

Vermont

Landlord - Tenant Laws Complete Guide



Vermont Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Vermont's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Vermont.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit

What This Means: Security deposits are refundable payments made by tenants to landlords to secure rent payment and protect against property damage. Landlords can retain all or part of the deposit for specific reasons like unpaid rent, property damage beyond normal wear and tear, unpaid utilities, and removing abandoned items.

Legal Statute:

(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

(b) The landlord may retain all or a portion of the security deposit for:

(1) nonpayment of rent;

(2) damage to property of the landlord, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the tenant;

(3) nonpayment of utility or other charges that the tenant was required to pay directly to the landlord or to a utility; and

(4) expenses required to remove from the rental unit articles abandoned by the tenant.

(c) A landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days from the date on which the landlord discovers that the tenant vacated or abandoned the dwelling unit or the date the tenant vacated the dwelling unit, provided the landlord received notice from the tenant of that date. In the case of the seasonal

occupancy and rental of a dwelling unit not intended as a primary residence, the security deposit and written statement shall be returned within 60 days.

(d) The landlord shall comply with this section by hand-delivering or mailing the statement and any payment required to the last known address of the tenant.

(e) If a landlord fails to return the security deposit with a statement within 14 days, the landlord forfeits the right to withhold any portion of the security deposit. If the failure is willful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.

(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The board's actions shall be reviewable under 24 V.S.A. § 5006.

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:



What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: Landlords are required to return the tenant's security deposit, along with an itemized statement detailing any deductions, within 14 days after the tenant vacates the rental property. For tenants renting a property on a seasonal basis, the security deposit and the accompanying statement must be returned within 60 days of the tenant's termination of the rental lease.

Legal Statute:

(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

(b) The landlord may retain all or a portion of the security deposit for:

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(2) damage to property of the landlord, unless the damage is the result of normal wear and tear or the result of actions or events beyond the control of the tenant;

(3) nonpayment of utility or other charges that the tenant was required to pay directly to the landlord or to a utility; and

(4) expenses required to remove from the rental unit articles abandoned by the tenant.

(c) A landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days from the date on which the landlord discovers that the tenant vacated or abandoned the dwelling unit or the date the tenant vacated the dwelling unit, provided the landlord received notice from the tenant of that date. In the case of the seasonal occupancy and rental of a dwelling unit not intended as a primary residence, the security deposit and written statement shall be returned within 60 days.

(d) The landlord shall comply with this section by hand-delivering or mailing the statement and any payment required to the last known address of the tenant.

(e) If a landlord fails to return the security deposit with a statement within 14 days, the landlord forfeits the right to withhold any portion of the security deposit. If the failure is willful, the landlord

shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.

(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The board's actions shall be reviewable under 24 V.S.A. § 5006.

Permitted Uses of the Security Deposit:

What This Means: Landlords are permitted to use all or part of the security deposit to cover the following expenses:

1. Nonpayment of rent: If the tenant fails to pay rent owed.
2. For any damage caused by the tenant that exceeds the expected wear and tear associated with regular use.
3. Unpaid utility charges: For utility bills that the tenant was responsible for paying directly to the landlord but did not pay.
4. Costs of removing abandoned property: Expenses incurred by the landlord for removing belongings left behind by the tenant after vacating the rental unit.

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(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

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(3) nonpayment of utility or other charges that the tenant was required to pay directly to the landlord or to a utility; and

(4) expenses required to remove from the rental unit articles abandoned by the tenant.

(c) A landlord shall return the security deposit along with a written statement itemizing any deductions to a tenant within 14 days from the date on which the landlord discovers that the tenant vacated or abandoned the dwelling unit or the date the tenant vacated the dwelling unit, provided the landlord received notice from the tenant of that date. In the case of the seasonal occupancy and rental of a dwelling unit not intended as a primary residence, the security deposit and written statement shall be returned within 60 days.

(d) The landlord shall comply with this section by hand-delivering or mailing the statement and any payment required to the last known address of the tenant.

(e) If a landlord fails to return the security deposit with a statement within 14 days, the landlord forfeits the right to withhold any portion of the security deposit. If the failure is willful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs.

(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The board's actions shall be reviewable under 24 V.S.A. § 5006.

9 V.S.A. § 4461

Security Deposit can be Withheld:

What This Means: Yes, it can be withheld under certain circumstances.

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(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The board's actions shall be reviewable under 24 V.S.A. § 5006.

Require Written Description/Itemized List of Damages and Charges:

What This Means: The itemizes list of damages must accompany the security deposit when it is returned to the tenant following the termination of a lease.

Legal Statute:

Current through L. 2024, c. 185.

