

LEAD HAZARD NOTICE LETTER

Date _____

To: _____
(name of landlord)

RE: Notice of lead hazard(s) at:

(address of the rental unit)

Dear _____:

This letter will serve as formal written notice to you regarding lead-paint hazards existing at the above given address.

Pursuant to Title 18, Chapter 38, Section 1759 of Vermont statutes, a landlord is required to perform certain "Essential Maintenance Practices" associated with lead-based paint. Homes built before 1978 are assumed to contain lead-based paint, unless a certified inspector (as defined by section 1753) determines otherwise.

If you have not already done so, please perform all the legally required actions that have been checked in the list below. (Checked items are actions or procedures that, to the best of my knowledge, you have not completed in the time frame or manner mandated by law.) This list is not necessarily all inclusive and action taken on some parts does not relieve you of any other obligations:

___ Take an EMP course.

___ Inspect all interior and exterior surfaces at my home.

___ Stabilize or remove all deteriorating paint if an area of deteriorating paint greater than 1 sq. foot is found .

___ Install window well inserts into all windows.

___ Provide me with written information about the hazards of lead-based paint.

___ Inform me of any lead hazards of which you are aware.

___ Post a written notice about of the importance of promptly reporting deteriorated paint to you.

___ Perform the annual cleaning of all window wells and sills in a proper lead-safe manner (if a child age 6 or under lives in the home).

___ Perform the between tenancy cleaning of all horizontal surfaces in a proper lead-

safe manner.

Pursuant to Title 18, section 1761, which references Title 9, section 4458, of Vermont state statues, if a landlord fails to comply with those obligations within a reasonable amount of time, and this non-compliance affects health and safety, a tenant may:

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

In addition to these remedies, the law allows for civil liability if a child is poisoned by lead in rental property.

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

Sincerely,

(Signature)

(Printed name)