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Renting in Vermont

Information Handbook for Tenants & Landlords



This handbook is published by Vermont Tenants, Inc., (VTI) a program of the Coordinated Statewide Housing Services division of the Champlain Valley Office of Economic Opportunity (CVOEO). The on-line edition of Renting in Vermont will be updated on an on-going basis and provides more current information than any hard copy edition available. The VTI tenant help line phone number is: (802) 864-0099.



This document was developed with legal assistance but does not constitute legal opinion or advice.

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Introduction

The *Renting in Vermont* handbook is intended to give tenants, landlords and others a basic understanding of their rights and responsibilities. It summarizes Vermont's landlord/tenant statute ([Title 9: Commerce and Trade, Chapter 137: RESIDENTIAL RENTAL AGREEMENTS](#)), as well as some municipal laws, state regulations and Vermont Court decisions that also govern the landlord/tenant relationship. *Renting in Vermont* is to be used as a guide to better understand legal rights and help prevent some of the common problems which occur between tenants and landlords.

Although this book was developed with legal assistance, nothing contained herein constitutes actual legal opinion or advice regarding any individual case or situation. If you have questions about whether information in this book applies to you, you should seek legal advice.

A Note on Mobile Homes and Mobile Home Parks

The laws discussed in *Renting in Vermont* do apply to tenants who are renting a mobile home. They do not apply directly to people who own their mobile home and are renting a lot in a mobile home park. These people are protected by Vermont's Mobile Home Park law, which is summarized in a booklet by CVOEO's Mobile Home Project called "*Guide to Your Rights as a Mobile Home Resident.*" www.cvoeo.org/htm/Housing/mobileHome/guide.html

People who rent a mobile home in a park from the park owner are covered by both landlord/tenant law as well as the Mobile Home Park laws. For further information on rights under Vermont's Mobile Home Park law, or to receive a free hard copy of the "*Guide to Your Rights as a Mobile Home Resident,*" call the CVOEO Mobile Home Project at 802-660-3451 x 105, or 1-800-287-7971. www.cvoeo.org/htm/Housing/mobileHome/mobile_home.html

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Chapter 1. Beginning a Tenancy

Residential Leases and Rental Agreements

When a landlord and a tenant agree on renting an apartment, several things need to be clearly laid out, including the amount of rent, when the rent is to be paid, length of the tenancy and who pays for utilities and services. Rental agreements can be either oral or written. Oral agreements are as binding as written agreements, but they do not provide written proof of the agreement terms, and while there is no law stating that a tenant must receive a written lease, it is always preferable for both parties to get any and all agreements in writing. Tenants should always read leases carefully and ask about terms they don't understand, and should try to get landlords to change or remove lease terms which seem unfair. Normally leases will be transferable from one landlord to another if the building is sold. ([See "Sale of the Building"](#))

Tenants should always get photocopies of leases and all agreements that they sign. They should insist on receiving their copy as soon as the lease is signed. Without his/ her own copy of the lease, a tenant might have trouble proving what the parties agreed to. All written agreements should be kept in a safe and accessible place to refer to if problems arise. Written agreements between roommates regarding financial and other responsibilities can also be helpful in preventing problems. To obtain a sample roommate agreement from the VTI web site go to:

www.cvoeo.org/htm/Housing/tenants/letters/FormLetterCentral.html

The rental agreement determines the specific rights and responsibilities of both tenants and landlords, but cannot take away basic rights granted under state, federal, or local laws. The landlord cannot enforce a lease provision that takes away any rights the tenant has under the law, even if the tenant agrees to the provision by signing the lease. For example, a clause that gives the landlord the right to physically evict a tenant or shut off the utilities if rent is not paid on time would be void by law and could not be enforced by the landlord. However, provisions of the lease that are legal would still be valid and could be enforced. If either landlords or tenants have questions about the legality of a clause in the lease, they should call one of the legal resources in the "[Resources](#)" section at the end of this handbook.

Important Points:

- Although it is not a legal requirement, it is better for all parties concerned to have any and all rental agreements in writing.
- Keep copies of all agreements and store them where they are safe, secure and easy to locate.

Rental Applications

Landlords may require potential tenants to fill out a rental application. Such applications frequently ask for prior rental history with dates, addresses and landlords, income information and references. There is no law regulating what a landlord may ask on an application, such as social security number and bank account numbers (although a bank will not give out account information without the account holder's permission). There is also no law prohibiting applications from asking about marital status, family composition, source of income, etc. However, since such information may not be used to discriminate against potential tenants, landlords who ask for it may be vulnerable to a claim of discrimination (See [Fair Housing](#) section in this book). Landlords may also require potential tenants to agree to a credit check. Landlords may refuse to rent to a tenant who does not supply the requested information, has bad credit or has a poor rental history, but the landlord may not use these reasons as an excuse for illegal discrimination.

Landlords may not charge an application fee. Landlords are prohibited from charging residential tenants a fee in order to apply to rent an apartment. However a landlord may charge the direct cost of a credit check fee to tenants. In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4456a](#), Residential rental application fees prohibited) and ([V.S.A., TITLE 9, Chapter 139, § 4503](#) Unfair housing practices)

Security Deposits - What Are They?

A security deposit is any deposit or prepaid rent that is refundable to the tenant when the tenant moves out. Outside of Burlington and Barre, there is no limit on how much the deposit can be. No law, outside of Burlington and Barre, requires that the tenant receive interest on the deposit. A deposit should be used only for damages beyond normal wear and tear, unpaid rent or utility bills owed by the tenant, or to cover expenses for removing belongings left behind after a tenant has moved out. Read more on security deposits in: [Chapter 4, Moving Out - Security Deposits Legal Requirements](#). In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4461](#)) Read about Burlington's and Barre's security deposit laws: [Chapter 4, Moving Out - Burlington Security Deposit Law](#) and [Chapter 4, Moving Out – Barre Security Deposit Law](#).

About Renter's Insurance

Most landlords have insurance on their buildings, but this insurance does not usually cover a tenant's personal belongings. Tenants are strongly urged to purchase renter's insurance to protect their property. It covers not only loss of property due to theft or damage to the dwelling, but also other losses associated with such calamities, including relocation costs, cleaning bills, temporary housing, etc. Renter's insurance is generally not too expensive. A comprehensive policy is available from most insurance agencies at a relatively affordable cost. Tenants who already have car insurance can often get renter's insurance through the same company as a package for very little extra.

It is highly recommended that ALL tenants buy renter's insurance.

Motels and Similar Housing

After a person has occupied any room or rooms in a motel or similar establishment for at least thirty (30) consecutive days, (the period in which "rooms and meals tax" must be paid to the state by the owner) the "guest" status of the person ends and a landlord/tenant relationship comes into effect. Occupancy in a room or rooms in such an establishment of over thirty consecutive days will not necessarily create a month-to-month tenancy—it would most commonly become a week to week tenancy. However it is important to note that a thirty consecutive day occupancy period does give the former "guest" the same rights of any residential tenant, including the right to proper legal notice for termination and a judicial eviction process. In Vermont law, see: ([V.S.A., TITLE 9, Chapter 137, § 4452](#). See Exclusions (4).) See also: ([V.S.A. TITLE 32 Chapter 225, § 9202](#). See definitions; (5), (6) and (7).) See especially definition of a "Permanent resident": ""(7) Permanent resident'-any occupant who has occupied any room or rooms in a 'hotel' for at least thirty consecutive days."

Housing Assistance through the Department for Children and Families

The [Economic Services Division \(ESD\) of the Department for Children and Families](#) provides emergency housing assistance to people in need who meet the eligibility requirements set out below. This assistance is initially provided, regardless of income, to households lacking cash-on-hand resources to meet emergency needs. Eligible households can obtain up to eighty four (84) days of "temporary housing" (usually in local motels). When a suitable apartment is found, the ESD can assist

with the first month's rent and fuel and utility deposits. Additionally, some households will be eligible for assistance to cover moving costs, a contribution toward the security deposit, and ongoing monthly rent. If the ESD pays the deposit, it must be refunded back to the ESD when the tenant vacates.

Eligibility

Eligible tenants include those who lose their housing through "catastrophe", (i.e., due to fire, flood, condemnation), or eviction through no fault of their own. Failure to pay rent may not be considered fault if the tenant's income cannot cover rent and basic necessities. Assistance may be withheld if a household does not wait for completion of a proper court-ordered eviction, with the exception of "constructive eviction" situations. Constructive eviction includes condemnation of a dwelling by a health officer or state inspector as well as illegal actions taken by the landlord, such as padlocking doors or shutting off utilities in an effort to force tenants from the premises. Emergency assistance may also be available to the tenant in a shared-rent situation where the primary apartment tenant has the power to ask another person/ roommate to leave. The tenant who leaves an apartment voluntarily is generally not eligible for emergency housing. A writ of possession is required for temporary housing to be granted in most cases that do not involve a constructive eviction.

Assistance toward rent in permanent housing may be given to families with children, those who are not able-bodied, and those who have employment barriers. There are income and assets guidelines for these benefits.

In order for eligibility for temporary or permanent housing assistance to be determined, the applicant will need to visit the local ESD office and complete an application. The ESD may require receipts for rent payment or other documents to verify the factors that caused the loss of housing. Vermont Legal Aid and Community Action Agencies may screen tenants for eligibility.

Emergency Back Rent Payment Program

Families with children who are facing the loss of their shelter due to nonpayment of rent may be eligible for assistance from the ESD. A family must have a notice of termination or notarized statement of how much rent is owed from the landlord. A landlord who signs the Back Rent Contract and accepts payment from ESD must stop any eviction/legal action against the Tenant. The ESD may pay up to three months of the back rent. Since this assistance is designed to prevent homelessness, applicants must have the ability to make ongoing rental payments. The family will need to visit the local ESD office and complete an application.

