

VERMONT'S RENTING LAWS

PRESENTED BY
VERMONT APARTMENT OWNERS
SERVICES, LLC.
AND VERMONT
TENANTS/C.V.O.E.O.

LET'S START BY CLEARING UP SOME

RENTING MYTHS



MYTH:

NOT HAVING A WRITTEN LEASE MEANS THE TENANT (OR LANDLORD) HAS NO LEGAL RIGHTS

FACT:

ALL RESIDENTIAL RENTALS ARE GOVERNED BY *

9 V.S.A. Chapter 137 – RESIDENTIAL RENTAL AGREEMENTS

- Vermont law uses the term “rental agreement”.
- Written or verbal.
- There does not have to be a written lease for the laws to apply.

COMMENT:

Both parties benefit if the agreement is in writing. This can help alleviate disputes later.

BEST PRACTICES:

Use a written lease agreement.

* Lot rentals in Mobile Home Parks are governed by 10. V.S.A. Chapter 153 and DO require a

MYTH:

IF I PUT “RENTED AS IS” IN MY LEASE I AM NOT RESPONSIBLE FOR THE CONDITION OF THE RENTAL. *

FACT:

- ALL RESIDENTIAL RENTALS ARE SUBJECT TO HEALTH AND LIFE SAFETY CODES.
- ALL LANDLORD/TENANT RELATIONSHIPS ARE GOVERNED BY THE TITLE 9, CHAPTER 137 STATUTES. THIS INCLUDES THE WARRANTY OF HABITABILITY.
- TERMS IN A LEASE CANNOT BE USED TO CIRCUMVENT THE LAW.

BEST PRACTICE:

Perform regular inspections and maintenance on the unit. Use an inspection checklist at move-in time to document the condition of the rental unit.

MYTH:

**“THERE IS A FIVE DAY
GRACE PERIOD ON RENT”**

FACT:

9 V.S.A. § 4455. Tenant obligations; payment of rent

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

COMMENT:

This means that if your agreement is that rent is paid on the 1st of the month, if it is unpaid on the 2nd of the month it is late.

BEST PRACTICES:

Give receipts for cash rent payments. Send termination notices for late/unpaid rent without delay. The occupant can cure the notice by paying the rent that is owed.

MYTH:

“IF MY TENANT PAYS THE RENT LATE, I CAN PENALIZE THEM WITH A LATE FEE”

FACT:

LANDLORDS CANNOT CHARGE PENALTY FEES OF ANY KIND

COMMENT:

You can charge your tenant a late fee if: 1) your written lease allows you to and 2) the late fee is reasonably related to your cost of collection.

BEST PRACTICE:

Instead of a late fee, consider an early payment discount.



MYTH:

“THE LANDLORD CAN’T CHARGE ME FOR DAMAGE IF IT WAS AN ACCIDENT.”

FACT:

9 V.S.A. §4451(5)

“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*. “

COMMENT:

Damage to the unit, even if it is an accident or caused by a tenant’s guest, is deductible from the security deposit

BEST PRACTICE:

Use an inspection checklist at time of move in to document the condition of the unit.

MYTH:

“THE LANDLORD HAS TO GIVE ME A 24 HOUR NOTICE BEFORE COMING OVER”

FACT:

It is 48 hours, not 24 and this law applies to the Landlord entering the unit. It is not illegal to knock on the door without notice.

BEST PRACTICE:

Here's how to gain access while respecting the tenant's right to privacy –

HOW:

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

WHY:

1. To inspect the premises.
2. To make repairs, alterations or
3. To provide agreed upon services.
4. To show the unit.

MYTH:

“I HAVE TO GIVE A 30 DAY NOTICE BEFORE I MOVE”

FACT:

- ▶ The law actually reads “a full rental period notice”
- ▶ This means if rent is payable on the first, the tenant must give written notice by the last day of the previous rental period.
- ▶ **In Burlington, tenants must give a two rental period notice.**

COMMENT:

Words have meaning in this context. This is one section of the statute that can be modified by a written lease. **If your lease states 30 days’ notice, then that is what the tenant must give and not the rental period described above.**

MYTH:

“I CAN WITHHOLD RENT IF THE LANDLORD DOESN'T FIX THINGS”

FACT:

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.
- 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)

COMMENT/BEST PRACTICES: Even if an occupant doesn't strictly follow these requirements, if you receive a complaint - investigate. If repairs are needed, make them in a timely fashion.

