



Rent Increases

Rent increases are an inevitable part of any tenant's life. However, landlords cannot raise the rent whenever they please. The timing of a rent increase, and the way your landlord communicates it, are governed by Vermont State Law:

“An increase in rent shall take effect on the first day of the rental period following no less than 60 days actual notice to the tenant.” (VSA Title 9, Chapter 137, Section 4455(b))

What this means is that the landlord needs to give you at least **60 days written notice** (“actual notice” means “written notice” in Vermont law.) before the first day of the rental period when the increase begins. For example, let's say that rent is due on the 1st of each month and you receive notice on July 15th. The increase could not legally take effect until October 1st.

In addition, your landlord can't raise the rent until the end of the lease period, unless the lease itself provides for an increase. However, when the lease expires or when in a month-to-month rental agreement, the landlord can present you with a notice that your rent is increasing (60 day minimum written notice still applies). There is also no limit as to how much or how many times a landlord can increase your rent.

The following steps can be taken if the notice is only verbal and/or when the notice period is too short:

1. Talk to your landlord and explain to him/her what proper legal notice is.
2. Follow that up with a letter citing the law (above).
3.
 - a. If renting month-to-month: do not pay the rent increase until the 60 days have passed.
 - b. If renting under a lease: do not pay the increase until the lease ends, and 60 days have passed since you received notice.

Your landlord can't use a rent increase (or evict you) in retaliation against you for exercising one of your legal rights under Vermont Landlord/Tenant law. See page 12 in *Renting In Vermont, 2000 Edition*, (RIV on-line version: [www.cvoeo.org/vti/riv/renting-in-vtindex.htm # rentincreases](http://www.cvoeo.org/vti/riv/renting-in-vtindex.htm#rentincreases) for more information on retaliation.

Note: You may not be entitled to 60 days written notice for an increase in the portion of rent you pay if you reside in subsidized housing (Section 8 for example). An increase in your portion of the rent payment could result from a re-determination of your family income – if your family income has increased. These proportional rental amounts based on income are governed by federal rules.