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Chapter 2. Tenant Protections

Fair Housing Law and Illegal Housing Discrimination

In Vermont, it is illegal for a landlord to discriminate on the basis of a tenant's race, religion, color, national origin, age, sex, sexual orientation, marital status, disability or handicap (as defined by law), presence of minor children, because the tenant receives public assistance, or because of the gender identity of the tenant. Unlawful discrimination can take the form of a refusal to rent or show an apartment, different terms or conditions, harassment (including sexual harassment) of a tenant, intimidation, threats or retaliation against anyone exercising his or her fair housing rights. The Vermont fair housing law also applies to rental of mobile homes or mobile home lot space.

A landlord does have 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. Landlords 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. Landlords may not, however, use legitimate business practices as an excuse for discrimination.

If someone believes that he or she has been discriminated against for any of the reasons forbidden by law, that person should contact the Vermont Human Rights Commission, Vermont Legal Aid, or a private attorney. If a tenant believes he or she has been discriminated against when trying to rent an apartment it is sometimes possible (almost always with the help of an attorney) to keep a home available until the matter is decided in court. In court, a person could win the right to an apartment, money damages, and attorney's fees. Remember, the more information available (name and telephone number of the landlord, address of the apartment, dates and descriptions of conversations, witnesses); the more likely it is that a discrimination case can be resolved, either through negotiation or court action. In state law, see: ([V.S.A., TITLE 9, Chapter 139](#))

Exceptions to Fair Housing Law

The Vermont housing discrimination law does not apply to the following situations:

- Buildings with three or fewer apartments- if the owner or a member of the owner's immediate family lives in one of the apartments. (In Burlington, local fair housing law applies to a building occupied by an owner or member of the owner's immediate family if there are more than two units in the building.)
- Rental units that would be too small for the family desiring to live there based on applicable occupancy standards.
- Rental units for the elderly- which do not rent to families with children but only 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.
- Refusal to rent to a tenant under the age of majority (18 years old except for emancipated minors).
- Religious preference given to tenants of the same religion as that of the religious association that provides or rents rooms not for profit.

In state law, see: ([V.S.A. Title 9, Chapter 139: § 4504. Rental of housing; exemptions](#))

The Burlington Housing Discrimination Ordinance

The City of Burlington has its own fair housing provision that is similar to the Vermont law. The Burlington ordinance, like the state and federal laws, has some exemptions, including an exemption for owner-occupied duplexes. (Note: whereas Vermont state law excludes buildings with three or fewer apartments under the category of owner occupied buildings exemption, Burlington law exempts buildings with no more than two apartments). People who suffer discrimination in rental units in Burlington have the option of filing a complaint under the Burlington Housing Discrimination Ordinance with the Burlington City Attorney's Office, 802-865-7121, or can file their complaint under the Vermont Fair Housing Act with the Vermont Human Rights Commission 802-828-2480 or 1-800-416-2010 or through a private attorney.

Tenants with Disabilities

It is against the law for a landlord to refuse to allow a person with a disability to make reasonable modifications to an apartment, at the expense of the tenant, or to make reasonable accommodations in rules, practices, or services, when needed for the full enjoyment of the premises by a tenant with a disability. When the tenant moves out the landlord may, if reasonable, require the tenant to restore the premises to the condition that existed before the modification, except for reasonable wear and tear, but the landlord may not require an additional security deposit for this purpose.

It is against the law for a landlord to ask a tenant or prospective tenant if he or she has a disability. However, if a tenant with a disability requests a reasonable accommodation, the landlord has the right to ask for proof of the disability and the need for the requested accommodation. Several programs exist to assist tenants and landlords in making apartments accessible to people with disabilities. These include the ENABLE Loan Program of the [Vermont State Housing Authority](http://www.vshousing.org) 802-828-3295 or 1-800-798-3118, and the Home Access Program of the [Vermont Center For Independent Living \(VCIL\)](http://www.vcil.org), 802-229-0501 (TDD), or 1-800-639-1522 (TDD). VCIL also provides information on other sources of funding available for making apartments and homes accessible, and offers a variety of services, referrals and information to assist people with disabilities.

Late Fees

Tenants have an obligation to pay their rent on time. Landlords rely on timely payment from their tenants in order to meet their own payments for mortgages, taxes, maintenance, etc. If a lease so provides, a landlord may charge the tenant for expenses the landlord incurs because the tenant is late in paying rent. However, this charge may only cover actual expenses incurred by the landlord because the tenant's rent is late. For example a reasonable interest charge could be charged on unpaid rent balances as this would compensate for a lost financial opportunity for the landlord. However a fee may not be charged simply as 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. (This was established by a Vermont Supreme Court ruling in 1991. See note below.)

The case law is not clear (at least we received some conflicting legal opinions regarding this) on whether a landlord may offer a "discount" to a tenant for timely payments, for example by saying the rent is \$50 less per month if payment is made by the first of the month. There is an argument that this amounts to a hidden late fee. The question is whether the extra amount due if payment is not made by the first of the month has to be reasonably related to the landlord's extra expenses incurred because rental payment is late.

If a landlord tries to charge a late fee, the tenant should insist on first seeing documentation that the late fee is equal to the landlord's expenses. If the landlord cannot or will not show this documentation, the tenant may refuse to pay the late fee.

A Vermont Supreme Court decision in 1991 (Highgate Associates, Ltd. v. Lorna Merryfield, Supreme Court Docket No. 90-032) established a prohibition against late fees levied as penalties. That ruling established that fees may be charged only as actual compensation for costs incurred by landlords as a result of rent payments being late.

Illegal Retaliation

It is illegal for a landlord to retaliate against a tenant because:

- The tenant has complained to a governmental agency regarding health or safety concerns,
or
- The tenant has complained to the landlord about violations of Vermont's landlord/tenant laws,
or
- The tenant has organized or become a member of a tenant association.

This provision does not prevent the landlord from bringing a good-faith action to recover rent if the tenant fails to pay.

Retaliation can take a number of forms. For example: a landlord tries to change the terms of a tenancy, such as by raising the rent, saying the tenant can no longer have pets, or saying the tenant can no longer use some part of the property anymore. Any of these actions could be retaliatory if a landlord does them to punish or get rid of a tenant who complained about a problem with the home. If a landlord tries to evict a tenant after the tenant complains about problems, this eviction could also be an act of retaliation. To evict the tenant a landlord will have to go to court (see [Chapter 5, Evictions](#)), and if the court agrees that the eviction is not for a legitimate reason but rather is an act of retaliation, (the tenant must prove that the eviction is retaliatory) the tenant will not have to leave, and in addition could be awarded money damages and attorney fees. In state law, see: ([V.S.A., Title 9, Chapter 137, § 4465. Retaliatory conduct prohibited](#))

Burlington's Anti-retaliation Law

Under Burlington's ordinance, if a Burlington tenant complains about problems to a housing inspector, and the inspector determines that the problems are code violations, any attempt by the landlord to evict the tenant within 90 days after the landlord has repaired the problems is presumed to be an act of retaliation. The burden of proof that the eviction is not retaliatory would be upon the landlord. It is also presumed to be an act of retaliation if a landlord attempts to evict a tenant within 90 days from the time the tenant made any public statements to a governmental body on any aspect of landlord/tenant relations, for example by testifying before the City Council in favor of a proposed tenant protection law.

Even for evictions begun after the 90-days period expires, Burlington tenants can still raise a defense of retaliation under Vermont state law; however there would no longer be an automatic presumption that the eviction is retaliatory. [See Burlington Code of Ordinances](#): • (Chapter 18, Sec.18-29)

♦**About accessing Burlington's housing laws on the web-** Go to [Municode.com - CODE OF ORDINANCES City of Burlington Vermont](#); then select Chapter 18 HOUSING, on the Municode.com site. Expand the Chapter 18 directory on the left side of the page with by clicking on the (+) and find

the subsection you are looking for by expanding the ARTICLES (I. - VII.) sections, also by clicking the (+) by them.

Privacy Rights of Tenants and Access Rights of Owners

In order to conduct normal business, to comply with housing codes and to protect property, landlords (or various agents acting on behalf of the landlord) will need to enter a rented home on occasion. However, landlords must respect the privacy of tenants. A landlord may enter an apartment without consent or notice only if the landlord has a reasonable belief that there is imminent danger to any person or property. Otherwise state law clearly sets out when and under what circumstances a landlord may enter a tenant's home. A landlord may enter a tenant's home with a tenant's permission at any time if both the landlord and the tenant agree to it. Vermont law says a tenant may not unreasonably withhold permission.

A landlord may also enter without a tenant's permission, but only after no less than 48 hours notice, and only between the hours of 9:00 A. M. and 9:00 P. M., and only for one or more of the following reasons:

- To inspect the premises;
- To do repairs, alterations or improvements to the apartment;
- To supply agreed upon services;
- To exhibit the apartment.

If a landlord has given proper notice he or she, or an agent acting on his or her behalf may enter the apartment for one of the above reasons even if the tenant is not present.

If a landlord breaches a tenant's right to privacy and peaceful and quiet enjoyment of the apartment, the landlord could be sued for damages in extreme cases, and in addition could be cited by the police for unlawful trespass. In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4460. Access.](#))

Rent Increases, Not in Burlington

Landlords must give tenants written notice of a rent increase at least 60 days before the first day of the rental period when the increase starts. For example, when rent is due on the 1st of the month, if notice is given on June 25, the tenant must pay the rent increase starting on September 1.