Section 4461 - Security deposits

(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

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(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new

landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The board's actions shall be reviewable under 24 V.S.A. § 5006.

9 V.S.A. § 4461

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1987, No. 116, § 2; 1991, No. 229 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.) , § 45.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: If the landlord fails to return the deposit within 14 days of lease termination, the landlord forfeits the right to withhold any part of the security deposit. If the landlord willfully withholds the security deposit without cause, they can be liable for twice the amount of the security deposit, plus any attorney's fees and related court costs.

Legal Statute:

Current through L. 2024, c. 185.

Section 4461 - Security deposits

(a) A security deposit is any advance, deposit, or prepaid rent, however named, which is refundable to the tenant at the termination or expiration of the tenancy. The function of a security deposit is to secure the performance of a tenant's obligations to pay rent and to maintain a dwelling unit.

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(f) Upon termination of the landlord's interest in the dwelling unit, the security deposit shall be transferred to the new landlord. The new landlord shall give the tenant actual notice of the new landlord's name and address with a statement that the security deposit has been transferred to the new landlord.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a housing board of review constituted pursuant to 24 V.S.A. § 5005 may hear and

decide disputes related to security deposits upon request for a hearing by a landlord or tenant.
The board's actions shall be reviewable under 24 V.S.A. § 5006.

9 V.S.A. § 4461

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1987, No. 116, § 2; 1991, No. 229 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.) , § 45.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Rent is due without demand or notice on a date and location the parties agree to in the lease agreement.

Legal Statute:

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) 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.

9 V.S.A. § 4455

Added 1985, No. 175 (Adj. Sess.), § 1.

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: Landlords are required to give 60 days' notice before increasing rent.

Legal Statute:

Current through L. 2024, c. 185.

Section 4455 - Tenant obligations; payment of rent

(a) Rent is payable without demand or notice at the time and place agreed upon by the parties.

(b) 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.

9 V.S.A. § 4455

Added 1985, No. 175 (Adj. Sess.), § 1.

Late Fees:

What This Means: No statute, though the 1991 Vermont Supreme Court ruling in Highgate Associates, Ltd. v. Lorna Merryfield established a prohibition against late fees which are charged as penalties. Late fees charged as actual compensation for costs incurred by landlords as a result of delayed rent payments are the only acceptable times that a late fee can be charged.

Legal Statute:

No content available

Application Fees:

What This Means: Application fees are prohibited by state law.

Legal Statute:

Current through L. 2024, c. 185.

Section 4456a - Residential rental application fees; prohibited

A landlord or a landlord's agent shall not charge an application fee to any individual in order to apply to enter into a rental agreement for a residential dwelling unit. This section shall not be construed to prohibit a person from charging a fee to a person in order to apply to rent commercial or nonresidential property.

9 V.S.A. § 4456a

Added 1999, No. 115 (Adj. Sess.), § 5.

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: No statute.

Legal Statute:

No content available

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Tenants have the right to withhold rent if there are significant health code violations in their rental property. Tenants must have notified the landlord about the issue and the landlord has failed to make the necessary repairs or changes to be eligible. In addition to withholding rent, tenants are also permitted to seek injunctive relief, which is a court order requiring the landlord to make the noted repairs. Tenants may be entitled to recover damages, legal costs, and reasonable attorney's fees if they pursue legal action.

Legal Statute:

Current through L. 2024, c. 185.

Section 4458 - Habitability; tenant remedies

(a) If the landlord fails to comply with the landlord's obligations for habitability and, after receiving actual notice of the noncompliance from the tenant, a governmental entity or a qualified independent inspector, the landlord fails to make repairs within a reasonable time and the noncompliance materially affects health and safety, the tenant may:

- (1) withhold the 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 the rental agreement on reasonable notice.

(b) Tenant remedies under this section are not available if the noncompliance was caused by the negligent or deliberate act or omission of the tenant or a person on the premises with the tenant's consent.

9 V.S.A. § 4458

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), § 6.

Tenant Allowed to Repair and Deduct Rent:

What This Means: If a landlord fails to make minor repairs within 30 days of being notified by the tenant, tenants have the right to make the repairs themselves and deduct the cost from their monthly rent. The amount deducted cannot exceed half of one month's rent. Tenants are required to inform the landlord of the repair costs at the time the rent is deducted. This provision allows tenants to ensure that necessary repairs are made while providing a clear process for handling the financial aspects of such repairs.

Legal Statute:

Current through L. 2024, c. 185.

