls & Ceilings				
Floor				
Windows				
Other (describe)				
Bathroom	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Toilet				
Sink				
Tub or Shower				
Mirror				
Waterproof floor				
Walls and Ceiling				
Outlets				
Window or fan				
Other (describe)				

	Move-In Condition		Move-Out Condition	
Living Room	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light fixtures				
Outlets				
Windows				
Other (describe)				
Bedroom #1	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				
Bedroom #2	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				
Bedroom #3	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				

	Move-In Condition		Move-Out Condition	
Other Room:	OK	If not OK, describe problems	OK	If not OK, describe problems
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Windows				
Other (describe)				
Miscellaneous	OK	If not OK, describe problems	OK	If not OK, describe problems
Heating system				
Water pressure				
Entry doors				
Lock				
Smoke detector				
Fire extinguisher				
Other (describe)				

Use the space below to note any disagreements to the checklist:

I was present at the time of the inspection, and agree with this checklist, except as noted in the space above.

Move-In:

Move-Out:

Date:

Landlord Signature:

Tenant Signature:

Household Budget

Category	Periodic expense (Expenses that are not monthly, but they come up periodically throughout the year)	Annual cost estimate (how much does this cost per year?)	Monthly cost estimate (Divide annual cost by 12)
Transportation	Bus pass		
	Car registration		
	Car inspection		
Home	Heating fuel (if not a fixed cost)		
	Rental/home insurance (if not escrowed in mortgage)		
	Furniture or appliances		
Family	Dental (not including premium)		
	Other health costs (not including premium)		
	Children's clothes & shoes		
	Adult clothes & shoes		
	Holidays & gifts		
	School expenses		
	School field trips		
*Total Cost Estimate			

FCC FACT SHEET ON SATELLITE ANTENNAS

FEDERAL COMMUNICATIONS COMMISSION

INFORMATION SHEET

November 2006



Over-the-Air Reception Devices Rule

Preemption of Restrictions on Placement of Direct Broadcast Satellite, Broadband Radio Service, and Television Broadcast Antennas

Quick Links to Document Sections Below

- [Questions and Answers](#)
- [Links to Relevant Orders and the Rule](#)
- [Guidance on Filing a Petition Where to Call for More Information](#)

As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS").

The rule (47 C.F.R. Section 1.4000) has been in effect since October 1996, and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

Effective January 22, 1999, the Commission amended the rule so that it also applies to rental property where the renter has an exclusive use area, such as a balcony or patio.

On October 25, 2000, the Commission further amended the rule so that it applies to customer-end antennas that receive and transmit fixed wireless signals. This amendment became effective on May 25, 2001.

The rule applies to individuals who place antennas that meet size limitations on property that they own or rent and that is within their exclusive use or control, including condominium owners and cooperative owners, and tenants who have an area where they have exclusive use, such as a balcony or patio, in which to install the antenna. The rule applies to townhomes and manufactured homes, as well as to single family homes.

INSURANCE FOR RENTAL PROPERTIES

There are people who never intended to be landlords. Maybe they bought a new house and couldn't sell the old one, so they're renting out the old one.

If this is you, you need to revisit your homeowner's insurance policy now. In all likelihood, your existing policy doesn't cut it anymore. Most policies cover owner-occupied homes, and yours no longer qualifies. When you don't live in the same home as your tenant or you own a secondary home that you regularly rent out, you need a separate policy.

Your policy review should give you the answer to three questions:

1. Do you need landlord's insurance?
2. What are your options?
3. What will it cost?

KNOW WHAT TYPE OF LANDLORD'S INSURANCE YOU NEED.

Policies for rental units have various names depending on the company. But they generally are referred to as dwelling policies, and fall into three categories: DP-1, DP-2 and DP-3.

- A **DP-1 policy** is basic and covers simple things like fire and vandalism.
- A **DP-2 policy** is broader. It covers named perils like damage from a windstorm, hail, fire or vandalism. Most even have a provision for collision (ie; if a car hits your house).
- A **DP-3 policy** is a 'special form' or an 'open peril' policy. Unless a peril is specifically excluded, it's covered.

Most insurance brokers suggest landlords opt for a DP-3 policy. "For example, a DP-1 gives you only actual cash value on the house, where a DP-3 will give you its replacement cost," says Bill Mills, vice president of Strategic Insurance Agencies Group of North Carolina. Translation: With cash value, a roof that's 10 years old will be written down because of its age. With replacement value, you get the cost of a new roof.

Other insurers offer what are called **landlord protective policies**. They cover areas like equipment breakdown coverage for things such as boilers and furnaces.

Another area to consider coverage for is loss of rental income, should the building have to be emptied for repairs. Often, landlords think that if their apartment is unoccupied because a tenant leaves or is evicted, they can make a claim for loss of rental income. That's not true. There has to be a covered loss that causes you to lose income while the property is being fixed.

Also make sure you have sufficient **liability coverage**. Liability coverage protects landlords if they're sued for damages, such as from an indoor fall, an animal bite or someone slipping on a wet sidewalk. According to Jason D. Hoffman, an independent insurance agent at Arbolino Agency in Middletown, New York, "it's only an additional \$200 to \$300 annually to go from \$500,000 to \$1 million in coverage."

RENTER'S INSURANCE

WHY HAVE RENTER'S INSURANCE?

Thought you were covered by your landlord's insurance? Think again. You'll need renter's insurance to protect your belongings from perils like theft, vandalism, fire and falling objects.

You're moving into a new apartment and you have a lot to do: setting up telephone and cable service, letting people know your new address, deciding how to arrange your living room -- the last thing you're thinking about is insurance.

If you live in a condominium or rent an apartment, your landlord's or condo association's insurance should cover damages to the building -- meaning the structure itself. But such a policy only covers their building and not your belongings. That's why you should have renter's insurance. Regardless of whether you live in a house, condo or apartment, replacing your stuff or defending yourself against a liability lawsuit can take a big toll on your bank account.

WHAT IS USUALLY COVERED?

- Basic home insurance policies are generally known by their number. Both the HO-4 (for renters) and HO-6 (for condo owners) policies cover losses to your personal property from 17 types of peril:
- Fire or lightning
- Windstorm or hail
- Explosion
- Riot or civil commotion
- Aircraft
- Vehicles
- Smoke
- Vandalism or malicious mischief
- Theft
- Damage by glass or safety-glazing material that is part of a building
- Volcanic eruption
- Falling objects
- Weight of ice, snow, or sleet
- Water-related damage from home utilities
- Electrical surge damage

Sounds like quite a lot, doesn't it? You may notice, however, that floods and earthquakes aren't on the list. If you live in an area prone to those, you'll need to buy a separate policy or a rider on your renter's policy. In some coastal regions, where hurricanes can cause mass destruction, you may also need to buy a separate rider to cover you from windstorm damage.

WHAT IS COVERED? ACV VERSUS REPLACEMENT COST COVERAGE

One thing you want to look at when you shop for insurance is whether the company will be writing “actual cash value” (ACV) or “replacement cost coverage.” As the name implies, ACV coverage will pay only for what your property was worth at the time it was damaged or stolen.

So, if you bought a television five years ago for \$300, it would be worth significantly less today. While you’d still need to shell out about \$300 for a new one, your insurance company will pay only for what the old one was worth, minus your deductible. Replacement cost coverage, on the other hand, will pay for what it actually costs to replace the items you lost. Usually, you’ll have to pay out of your own pocket to replace your damaged items and submit the receipts to the claims adjuster for reimbursement. Even so, you’ll still get a bigger chunk of change back than if you bought ACV coverage.

In some places, most companies write ACV coverage. In others, they’ll quote you replacement cost coverage by default. Replacement cost coverage will cost you more in premiums, but it also will pay out more if you ever need to file a claim. Make sure you also let your agent know about any particularly valuable items you have. Things like jewelry, antiques and electronics may be covered up to a certain amount, but if you have some items that are unusually expensive, like a diamond ring, you’ll probably need to purchase a separate rider. If you don’t talk to your agent about an expensive item when you buy the policy, you probably won’t be able to recover the loss.