There is no law regulating how high or how often the rent can be raised, other than for tenants in subsidized housing (see next paragraph regarding subsidized housing). If there is a lease for a set period, such as a year long lease, the rent cannot be raised while the lease is in effect unless the lease has a provision allowing the landlord to raise the rent with notice during the term of the lease. Even in such cases the laws would still set the minimum notice period allowed. In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4455.](#) Tenant obligations; payment of rent. (B))

Rent Increases, In Burlington

Landlords must give at least 90 days written notice before a rent increase can come into effect. See Burlington Code of Ordinances: (Chapter 18, Sec. 18-304. Notice to tenants.) ([See note above on Accessing Burlington's Laws On-Line](#))

Rent Increases with Subsidized Housing

Tenants who reside in publicly subsidized housing may not be entitled to 60 days notice with regard to an increase in their portion of the rental payment if such a change in the tenant's rent portion results from an annual or interim re-determination of household income or changes in law or regulation covering such programs. However, if the base rent of a home is being increased the tenants would have a right to the two full rental periods notice (or 90 days in Burlington). If there is a project-wide rent increase that must be approved by a governmental agency, tenants usually have the right to comment on the rent increase and are entitled to at least 60 days notice before it becomes effective.

Sale of the Building

Normally when a building is sold, leases already in effect and entered into by the owner who sold the property are still legally binding on the new owner. The new landlord cannot evict tenants with a lease for no cause (unless the lease specifically allows it), raise the rent (except as provided for by the lease) or make any other significant changes to the rental agreement before the old lease expires.

However, if the tenant has a lease that lasts for more than one year there is an exception to the rule. In such a circumstance, the lease must be in writing and must be on record in the local city or town clerk's office. If it is not then the lease is not binding on purchasers if the building is sold. In addition, it is possible that a purchaser may not be bound to existing leases of one year or less if the purchaser had no knowledge or reasonable expectation that there were tenants living in the building at the time of the sale. The seller of the building may be liable personally to the tenants if the new owner does not continue to uphold existing lease provisions.

The former owner must transfer any security deposits to the new owner, and the new owner must give the tenant his/ her name, and address, and document that the deposit has been transferred. The new landlord becomes responsible for returning the deposit. In Vermont state law, see: ([Title 9, Chapter 137: RESIDENTIAL RENTAL AGREEMENTS, 9 V.S.A. § 4461. Security deposits \(f\)](#))

If there is no written rental agreement, such as a one-year lease, that establishes rights of tenancy for a set period of time, the landlord selling the building may terminate a tenancy with as little as thirty (30) days written notice but only after a purchase and sale agreement has been signed. This shortened notice period is only allowed for the owner who is selling the building and not for a new owner after the sale is completed. If there is a written rental agreement for a set period, however, the tenancy may not be terminated simply because the building is being sold unless the agreement specifically allows for this. However, the landlord must still give the tenant a minimum of 30 days notice if the lease allows the landlord to terminate the lease early. If the tenant rents weekly, the notice period may not be less than seven days.

Condominium Conversion

If a landlord is planning to convert a building into condominium ownership and intends to displace the current tenants, the landlord must give the tenants a substantial amount of advance notice, in some cases up to two years, and the tenants are protected from arbitrary rent increases, given assistance in finding other housing, and paid relocation costs. These protections apply to tenants throughout the state. In Vermont state law, see: ([V.S.A., Title 27: Chapter 15: § 1333- § 1339, Conversion of building; notice to tenants](#))

In Burlington, the protections for tenants in a condominium conversion situation are even stronger. For more information on the condominium conversion laws, call Vermont Tenants at 802-864-0099, and, in Burlington, The City Attorney's Office at 802-865-7121. See Burlington Code of Ordinances: (Chapter 18, Article V. Secs. 300 - 311) ([See note on Accessing Burlington's Laws On-Line](#))

Using Small Claims Court

Small Claims Court is a simplified court where disagreements between landlords and tenants over money can be resolved. Designed to help people recover money due them without having to hire a lawyer, this procedure is informal and inexpensive. Anyone at least 18 years of age with a genuine and reasonable complaint can sue in Small Claims Court. The complaint must be your own; one cannot sue on behalf of a friend. If the party is under 18, or under guardianship, a parent or legal guardian can sue on his or her behalf. Although lawyers are generally not necessary in Small Claims Court, either party may bring one if they choose to. One can sue for up to \$3,500.

A tenant may sue a landlord in Small Claims Court, for example, to get back a security deposit or recover for damage to the tenant's property caused by the landlord. A landlord may sue the tenant to recover, for example, rent that is owed or for property damage not covered by the security deposit. A landlord cannot use Small Claims Court to evict a tenant. For that he or she must go through the regular Superior Court process. (See Chapter 5, Evictions)

To begin a small claims suit contact the Superior Court for your county, found in the phone book under State of Vermont Courts. There is a filing fee of \$35 for claims of \$500 or less, and \$60 for claims over \$500. If you are low-income and cannot afford to pay the filing fee, you may ask to have the fee waived by filling out a form called an "Application to Proceed *In Forma Pauperis*", which is available at any court. The fee is generally recoverable from the other party if you win, and so should be added to the claim. In addition, if a tenant seeks to recover double the security deposit in a case where the landlord willfully withheld the deposit, this should also be added to the claim.

Anyone who is sued in Small Claims Court may file a counterclaim if she or he can raise genuine good faith arguments that he or she is owed money by the person filing the original suit. For example, if a tenant sues a former landlord for the return of a security deposit, the landlord could file a counterclaim for damages the landlord thinks the tenant caused. To file a counterclaim a person being sued can fill out and submit to the court a counterclaim form that they will receive with documents notifying them of the suit against them. A counterclaim should be filed at the same time the answer to the original claim is filed. The filing fee for counterclaims is \$15 if the counterclaim is for less than \$500, and \$25 if it is for more than \$500. These fees can also be waived for people with low incomes. [For information about using Small Claims Court on the Web: \(www.vermontjudiciary.org/courts/superior/smclaims.htm\)](http://www.vermontjudiciary.org/courts/superior/smclaims.htm)

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Chapter 3. Housing Codes

The Warranty of Habitability

Under Vermont law, tenants have the right to safe and decent housing and that right cannot be signed away in any agreement. The right to safe housing is firmly grounded in state law in a section called the “warranty of habitability.” The warranty of habitability requires the landlord 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 usually a violation of this warranty.

The warranty of habitability is implied in the rental agreement between a landlord and tenant, whether oral or written, and protection under this warranty cannot be denied the tenant by any written or oral lease provision. Whether or not the tenant was aware of an existing defect when moving into the apartment, it is the responsibility of the landlord to correct the problem. In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4457](#). Landlord obligations; habitability.)

The Vermont Rental Housing Health Code

The Vermont Rental Housing Health Code sets basic minimum standards throughout Vermont for the water supply, sewage systems, lighting, heating, etc., in rental units (apartments, rented mobile homes, or rented single family houses). The state rental housing health code is a regulatory code enacted by the Vermont Department of Health and enforced primarily by local town health officers. Several municipalities also have their own local codes that may have stronger protections than the state code. Municipalities with their own codes include Barre, Burlington, Rutland, Montpelier, Winooski and a few others. To find out if your town has its own rental housing code and to get more detailed information about such a code, call your local health officer, the town clerk’s office, or the local Board of Health.

You can view Vermont’s Rental Housing Health Code on the Vermont Department of Health’s web pages: healthvermont.gov/regs/Rental_Housing_Code.pdf

Heating Requirements

Landlords must supply heating facilities capable of safely and adequately heating all habitable rooms. Local codes vary, but the Vermont Rental Housing Health Code requires that the heating facilities must be able to maintain the heat at the minimum temperature of 65 F when the outside temperature is -15 F. The Code forbids the use of space heaters with a flame that is not properly vented to a chimney or duct leading to the outdoors.

If heat is included in the rental charge, it is the landlord’s responsibility to provide adequate heat whenever the outside temperature is below 55 F, regardless of the time of year. If heat is not being provided when the tenant needs it, the landlord should be contacted immediately. If the landlord fails to supply heat, the Town Health Officer or Housing Inspector should be contacted. (See RIV Subsection on “[Enforcement of Housing Codes](#)”)

Utilities

Health Code prohibits a landlord 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 means that it is illegal for a landlord to shut off a tenant’s heat, water, or electricity under most circumstances.

The landlord must furnish facilities capable of safely and adequately providing heat, electricity and hot and cold water. The landlord must also provide watertight covered trash receptacles. It is up to the tenant and landlord to determine who will be responsible for paying for the utilities. If the tenant is to pay for all utilities it should be clearly established whether or not this includes water/sewer and trash removal. Burlington requires that the Landlord provide rubbish removal.

Smoke Detectors, Carbon Monoxide Detectors, and Fire Escapes

Landlords must provide the appropriate type of smoke detectors that are properly working and properly located in the building. Tenants should make sure before moving in that there are a proper number of working smoke detectors. If there are not, the tenants should insist that they are installed before moving in. It is against both state and some local laws for tenants to disable or destroy smoke detectors. Tenants should never remove the batteries of their detectors or otherwise interfere with them working properly. Tenants should check detectors at least monthly to make sure they are working properly and should notify the landlord immediately if they are not. Carbon monoxide (CO) detectors are also required by state law and some local laws.

You can find out more about both smoke detector and CO detector requirements from the [Fire Safety Division of the Vermont Department of Public Safety](#): (802) 828-2106, Toll Free (800) 640-2106.

Note: Burlington has detector requirements that are more stringent than the state code. For more information contact the Burlington Fire Marshal at: (802) 864-5577

**PROPERLY INSTALLED AND MAINTAINED CARBON MONOXIDE and SMOKE DETECTORS
SAVE LIVES!**

Fire Safety Regulations Enforced by the Fire Safety Division of the Vermont Department of Public Safety

In addition to the smoke detectors regulation discussed above, some additional fire safety regulations include:

- Each rental unit located on the first and second floor of a building must have a safe means of exit.
- A rental unit located above the second floor must have at least TWO safe means of exit, unless the unit is located continuously from the second to the third floor.
- Fire escapes must be structurally sound and accessible at all times.
- A fire extinguisher is required in each rental unit and should be located in or near the kitchen.
- Common shared stairways must be fire rated and must not be used for storage of combustible materials.
- Every sleeping room located in rental units below the fourth story is required to have at least one operable window or exterior door that is approved for emergency exit or rescue, unless an automatic sprinkler system is provided.

