



**WORKING TOGETHER FOR JUSTICE**

---

## All About Rental Agreements

Vermont's Residential Rental Agreements Act (RRAA) calls all agreements between landlords and tenants about tenants living in rental units, "rental agreements." 9 V.S.A. § 4451(8). The rental agreement does not have to be in writing. You and the landlord have all the rights and obligations in the law even though there is no written agreement. 9 V.S.A. § 4453.

The RRAA requires that the duties and rights of landlords and tenants in the law are implied (made a part of) all rental agreements. Which ones are implied in all rental agreements? See this list of rights and duties of tenants and landlords. For more information on these rights and duties, visit our Rights and Duties Explained page.

All of the agreements made by you and the landlord or implied by the RRAA are called the "terms" of the tenancy. 9 V.S.A. § 4454.

The RRAA protects you and requires you to do (or not do) some things. It also protects landlords and requires them to do (or not do) some things. The law is the same if you have a written or verbal rental agreement. 9 V.S.A. § 4453.

Any part of a rental agreement that tries to get around the RRAA isn't legal. 9 V.S.A. § 4454. See the list of rights and duties in the RRAA for what must be in a rental agreement.

The RRAA never uses the word "lease." Calling a residential rental agreement a "lease" does not have any special legal meaning in Vermont. Other statutes (12 V.S.A. § 4851(ejectment), 10 V.S.A. § 6201(5)(mobile home parks)), the courts, subsidized housing landlords and housing authorities do use the word "lease."

### How long is the tenancy?

Rental agreements can be for a period of time that is specified in the rental agreement. For example, the agreement could be six months or a year. During that time, all of the terms (including the amount of rent) of the tenancy stay the same. Or a rental agreement can be "month-to-month." This means the length of the tenancy or the amount of rent can be changed as long as you get the notice required by the RRAA.

As far as rental agreements go, calling it a lease doesn't guarantee that the terms can't be changed for a year. If you want the tenancy to be for a specific period of time, you have to get the landlord to agree.

### Agreements can be verbal or written

All of the rights and obligations of the RRAA are part of the agreement even without being written

down. 9 V.S.A. § 4453. Any additional terms may not be enforceable unless you and the landlord have talked about them and agreed — and then only as long as the RRAA does not prohibit the agreement. 9 V.S.A. § 4454.

**If you have only a verbal agreement, you may “agree” to something without realizing you have agreed.** For example, if you agree to no holes in the walls thinking that does not keep you from hanging pictures, the landlord may charge you for repairing the holes from hanging your pictures.

When you are deciding to rent an apartment, you need to pay close attention to what the landlord says.

## Is a written agreement a good idea?

Because the RRAA sets out many rights and duties of tenants and landlords, and because written rental agreements can’t change what is in the RRAA, a written rental agreement tends to have more advantages for landlords than for tenants.

Advantages for a landlord:

- The landlord could shorten the time length of advance notice required to end the tenancy. 9 V.S.A. § 4467(c), (e).
- The landlord could make the time length of advance notice you need to give the landlord when you want to move out longer. 9 V.S.A. § 4456(d).
- A written rental agreement could require you to pay your landlord’s attorney’s fees if a lawyer is used to enforce any part of the agreement or to evict you. (Note: If you damage the unit or disturb your neighbors and your landlord evicts you because of it, the RRAA makes you responsible for the landlord’s attorney’s fees. 9 V.S.A. § 4456(e).)
- A written rental agreement can name the people who can live in the unit, and keep you from letting someone move in.
  - Note: It would be discrimination for a landlord to evict you for having a baby. 9 V.S.A. § 4503(a).
  - A landlord can keep you from subleasing the place you rent, 9 V.S.A. § 4456b(a)(1), and can evict the person who subleases your place in an “expedited hearing.” Expedited means faster than usual. 12 V.S.A. § 4853b.