FOOTING THE BILL WHEN YOUR HOME IS UNLIVABLE

If your apartment becomes unlivable due to a fire, burst pipes or for any other reason that is covered by your policy, renter’s insurance will cover your “additional living expenses.” Generally, that means paying for you to live somewhere else, such as another apartment that is in a similar price range as your original place.

This coverage has a limit of about 30% to 40% of the total value of the policy. So, if you’re insured for \$100,000 your “additional living expenses” limit will be \$30,000 or \$40,000, depending on your individual policy. Your insurance company will continue to pay while your home is being repaired or rebuilt, or until you permanently relocate. However, sometimes 12 months is the longest an insurance company will continue paying. Other times, you’re limited to what the insurance company considers a “reasonable length of time.”

ADDITIONAL BENEFITS

Renter’s insurance has additional benefits that might not immediately come to mind. For example, if you own a waterbed, a waterbed liability provision is standard in most policies, according to Mike Binns, personal lines underwriting manager for Farmers Insurance Co. If your waterbed bursts and the water ends up in the apartment below yours, renter’s insurance will cover the damage.

Liability protection is also standard with most renter’s policies. This means that if someone in your apartment slips and falls, you’re covered for any costs, up to your liability limit. And if this person should choose to sue you, you’re covered for what they win in a court judgment up to your policy’s limit, along with legal expenses, too, because, according to Binns, your insurance company agrees to defend you under your liability protection provision.

WHAT'S THIS GOING TO COST ME?

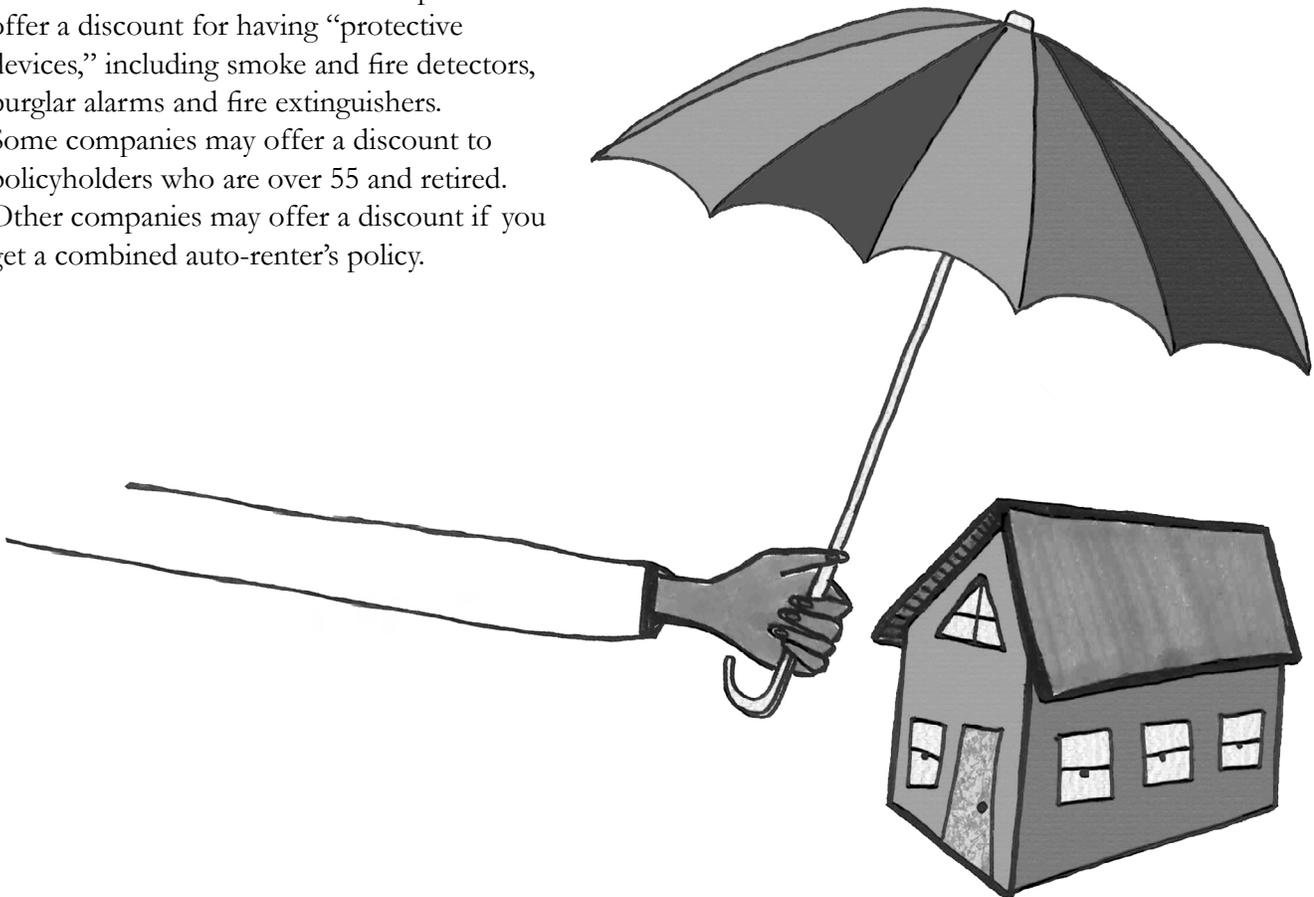
Just like any other insurance policy, your premium depends on a number of factors: where you live, your deductible, your insurance company and if you need any additional coverage. However, if you don't need any extra coverage for expensive jewelry or computers, and you shop around, you probably will pay somewhere between \$150 and \$300 per year for coverage, according to Jayna Neagle, a spokesperson for the Insurance Information Institute. That will get you about \$30,000 to \$35,000 worth of coverage for your personal possessions and somewhere between \$100,000 and \$300,000 worth of liability protection.

KEEPING YOUR PREMIUM LOW

Renter's and condo policies usually cost less than homeowner's policies. While some factors will be out of your control: where you live or the materials in which your building is made. There are ways, however, you may keep your premium low.

Increasing your deductible (the amount you pay before your coverage kicks in) is one way to keep your costs down. However, be sure that you'll be able to afford whatever deductible you choose. If you're thinking about getting a dog, you may want to think twice. Some insurance companies are skittish about writing policies for owners of certain breeds: Rottweilers, Pit Bulls and Doberman Pinschers might make purchasing renter's insurance difficult, especially if they've bitten people in the past.

Other available discounts will depend on your insurance company -- be sure to ask what discounts it offers. Most companies offer a discount for having "protective devices," including smoke and fire detectors, burglar alarms and fire extinguishers. Some companies may offer a discount to policyholders who are over 55 and retired. Other companies may offer a discount if you get a combined auto-renter's policy.



HANDLING A CLAIM

- The following tips are provided to educate and inform you about how you might handle a claim:
- Promptly notify your insurance company or agent of your loss.
- Make a detailed list and description of damage, including photographs if possible. Collect your canceled checks, receipts and other documents to help the adjuster set a value on damaged or destroyed property.
- Review your coverage. You might not be aware, for example, that your homeowners or renters policy pays for debris removal and for emergency housing and living expenses if your loss forces you to move temporarily. If you can't find your policy, ask your agent or company for a copy.
- Do not make permanent repairs before an insurance adjuster inspects your home. Make only temporary repairs to protect your home from looting or further damage. The insurance company might deny your claim if you make permanent repairs before the adjuster inspects the damage.
- If damage in your area is extensive, take extra steps to help your insurance company's adjuster find you. Make sure your address is visible from the street. Paint your insurer's name, your policy number and your temporary address on a plywood sign.
- If possible, be present during the insurance adjuster's inspection and take notes on the discussion. You might want your own contractor/builder present to represent your interests.
- Keep good notes on all contacts with your insurance company and adjuster. Your chance of getting a satisfactory settlement improves when you are well prepared with the facts. Write down names, dates, and who said what. Remember, good record help your cause if you want to complain to the Department of Insurance about an insurance company's decision or contest it in court.
- Don't agree to a final claim settlement until you are satisfied that it is fair. You're entitled to obtain independent estimates if you wish.
- After major claims events (disasters, storms etc), "public adjusters" offer to help victims pursue their insurance claims for a price. You probably don't need a public adjuster, but if you hire one, be sure about the fee. Usually, it's a percentage of your claim payment.
- Get more than one bid for construction or repair work. Try to use a local contractor with a good reputation. Large claims events like storms often attract fly-by-night operators who do shoddy work or skip town after receiving advance payments.