If a tenant or landlord requests an inspection, Fire Safety Division inspectors should do the inspection in a reasonable time after notification. See the “Resources” section of this Handbook for a contact list for the Fire Safety Division’s regional offices.

Appliances

Landlords are not required to provide appliances such as a stove and refrigerator, but since few tenants would rent apartments without such appliances, most landlords do supply them. If appliances are provided, the landlord is obligated to keep them in good working order, because there is an implied understanding that if the appliances are supplied they will work properly.

A landlord 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 tenant is responsible for all repairs to the appliances. Tenants, however, should be extremely reluctant to sign a lease with such a provision since it means that in the future they may have to pay a lot of money to have the landlord's appliances repaired, or do without them.

If a landlord does not fix a broken appliance for which he or she is responsible the tenant may fix it and deduct the cost from the rent. See "Repair and Deduct", for the proper way to do this.

There is no law which addresses whether a landlord is liable to the tenant for the value of food lost because a refrigerator breaks down. A tenant who wishes to pursue this can try Small Claims Court and it is possible that a judge may order the landlord to pay compensation, if the judge decides that the landlord had knowledge that the refrigerator would fail or was otherwise negligent See "[Using Small Claims Court](#)".

Indoor Contaminants

Many tenants and landlords are concerned about contaminants in their rental units. Examples of these contaminants include asbestos, formaldehyde insulation, carbon monoxide and lead paint. Since there can be severe health consequences with certain levels of these contaminants, their presence should not be ignored. Tenants and landlords with concerns about indoor contaminants can get advice from the [Vermont Department of Health's Asbestos and Lead Regulatory Program](#), the [Vermont Department of Health, Indoor Air Quality Resource Guide](#), and also see the [Vermont Department of Health, Lead Resource Guide](#) on the web.

All of these programs can be reached at 1-800-439-8550. The Department of Health also has several fact sheets on a number of specific indoor pollutants as well as general information about indoor air quality, such as ventilation, carpeting, air cleaners, etc.

Lead Paint Hazards

Vermont has a lead safety law that went into effect in 1996. Its requirements apply only to residential rental units built before 1978. This law requires all owners of such units to perform "essential maintenance practices" (EMPs) to reduce lead paint poisoning hazards, unless the building has been certified to be lead-free. After landlords have performed the required essential maintenance practices, and as long as they have not created any lead hazards, they receive a limitation on liability for lead poisoning law suits and are presumed to meet the warranty of habitability with respect to lead paint.

In addition to the state requirements, federal regulations require that a landlord or property manager of rental housing built before 1978 provide federally approved written information about lead paint poisoning hazards and disclose any known lead paint poisoning hazards to prospective or renewing tenants. Leases must also contain a provision informing tenants of the dangers of lead paint.

Certain types of housing (e. g. housing for the elderly) are exempt from the state and federal lead safety requirements. However, landlords may not refuse to rent to tenants with children as a way to try to avoid their obligations under the state and federal laws, as this would violate anti-discrimination laws (See "[Fair Housing Law and Illegal Housing Discrimination](#)").

For more information about lead safety, for a more detailed explanation of your rights and responsibilities under these laws or to learn more about the training for landlord, call the Vermont Asbestos and Lead Poisoning Prevention Program at the Vermont Department of Health at (802) 865-7786 or 1-800-439-8550. Information about lead safety may also be obtained from the [National Lead Information Center](#) at 1-800-LEAD-FYI (1-800-532-3394), and from the Vermont Lead Safety Project at (802) 453-5617, Also check out this document about lead safety on the Vermont Department of Health site: "[The Facts about Vermont's Lead Poisoning Prevention Act \(Act 165\)](#)". Burlington's Community and Economic Development Office operates the [Burlington Lead Program](#) 865-LEAD (5323). Their office address is: Burlington Lead Program, City Hall, Room 32, 149 Church Street, Burlington, VT 05401

Income eligible owners of owner occupied buildings containing from one to four residential units may be able to obtain loan guarantees for lead abatement through the Lead Paint Hazard Reduction Loan Guarantee Program of the Vermont Home Mortgage Guarantee Board. Information on this program is available from the Vermont Department of Health at 1-800-439-8550.

Technical and financial assistance for landlords and homeowners to reduce hazards due to lead paint is available through the [Vermont Housing and Conservation Board's Vermont Lead-Based Paint Hazard Reduction Program](#). Information on this program can also be obtained by phone: (802) 828-5064.

In Vermont state law, see: ([V.S.A., Title 18: Health Chapter 38: LEAD POISONING.](#))

Vermont's lead safety law requires landlords to do the following things:

Landlords or their property managers are required to attend a lead poisoning hazard training course sponsored or approved by the Vermont Department of Health to learn about their new legal obligations, the legal benefits of performing those obligations and about how to do repairs safely. For more information about the training, landlords can call the Vermont Lead Poisoning Prevention Program at the Department of Health at (802) 865-7786 or 1-800-439-8550.

- Landlords must provide state-approved lead paint hazard information to current and prospective tenants.
- In all units in which a child age 6 or under lives, landlords are required to clean all window wells and sills to which a tenant has access. This is to be done annually and whenever tenants move out.
- Landlords must clean all horizontal surfaces except ceilings at the change of tenants. This must be done using methods, products and devices approved by the Department of Health, for example, specialized, dust-reducing vacuum cleaners called HEPA vacuum cleaners.
- Landlords must install window well inserts or protect window wells by another method approved by the Department of Health.
- Landlords must post a written notice asking tenants to inform the landlord of deteriorating paint. [V.S.A. 18 V.S.A. § 1759 (A) "...all paint is presumed to be lead-based unless a certified inspector has determined that it is not lead-based."]
- Landlords must inspect the unit for deteriorating paint upon each change of tenant, and at least annually.

- Landlords must safely remove or stabilize areas of deteriorating paint greater than one square foot on interior surfaces and exterior porches. This must be done within 30 days of the inspection or within 30 days of being notified of deteriorating paint.
- If an area of deteriorating paint greater than one square foot is found on any other exterior surface in an area frequented by children age six or under, the landlord must stabilize the paint or restrict children's access. Deteriorating paint discovered on the exterior after November 1st of any year need not be stabilized or removed until May 31st of the following year.
- Landlords and contractors must take all reasonable precautions to avoid creating lead hazards during renovation, remodeling, maintenance or repair projects. Dry scraping, burning, water blasting, power sanding and sandblasting are specifically prohibited practices. Specialized cleaning of the work area, using a HEPA vacuum cleaner (or other products and devices approved by the Department of Health) must be done at the completion of the work.

Enforcement of Housing Codes

In most towns local Town Health Officers and Boards of Health are responsible for making sure rental units in that town meet the minimum standards of the Rental Housing Health Code. These officials have the authority to inspect the premises, and when a condition violates the code, to issue an order to the landlord to repair the premises. If the landlord does not comply with the order he or she can be sued by the municipality and/or the tenant.

A few towns have full-time building or housing inspectors paid to enforce rental housing codes. Some towns with their own municipally employed inspectors and/or their own municipal rental housing code include but are not necessarily limited to the following:

•Barre City(802)476-0263, •Bennington(802)442-1037, •Brandon(802)247-3635,
•Brattleboro(802)254-4831, •Burlington(802)863-0442, •Montpelier(802)223-9504, •Rutland(802)773-1800, •Winooski(802)655-6410

Health Officers are usually local volunteers appointed by town select boards and authorized by the Department of Health. Their activities are coordinated through the Vermont Department of Health. If you feel the Health Officer is not getting the problem resolved, you can call the nearest [Local District Office of the Vermont Department of Health](#).

Vermont Health Department District Offices:

•Barre(888)253-8786, •Bennington(800)637-7347, •Rutland(888)253-8802, •Burlington(888)253-8803, •Middlebury(888)253-8804, •Morrisville(888)253-8798, •Newport(800)952-2945, •St. Albans(888)253-8801, •Brattleboro(888)253-8805, •St. Johnsbury(800)952-2936,
•Springfield(888)296-8151, •White River Jct.(888)253-8799

If you are not sure who the enforcement official is in your town check in the following section of the Vermont Department of Health web site: healthvermont.gov/local/tho/tho.aspx , or call the municipality's clerk or town manager.

Burlington's Apartment Registration Ordinance & Certificates of Compliance

In Burlington, the minimum housing code ordinance requires owners of rental units to file a registration application with the city providing information about their rental units. Landlords with questions about the registration ordinance should call the [Burlington Code Enforcement Office](#) (802) 863-0442.

Landlords with rental units in Burlington are legally required to have a document called a “certificate of compliance,” issued by Burlington’s Code Enforcement Office, for each rental unit that is occupied. This document is proof that the property was in compliance with the City’s housing code at least as of the last inspection. The Burlington law (Sec. 18-21) requires that the certificate of compliance be made available to tenants or prospective tenants and that a copy of the certificate be displayed on the premises at all times.

Burlington’s law (Sec. 18-25) says that when an inspector finds a housing code violation that materially affects health and safety, the occupants will be notified of the existence of the violations. See Burlington Code of Ordinances: ([Chapter 18, ARTICLE II. DIVISION 1, Sec. 21 - Sec. 25](#)) ([See note on Accessing Burlington’s Laws On-Line](#))

Note: The City of Winooski and some other municipalities also require apartment registration. Find out from municipal officials if apartment registration is required in your town or city.