MYTH:

**“I DON’T HAVE TO FIX IT UNTIL
THE TENANT PAYS THE RENT!”**

**“I CAN SHUT OFF THE UTILITIES BECAUSE
THE TENANT HASN’T PAID THE RENT”**

FACT:

**9 V.S.A. § 4457. Landlord obligations; habitability:
YOU HAVE TO MAKE REPAIRS WHETHER OR NOT THE
RENT IS PAID**

**9 V.S.A. § 4463. Illegal evictions:
IT IS ILLEGAL TO TURN OFF ESSENTIAL UTILITIES**

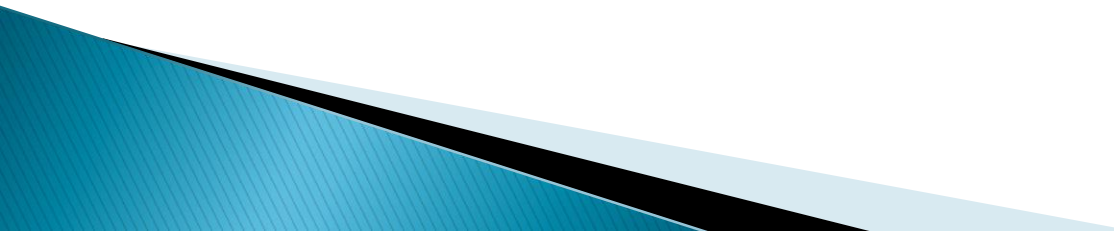
COMMENT:

It can be financially difficult for landlords when their tenant stops paying rent. However, the landlord’s obligations continue regardless. It is important for landlords to give the tenant a nonpayment of rent notice right away if the rent is not paid.

BEST PRACTICES:

Make repairs in a timely fashion.

CAUTION!!

- ▶ It may be considered a retaliatory act to send your tenant a termination notice for breach of lease or no cause within 90 days of receiving a complaint about the condition of the rental unit or a violation of their rights.
 - ▶ Renting a unit that you know is out of compliance with housing code is a violation of the Consumer Protection Act.
 - ▶ For more information: Please view the Warranty of Habitability Module.
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MYTH:

“LANDLORDS CAN’T ASK FOR
FIRST, LAST AND SECURITY
DEPOSIT”

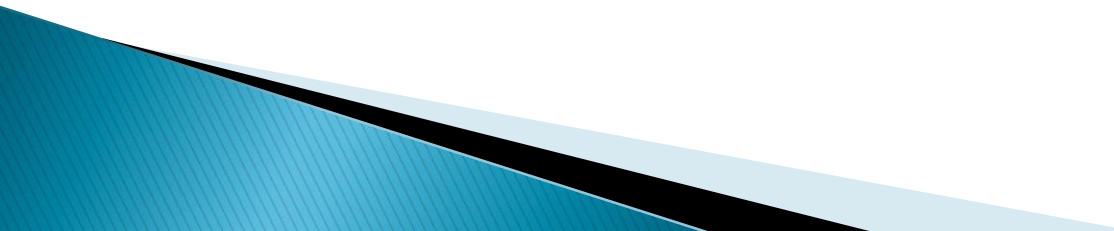
FACT:

THESE ARE ORDINANCES SPECIFIC TO
BURLINGTON AND BARRE CITY **ONLY.**
They do not apply to the rest of the state.

BEST PRACTICES:

Ensure that you receive all prepaid funds (i.e. first month's rent and any deposits) before you hand over the keys.

ADDITIONAL SECURITY DEPOSIT FACTS

- 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.
 - There is no such thing as a “non-refundable” deposit.
 - Tenants cannot use a deposit as last month’s rent.
 - Deposits can be deducted from for – unpaid rent, unpaid utility bills, damages and cleaning.
 - Deposits cannot be kept as a “penalty” for breaking a lease.
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MYTH:

**“I AM MONTH TO MONTH NOW,
I DON’T HAVE A LEASE ANYMORE”**

FACT:

Leases can be verbal or written. If you are renting, you have a rental agreement.

COMMENT:

When the term on a year’s lease is up, generally, your lease term changes to a month-to-month.

The written lease still controls the relationship, just the term is different.

Think of it as a contract that renews every month. Hence the term: month to month rental.

BEST PRACTICES:

Ensure that your written lease has a holdover clause or sign a lease addendum indicating the new term.

MYTH:

IT TAKES FOREVER TO EVICT A TENANT!

FACT:

Many landlords wait too long to begin the termination process.

COMMENT:

The longer you wait to send a termination notice, the more financial strain it will put on you. From the time you start the eviction case with the court (after the termination notice comes due) you can plan on a minimum of 2–4 months.

BEST PRACTICES:

Do not delay in sending the termination notice, especially for nonpayment of rent. The tenant can always stop the notice by paying and you have 60 days from the termination date in the notice to start the court eviction.