APPENDIX B: RESOURCES

76 C.V.O.E.O. PROGRAMS

Champlain Valley Head Start
Champlain Valley Weatherization
Community Action

- 77 Chittenden Emergency Food Shelf
The Fair Housing Project – *Services Available Statewide*
Financial Futures
The Mobile Home Program – *Services Available Statewide*
Vermont Tenants – *Services Available Statewide*
Voices Against Violence

78 STATEWIDE COMMUNITY ACTION OFFICES

Bennington/Rutland Opportunities Council (BROC)
Capstone Community Action
Northeast Kingdom Community Actions (NEKCA)
South Eastern Vermont Community Action (SEVCA)

79 LEGAL ASSISTANCE

The Lawyer Referral Service
Legal Clinics - Low Income
Legal Clinics - Open to anyone
The Vermont Apartment Owners Association, LLC
Vermont Legal Aid, Inc.

80 HOUSING AND LIFE SAFETY CODE INSPECTIONS

Municipal Code Enforcement Offices
Town Health Officers
Vermont Department of Public Safety, Division of Fire Safety
Vermont Department of Health

80 ADDITIONAL VERMONT STATE OFFICES

Attorney General's Office, Consumer Assistance Program
Vermont Department of Public Service, Consumer Affairs Division

81 CODES, LAWS, AND STATUTES

- 81 The Vermont Statutes on Renting
91 Rental Housing Health Code

CVOEO PROGRAMS

CHAMPLAIN VALLEY HEAD START

Head Start serves children 3 to 5 years old and their families. **Early Head Start** serves pregnant women and children from birth to age 3 and their families. *Services include:* Early education services, health services, nutrition services, mental health services, services for children with special needs, parent leadership development and social service supports.

Administrative Office
431 Pine St.
Burlington, VT 05401
802-651-4180 or 800-854-9648

Addison County
10 Merchants Row, Ste. 207
Middlebury VT 05753
802-388-9881

Chittenden County
4 Kellogg Rd.
Essex Junction, VT 05452
802-872-2819

Franklin/Grand Isle County
5 Lemnah Drive
St. Albans, VT 05478
802-524-5876

CHAMPLAIN VALLEY WEATHERIZATION

CVOEO Weatherization is the local service provider for Vermont's Weatherization Program in the Champlain Valley, including Addison, Chittenden, Franklin and Grand Isle counties. *Services for eligible participants include:* Energy audit, insulation, heating system check-up, lighting and appliance upgrades when applicable and renovation construction services.

589 Avenue D, Suite 10,
Williston, VT 05495
802-951-0151
cvws@cvoeo.org

COMMUNITY ACTION

CVOEO operates Community Action Offices in Chittenden, Franklin, Grand Isle and Addison counties. *Services include:* General Assistance, Fuel and Utility Assistance, Housing Assistance, Volunteer Income Tax Assistance (VITA), Advocacy and Outreach and Emergency Food Shelves in Franklin, Grand Isle and Addison Counties. All offices can be found at www.cvoeo.org or:

Addison Community Action
54 Creek Road, Suite A
Middlebury, VT 05753
802-388-2285

Chittenden Community Action
255 South Champlain St.
Burlington, VT 05401
802-863-6248

Franklin/Grand Isle Community Action
5 Lemnah Drive
St. Albans, VT 05478
802-527-7392

CHITTENDEN EMERGENCY FOOD SHELF

The **Food Shelf** works to alleviate hunger by feeding people and cultivating opportunities. As the largest direct service emergency food provider in Vermont, CEFS serves over 12,000 people each year. Services include: a Food Shelf, Soup Kitchen, The Community Kitchen Academy the Good Food Truck, Homebound Grocery Delivery, Brown Bag Lunches, Project Angel Food and Anne's Clothing Corner.

228 N Winooski Ave,
Burlington, VT 05401
802-658-7939
www.feedingchittenden.org

THE FAIR HOUSING PROJECT

The **Fair Housing Project** works with partners to eradicate housing discrimination in Vermont and to foster housing opportunities for people in protected classes under federal and state fair housing law. *Services include:* individual assistance and referrals, workshops, seminars, public outreach and assistance in municipal planning and zoning.

255 South Champlain St.
Burlington, VT 05401
802-864-3334 x 202
www.VTfairhousing.org
www.cvoeo.org

FINANCIAL FUTURES

The **Financial Futures Program** provides people with the skills needed to stabilize their finances, grow household assets, become more independent and secure financial opportunities. *Services include:* the Growing Money financial education program, Individual Development Accounts program and the Micro Business Development Program.

255 South Champlain St.
Burlington, VT 05401
802-860-1417 x 114
www.cvoeo.org

THE MOBILE HOME PROGRAM

The **Mobile Home Program** works with residents of mobile homes throughout Vermont. *Services include:* Education and Outreach, housing counseling, park sale, cooperative and closure assistance, lot rent mediation assistance, public education and advocacy.

255 South Champlain St.
Burlington, VT 05401
802-660-3455 x204
www.cvoeo.org

VERMONT TENANTS

Vermont Tenants is a statewide program providing information on Vermont's landlord/tenant statutes. *Services include:* Education and Outreach, hot-line and walk-in services, educational workshops, classes and public advocacy and The Rent Right Program.

255 South Champlain St.
Burlington, VT 05401
802-864-0099 or
1-800-287-7971
www.VTtenants.org

VOICES AGAINST VIOLENCE

Voices Against Violence offers support and advocacy to victims/survivors of domestic and sexual violence and their children in Franklin and Grand Isle Counties. *Services include:* Crisis intervention, emergency shelter, 24 hour hotline, transitional housing, supervised visitation, prevention education and community awareness.

P.O. Box 72
St. Albans, VT 05478
802-524-6575
www.cvoeo.org

COMMUNITY ACTION OFFICES OUTSIDE OF THE CHAMPLAIN VALLEY

BENNINGTON/RUTLAND OPPORTUNITIES COUNCIL (BROC)

BROC works to change conditions that either cause poverty or stand in the way of its elimination. Community Action assists low-income Vermonters with basic needs, as well as helping them develop skills and resources for self-sufficiency through employment opportunities. *Services include:* General Assistance, Fuel and Utility Assistance, Housing Assistance, Advocacy and Outreach, Weatherization, Rental Housing, Jen's Motel, Thrift Store, Food Shelf, Food and Nutrition Services, Child Care Food Program, Micro Business Development, Financial Education, Employment Training.

Rutland Office (Admin)
45 Union St.
Rutland, VT 05701
802-775-0878
1-800-717-2762

Bennington Office
332 Orchard Rd.
Bennington VT, 05201
802-447-7515
www.broc.org

CAPSTONE COMMUNITY ACTION

Capstone provides comprehensive services to help people achieve economic well-being with dignity and develops partnerships to strengthen Vermont communities. Our commitment is to alleviate the suffering caused by poverty, to work with individuals and families to move out of poverty, and to advocate for economic justice for all Vermonters. *Services include:* Food & Nutrition Programs, Home Heating & Utility Assistance, Housing Counseling & Services, Child Care Food Program, Children's Hour Supervised Visitation, Family Literacy Center, Head Start, Community Kitchen Academy, Job Training, Micro Business Development Program, Tax Preparation Program, Transportation Support.