Burlington’s Tenant Relocation Law

In Burlington, if an inspector finds that the premises are a danger to the health, welfare and safety of the occupants or the general public, the inspectors may order that the premises be vacated and secured, i.e., condemned. If any tenants are displaced from their home by such an order, unless the tenants are responsible for the damage, the owner is responsible for paying relocation costs of the tenant. See Burlington Code of Ordinances: ([Chapter 18, ARTICLE II. DIVISION 1, Sec. 28](#)) ([See note on Accessing Burlington’s Laws On-Line](#))

Health and Safety Problems, Tenants’ Remedies

Landlords must maintain their rental property in compliance with applicable health and safety codes and should do so as a matter of standard practice. Open communication between the landlord and tenant can help make that happen, if problems arise that the landlord is unaware of. However, if the landlord fails to provide housing that meets code, the tenant should notify the landlord of problems in writing. The tenant should also contact the Town Health Officer or Housing Inspector and request an inspection to verify that the problem is a violation of the housing code. Once the Health Officer or town Board of Health issues an order, the landlord must make the repairs within a reasonable amount of time.

A reasonable amount of time will vary depending on the severity of the problem. For example, if the landlord supplies heat and the heat goes off in the middle of winter, a “reasonable” amount of time may be a few hours; but if the cold water faucet is dripping, the “reasonable” time for a repair might be as long as 30 days.

If a landlord receives written notice of a problem which materially affects health and safety of residents, from either a tenant, a governmental inspector - such as a health officer or a municipal housing inspector - or from a qualified independent inspector, and the landlord fails to make repairs within a reasonable amount of time, there are several remedies available to the tenant including:

- Withhold rent until the problem is corrected.
- Get a legal order (called an “injunction”) from a judge forcing the landlord to correct the problem.
- Sue for damages, costs and attorney’s fees.
- Terminate the rental agreement on reasonable notice.

A tenant can do any or all of these at the same time. The only instance where these remedies are not available is if the tenant or the tenant's guests caused the problem negligently or deliberately.

If you are considering using any of the four options above it is advisable to seek legal advice first if possible. In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4458. Habitability; tenant remedies.](#)) For information on Vermont's Rental Housing Health Code, contact Vermont's Department of Health Community Public Health Division.

Legally Withholding Rent Because of Major Code Violations

If major violations of the health or safety codes exist in an apartment, (a few examples would be: a lack of heat in winter, a sewer pipe leak, or a toilet that will not flush) the tenant may withhold rent to force the landlord to make repairs. Before a tenant can legally withhold rent, however, four things must be true:

1. Major code violations must exist that are serious enough to affect or potentially affect the tenant's health and safety;
and
2. The landlord must be given written notice of the problems from either the tenant, a governmental inspector such as a health officer or town housing inspector or from a qualified independent inspector;
and
3. The landlord must be given a reasonable amount of time to make repairs after getting the written notice; **and**
4. The problem can not have been deliberately or negligently caused by the tenant or the tenant's guests.

Written notice can be a note or letter from the tenant giving a simple description of the problem, preferably sent certified mail so that it can be proved that the landlord received it. The tenant should send written notice even if he or she has already given the landlord verbal notice, and even if written notice has also been given to the landlord by a third party, such as a Town Health Officer. The tenant should be sure to keep a copy of everything that is sent.

It is best if the landlord also has notice of the code violations from a Town Health Officer or other official inspector. The tenant should arrange an inspection before beginning to withhold rent. (See "[Enforcement of Housing Codes](#)") A copy of an inspector's notice of violation(s) will provide important evidence for the tenant if the landlord tries to evict them. If the tenant can show that he or she is withholding rent due to major code violations this will be a defense in court to an eviction for nonpayment of rent.

The tenant should set the rent money aside as it comes due and not spend it. (It is safest to put it into a bank account, although this is not required by law). This will show that the tenant was able and willing to pay rent, and withheld it only to force the landlord to make the repairs. The tenant will ordinarily have to pay the back rent to the landlord once the code violations are repaired. In extreme circumstances, however, a judge may rule that the landlord is not entitled to the entire amount withheld because the value of the apartment was diminished due to the major code violations.

Note: Withholding rent is a serious action, and a tenant considering it should seek legal advice first.

Minor Problems, “Repair and Deduct” Law

A tenant can “[Repair and Deduct](#)” for minor problems which violate the housing code, the warranty of habitability, or the terms of the rental agreement the tenant has the option of repairing the problems and deducting the cost from the next month’s rent.

In order to repair and deduct, a tenant must first give the landlord notice of the problem, preferably in writing. If the landlord fails to make the repairs within 30 days of being notified, the tenant may make the repair and deduct from the rent the actual and reasonable cost of the work, but no more than one half of one month’s rent.

The tenant must give the landlord written notice of the cost of the repairs when the deduction is made, along with receipts if available. Repair and deduct is not an option if the problem was deliberately or negligently caused by the tenant or the tenant’s guests.

Repair and deduct can be used not just for repairs, but also to put the landlord in compliance with terms of the rental agreement. For example, if the agreement calls for the landlord to provide garbage removal and he or she fails to do so, the tenant may hire someone to remove the garbage and deduct the cost from the rent after 30 days notice of the situation to the landlord.

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Chapter 4. Moving Out

Vermont state law requires that before ending a tenancy a tenant must give the landlord notice in writing at least one full rental payment period prior to the move-out date, if there is no written rental agreement to the contrary.

Burlington law requires a tenant to give at least two rental payment periods notice before terminating a tenancy unless there is a written rental agreement that states otherwise.

Moving Out, Tenant Initiated: End of Lease Period

When a written lease expires it does not automatically terminate the tenancy, unless the lease specifically states that the tenancy terminates and the tenant must leave when the lease is up. Very few leases are written with such a provision.

If the lease does not state the tenancy ends at the expiration of the lease period, the tenancy becomes month to month after the lease expires, and it is governed by the laws that regulate such tenancies. Or the lease automatically renews for a set period if such a provision is included in the lease.

Tenants who wish to move out at the end of the lease term should give the landlord written notice of their intention at least one full rental period (or two full rental periods in Burlington) before the lease expiration date. Otherwise, the tenant could be held liable for the rent for the month after the lease expires if the apartment goes unrented.

Breaking a Lease

As with any legally binding contract, there is usually a price to be paid for violating or breaking a lease. If, for example, a tenant moves out before the lease expires, s/ he could be held responsible for the rent for the remainder of the term covered by the lease. However, the landlord has a responsibility to make a reasonable effort to re-rent the apartment as quickly as possible. When the apartment is re-rented, the original tenant's responsibility ends. A landlord cannot keep a security deposit to pay rent if the new tenant is paying rent for the same period. However, a landlord may recover reasonable costs for re-renting an apartment, such as the cost of a newspaper advertisement, from a tenant who breaks a lease.

If more than one tenant signs a lease, any individual signer can be held responsible for all the rent due for the entire lease period. This means that if one of the tenants on the lease breaks the lease, the tenants who remain can be held liable for the full rent. The tenant who broke the lease, however, would be liable to the remaining tenants for any money they had to pay to make up his or her share of the rent, and could be sued by them in Small Claims Court.

A tenant may be able to break a lease with no further liability if the apartment has serious housing code violations that the landlord does not repair, provided the tenant follows the proper procedures. (See Health and Safety Problems, Tenants' Remedies)

Note: Tenants should seek legal advice before breaking a lease or rental agreement.

Subletting

If a landlord refuses to allow a tenant to break a lease, the landlord may consent to a sublease agreement. The tenant can then find someone else to move in for the rest of the lease period, but the original tenant would still be ultimately responsible for the condition of the apartment and timely payment of the rent. Subletting can be a convenient option for people wanting to return to a particular apartment after an absence, but it requires a great deal of trust in the other people moving in. Tenants should get the landlord's permission before subletting, preferably in writing.

Security Deposit Refunds - Legal Requirements

The landlord must return the security deposit by hand delivering or mailing it to the tenant's last known address within 14 days from the day the tenant moves out, together with a written statement itemizing any deductions. If the landlord fails to return the security deposit and statement within the 14-day period, the landlord must return the entire deposit. The 14-day period begins to run on the day the landlord has been made aware by the tenant that he or she has moved out. This is not necessarily the last day of the lease or the day the tenant and landlord agreed that the premises would be vacated. For example, if there is a lease until May 1 but the tenant moves out April 20, and the landlord is aware that the tenant moved out that day, then, in that case, the 14-day period begins to run from April 20.

A tenant who does not receive his or her deposit back or who disagrees with some of the deductions the landlord takes may go to Small Claims Court to try to recover the deposit. (See, "[Using Small Claims Court](#)") Tenants of apartments in Burlington and Barre can go to their local Housing Board of Review. It is sometimes possible to avoid this process if the tenant and landlord can work out a compromise. The parties may want to try to negotiate before, or even after, a claim has been filed in Small Claims Court.

If the landlord willfully withholds or fails to return the security deposit and written statement, the landlord may, at a judge's discretion, be ordered to pay the tenant two times the amount of security, plus reasonable attorney's fees and costs if the tenant goes to court.

What is "Normal wear and tear"?

Normal wear and tear is the deterioration which occurs normally with occupancy of a rental unit and which is not the result of negligence, carelessness, accident or abuse of the premises by tenants or their guests. [Definition from Vermont state law: " '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."]

A landlord cannot deduct from a security deposit the costs of ANY of the following things except to correct or repair damage caused by the tenant or their guests through negligence, carelessness, accident or abuse:

- Routine maintenance,
- Painting (unless careless, negligent, accidental or destructive tenant activity or actions make repainting necessary when it normally would not be),
- Re-advertising the apartment (except in some circumstances when the tenant has broken the lease) (See, "[Breaking a Lease](#)")
- Renovation of the unit.