A written rental agreement may help you as a tenant because:

- It may guarantee that the rent won’t change until a certain date.
- It can limit the amount your rent can go up.
- It can say the length of time you can live there.
- If it isn’t written in the agreement, the landlord can’t say you agreed to it. Verbal agreements outside the written agreement may not be enforceable. For example, a written agreement can say who must pay for heating fuel or electricity.

## Can rental agreement include late fees?

Generally, a landlord cannot charge late fees.

A late fee is legal only if:

- The rental agreement says a late fee will be charged for late rent, **and**
- The charge is only the reasonable cost to the landlord because of the late payment. See *Highgate Associates, Ltd. v. Merryfield*, 157 Vt. 313 (1991). Reasonable costs to the landlord means the landlord's actual extra expense because of late rent, like extra cost in keeping the books, driving over to you, making phone calls, or writing you letters.

A late fee is not legal when:

- A flat charge of a certain amount of money if rent is paid after the rent day is usually not the landlord's reasonable cost, and so is illegal.
- Your landlord cannot offer you a rent "discount" for paying by a particular date. In one case, the Windham Superior Court held that incentives for early payments are the same as penalties and thus, they are not legally valid. See *Shapiro v. Cormier*, Docket No. 220-5-12 Wmcv (Windham Super. Ct., Aug. 22, 2012). (If you need an accessible version of this PDF document, we will provide it on your request. Please use our website feedback form to do so.)

## There is no law against . . .

A rental agreement **can** include these terms:

- Only the people named in the written rental agreement (and their minor children, even if they arrive later) can live in the rental unit.
- Subleasing is allowed or not allowed. 9 V.S.A. § 4456b(a)(1).
- Smoking is not allowed.
- Pets are not allowed. But, if you need an animal because of your disability, see our Reasonable Accommodations page.
- A description of what spaces (living space, other areas) are included.
- Rules about using common areas.
- Who is responsible for paying utility bills.
- The responsibility to pay a set amount of rent, for a set period of time, even if the tenant decides to move out early. (The landlord has a duty to re-rent the place as soon as possible, but the tenant may owe rent until someone else rents it.)

## Changes to rental agreement

### You can agree to a change but you don't have to.

If you or the landlord wants to change a term or condition in your rental agreement, you can ask each other to agree. You or the landlord can't change the rights and obligations in the RRAA, but other parts of rental agreements can be changed. If the rental agreement is in writing, changes should be in writing.

Generally for things like pets, improvements (redecorating or upgrading appliances or fixtures) if one person asks, and the other agrees, then that term of the rental agreement is changed. But if the landlord wants something, and you don't want it, then you can disagree.

The examples below assume that the unit is in good repair, and not being damaged by the tenant:

- Two months after you move in the landlord says, “I want to take out the bathtub and put in a shower.” You say, “No, I like the bathtub.” The bathtub is part of what you agreed to rent, and you don’t agree to change it. Landlord can’t renovate the bathroom.
- Or, landlord says, “I am changing my mind. You can’t have a pet.” You don’t have to agree to get rid of your pet.
- Or you say, “I don’t like the gas stove in the apartment. I want an electric stove.” Landlord doesn’t have to agree to a new stove.

Note: There is a difference between agreements to change something and repairs required by law. The RRAA does not allow you or your pet to cause damage, 9 V.S.A. § 4456(a), (c), and the RRAA requires the landlord to keep the unit safe and clean, 9 V.S.A. § 4458. See our page about Repair Problems and Tenant’s Right to Repair.

## Who can end the rental agreement?

You or the landlord may want to end the tenancy if one of you wants a change and the other doesn’t. If your rental agreement is not for a certain period of time, either of you could give advance notice to end the tenancy. 9 V.S.A. § 4456(d), 9 V.S.A § 4467(c)(e).

## Staying longer than a written agreement

Do you have a written rental agreement that says the rental agreement was for a certain period of time, for example January 1 – December 31? If that time has expired, you may wonder if there is still a written rental agreement, or is there no written rental agreement?