20 Gable Place
Barre, VT 05641
802-479-1053
www.capstonevt.org

NORTHEAST KINGDOM COMMUNITY ACTION

Believing in each individual's potential for positive growth and change, **NEKCA** is committed to empowering those who seek assistance to improve the quality of their lives. We provide direct program activities, referrals, advocacy, and education in a non-judgmental manner to people and communities in the Northeast Kingdom. *Services include:* Head Start, Youth Services, Thrift Store, Job Training, Child Care Support Services, Parent Information Resource Center, Family Support Worker & Nurse, Parent Child Centers, Foodshelf, crisis fuel assistance, electrical disconnect assistance, Micro Business Development Program (MBDP), Community & Justice Programs.

70 Main St.
Newport, VT 05855
802-334-7316
nekcavt.org

SOUTH EASTERN VERMONT COMMUNITY ACTION

SEVCA was created in 1965 as a part of the nationwide 'War on Poverty' and chartered as a Community Action Agency (CAA)—a private non-profit corporation, locally initiated and governed, and designated by local, state and federal officials as the 'anti-poverty agency' serving Windham and Windsor Counties. *Services include:* Workforce Development and Training, Volunteer Income Tax Assistance (VITA) Program, Micro Business Program, Crisis Fuel and Utility Assistance, Housing Counseling, Crisis Resolution, Head Start, Parenting Services, Weatherization, Thrift Stores.

91 Buck Drive
Westminster, VT 05158
802-722-4575
1-800-464-9951
www.sevca.org

LEGAL ASSISTANCE

THE LAWYER REFERRAL SERVICE

Maintains a listing of Vermont private attorneys who have indicated an interest in landlord/tenant matters. Up to a maximum of \$25 for first half-hour consultation. Fees charged according to individual attorney's rates after first half hour.

1-800-639-7036

LEGAL CLINICS - LOW INCOME

Bennington County Legal Assistance Project
802-447-8500

Vermont Volunteer Lawyers Project (statewide)
800-639-8857 x118

Windsor/Orange Legal Assistance Project
802-223-2020

Windham County Legal Assistance Project
802-223-2020

LEGAL CLINICS - OPEN TO ANYONE

Caledonia County Legal Clinic - 802-748-6600

Community Restorative Justice Center (Caledonia)
802-748-2977

Lamoille County Legal Clinic - 802-253-7165

Rutland Pilot Project - 802-223-2020

Washington County Legal Clinic - 802-479-4205

South Royalton Legal Clinic - 802-831-1500

THE VERMONT APARTMENT OWNERS ASSOCIATION, LLC

A trade association representing both commercial and residential landlords in the state of Vermont.

P.O. Box 701
5203 Shelburne Road
Shelburne, VT 05482

www.vtlandlord.com
802-985-2764
888-569-7368

VERMONT LEGAL AID, INC.

Offices throughout the state offering financially eligible tenants advice on all aspects of landlord/tenant problems and representation in court actions.

800-889-2047
www.vtlegalaid.org
www.vtlawhelp.org

HOUSING AND LIFE SAFETY CODE INSPECTIONS

MUNICIPAL CODE ENFORCEMENT OFFICES

Barre City 802-476-0263
Bennington 802-442-1037
Brandon 802-247-3635
Brattleboro 802-254-4831
Burlington 802-863-0442
Rutland 802-773-1800
Montpelier 802-233-9504
Winooski 802-655-6410

TOWN HEALTH OFFICERS

Inspect for compliance with Vermont's Rental Housing Health Code and can be located either by calling your local town offices or at The Vermont Department of Health website at:

healthvermont.gov/local/tho/tho_list.aspx

VERMONT DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE SAFETY

Fire and Electrical safety inspections.

802-828-2106
www.dps.state.vt.us/fire/

VERMONT DEPARTMENT OF HEALTH

In addition to overseeing Town Health Officers, The Department of Environmental Health assists in issues of water quality, sewage, lead, asbestos and other public health related problems.

1-800-464-4343

ADDITIONAL VERMONT STATE OFFICES

ATTORNEY GENERALS OFFICE, CONSUMER ASSISTANCE PROGRAM

Assists in the resolution of consumer complaints. Investigates when there are a number of complaints against the same business.

1-800-649-2424

VERMONT DEPARTMENT OF PUBLIC SERVICE, CONSUMER AFFAIRS DIVISION

Addresses questions about utility collection practices, disconnection and deposits for consumers of utilities such as electric, telephone, cable and piped natural gas.

1-800-622-4496

THE VERMONT STATUTES

TITLE 9: COMMERCE AND TRADE CHAPTER 137: RESIDENTIAL RENTAL AGREEMENTS

§ 4451. DEFINITIONS

As used in this chapter:

- (1) “Actual notice” means receipt of written notice hand-delivered or mailed to the last known address. A rebuttable presumption that the notice was received three days after mailing is created if the sending party proves that the notice was sent by first class or certified U.S. mail.
- (2) “Building, housing, and health regulations” means any law, ordinance, or governmental regulation concerning health, safety, sanitation, or fitness for habitation, or concerning the construction, maintenance, operation, occupancy, use, or appearance of any premises or dwelling unit.
- (3) “Dwelling unit” means a building or the part of a building that is used as a home, residence, or sleeping place by one or more persons who maintain a household.
- (4) “Landlord” means the owner, lessor, or where applicable, the sublessor of a residential dwelling unit or the building of which it is a part.
- (5) “Normal wear and tear” means the deterioration which 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.
- (6) “Premises” means a dwelling unit, its appurtenances and the building, and the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant.
- (7) “Rent” means all consideration to be made to or for the benefit of the landlord under the rental agreement, not including security deposits.
- (8) “Rental agreement” means all agreements, written or oral, embodying terms and conditions concerning the use and occupancy of a dwelling unit and premises.
- (9) “Tenant” means a person entitled under a rental agreement to occupy a residential dwelling unit to the exclusion of others. (*Added 1985, No. 175 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.), § 44.*)

§ 4452. EXCLUSIONS

Unless created to avoid the application of this chapter, this chapter does not apply to any of the following:

- (1) occupancy at a public or private institution, operated for the purpose of providing medical, geriatric, educational, counseling, religious, or similar service;
- (2) occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the interest of the purchaser;

(3) occupancy by a member of a fraternal, social, or religious organization in the portion of a building operated for the benefit of the organization;

(4) transient occupancy in a hotel, motel, or lodgings during the time the occupancy is subject to a tax levied under 32 V.S.A. chapter 225;

(5) occupancy by the owner of a condominium unit or the holder of a proprietary lease in a cooperative;

(6) rental of a mobile home lot governed by 10 V.S.A. chapter 153; or

(7) transient residence in a campground, which for the purposes of this chapter means any property used for seasonal or short-term vacation or recreational purposes on which are located cabins, tents, or lean-tos, or campsites designed for temporary set-up of portable or mobile camping, recreational, or travel dwelling units, including tents, campers, and recreational vehicles such as motor homes, travel trailers, truck campers, and van campers. (*Added 1985, No. 175 (Adj. Sess.), § 1; amended 1987, No. 116, § 1; 1987, No. 252 (Adj. Sess.), § 1; 2007, No. 196 (Adj. Sess.), § 1.*)

§ 4453. OBLIGATIONS IMPLIED

Obligations imposed on landlords and tenants under this chapter shall be implied in all rental agreements. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4454. ATTEMPT TO CIRCUMVENT

No rental agreement shall contain any provision which attempts to circumvent or circumvents obligations and remedies established by this chapter and any such provision shall be unenforceable and void. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4455. TENANT OBLIGATIONS; PAYMENT OF RENT

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) An increase in rent shall take effect on the first day of the rental period following no less than 60 days' actual notice to the tenant. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4456. TENANT OBLIGATIONS; USE AND MAINTENANCE OF DWELLING UNIT

(a) The tenant shall not create or contribute to the noncompliance of the dwelling unit with applicable provisions of building, housing, and health regulations.