Return of Security Deposits- If the building is sold:

An owner who sells a rental property must transfer all security deposits to the new owner, and the new owner must give the tenants his/ her name and address, and state that their deposit has been transferred. The new landlord then becomes responsible for returning security deposits. ([See "Sale of the Building"](#)).

Bartering for Security Deposits

If tenants barter with the landlord for the deposit, for example by doing work on the apartment in exchange for the deposit, the agreement should be put in writing to avoid misunderstandings when the tenant moves. It is especially important to clarify whether the work is done in exchange for the landlord not requiring the deposit, or if the tenant is to be paid for the work and the landlord is holding on to the payment as the deposit, which the tenant will receive when he or she moves out.

Burlington's Security Deposit Law

Burlington has its own ordinance regulating security deposits. ([See Burlington Ordinances \(Chapter 18, Sec 18-120\) at Municode.com](#)) This law limits the total amount of deposit a landlord can ask for to no more than one month's rent, regardless of whether it is called a security deposit, a damage deposit or a pet deposit, last month's rent, etc. The law allows a landlord to require an additional payment equal to one half the amount of one month's rent for allowing a pet or pets. This additional payment may not be charged for any animal that a tenant may have for assistance or treatment related to a physical or psychological disability. See Burlington law: Sec. 18-120 (a) (2)

The Burlington law also requires landlords to put the deposit into an interest-bearing account, with an interest rate at least equivalent to a current Vermont bank passbook savings account, and to give the tenant the interest when the tenant moves or apply it to money the tenant owes the landlord. The law also requires tenants and landlords to fill out an inspection checklist at the beginning of a tenancy listing the damages that already exist. In addition, the ordinance states that a tenant may not use his or her deposit as last month's rent unless the landlord agrees.

When a tenant vacates a dwelling, she or he should give the landlord a forwarding address for return of the security deposit. The landlord has the obligation to refund the security deposit plus interest, and to notify the tenant in writing of reasons for withholding any part of the refund, within 14 days after the premises are vacated. The written statement must also inform the tenant of the opportunity to request a hearing before the Burlington Housing Board of Review within 30 days of receipt of the landlord's written statement. The statement and any payment must be hand-delivered or sent certified mail to the last known address of the tenant, which may be the rental unit if no forwarding address has been provided. If the landlord fails to return the security deposit or provide a written statement, the landlord forfeits the right to withhold any portion of the security deposit.

Disputes between Burlington landlords and tenants concerning security deposits can be brought before the City's Housing Board of Review. Requests for a hearing before the Housing Board of Review regarding security deposit issues can be made for the following reasons:

- A Burlington landlord fails to refund a deposit (when due) plus interest;
- A landlord fails to document in writing the reasons for withholding all or part of a refund within the 14 day period;
- A tenant wishes to contest the reasons for failure to refund a deposit; or

- A tenant uses his or her deposit as last month's rent without the consent of the landlord (the landlord may request the hearing).

The request must be made by filling out a short form available at the City Clerk's office in City Hall. The request must be made within 30 days from the day the tenant receives written notification from the landlord stating why part or all of the deposit is being kept. However, if the landlord does not send this notification within 14 days from the date the tenant moved out, then the tenant has to file the request within 44 days of the move-out date. If the tenant misses this deadline the tenant is barred from using the Board to recover the deposit, but may still file in Small Claims Court, which would allow a later claim. (See, "[Using Small Claims Court](#)") However, delays in making any claim may hurt the chances of winning. To contact the Housing Board of Review call 802- 865-7122.

The Barre Security Deposit Law

Barre City has a security deposit law similar to the one in Burlington. Under this law deposits are limited to one month's rent, and tenants are entitled to the interest. Unlike in Burlington there is no specific requirement that the landlord is to keep the deposit in a bank account, but the tenant must receive a rate of interest equivalent to a Vermont passbook savings account.

Barre has a Housing Board of Review which is similar to Burlington's. Tenants who disagree with deductions taken from their deposits can schedule a hearing with the Board by filling out an application form at the City Manager's Office, at 6 North Main Street. Tenants must request a hearing within 30 days of getting written notice from the landlord of the deductions, or within 44 days of moving out if the landlord did not send written notice. Tenants who miss the deadline cannot use the Board to get back their deposit, but can still go to Small Claims Court. (See, "[Using Small Claims Court](#)") Anyone with questions about the Barre Housing Board of Review or any of the provisions of the deposit law can contact the City Manager's Office at (802) 476-0240.

Tips for Tenants regarding security deposits:

- Obtain a written receipt upon payment of a security deposit.
- Inspect the apartment together with the landlord prior to moving in.
- Draw up and keep a list of all existing damages signed by both parties.
- At end of tenancy, clean apartment and appliances, and have the landlord or landlord's representative inspect it with you, and have them sign and date a list of any damages.
- Take photographs of the cleaned apartment if trouble is anticipated getting the deposit back.
- Return keys and notify landlord of new mailing address.
- Wait for statement of damages, unpaid rent and deposit during 14-day period.
- After 14 days, contact landlord and request full deposit.
- If unsuccessful, consider Small Claims Court and, in Burlington and Barre City, the Housing Board of Review.

If the landlord returns a check for only part of the deposit, and the tenant feels that he or she should get back more, the tenant may cash the check and still preserve his or her right to contest the balance of the deposit. However, when the tenant signs the back of the check, the tenant should write underneath the signature that he or she is reserving his or her rights, using wording such as: "Endorsed under protest with all rights and remedies reserved." The tenant should then make a copy of the front and back of the check before cashing it.

Abandonment of an Apartment and Unclaimed Property

A rented residence (and any property left behind in it) is considered abandoned if **all** the following three things are true:

1. The landlord has good reason to believe the tenant is no longer living there;
and
2. Rent is not current;
and
3. The landlord has made reasonable efforts to find out the tenant's intentions.

When a tenant abandons a unit, the landlord must store the tenant's personal property in a safe and dry location for at least 60 days, regardless of the value of the property. The landlord must send the tenant a letter, mailed to the tenant's last known address, notifying the tenant that the landlord plans to dispose of the property if the tenant does not claim it within the 60 days. The 60 days begins to run from the date of the notice, not the date that the tenant abandons the unit, so if the landlord intends to dispose of the tenant's property he or she must send this notice first. Landlords may, however, dispose of trash, garbage or refuse immediately.

The tenant may claim the property within the 60 days by providing the landlord with a reasonable written description of the property, as well as payment of the fair and reasonable cost of storage and any related reasonable expenses incurred by the landlord. If the tenant provides the written description and payment to the landlord, the landlord must make the property available to the tenant immediately, at a reasonable place. The landlord may only require the tenant to pay the reasonable storage and related expenses before returning the property.

It is illegal for the landlord to hold the tenant's property because the tenant owes the landlord any other money, such as unpaid rent or utility bills. If the tenant does not claim his or her property within the 60 days it becomes the property of the landlord, who can keep it, sell it or otherwise dispose of it.

Moving Out - Six Things to Remember

1. Give the landlord proper notice according to the terms of the lease. If there is no lease, a full rental period's notice is required (two rental periods in Burlington).
2. If you are having problems moving out by the specified date, keep the landlord informed so that the next tenant to move in is not inconvenienced.
3. Give the landlord a forwarding address for mail, and where the security deposit can be sent.
4. Before moving, go through the apartment with the landlord and inspect for damage. Ideally, both of you should sign a list of the damages, and a third party should witness it.
5. If you pay for utilities, provide the landlord with copies of the final bills, if requested by the landlord.
6. The apartment should be left clean, the floors vacuumed and swept, garbage removed, appliances cleaned, and generally left in the condition in which you found it when moving in.

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Chapter 5. Evictions

Evictions - An Overview

Eviction is the legal procedure used when a landlord wants a tenant to move out of an apartment. The eviction process protects the rights of both parties. A tenant is not “evicted” until the entire court process is completed, a judge issues an order, and the order is delivered to the tenant.

NOTICE: A tenant can be evicted at any time of year, even in the winter, and even if the tenant has children or a disability, provided the tenant has been given a proper notice and legal process.

If a landlord wants to evict a tenant, he or she must first give the tenant an eviction notice (also known as a notice to vacate or a notice to quit). Proper notice must be written, give the reason for the eviction, include the termination date, and be properly furnished to the tenant a specific period of time in advance. The amount of advance notice the tenant receives depends on the reason for the eviction.

If the tenant hasn't moved by the termination date, the landlord must sue the tenant in court to get him or her out. It ordinarily takes at least two months from the start of the eviction to get a judge's order saying the tenant has to leave, and it can take much longer.

Under no circumstances may a landlord remove a tenant who is still living in an apartment without first getting a judge's order. The judge's order (called a “*Writ of Possession*”) directs the sheriff to put the landlord back into possession of the rental unit.

Nonpayment of Rent

If the eviction is for nonpayment of rent, the landlord must provide the tenant with written notice giving the tenant at least 14 days to pay in full or to leave. The notice must specifically state how much rent is due, and that if the tenant pays all back rent due before the termination date, the tenancy will continue. A tenant can “catch up” this way only three times in twelve months; after that the landlord can evict for nonpayment, even if the tenant did pay the back rent.

A landlord may, with 14 days written notice, terminate the tenancy for non-payment of rent any time after the tenant falls behind in the rent.

Termination of Tenancy with Sale of Building

Tenants are entitled to at least 30 days written notice to vacate from a current landlord who is selling the building, if the tenants are renting month to month. A landlord who recently bought a building is not entitled to this shortened notice requirement. Only the landlord who has contracted to sell a building can give 30 days notice to vacate; once the new owner takes over, he or she has to give the tenant normal “No Cause” eviction notice if he or she wants the tenant out due to no fault of the tenant (see below, “For No Cause”). However, if there is a written rental agreement, it is binding and will be transferred to the new owner.

