

****VERMONT LAW CHANGES****

EFFECTIVE JULY 1, 2008, SOME LAWS COVERED IN THIS HANDBOOK HAVE BEEN CHANGED. PLEASE MAKE NOTE OF THE FOLLOWING:

Chapter 2. Tenant Protections - Pg. 12. Illegal Retaliation

The information on page 12 regarding Illegal Retaliation is still accurate.

A new paragraph has been added to the law: If the landlord serves notice of termination of tenancy for any reason other than nonpayment of rent, within 90 days after notice by a municipal or state agent that the premises are not in compliance with health or safety regulations, it is presumed to be retaliatory. The burden of proof that the eviction is not retaliatory would be upon the landlord.

Chapter 3. Housing Codes - Pg. 22 Lead Paint

Paragraph 1 – The new law requires that Essential Maintenance Practices (EMPs) be done only by a person who has successfully completed an EMP training course, or works under the direct supervision of a person who has successfully completed such training; it no longer specifies that the trained person be the landlord or property manager.

Paragraph 2 – In addition to providing state approved lead paint hazard information to current and prospective tenants, *landlords must also provide to tenants at move in and annually, a copy of the most recent certificate of EMP compliance.*

Paragraph 7 – Landlords must perform EMPs annually in all common areas accessible to tenants as well as perform, with the tenant's permission, a visual inspection of all interior and exterior painted surfaces.

Chapter 4. Moving Out - Pg. 30. Security Deposit Refunds – Legal Requirements

While a landlord is still required to either mail to the tenants last known address, or hand deliver, the security deposit, along with a written statement itemizing any deductions with 14 days of the tenant moving out, the law now defines when the 14 days begin.

The amendment to the law states that the 14 days begin on the date the landlord *discovers* that the tenant has vacated or abandoned the dwelling unit *or* the date the tenant vacated the unit provided the tenant gave notice to the landlord of that date. It is in the tenant's best interest to give the landlord a written, dated notice that they have vacated, along with an address to send the deposit to. Tenants should keep a copy of this notice.

The options available to tenants when the landlord does not return a deposit within 14 days, or if a tenant wants to dispute deductions taken from the deposit, have not been changed.

Pg. 34. Unclaimed Property

The information on Abandonment of an Apartment has not changed. A new section added to the existing law allows a landlord to dispose of, with no notice or liability, any property left behind *only* if the tenant gave written notice to the landlord that they *have* moved out, or the tenant vacated the apartment at the end of the rental agreement. In any other situation the landlord must still store any property left behind. (See pg. 34)

Chapter 5. Evictions - Pg. 36. Nonpayment of Rent

Prior to July 1, 2008 a tenant was able to stop an eviction for nonpayment of rent by paying any *back rent* due within 14 days of receiving written notice from the landlord. Changes in the law allow the landlord to require the tenant to pay all *rent due* through the end of the rental period in which the payment is made. For example: If the tenant receives notice of termination of tenancy for nonpayment of March rent on March 20th and makes the payment on or after April 1st, the payment must be for both March and April rent.

In addition, the new law allows a tenant to "catch up" in this manner an unlimited number of times.

Chapter 5. Evictions - Pg. 36. Eviction for Breach of the Rental Agreement

A new section is added to the existing law stating that when the termination of tenancy is based on criminal activity, illegal drug activity, or acts of violence which threaten the health and safety of other residents, the landlord may terminate the tenancy with a 14 day written notice. The new law does not specify how any of these activities are determined. Therefore proof of this breach of the rental agreement would be upon the landlord.

Chapter 5. Evictions - Pg. 37. Termination of Tenancy for “No Cause” Under Terms of a Written Rental Agreement

This re-wording of this section of the law establishes that a termination notice of at least 30 days (with occupancy of two years or less) or 60 days (with occupancy of more than 2 years) must be given to a tenant before the expiration date of a written lease if a landlord intends for the tenancy to terminate for no cause.

Chapter 5. Evictions - Pgs. 39, 40, 41. Going to Court

Default Judgment:

On page 39 we explain that a tenant must respond to a summons and complaint within 20 days or the court may enter a default judgment against them. This is still the case. It is very important for a tenant to file a written answer to the court within 20 days of receiving a summons and complaint so that no default judgment can be made by the court at any time. However with the law changes if the court has not already entered a default judgment against the tenant and the tenant appears at a court hearing on a landlord's motion to pay rent into court, the tenant will have an additional ten days to file a written answer. **As always a tenant should seek legal advice as soon as he or she receives a summons and complaint for eviction.**

Stopping a Court Ejectment Process by Payments in Full:

Before a Writ of Possession is executed, if the defendant pays into court **all rent due through the end of the current rental period**, including interest and costs of the suit, the action shall be discontinued. **A defendant may not defeat an ejectment action by full payment more than one time in 12 months.** The 12 month period begins on the day the payment is made.

Payment of Rent into Court:

The information on page 40 concerning a rent escrow order is no longer accurate.

The new law requires a tenant who is ordered to pay escrow rental payments to make such payments as the rent becomes due in the future **as well as all rent already due that has accrued since the date the landlord filed the complaint for ejectment with the court or the date the summons and complaint was served to the tenant, whichever comes first**, if the judge finds that the tenant was obligated to pay rent and failed to do so.

The judge may also find that the tenant was not obligated to pay rent due to serious code violations in the rental unit, or may order partial payment of rent into court.

Writ of Possession:

The information on page 41 concerning writ of possession is no longer accurate.

Effective July 1, 2008 the court Judgment and the Writ of Possession may be served on the tenant **at the same time**. Once served, the tenant has ten business days to vacate the property. A tenant can stop the writ of possession by full payment into court of all rent owed, interest and the landlord's court and legal fees up until the time they are removed from the dwelling unit, but no more than one time in a 12 month period.

PLEASE NOTE THE FOLLOWING ADDITIONAL CHANGES:

Chapter 2. Tenant Protections - Pg. 9. Illegal Discrimination in Renting

Gender Identity was added to the list of protected categories in 2007

Chapter 4. Moving Out - Pg. 31. Burlington's Security Deposit Law

Burlington now allows landlords to require a Pet Security Deposit, provided that it is no more than one half the total monthly rent. Landlords may not require a deposit for an animal that mitigates a disability.