(b) The tenant shall conduct himself or herself and require other persons on the premises with the tenant's consent to conduct themselves in a manner that will not disturb other tenants' peaceful enjoyment of the premises.

(c) The tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.

(d) Unless inconsistent with a written rental agreement or otherwise provided by law, a tenant may terminate a tenancy by actual notice given to the landlord at least one rental payment period prior to the termination date specified in the notice.

(e) If a tenant acts in violation of this section, the landlord is entitled to recover damages, costs, and reasonable attorney's fees, and the violation shall be grounds for termination under subsection 4467(b) of this title. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4456A. RESIDENTIAL RENTAL APPLICATION FEES; PROHIBITED

A landlord or a landlord's agent shall not charge an application fee to any individual in order to apply to enter into a rental agreement for a residential dwelling unit. This section shall not be construed to prohibit a person from charging a fee to a person in order to apply to rent commercial or nonresidential property. *(Added 1999, No. 115 (Adj. Sess.), § 5.)*

§ 4457. LANDLORD OBLIGATIONS; HABITABILITY

(a) Warranty of habitability. In any residential rental agreement, the landlord shall be deemed to covenant and warrant to deliver over and maintain, throughout the period of the tenancy, premises that are safe, clean, and fit for human habitation and which comply with the requirements of applicable building, housing, and health regulations.

(b) Waiver. No rental agreement shall contain any provision by which the tenant waives the protections of the implied warranty of habitability. Any such waiver shall be deemed contrary to public policy and shall be unenforceable and void.

(c) Heat and water. As part of the implied warranty of habitability, the landlord shall ensure that the dwelling unit has heating facilities which are capable of safely providing a reasonable amount of heat. Every landlord who provides heat as part of the rental agreement shall at all times supply a reasonable amount of heat to the dwelling unit. The landlord shall provide an adequate amount of water to each dwelling unit properly connected with hot and cold water lines. The hot water lines shall be connected with supplied water-heating facilities which are capable of heating sufficient water to permit an adequate amount to be drawn. This subsection shall not apply to a dwelling unit intended and rented for summer occupancy or as a hunting camp. *(Added 1985, No. 175 (Adj. Sess.), § 1.)*

§ 4458. HABITABILITY; TENANT REMEDIES

(a) If the landlord fails to comply with the landlord's obligations for habitability and, after receiving actual notice of the noncompliance from the tenant, a governmental entity or a qualified independent inspector, the landlord fails to make repairs within a reasonable time and the noncompliance materially affects health and safety, the tenant may:

- (1) withhold the payment of rent for the period of the noncompliance;
- (2) obtain injunctive relief;
- (3) recover damages, costs, and reasonable attorney's fees; and
- (4) terminate the rental agreement on reasonable notice.

(b) Tenant remedies under this section are not available if the noncompliance was caused by the negligent or deliberate act or omission of the tenant or a person on the premises with the tenant's consent. *(Added 1985, No. 175 (Adj. Sess.), § 1; 1999, No. 115 (Adj. Sess.), § 6.)*

§ 4459. MINOR DEFECTS; REPAIR AND DEDUCT

(a) If within 30 days of notice, the landlord fails to repair a minor defect in order to comply with this chapter or a material provision of the rental agreement, the tenant may repair the defect and deduct from the rent the actual and reasonable cost of the work, not to exceed one-half of one month's rent. The tenant shall provide the landlord with actual notice of the cost of the repair when the cost is deducted from the rent.

(b) The tenant remedies under this section are not available if the noncompliance was caused by the negligent or deliberate act or omission of the tenant or a person on the premises with the tenant's consent. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4460. ACCESS

(a) A landlord may enter the dwelling unit with the tenant's consent, which shall not be unreasonably withheld.

(b) A landlord may also enter the dwelling unit for the following purposes between the hours of 9:00 A.M. and 9:00 P.M. on no less than 48 hours' notice:

- (1) when necessary to inspect the premises;
- (2) to make necessary or agreed repairs, alterations, or improvements;
- (3) to supply agreed services; or
- (4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(c) A landlord may only enter the dwelling unit without consent or notice when the landlord has a reasonable belief that there is imminent danger to any person or to property. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4461. SECURITY DEPOSITS

(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

(b) The landlord may retain all or a portion of the security deposit for:

- (1) nonpayment of rent;
- (2) damage to property of the landlord, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the tenant;
- (3) nonpayment of utility or other charges which the tenant was required to pay directly to the landlord or to a utility; and
- (4) expenses required to remove from the rental unit articles abandoned by the tenant.

(c) A landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days from the date on which the landlord discovers that the tenant vacated or abandoned the dwelling unit, or the date the tenant vacated the dwelling unit, provided the landlord received notice from the tenant of that date. In the case of the seasonal occupancy and rental of a dwelling unit not intended as a primary residence, the security deposit and written statement shall be returned within 60 days.

(d) The landlord shall comply with this section by hand-delivering or mailing the statement and any payment required to the last known address of the tenant.

(e) If a landlord fails to return the security deposit with a statement within 14 days, the landlord forfeits the right to withhold any portion of the security deposit. If the failure is wilful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.

(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a Housing Board of Review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The Board's actions shall be reviewable under 24 V.S.A. § 5006. (*Added 1985, No. 175 (Adj. Sess.), § 1; amended 1987, No. 116, § 2; 1991, No. 229 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.), § 45.*)

§ 4462. ABANDONMENT; UNCLAIMED PROPERTY

(a) A tenant has abandoned a dwelling unit if:

(1) there are circumstances which would lead a reasonable person to believe that the dwelling unit is no longer occupied as a full-time residence;

(2) rent is not current; and

(3) the landlord has made reasonable efforts to ascertain the tenant's intentions.

(b) If the tenant abandons the dwelling unit the tenant shall remain liable for rent until the expiration of the rental agreement. However, if the landlord rents the dwelling unit before the expiration of the rental agreement, the agreement terminates on the date of the new tenancy.

(c)

(1) If any property, except trash, garbage, or refuse, is unclaimed by a tenant who has abandoned a dwelling unit, the landlord shall give written notice to the tenant mailed to the tenant's last known address that the landlord intends to dispose of the property after 60 days if the tenant has not claimed the property and paid any reasonable storage and other fees incurred by the landlord. The landlord shall place the property in a safe, dry, secured location, but may dispose of any trash, garbage, or refuse left by the tenant. The tenant may claim the property by providing the landlord with the following within 60 days after the date of the notice:

(A) a reasonable written description of the property; and

(B) payment of the fair and reasonable cost of storage and any related reasonable expenses incurred by the landlord.

(2) If the tenant does not claim the property within the required time, the property shall become the property of the landlord. If the tenant claims the property within the required time, the landlord shall immediately make the property available to the tenant at a reasonable place and the tenant shall take possession of the property at that time and place.

(d) Any personal property remaining in the dwelling unit or leased premises after the tenant has vacated may be disposed of by the landlord without notice or liability to the tenant or owner of the personal property, provided that one of the following has occurred:

(1) The tenant provided actual notice to the landlord that the tenant has vacated the dwelling unit or leased premises.

(2) The tenant has vacated the dwelling unit or leased premises at the end of the rental agreement. (*Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.), § 46.*)

§ 4463. ILLEGAL EVICTIONS

(a) No landlord may willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant, except for temporary interruptions for emergency repairs.

(b) No landlord may directly or indirectly deny a tenant access to and possession of the tenant's rented or leased premises, except through proper judicial process.

(c) No landlord may directly or indirectly deny a tenant access to and possession of the tenant's property, except through proper judicial process. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4464. REMEDIES FOR ILLEGAL EVICTIONS

(a) Any tenant who sustains damage or injury as a result of an illegal eviction may bring an action for injunctive relief, damages, costs, and reasonable attorney's fees.