Eviction for Breach of the Rental Agreement

If the tenant violates the lease or the landlord/ tenant law, the landlord may terminate the tenancy by giving the tenant at least 30 days written notice. The notice must specifically state what actions of the tenant are the cause(s) for the eviction.

Termination of Tenancy for “No Cause”

Under Vermont state law if a landlord is terminating a tenancy for none of the reasons explained above or for no given reason (called a termination for “no cause” in legal language), and the tenant is renting by the month, the tenant is entitled to at least 60 days written notice, or 21 days written notice if renting by the week. Tenants who have resided continuously in the same premises for more than two years, and who rent by the month, are entitled to a ninety (90) day notice for a termination for no cause. However, if there is a written rental agreement for a set period of time, a tenancy may not be terminated for no cause before the end of the lease period unless the lease specifically allows it. (See section below on [Termination of Tenancy for “No Cause” Under Terms of a Written Rental Agreement.](#))

If a tenant receives a no cause termination notice and decides to move out earlier, he or she must still give the landlord a full rental payment period notice of moving. (See: [Chapter 4, “Moving Out”](#))

Termination for “No Cause” In Burlington:

In Burlington if there is no written rental agreement, a tenancy cannot be terminated for no cause without ninety (90) days notice if the tenancy has lasted for under two years or one hundred twenty (120) days if the tenancy has lasted over two years. In Burlington, if there is a written rental agreement, a notice for termination for no cause would simply have to follow the state law for termination for no cause under terms of a written rental agreement. (See below.)

Termination of Tenancy for “No Cause” Under Terms of a Written Rental Agreement

For all of Vermont, including Burlington: If there is a written rental agreement, it may provide that the landlord or the tenant may terminate the tenancy for no cause or for any reason on which the parties agree. Such a written provision may reduce the notice period required for a no cause termination to less than 60 days, but, under no circumstances may the written agreement allow the landlord to give a tenant less than thirty (30) days notice of termination for no cause if rent is payable monthly, or seven (7) days if payable weekly.

If a tenant has resided continuously in the same premises for more than two years, and rents by the month, the lease may not reduce the amount of notice time the tenant has for a no cause termination to less than sixty (60) days.

Termination of Tenancy if Renting in the Landlord’s Home

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.

Eviction of Farm Workers

Farm workers 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 tenant, and if the farmer wants the farm worker to leave the housing the farmer must follow proper legal procedures. The law does, however, allow the farmer a speeded up process to evict the farm worker, 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 he or she 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.

A farmer who wants to evict a worker should contact an attorney in order to properly comply with the requirements of this law, and can also contact the Vermont Farm Bureau at (802) 434-5646 for general advice on farmers' rights and responsibilities.

Farm workers with questions should call their local Legal Aid office or Vermont Tenants, Inc. They can also contact the CVCAC Farm Worker Program (a statewide program) at 1-800-639-8710 for general information and assistance. If a farmer tries to throw a worker out without getting a court order, the worker should also contact the local police immediately, as it is an illegal eviction. In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4469. Termination of occupancy of farm employee housing](#))

Summary of Notice Periods for Termination of Tenancy

- Nonpayment of Rent - 14 day written notice.
- Breach of the Rental Agreement - 30 day written notice.
- For No Cause (only for a month-to-month or week-to-week tenancy) - 60 day written notice if renting monthly, or 21 days if renting weekly. 90 day written notice if the tenant has resided in the premises continuously for over two years and rents monthly.
- In Burlington: For "No Cause", WITH NO WRITTEN LEASE - 90 day written notice if tenant has resided in the home for less than two years. 120 day written notice if tenant has resided in the home for over two years.
- Under the Terms of a Written Rental Agreement - Whatever time period the parties agree on in the lease agreement, but no less than 30 days if renting monthly, and no less than 7 days if renting weekly. No less than 60 days if renting monthly and the tenant has resided in the premises continuously for over two years.
- Renting in the Landlord's Home - 15 days written notice from either party.
- Sale of the Building – (This only applies if there is no written lease or if a written lease specifically allows for early termination of tenancy.) - 30 day written notice from the person selling the building (only if a contract to sell has been signed), or - 60 day written notice from

the buyer after purchase of the building, or 90 days if the tenant has resided in the premises continuously for over two years. (Same as regular termination of tenancy for no cause.)

If the tenant does not leave by the termination date, the landlord must get a court order (called a “Writ of Possession”) before the tenant can be removed.

Going To Court

If the tenant hasn’t moved by the termination date in the notice, the landlord can sue the tenant in the Superior Court of the county where the property is located. The landlord must have the court papers (called a Summons and Complaint) delivered to the tenant by a sheriff or constable. Once the tenant is served with a Summons and Complaint, he or she must give a written response (called an Answer) to the court and give a copy of the Answer to the landlord’s lawyer within 20 days of being served. If a written response is not filed, the Court will issue an Order giving the landlord the right to take possession of the apartment shortly after the sheriff delivers the Order to the tenant. Just showing up in court without filing a written answer will not prevent this. **A tenant should seek legal advice as soon as he or she receives the “*Summons and Complaint*.”**

If an Answer is filed with the court, the case will eventually be scheduled for trial, unless the tenant and landlord work out a deal beforehand. Such a deal may provide, for example, that the tenant will move out on a certain day, in exchange for the landlord dropping some or all of his or her claim for back rent. Any settlement should be put in writing with each party getting a copy, and another copy should be filed with the court clerk.

The landlord may at any time ask the judge to order the tenant to pay the rent that comes due while waiting for trial into an escrow account with the court. This order cannot be for payment of rent that the landlord claims is due from the past. A rent escrow order can only order the tenant to pay rent that comes due after the date of the hearing on the landlord’s request for rent escrow. The tenant has the right to argue that the full rent should not be paid into court if the building is not in compliance with habitability laws. If the judge orders the tenant to make rent escrow payments and the tenant fails to pay as ordered, the judge will issue an order called a “*Writ of Possession*”. [In state law, see: ([V.S.A. Title 12: Court Procedure Chapter 169: EJECTMENT](#) [V.S.A. § 4854 Judgment for plaintiff; writ of possession](#))] This Order will give the landlord the right to take possession of the apartment not less than five business days (not including weekends and holidays) after the Writ is served. Since the tenant has the right to argue against payment into court, this is another reason why the tenant should seek legal advice as soon as s/he receives a Summons and Complaint or other court papers.

If the tenant pays rent into Court, the case will eventually be scheduled for trial. At the trial, both the tenant and the landlord will have a chance to ask questions of each other and all witnesses, and argue their cases to a judge or jury. After the judge has listened to all the evidence and arguments by both sides, she or he will issue a written decision, called an Order. The Order may set a date by which the tenant must move, and state how much rent, if any, must be paid. In some cases, the Court may decide that the tenant has the right to stay and/ or that the landlord owes the tenant some money. If this happens, the Court will deny the landlord’s request that the tenant be evicted and issue an Order for the benefit of the tenant.

Even without a lease, if a tenant loses in his or her defense against an eviction, a landlord may be entitled to court costs, sheriff’s fees and attorneys fees if the tenant

- Has not complied with his or her responsibilities under building, housing and health regulations;

- Has disturbed other tenants' peaceful enjoyment of the premises;
- Has deliberately and negligently cause destruction of the premises; or
- Has vacated the premises without giving proper notice.

In Vermont state law, see: ([V.S.A., TITLE 9, Chapter 137, § 4456. Tenant obligations; use and maintenance of dwelling unit](#))

If the landlord loses the case, even without a lease, the tenant may be able to recover attorneys' fees if the landlord:

- Has violated the warranty of habitability; [9 V.S.A., Chapter 137, § 4458(a)(b)]
- Has violated the Consumer Fraud Act; [9 V.S.A. Chapter 63: CONSUMER FRAUD, §§ 2451-2462.]
- Has failed to return the security deposit or a statement of security deposit within fourteen (14) days; [9 V.S.A., Chapter 137, § 4461(e)]
- Has engaged in an illegal eviction (a self-help eviction); [9 V.S.A., Chapter 137, § 4464(b)]
- Has engaged in retaliatory conduct which is prohibited; [9 V.S.A., Chapter 137 § 4465(b)]
- Has discriminated in the rental of housing; [9 V.S.A., Chapter 139: DISCRIMINATION; ... RENTAL...§ 4506. Enforcement; civil action (b)]
- Has converted apartments to condominiums without complying with the Condominium Ownership Act. In Vermont state law, see ([Title 27: Property Chapter 15: CONDOMINIUM OWNERSHIP ACT, § 1331, Definitions](#), and [§ 1339. Violations](#))
- Generally a landlord can get attorney fees for non-payment of rent if it is included in the lease.

If the tenant loses the case, the court will issue to the landlord a Writ of Possession. If the tenant does not move by the date set by the judge, the Writ of Possession directs the sheriff to put the landlord back into possession of the unit. If necessary the sheriff could physically remove the tenant, and the landlord would be allowed to change the locks. This could occur no sooner than five business days from the day the sheriff serves the Writ of Possession on the tenant.

A Summary of Illegal Actions that May be Taken By Some Landlords

(Such actions are sometimes called "self help" evictions, "constructive" evictions, or simply illegal harassment.)

It is illegal for a landlord to:

- Turn off the heat, electricity, or other utilities except for temporary interruptions for emergency repairs.
- Padlock the door to an apartment (without a court order) so the tenant cannot get in.
- Move a tenant's belongings out of an apartment without a court order.
- Confiscate or deny a tenant access to his or her belongings due to back rent owed or any other reason.(The landlord may, however, require the tenant to pay reasonable moving and storage costs if the landlord has lawfully removed the tenant's property.)