It depends on what the written agreement says. If it states the dates and does not further address what happens when it expires, the **written** agreement ends, but the tenancy does not. That is because when you move in with the agreement of a landlord, the landlord must send a notice to end the tenancy, even if there is a written rental agreement which expires. In other words, the expiration of the agreement is not sufficient notice to end a tenancy.

A written rental agreement that expires on a certain date could include a clause that defines the length of the tenancy after that date has passed. It could say, for example, the tenancy continues from month to month. Or it could say if you don’t move out, the tenancy continues for another year.

Whatever it says, if the landlord wants you out, they have to give you a termination notice required by the tenancy you have.

## Sale of the rental unit

As a renter, your tenancy may or may not end if your rental unit is sold. The regular court process for termination and eviction is still required.

**If you don’t have a written rental agreement** and your landlord wants to sell the building and evict you before they sell the rental unit, they need to give you 30 days’ notice. They also need to have a contract for the sale of the building. If you don’t move out before the 30 days (9 V.S.A. § 4467(d)), the landlord would need to file a Complaint for eviction and work through the court process for eviction.

If the landlord is holding a security deposit, and the tenant still lives there after the sale of the

dwelling, the old landlord should give the new landlord the security deposit to hold. The new landlord must give the tenant notice that the security deposit has been transferred. 9 V.S.A. § 4461(f). If you don't get that notice after the building is sold, check with the new landlord. Notify the new landlord that you are entitled to a statement that they have your security deposit.

**If you have a written rental agreement** for a specific period of time and the landlord sells the building, look at your rental agreement. See if describes this situation. You can contact us if you have questions about your rights.

### **Can the landlord increase my rent?**

Learn more on our Rent Increases page.

### **A note about marijuana and renting**

A Vermont law that took effect on July 1, 2018, legalized possession of up to an ounce of marijuana and two mature and four immature plants. If you are a renter, or if you have a rental subsidy from a housing authority, or if you have some other form of federally assisted rental subsidy, be careful. Your lease and program rules may still make it a violation of the rules for you to have marijuana or marijuana plants in your rental unit. Your lease may also ban smoking, including smoking marijuana.

The new Vermont law does not change the terms of your lease. The new law does not change the program rules for tenants with federal rental assistance. If you are unsure, check your lease or program rules or talk to your landlord or housing authority. You can also contact us for help. Your information will be sent to Legal Services Vermont, which screens requests for help for both Vermont Legal Aid and Legal Services Vermont.

---

**Source URL:** <https://vtlawhelp.org/rental-agreements>

### **List of links present in page**

- <https://vtlawhelp.org/rental-agreements>
- <https://legislature.vermont.gov/statutes/section/09/137/04451>
- <https://vtlawhelp.org/vermont-law-on-renting#duties-rights>
- <https://vtlawhelp.org/rights-duties-explained>
- <https://vtlawhelp.org/vermont-law-on-renting#definitions>
- [#bootstrap-panel--content](#)
- [#bootstrap-panel--2--content](#)
- [#bootstrap-panel--3--content](#)
- [#bootstrap-panel--4--content](#)
- <https://law.justia.com/cases/vermont/supreme-court/1991/op90-032.html>
- <https://vtlawhelp.org/sites/default/files/Shapiro-v-Cormier-%28Hayes-2012%29.pdf>
- <https://vtlawhelp.org/feedback>
- [#bootstrap-panel--5--content](#)
- <https://vtlawhelp.org/reasonable-accommodations-or-modifications>
- [#bootstrap-panel--6--content](#)
- <https://vtlawhelp.org/renting-repairs>
- [#bootstrap-panel--7--content](#)
- [#bootstrap-panel--8--content](#)

- [#bootstrap-panel--9--content](#)
- <https://vtlawhelp.org/court-process-eviction>
- <https://vtlawhelp.org/how-we-can-help>
- [#bootstrap-panel--10--content](#)
- <https://vtlawhelp.org/rent-increases>
- [#bootstrap-panel--11--content](#)
- <https://vtlawhelp.org/vlh-intake>
- <https://vtlawhelp.org/node/2347/printable/print>