(b) A court may award reasonable attorney's fees to the landlord if, upon motion and hearing, it is determined that the action was not brought in good faith and was frivolous or intended for harassment only. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4465. RETALIATORY CONDUCT PROHIBITED

(a) A landlord of a residential dwelling unit may not retaliate by establishing or changing terms of a rental agreement or by bringing or threatening to bring an action against a tenant who:

(1) has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health regulation of a violation applicable to the premises materially affecting health and safety;

(2) has complained to the landlord of a violation of this chapter; or

(3) has organized or become a member of a tenant's union or similar organization.

(b) If the landlord acts in violation of this section, the tenant is entitled to recover damages and reasonable attorney's fees and has a defense in any retaliatory action for possession.

(c) If a landlord serves notice of termination of tenancy on any grounds other than for nonpayment of rent within 90 days after notice by any municipal or State governmental entity that the premises are not in compliance with applicable health or safety regulations, there is a rebuttable presumption that any termination by the landlord is in retaliation for the tenant having reported the noncompliance. (*Added 1985, No. 175 (Adj. Sess.), § 1; amended 2007, No. 176 (Adj. Sess.), § 47.*)

§ 4466. **REPEALED.** 1987, No. 74, § 2(b).

§ 4467. **TERMINATION OF TENANCY; NOTICE**

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) In all cases the termination date shall be specifically stated in the notice.

(g) If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.

(j)

(1) A landlord's acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord's remedies to proceed with an eviction action based on any of the following:

(A) the tenant's breach of the terms of a rental agreement pursuant to subsection (b) of this section;

(B) the tenant's breach of the tenant's obligations pursuant to subsections 4456(a), (b), and (c) of this title; or

(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced no later than 60 days from the termination date set forth in the notice. (*Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), §§ 2, 2a; 2007, No. 176 (Adj. Sess.), § 48; 2009, No. 129 (Adj. Sess.), § 2.*)

§ 4468. Termination of tenancy; action for possession

If the tenant remains in possession after termination of the rental agreement, without the express consent of the landlord, the landlord may bring an action for possession, damages and costs under 12 V.S.A. chapter 169, subchapter 3. (*Added 1985, No. 175 (Adj. Sess.), § 1.*)

§ 4469. **REPEALED. 1999, NO. 26, § 6, EFF. FEBRUARY 15, 2003.**

§ 4469A. TERMINATION OF OCCUPANCY OF FARM EMPLOYEE HOUSING

(a) As used in this section:

(1) “Farm employee” means an individual employed by a farm employer for farming operations.

(2) “Farm employer” means a person earning at least one-half of his or her annual gross income from the business of farming as that term is defined in Section 1.175-3 of the regulations issued by the U.S. Department of the Treasury under the Internal Revenue Code, as amended.

(3) “Housing provided as a benefit of farm employment” means housing owned or controlled by the farm employer, whether located on or off the farm premises, and provided for the occupancy of the farm employee and the farm employee’s family or household members for no payment other than the farm employee’s labor. Payment of utility and fuel charges paid by the farm employee does not affect the designation of housing provided as a benefit of farm employment.

(b) Unless otherwise provided in a written employment contract, a farm employer who provides housing to a farm employee and the farm employee’s family or household members as a benefit of the employment may terminate that benefit and all rights of the employee and the employee’s family or household members to occupy the housing when the employee’s employment is terminated.

(c) The termination of the housing benefit shall be by written notice served upon the former farm employee by a law enforcement officer in accordance with Rule 4 of the Vermont Rules of Civil Procedure. The notice shall be served together with a summons and complaint seeking a writ of possession under this section to remove the former farm employee from occupancy of the farm housing. The notice shall include the following statements, in boldface print:

“Your employment and housing benefit have been terminated.

“Your employer has filed a legal proceeding in _____ County Superior Court to obtain a court order directing you and any family or household member cohabitating in the dwelling to vacate and leave the dwelling and remove all of your possessions. The address and telephone number of the Court are as follows:

“The Court will hold a hearing on your former employer’s request for a court order directing you to leave and vacate the dwelling. The hearing will be held on _____ at _____ in the _____ am/pm at the courthouse at the address listed above. You have the right to be served with notice of the hearing at least ten days prior to the hearing date. You have the right to appear at this hearing. At the hearing, your former employer must prove that the dwelling is needed for housing a replacement employee, and that your failure to vacate is causing actual hardship.

“If you believe that your employment was terminated wrongfully, that your dwelling house was not habitable, or if you have any other claim against your former employer, you may file a counterclaim against your former employer as explained in the summons and complaint that are being served upon you with this notice.

“Filing a counterclaim against your former employer will not delay or stop the Court from ordering you to leave and vacate the dwelling.

“You may wish to seek legal advice from a licensed attorney. If you believe you cannot afford an attorney, you may contact the Clerk of the Court listed above for information about the availability of an attorney at public expense, although you may not be entitled to an attorney at public expense.”

(d) A farm employer shall be entitled to a show cause hearing on an expedited basis for the purpose of demonstrating that the failure of the former farm employee to vacate the farm housing is causing an actual hardship to the farm employer. The show cause hearing shall be held not less than 10 calendar days after service on the former employee of the notice described in subsection (c) of this section. The issue before the Court at the hearing shall be whether the farm employer has suffered actual hardship because of the unavailability of the farm housing for a replacement employee.

(e) If the Court finds that the farm employer has suffered actual hardship because of the unavailability of the farm housing for a replacement employee, the Court shall enter an order approving a writ of possession, which shall be executed no sooner than five days nor later than 30 days after the writ is served, to put the plaintiff into possession.

(f) If the Court does not make a finding on behalf of the farm employer, the farm employer may seek an eviction pursuant to sections 4467 and 4468 of this title and 12 V.S.A. chapter 169, subchapter 3. In any action pursuant to this section, the farm employer may file a motion for payment of the reasonable rental value of the premises into Court pursuant to 12 V.S.A. § 4853a.

(g) The right of a former farm employee to pursue any claim that he or she may have against the former farm employer by way of a counterclaim in a civil action brought pursuant to this section is expressly preserved. The assertion of a counterclaim shall not have the effect of delaying or preventing the removal of the employee from the housing, nor shall the employee be entitled to obtain injunctive relief in the form of repossession of farm housing. A former employee who prevails on a counterclaim shall be entitled to relief as provided by applicable law.

(h) Sections 4455, 4461, and 4467 of this chapter shall not apply to housing provided to a farm employee as a benefit of the employment. (*Added 2009, No. 89 (Adj. Sess.), § 2, eff. April 28, 2010.*)

**State of Vermont
Agency of Human Services**

**DEPARTMENT OF HEALTH
108 Cherry Street
Burlington, Vermont 05401
800-464-4343**

RENTAL HOUSING HEALTH CODE

Effective: March 1, 2006



VERMONT HEALTH REGULATIONS
CHAPTER 5, ENVIRONMENTAL HEALTH
SUBCHAPTER 16, RENTAL HOUSING HEALTH CODE

I. GENERAL PROVISIONS

- A. Purpose.** The purpose of this code is to protect the health, safety and well-being of the occupants of rental housing. This code establishes minimum health and habitability standards that all residential rental housing in Vermont must conform to.
- B. Authority.** This code is adopted under the authority of 18 VSA § 102, 3 VSA § 3003(a) and 3 VSA § 801(b)(11).
- C. Scope.**
1. This Rental Housing Health Code shall apply to all rented dwellings, dwelling units, rooming houses, rooming units and mobile home lots used as a regular residence.
 2. This code does not apply to transient occupancy in a hotel, motel or other lodging licensed by the Department of Health during the time the occupancy is subject to a tax levied under 32 V.S.A. Chapter 225.