Remedies for Illegal Evictions

If the landlord has taken any of the above illegal actions a tenant should:

- Notify the police at once if the landlord is in the act of committing an illegal eviction.
- If utilities have been shut off, notify the utility company and the town health officer or housing inspector. (See, "Enforcement of Housing Codes")

- If the landlord has illegally locked the tenant out, the tenant can take necessary steps to get back in; this may include reasonable use of the least destructive force necessary to gain reentry into the apartment. Such action should be taken only if the tenant is unable to convince the landlord to let him or her back in and access to the unit and/or personal possessions is relatively urgent. (The tenant should first notify the police of his or her intention to do this to avoid any misunderstanding.)
- Contact an attorney to explore possibly bringing an action for injunctive relief, damages, costs and attorney's fees.

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Basic Responsibilities of Tenants and Landlords, A Quick Reference List

Landlords' Responsibilities

- Landlords must ensure that the premises are maintained in a decent, safe, sanitary condition.
- Landlords must ensure that each dwelling unit has an adequate heating system and complies with all applicable codes.
- Landlords must allow tenants the full use and enjoyment of the dwelling unit and comply with the rental agreement and the law regarding landlord access to the rental unit.
- Landlords cannot use a lease which takes away any of the tenant's basic rights under the law.
- Before ending the rental agreement, the landlord must give proper notice to the tenant and, in the case of an eviction, follow proper legal procedures.

Tenants' Responsibilities

- Rent must be paid at the time and place agreed upon by both parties under the rental agreement.
- Tenants must keep their dwelling units safe and clean, take care not to cause damage beyond normal wear and tear, and notify the landlord of all problems.
- Tenants and their guests must conduct themselves in a manner that will not disturb other tenants' peaceful enjoyment of the premises.
- Before ending the rental agreement, the tenant must give proper notice to the landlord.

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LIST OF RESOURCES

Vermont Tenants, Inc. (VTI), CVOEO

Tenants - Phone: (802)864-0099 or 1-800-287-7971 (Voice mail messages system only - calls usually returned within 2-48 hours depending on call volume, day of work week, holidays, etc.) , 294 North Winooski Avenue, Burlington, VT 05401.

Attorney General's Office, Consumer Assistance Program

(802) 656-3183, 104 Morrill Hall, U. V. M., Burlington, VT 05405, 1-800-649-2424; (TDD), Assists in the resolution of consumer complaints. Investigates where there are a number of complaints against the same business.

Burlington Code Enforcement Office:

Enforces Burlington's Rental Housing Code and Zoning Ordinances

(802)863-0442, FAX 802-863-0466,
645 Pine Street, Suite A, Burlington (Public Works Building)
Mailing Address: Code Enforcement Office, PO Box 849, Burlington, VT 05402-0849

Burlington Fire Department, Fire Marshal division:

(802)864-5577

www.fire.ci.burlington.vt.us/

Community Action Agencies in Vermont:

Multi-service organizations supporting the broad interests of low and moderate income people statewide.

- North East Kingdom Community Action, Inc. (NEKCA): (802)334-7316; 1-800-639-4065 (Voice/ TDD)
- Champlain Valley Office of Economic Opportunity, Inc. (CVOEO): [For Tenant issues see contact number above for Vermont Tenants, Inc.]
- Central Vermont Community Action Council, Inc. (CVCAC): (802)479-1053 (TDD); 1-800-639-1053
- Community Action in Southwestern Vermont (BROC): (802)775-0878; 1-800-717-2762
- Southeastern Vermont Community Action, Inc. (SEVCA): (802) 722-4575; 1-800-464-9951

Division of Fire Safety, Vermont Department of Public Safety

National Life Building Drawer 20, Montpelier, Vermont 05620-3401, (802)828-2106, Toll Free (800)640-2106, Fax: 802.828.2195 In addition to the main office listed above, the Department of Public Safety, Fire Safety Division, maintains regional offices:

Chittenden, Franklin, Grand Isle and Addison Counties (802)879-2300
Rutland and Bennington Counties (802)786-5867
Windsor and Windham Counties (802)885-8883

Washington, Orange, Lamoille, Caledonia and Orleans Counties (802)479-4434
City of Burlington's fire safety is covered by the **Burlington Fire Marshal's office: (802)864-5577**
and limited aspects by the City's Code Enforcement Department (802)863-0442

Vermont Human Rights Commission

(802)828-2480 (Voice/ TDD) 1-800-416-2010,
135 State Street, Montpelier, VT 05633-6301,

E-mail: human.rights@hrc.state.vt.us, Investigates and prosecutes violations of Vermont's laws prohibiting discrimination in public accommodations, State employment, and in the rental and sale of housing.

www.hrc.state.vt.us/

Lawyer Referral Service

1-800-639-7036

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. Open 8 A. M. to 4 P. M., Monday-Friday.

www.vtbar.org/static/vtbar/lawyer_referral/information.php

Vermont Apartment Owners Association

(802)985-2764; or 1-888-LOW-RENT (1-888-569-7368)

P. O. Box 3246, Burlington, VT 05401-3246 A trade association representing both commercial and residential landlords in the state of Vermont.

Vermont Center for Independent Living (VCIL)

(802)229-0501(TDD), or 1-800-639-1522 (TDD), www.vcil.org/

(A description of the organization taken from their web site follows.) "**The Vermont Center for Independent Living (VCIL)**, a non-profit organization directed and staffed by individuals with disabilities, works to promote the dignity, independence and civil rights of Vermonters with disabilities. Like other independent living centers across the country, VCIL is committed to cross-disability services, the promotion of active citizenship and working with others to create services that support self-determination and full participation in community life."

Vermont Department of Public Service, Consumer Affairs Division

1-800-622-4496, 112 State Street, Montpelier, VT 05620 1-800-734-8390 (TDD) Addresses questions about utility collection practices, disconnection and deposits for consumers of utilities such as electric, telephone, cable and piped natural gas.

Vermont Law Help Web Site

www.vtlawhelp.org/Home/PublicWeb

An interactive, user friendly web site sponsored jointly by Legal Services Law Line of Vermont and Vermont Legal Aid.

Vermont Legal Aid, Inc.

www.vtlegalaid.org/

Call 1-800-889-2047 Offices throughout the state offering financially-eligible tenants advice on all aspects of landlord/ tenant problems and representation in court actions.

- Burlington: 264 North Winooski Avenue, Burlington, Vermont 05402
- Montpelier: 7 Court Street, Montpelier, Vermont 05601
- St. Johnsbury: 177 Western Avenue, Suite 1, St. Johnsbury, Vermont 05819
- Rutland: 57 North Main Street, Rutland, Vermont 05701
- Springfield: 56 Main Street, Suite 301, Springfield, Vermont 05156

Vermont Department of Health, Community Public Health Division

healthvermont.gov/admin/cph/cph.aspx

Phone: (802) 863-7333 or (800) 464-4343 ext. 7333 (from within Vermont), TTY/TDD: Dial 711 first, FAX: (802) 865-7754, Vermont Department of Health, Division of Community Public Health, Municipal Health Officer Program, 108 Cherry Street, P.O. Box 70, Burlington, VT 05402-0070,

Vermont's **Local Boards of Health** (made up of **Town Health Officers** and local Selectboards) enforce the Vermont Rental Housing Health Code. For a list of Town Health Officers, go to: Vermont Municipal Health Officers Listing on the Vermont Department of Health Web Site. (healthvermont.gov/local/tho/tho_list.aspx)

In addition to Town Health Officers, **Environmental Health Designees** in the 12 Department of Health Offices located throughout Vermont oversee town health officers to make sure rental housing units meet state standards. They are involved with issues of water quality, sewage, and other health related problems. Look up Vermont's Department of Health District Offices List on-line: healthvermont.gov/local/district/district_office.aspx.

Vermont Department for Children and Families, Economic Services Division

www.dsw.state.vt.us/dopage/do_hp.htm

1-800-287-0589 Offices throughout the state offer eligible tenants help with rent, temporary housing and fuel and utility bills.

Vermont Housing Finance Agency (VHFA)

www.vhfa.org/

(802) 864-5743 or 1-800-287-8432 (TDD) P. O. Box 408, Burlington, VT 05402-0408 If you are thinking about buying a home of your own, VHFA provides low interest mortgage financing programs to modest-income Vermonters. Call for current program details.

Vermont State Housing Authority (VSHA)

www.vsha.org/

(802) 828-3295; 1-800-798-3118 (TDD); 1-800-820-5119 (message phone). 1 Prospect St., Montpelier, VT 05602-3556; The VSHA administers several programs including Section 8 rental subsidies and Public Housing Rental for lower income Vermonters. Call for more information and income guidelines.

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A summary of the information in *Renting In Vermont* is/ or will become available in several different languages and alternate formats. Contact Vermont Tenants for details. Bulk copies of the printed version of this handbook are available for \$2.00/copy from Vermont Tenants, Inc. They are available for nonprofit agencies on a sliding scale fee basis. Single individual copies are provided to individuals for personal use free of charge.

The earliest edition of the Renting In Vermont handbook was developed in 1986 by Kirby Dunn, Hollis Hope and Jim Libby in collaboration with Vermont Legal Aid, Inc. and others. Eight new hard copy editions later many people have contributed in numerous ways to making this handbook what it is today. The following people contributed specifically to revisions in the 8th hard copy edition of this handbook: Eugene M. Bergman, Esq., Willa Darley Chapin, Kevin Lunn, John J. McCullough III, Esq., Nadine L. Scibek, Esq., Stephen A. Unsworth, Esq., and Ted A. Wimpey.

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- Vermont Center for Independent Living
- Vermont Department for Children and Families
- Vermont Housing and Conservation Board
- Vermont Housing Finance Agency

- Vermont Office of Economic Opportunity-
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