**“ I CAN’T BE EVICTED IN
THE WINTER”**

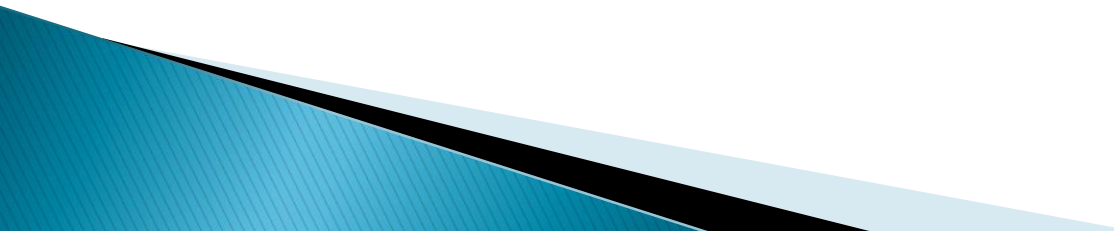


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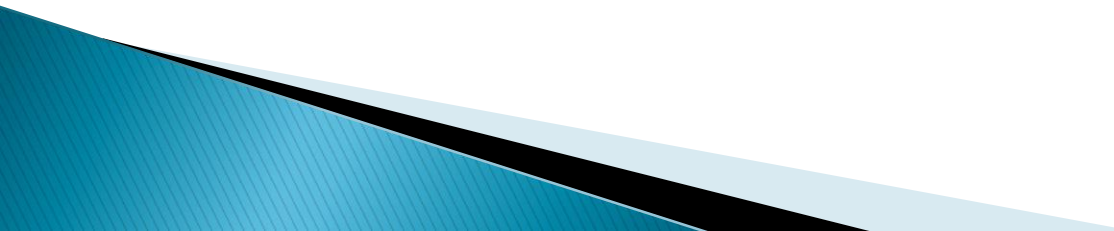
**TENANTS CAN BE EVICTED THROUGH A
LEGAL COURT PROCCES AT ANY TIME OF
THE YEAR. THERE IS NO PROHIBITION ON
WINTER EVICTIONS.**

**NOW THAT WE ARE CLEAR
ON WHAT IS NOT
ACCURATE
LET'S GO OVER WHAT IS**

BASIC RESPONSIBILITIES OF TENANTS UNDER VERMONT LAW

- Pay rent on time.
 - Follow the terms of the lease.
 - Do not let others live with you without the landlord's written permission.
 - Keep apartment clean and safe.
 - Immediately notify landlord of any problems.
 - Take care not to cause damage. Do not fix or change things without the landlord's permission.
 - Occupants are responsible for their guest's behavior. If a guest causes damage, the tenant can be held financially responsible.
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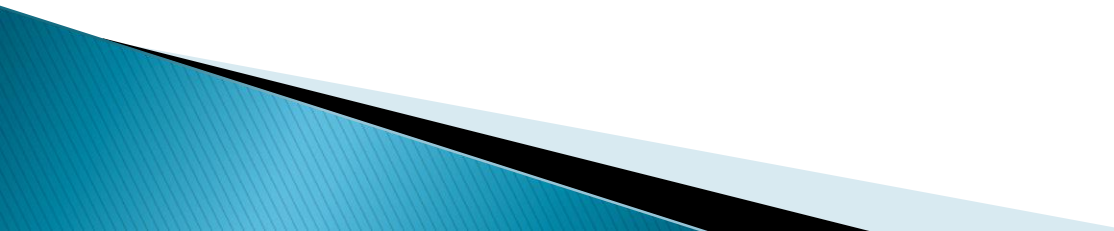
BASIC RESPONSIBILITIES OF TENANTS UNDER VERMONT LAW, cont.

- Act in a respectful manner that will not disturb neighbors.
 - Do not cause or contribute to code or life safety violations.
 - It is illegal and dangerous for a tenant to disable a smoke or carbon monoxide detector.
 - The lease is a legal contract, if the tenant moves before it ends, they are still financially bound to it.
 - Give proper, written notice before you move.
 - Leave the unit in, at least, as good a condition as when you moved in.
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BASIC RESPONSIBILITIES OF LANDLORDS UNDER VERMONT LAW

- The landlord is responsible for ALL repairs, even if the tenant broke it or is not paying rent. You can charge your tenant or deduct from the deposit for repairs if they caused the damage.
- You have 14 days from the date a tenant vacates to send a written itemization of damages deducted from the security deposit, along with any balance owed to tenant.
 - Deductions include: damages, cleaning costs, unpaid rent and unpaid utilities. (In Burlington, the notice must be sent by certified mail and inform the tenant of their options to contest deductions with the Housing Board of Review.)
- The landlord must make sure that each apartment has adequate heating and hot water systems.

BASIC RESPONSIBILITIES OF LANDLORDS UNDER VERMONT LAW, cont.

- The landlord must allow tenants full use and enjoyment of their apartment (i.e. it is their space), including not interfering with tenant's guests.
 - The landlord must give a tenant 48 hour notice before entering the apartment without the tenant's consent unless there is an emergency such as fire, flooding or gas leak.
 - You must give tenants no less than 2 full rental periods written notice of a rent increase. (Burlington city ordinances require a 3 rental period notice.)
 - In Burlington apartments, the landlord must pay for trash removal. Statewide, landlords must provide a trash receptacle and ensure that tenant does not allow trash to accumulate.
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For More Help or Information

VT Apartment Owners Association –

1-802-985-2764

1-888-569-7368

Or on the Web at vtlandlord.com