II. DEFINITIONS

- Common Space:** Means all interior passageways, hallways, foyers, stairways, basements and other rooms in a dwelling or rooming house used or intended for use by the occupants of more than one dwelling unit or rooming unit.
- Dwelling:** Means a rented building or structure which is wholly or partly used or intended to be used as a primary residence for living or sleeping by human inhabitants. This includes rented mobile homes and 'housing provided as a benefit of farm employment' as defined in 9 VSA § 4469 (a)(3).
- Dwelling Unit:** Means a room or group of rooms within a dwelling, or any dwelling forming a single habitable unit used or intended for use for living, sleeping, cooking and eating.
- Garbage:** Means the animal, vegetable or other organic waste resulting from the handling, preparing, cooking, consumption or cultivation of food, and containers and cans

which have contained food unless such containers and cans have been cleaned or prepared for recycling.

- Habitable Room:** Means every room or enclosed floor space, used or intended to be used for living, sleeping, cooking or eating purposes excluding bathrooms, toilet compartments, closets, halls, storage or utility spaces and similar areas.
- Immediate Family:** A person's parents, spouse, children and siblings.
- Infestation:** Means the presence of rodents, cockroaches and other insects that creates a health hazard.
- Local Board of Health:** Means the Selectboard or city council together with the health officer as provided by 18 VSA §§ 601 and 604.
- Local Health Officer:** Means the properly designated and appointed health officer or deputy health officer as authorized and appointed in accordance with 18 VSA § 601.
- Mobile Home:** Means a structure or type of manufactured home as defined in 10 VSA § 6201 (1) that is designed for long-term and continuous residential occupancy.
- Mobile Home Lot:** Means any parcel of land not located in a mobile home park (as defined in 10 V.S.A. § 6201{2}) that is leased to a mobile home owner and established by the owner of the parcel of land as being the area in which the leaseholder establishes a property right by way of a lease. This code is not meant to apply to the rental of a lot in a mobile home park under the jurisdiction of 10 VSA Chapter 153.
- Occupant:** Means a tenant and every person or guest entitled to be living and sleeping in a dwelling, dwelling unit, rooming house or rooming unit or on the premises of a rented mobile home lot.
- Owner:** Means any person who alone, jointly or severally with others
- (a) has legal or equitable title to any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot; or
 - (b) has charge, care, management or control of any premises, dwelling unit, rooming house, rooming unit or mobile home lot; or

(c) is the landlord or lessor of any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot; or

(d) is the authorized agent of the property owner of any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot.

Person: Means every individual, corporation, partnership, government, governmental subdivision or agency, business trust, estate, trust, association, firm, group or any other legal or commercial entity.

Premises: Means the buildings, grounds and facilities associated with a dwelling, dwelling unit, rooming house or rooming unit and the grounds, areas and facilities associated with a rented mobile home lot that are held out for the use of occupants generally or whose use is promised to the occupant.

Rental Housing: Means all dwellings, dwelling units, rooming houses, rooming units, or mobile home lots let by the owner to one or more persons to be used as a regular residence.

Rooming House Means any dwelling or part thereof containing one or more rooming units and/or one or more dormitory rooms in which space is let by the owner or operator to one or more persons who are not immediate family members of the owner.

Rooming Unit: Means the room or group of rooms let to an individual or household for use as living and sleeping, but not for cooking or eating purposes, whether or not common cooking facilities are made available.

Rodent proof: Means construction, installation and maintenance which under foreseeable conditions will prevent the movement of rodents to or from a dwelling or rooming house, or gaining access to food, water or any place where rodents can live, nest or seek shelter. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by rodents by climbing, burrowing or other methods.

Rubbish:	Means combustible and noncombustible waste materials, except garbage, and includes but is not limited to such material as paper, rags, cartons, and boxes.
Ventilation:	Means the adequate supply and removal of air to and from a space through windows, skylights, doors, grilles, ducts or mechanical devices.
Violation:	Means any condition in or on the premises of a rented dwelling, rooming unit, rooming house or rented mobile home lot which fails to meet any requirement of this code.
Watertight:	Means so constructed that the structure is substantially impermeable to the passage of water.
Weathertight:	Means so constructed that the structure resists weather and excludes rain and snow, and prevents the infiltration of air.

III. SANITATION FACILITIES

A. Kitchen Facilities: Every dwelling unit shall contain within the unit space to store, prepare and serve foods in a sanitary manner, including the presence of a kitchen sink.

B. Bathroom Facilities

1. Every dwelling unit shall contain within the unit a flush toilet, sink and bathtub or shower located in a room or rooms separate from the habitable rooms and which affords privacy.

2. Shared Bathroom Facilities: The occupants of not more than two dwelling units which are located in the same dwelling may share bathroom facilities under the following circumstances:

a) Neither of the two dwelling units contains more than two habitable rooms; however, for the purpose of this section, a kitchen with not more than 60 square feet of floor area is not counted as a room; and

b) The habitable room area of each dwelling unit aggregates not more than 300 square feet; and

c) The toilet and sink are within a room separate from the habitable rooms, which affords privacy and which is accessible to the occupants of

each dwelling unit without going through the dwelling unit of another person or outside the dwelling; and

d) The bathtub or shower is within a room separate from the habitable rooms, which affords privacy and which is accessible to the occupants of each dwelling unit without going through the dwelling unit of another person or outside the dwelling.

3. Rooming Houses

a) Every rooming house shall be equipped with at least one toilet and one sink for each 10 persons and one bathtub or shower for each eight persons or fraction thereof living within the rooming house, including members of the family of the owner if they share use of the facilities.

b) Every toilet, sink and bathtub or shower required by this section shall be located in a room or rooms which: afford privacy and are separate from the habitable rooms and are accessible from a common hall without going outside the rooming house and are not more than one story removed from the rooming unit of any occupant intended to share the facilities.

C. Non-absorbent Surfaces

The floor and counter surfaces of every bathroom and kitchen in dwelling units and rooming houses shall be constructed and maintained to be a smooth, noncorrosive, nonabsorbent and waterproof covering. This shall not prohibit the use of carpeting for floors in kitchens and bathrooms, nor the use of wood for floors in kitchens, provided the following qualifications are met:

1. Carpeting must contain a solid, nonabsorbent, water repellent backing which will prevent the passage of moisture through it to the floor below; and
2. Wood flooring must have a water resistant finish and have no cracks to allow the accumulation of dirt and food, or the harborage of insects.

D. Water Supply/Wastewater Disposal

1. Supply. Every rented mobile home lot shall have access to and every dwelling unit or rooming house shall be connected to: a supply of water sufficient in quantity and pressure to meet the ordinary needs of the occupant(s).

2. Potable Water. Water provided to a rented mobile home lot and to every kitchen sink, bathroom sink and bathtub or shower in a dwelling unit or

rooming house shall be from a public water supply system which is monitored and regulated by the Water Supply Division of the Vermont Department of Environmental Conservation or a private supply free from impurities in amounts sufficient to cause disease or harmful physiological effects as per Vermont Department of Health testing guidelines for private water supplies. Any health-based contaminant in a private water supply that is found to be elevated shall be treated to reduce levels to existing maximum contaminant levels (MCL) or Vermont Health Advisories where no MCL exists.

3. Hot Water. Every kitchen sink, lavatory sink, shower and tub-shower combination shall be connected with water-heating facilities in working order which are capable of safely heating an adequate yield of water. Shower and tub-shower combinations must be plumbed to be able to achieve a hot water temperature greater than or equal to 100°F and remain less than 120°F at the fixture.

4. Water Supply Deficiencies: Owners of dwellings, rooming houses and rented mobile home lots with short-term deficiencies in water quality or quantity must provide occupants with an alternate, adequate and accessible supply of water for drinking and sanitation until a regular source of water is made available.

