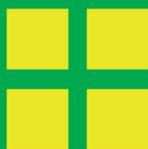


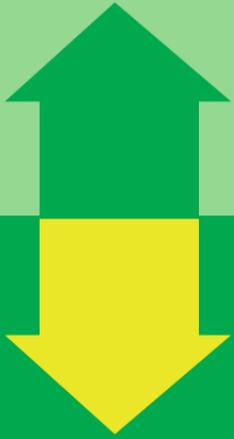
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GREEN BOOK



FIRST EDITION, 2018

Compiled by the Student Bar Association
Housing Committee at Vermont Law School



DISCLAIMER

This pocket guide is intended to provide Vermont Law School students renting in South Royalton with a concise overview of tenant protections and housing resources available to them. No information contained in this guide is intended as legal advice. Please consult a licensed legal professional.

HOW TO USE THIS GUIDE

The first part of this guide is organized alphabetically by topic. Each entry includes citations to relevant portions of state statutes, rental housing health code, and other sources.

SOURCES CITED IN THIS GUIDE

The information contained in this guide is a digest of the rules and regulations contained in Vermont Statutes Annotated, the Vermont Department of Health Rental Housing Health Code, and the National Fire Protection Association Codes 1 and 101, which Vermont has adopted. Because South Royalton is not a zoned community, there are no town ordinances relevant to rental housing to include.



your basic RESPONSIBILITIES AS A TENANT

(under 9 V.S.A. § 4456)

- Pay your rent on time.
- If you are terminating your lease, you must notify your landlord at least one rental payment period prior to the date specified in your termination notice, unless otherwise specified in your lease.

*For example, if you give a “30-day notice” on April 15, but you normally pay rent on the first of the month, you are responsible **through all of May**—not just until May 15.*

- You must conduct yourself in a way that does not disturb other tenants’ peaceful enjoyment of the premises, and require any visitors to do the same.
- You cannot create or contribute to the noncompliance of your unit with applicable provisions of building, housing, and health regulations.
- If you violate any of the above items, your landlord is entitled to recover damages, costs, and reasonable attorney’s fees.

your RIGHTS AS A TENANT



ABANDONMENT

- If you abandon your unit and leave behind any personal property, your landlord must place it in a safe, dry, secured location and mail notice to your last known address that they plan to dispose of the property after 60 days if unclaimed.
- You may claim this property by providing your landlord with a reasonable written description of it and payment of the fair and reasonable cost of storage, as well as any related reasonable expenses incurred by the landlord.
- If you do not claim your property within 60 days, it becomes your landlord’s property. If you claim it within that time, your landlord must immediately make it available at a reasonable place.
- If you provide your landlord with actual notice of vacating your unit, or vacate your unit at the end of your rental agreement, your landlord may dispose of any personal property without notice or liability.

9 V.S.A. § 4462



FIRE SAFETY

- There must be a smoke alarm in every bedroom, outside or in the immediate vicinity of bedrooms, and on each floor of your unit, including the basement.
- Your smoke alarms must be either connected to the building's electricity or battery operated.
- Your landlord must keep all exits free and unobstructed.
- There must be a secondary means of escape in the event of a fire. It must be either an outside window or door operable from the inside without the use of tools, keys, or special effort.

NFPA 1 4.4.3.1.1, NFPA 101 31.3.4.5, 24.2

HEAT

- Your landlord must supply heating facilities capable of safely and adequately heating all habitable rooms. 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.
- If heat is included in the rental charge, it is your landlord's responsibility to provide adequate heat whenever the outside temperature is below 55° F, regardless of the time of year.
- Overheating one room in order to heat the others to 65°F is prohibited.

7.1, 7.3, VT Dept. of Health, Rental Housing Health Code

LANDLORD VISITS

- Your landlord must give no less than 48 hours' notice before entering your unit for the following reasons, between the hours of 9 a.m. and 9 p.m.:
 - to inspect the premises, when necessary
 - to make necessary or agreed-on repairs, alterations, or improvements
 - to supply agreed-on services
 - to show the unit to prospective or actual buyers, mortgagees, tenants, workers, or contractors



- Your landlord may enter your unit without your consent only when there is a reasonable belief that there is imminent danger to any person or property.

9 V.S.A. § 4460

LIGHTS

- Your kitchen should have at least one light and two outlets.
- Your entrance should be adequately lighted to provide for safe access.

9.2, 9.4, VT Dept. of Health, Rental Housing Health Code

LOCKS

- You should have at least one working lock on each entry door and ground-level window.
- Locks cannot require special effort or knowledge to use and cannot require using a key to exit an interior space.
- Your landlord cannot change your locks without a court order.

Nat'l Fire Protection Assn. Life Safety Code
101-7.2.1.4.5.1, 7.2.1.5.10.3, 9 V.S.A § 4463

MOLD

- Your landlord must keep your unit free of regular or periodic standing water and/or excessive moisture. These typically result in mold growth.
- If you find mold in your rental unit you should inform the town health officer. (See **CONTACTS**)
- The town health officer should take the following sequence of steps:
 - (1st) inspect your rental unit and the property on which it sits;
 - (2nd) inform your landlord;
 - (3rd) request voluntary compliance from your landlord to stop the water instruction into your rental unit;
 - (4th) re-inspect your rental unit and the property on which it sits within 30 days.