5. Sewage Disposal: Owners of rented mobile home lots shall provide hook-up to and owners of all dwellings, and rooming houses shall connect all kitchen sinks, toilets, bathroom sinks, bathtubs, showers, washing machines and dishwashers to: a public sewage system if available or to a properly operating subsurface wastewater disposal system. Each wastewater disposal system shall be operated so that sewage does not back-up into the dwelling, flow to the ground surface or directly into a surface water.

6. Plumbing Connections. All plumbing systems shall be maintained in good repair.

E. Garbage, Rubbish and Sanitary Conditions

1. Facilities

- a) Garbage and rubbish which are placed outside a dwelling or rooming house shall be stored in durable, cleanable, watertight receptacles with properly-fitting covers.
- b) The owner of any dwelling or rooming house shall provide and maintain appropriate receptacles for the removal of garbage and rubbish.

2. Collection of Garbage and Rubbish.

a) The owner of any dwelling or rooming house shall assure that arrangements are made for the removal of garbage and rubbish.

b) Garbage and rubbish shall be removed from dwellings and rooming houses as often as is necessary to maintain a sanitary structure, not less than once every week.

3. Responsibilities

a) **Owner Responsibilities:** The owner of every dwelling or rooming house shall be responsible for maintaining in a clean and sanitary condition free of garbage or rubbish all common areas as well as any other part of the premises not used as a dwelling space.

b) **Occupant Responsibilities:** The occupant of every dwelling unit or rooming unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage or rubbish that part of the premises which he or she exclusively occupies.

IV. INSECTS AND RODENTS

A. Owner Responsibilities

1. The owner of a dwelling shall maintain all common spaces free from rodent and insect infestation.

2. The owner of a dwelling shall be responsible for extermination of rodent and insect infestation in all common spaces.

3. The owner of a dwelling shall be responsible for extermination of any rodent and insect infestation in any dwelling unit when infestation in a dwelling unit is caused by his or her failure to maintain the dwelling or infestation exists in two or more of the dwelling units in any dwelling.

4. The owner of a rooming house shall maintain all rooming units and common spaces free from rodent and insect infestation, and shall be responsible for extermination.

B. Occupant Responsibilities. The occupant of each dwelling unit shall maintain that part of the dwelling he or she exclusively occupies free from rodent and insect infestation and shall be responsible for extermination when the infestation is caused by his or her failure to maintain the dwelling unit except as provided for in Section IV, A(3).

- C. Extermination of Rodents and Insects.** Extermination shall be accomplished by eliminating the harborage place of insects, rodents, vermin or other pests, by removing or making inaccessible materials that may serve as their food or breeding ground and by poisoning, spraying, fumigating or trapping.

V. HEATING

Heating facilities in all dwelling units and rooming houses shall meet the following standards:

- A.** Heating facilities shall be provided when the outside temperature is less than 55°F (13°C).
- B.** Heating facilities shall be properly functioning and in good repair.
- C.** Heating facilities shall be able to maintain a room temperature of at least 65°F (18°C) in all habitable rooms, kitchens, and bathrooms. The maintenance of required heating levels shall be accomplished without overheating one room as a means of meeting minimum heating requirements for adjacent rooms. The temperature may be read and the requirement shall be met at a point three feet above floor level and three feet from an exterior wall.
- D.** Heating facilities shall be vented to the outside of the building. Un-vented fuel fired space heaters are prohibited in dwellings or rooming houses.
- E.** Every owner who provides heat as part of the rental agreement to occupants of dwelling units or rooming units shall maintain the provided heat at all times to all habitable rooms, kitchens, and bathrooms when the outside temperature is less than 55°F (13°C).

VI. NATURAL AND MECHANICAL VENTILATION

- A. The owner of dwellings and rooming houses shall provide ventilation to the outdoors as follows so as to not endanger the health and safety of the occupants:**
 - 1. Every habitable room shall include at least one window or door in good repair located on an outside wall that is capable of being opened to admit fresh air.
 - 2. Screens shall be provided for all operable windows and for doors that are providing ventilation when a window is not available. All screens shall be maintained in good repair and be free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies or mosquitoes.

3. All hallways and stairways in common spaces shall be adequately ventilated.

4. Every bath, toilet or shower room shall be ventilated by direct access with the external air either by window, airshaft or ventilation fan. If a ventilation fan is used, it shall be vented directly to the exterior of the building and be of sufficient size to prevent the buildup of moisture.

5. All clothing dryers shall be vented directly to the exterior of the building.

- B. Use of vaporizers/humidifiers:** Vaporizers/humidifiers which cause an elevated relative humidity promoting the growth of microorganisms shall not be used by dwelling or rooming house occupants or owners during the winter months.

VII. LIGHTING AND ELECTRICITY

- A.** Every habitable room in a dwelling unit or rooming house other than a kitchen shall contain at least two duplex electrical outlets or one duplex electrical outlet and one electrical light fixture.
- B.** Every kitchen in a dwelling unit or rooming house shall contain at least one electric light fixture and two duplex electrical outlets.
- C.** Every other room in a dwelling unit or rooming house shall contain at least one electric light fixture.
- D.** All building entrances in dwellings or rooming houses and all common areas in rooming houses or dwellings containing two or more dwelling units shall be adequately lighted to provide for safe and reasonable use and safe access and egress to and from the building.
- E.** All electrical systems in dwellings, rooming houses and on rented mobile home lots shall be maintained in safe working condition.

VIII. STRUCTURAL ELEMENTS

- A.** Every owner of a dwelling or rooming house shall provide and maintain the foundation, floors, walls, doors, windows, ceilings, roof, staircases, chimneys and other structural elements of his or her dwelling, dwelling unit, rooming house or rooming unit so that it is weathertight, watertight, rodent proof and in good repair.
- B.** Every occupant of a dwelling or rooming house shall exercise reasonable care in the use of the structural elements of the building to maintain it in good working condition.

- C. Every dwelling, dwelling unit, rooming house or rooming unit shall be maintained to be free from the regular or periodic appearance of standing water or excessive moisture which may result in visible mold growth.

IX. MOBILE HOMES ON A RENTED LOT

It shall be the responsibility of the owner of a rented mobile home lot to provide connection to electrical services, water supply and sewage disposal to a location on each lot from which these services can be connected to the mobile home.

- A. **Electrical Services:** The mobile home lot owner is responsible for installation and maintenance of the electrical service to the main electrical panel in the home.
- B. **Water Supply:** The mobile home lot owner is responsible for the maintenance of water lines to a point at which the lines surface under the mobile home.
- C. **Sewage Disposal:** The mobile home lot owner is responsible for the maintenance of the sewage disposal system to the point where it surfaces from the ground to service the mobile home.

X. GENERAL RESPONSIBILITIES

A. Owners

1. No owner shall let to another for occupancy any dwelling, dwelling unit, rooming house, rooming unit or mobile home lot which does not comply with the requirements of this code. It shall be the responsibility of the owner to maintain all premises in compliance with this code.
2. No owner shall cause any water, sewer, equipment or utility which is required by this regulation to be removed, shut off or discontinued for any occupied dwelling, dwelling unit, rooming house, rooming unit or mobile home lot except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies.
3. No rental agreement containing any provision purporting to transfer responsibilities between owner and occupant other than as imposed herein, shall be effective for the purposes of this code.

B. Occupants

1. No occupant shall use or occupy his or her dwelling unit, rooming unit or rented mobile home lot in such a way as to cause non-compliance with this code.

2. Every occupant shall exercise reasonable care in the use of his or her dwelling unit, rooming unit or rented mobile home lot and shall maintain it in such a manner that it does not create a health hazard for his or her neighbors.

- C. Existing structures and premises that do not comply with provisions in this code shall be altered or repaired to provide a minimum level of compliance.

XI. ENFORCEMENT

Enforcement of this Rental Housing Health Code shall be in accordance with the Vermont statutes pertaining to enforcement of Department of Health regulations.

**THIS DOCUMENT DOES NOT CONSTITUTE
A LEGAL OPINION OR ADVICE**



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