10.3, VT Dept. of Health, Rental Housing Health Code



PESTS

- Your landlord is responsible for the extermination of pests in all hallways, foyers, stairways, basements, or any other common space used by tenants of more than one unit.
- Your landlord is responsible for pest extermination when the infestation in your apartment is caused by their failure to maintain it. But if you caused it, you are responsible for extermination.

6.1.2, 6.1.3, 6.2

VT Dept. of Health, Rental Housing Health Code

RENT

- Your landlord must give you 60-days notice of any rent increase.
- Your landlord may charge you for actual, reasonable expenses they incur because

you are late in paying rent. However, you are not required to pay any late fee not reasonably related to your landlord's expenses and intended as a penalty.

9 V.S.A. § 4455(b); Highgate Associates, Ltd. v. Merryfield, 597 A.2d 1280 (Vt. 1991).

REPAIRS

If, after 30-days notice, your landlord fails to repair a minor problem and bring your unit into compliance with the housing code or your rental agreement, you can make the repair yourself and deduct the actual and reasonable cost of the work from your rent.

- For example, if your landlord must provide garbage removal under your rental agreement and they fail to do so, you may hire someone to remove the garbage and deduct the cost from your rent after giving your landlord 30 days notice.

- The cost cannot exceed one-half of one month's rent.
- You must give your landlord notice of this deduction, preferably in writing.
- This remedy is not available if you or your guests deliberately or negligently caused the problem.
- Remember: keep your receipts.

9 V.S.A. § 4459



RETALIATION

- It is illegal for your landlord to retaliate against you because you:
 - reported your health or safety concern to a governmental agency
 - complained to your landlord about your health or safety concern
 - organized or joined a tenant association
- For example, there is a presumption of retaliation if your landlord notifies you they are terminating your rental agreement for any reason other than nonpayment of rent, within 90 days after a municipal or state governmental entity (i.e., health inspector) determines the premises are not in compliance with applicable health or safety regulations.

9 V.S.A. § 4465

SECURITY DEPOSIT

- Your landlord must hand-deliver or mail your security deposit within 14 days from the date you vacate. It must include a written statement listing any deductions.
- If your landlord fails to return your security deposit within 14 days from the date you vacate, they forfeit the right to withhold any portion of it. Your landlord can still

charge you for damages or unpaid rent; they just can't deduct it from your security deposit at that point.

- If the failure is willful, your landlord is liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.
- You are not responsible for damage caused by normal wear and tear, or actions or events beyond your control (i.e., flood).

9 V.S.A. § 4461(b)(2), (c), (d), (e)

SNOW & ICE REMOVAL

- Check your lease agreement.



VENTILATION

- Every room (excluding bathrooms, closets, and storage spaces) should have at least one window or door that can be opened to admit fresh air.
- Your landlord must provide screens on all openable windows, free of tears or holes.
- Your bathroom must be properly ventilated to prevent the buildup of moisture.
- Your clothes dryer should be vented directly outside the building.

8.1.1, 8.1.2, 8.1.4, 8.1.5, VT Dept. of Health,
Rental Housing Health Code

WASTE REMOVAL

- Trash, recyclables, and food scraps placed outside must be stored in receptacles provided by your landlord.
- Your landlord must make arrangements for the removal of trash, recyclables, and food scraps.
- Your landlord is responsible for keeping all common areas free of trash, recyclables, and food scraps.
- Trash, recyclables, and food scraps must be removed at least once a week.

5.5.1.1, 5.5.1.2, 5.5.2.1, 5.5.2.2, 5.5.3.1,
VT Dept. of Health, Rental Housing Health Code

WATER

- Every kitchen and bathroom sink should have hot water.
- Your shower should reach a water temperature between 100°F and 120°F.
- If your access to water is disrupted for some reason, your landlord must provide an “alternate, adequate, and accessible” supply for drinking and sanitation.

5.4.3, 5.4.4, 10.3, VT Dept. of Health,
Rental Housing Health Code





your OPTIONS

under 9 V.S.A. § 4458 (a)

IF your landlord fails to comply with their obligations for habitability, and

IF you or a governmental entity or qualified independent inspector sent your landlord actual notice of the noncompliance, and

IF your landlord fails to make repairs within a reasonable time, and

IF the noncompliance materially affects your health and safety,

THEN you can:

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

- If possible, seek professional legal advice before pursuing any of the above four options. These remedies are not available if the noncompliance was caused by your negligent or deliberate act or omission, or a person on the premises with your consent.

CONTACTS

- Always contact your landlord first before seeking any of the below resources.

Katie Merrill

VLS Housing Coordinator
802-831-1070
kmerrill@vermontlaw.edu

Nancy Wight

VLS Housing Coordinator
802-831-1220
nwight@vermontlaw.edu

South Royalton Legal Clinic

802-831-1500
smee@vermontlaw.edu

David Palmer

Town Health Officer, Royalton
802-763-8133
802-558-0661 (cell)
wrva101@yahoo.com

Larry Trottier

Deputy Health Officer, Royalton
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trottier474@myfairpoint.net

Jay Moody

Assistant State Fire Marshal
802-885-8965
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