Section 4459 - Minor defects; repair and deduct

(a) If within 30 days of notice, the landlord fails to repair a minor defect in order to comply with this chapter or a material provision of the rental agreement, the tenant may repair the defect and deduct from the rent the actual and reasonable cost of the work, not to exceed one-half of one month's rent. The tenant shall provide the landlord with actual notice of the cost of the repair when the cost is deducted from the rent.

(b) The tenant remedies under this section are not available if the noncompliance was caused by the negligent or deliberate act or omission of the tenant or a person on the premises with the tenant's consent.

9 V.S.A. § 4459

Added 1985, No. 175 (Adj. Sess.), § 1.

Self-Help Evictions:

What This Means: No statute.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes.

Legal Statute:

Current through L. 2024, c. 185.

Section 4456 - Tenant obligations; use and maintenance of dwelling unit

(a) The tenant shall not create or contribute to the noncompliance of the dwelling unit with applicable provisions of building, housing, and health regulations.

(b) The tenant shall conduct himself or herself and require other persons on the premises with the tenant's consent to conduct themselves in a manner that will not disturb other tenants' peaceful enjoyment of the premises.

(c) The tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.

(d) Unless inconsistent with a written rental agreement or otherwise provided by law, a tenant may terminate a tenancy by actual notice given to the landlord at least one rental payment period prior to the termination date specified in the notice.

(e) If a tenant acts in violation of this section, the landlord is entitled to recover damages, costs, and reasonable attorney's fees, and the violation shall be grounds for termination under subsection 4467(b) of this title.

9 V.S.A. § 4456

Added 1985, No. 175 (Adj. Sess.), § 1.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No, however, if the landlord rents the dwelling unit before the expiration of the current rental agreement, the agreement terminates on the date of the new tenancy.

Legal Statute:

Current through L. 2024, c. 185.

Section 4462 - Abandonment; unclaimed property

(a) A tenant has abandoned a dwelling unit if:

(1) there are circumstances that would lead a reasonable person to believe that the dwelling unit is no longer occupied as a full-time residence;

(2) rent is not current; and

(3) the landlord has made reasonable efforts to ascertain the tenant's intentions.

(b) If the tenant abandons the dwelling unit, the tenant shall remain liable for rent until the expiration of the rental agreement. However, if the landlord rents the dwelling unit before the expiration of the rental agreement, the agreement terminates on the date of the new tenancy.

(c)

(1) If any property, except trash, garbage, or refuse, is unclaimed by a tenant who has abandoned a dwelling unit, the landlord shall give written notice to the tenant mailed to the tenant's last known address that the landlord intends to dispose of the property after 60 days if the tenant has not claimed the property and paid any reasonable storage and other fees incurred by the landlord. The landlord shall place the property in a safe, dry, secured location, but may dispose of any trash, garbage, or refuse left by the tenant. The tenant may claim the property by providing the landlord with the following within 60 days after the date of the notice:

(A) a reasonable written description of the property; and

(B) payment of the fair and reasonable cost of storage and any related reasonable expenses incurred by the landlord.

(2) If the tenant does not claim the property within the required time, the property shall become the property of the landlord. If the tenant claims the property within the required time, the landlord shall immediately make the property available to the tenant at a reasonable place and the tenant shall take possession of the property at that time and place.

(d) Any personal property remaining in the dwelling unit or leased premises after the tenant has vacated may be disposed of by the landlord without notice or liability to the tenant or owner of the personal property, provided that one of the following has occurred:

(1) The tenant provided actual notice to the landlord that the tenant has vacated the dwelling unit or leased premises.

(2) The tenant has vacated the dwelling unit or leased premises at the end of the rental agreement.

9 V.S.A. § 4462

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.) , § 1; 2007, No. 176 (Adj. Sess.) , § 46.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No statute. Typically, no notice is needed since the lease simply expires. In the case of no-cause evictions for tenancies of two years plus, at least 90 days' notice is required. In the case of no-cause evictions for tenancies of two years or less, at least 60 days' notice is required.

Legal Statute:

Current through L. 2024, c. 185.

Section 4467 - Termination of tenancy; notice

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.

(j) Payment after termination; effect.

(1) A landlord's acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the

ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord's remedies to proceed with an eviction action based on any of the following:

(A) the tenant's breach of the terms of a rental agreement pursuant to subsection (b) of this section;

(B) the tenant's breach of the tenant's obligations pursuant to subsections 4456(a), (b), and (c) of this title; or

(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.

9 V.S.A. § 4467

Amended by 2021 , No. 20, § 42, eff. 7/1/2021.

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), §§ 2, 2a; 2007, No. 176 (Adj. Sess.) , § 48; 2009 , No. 129 (Adj. Sess.), § 2.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: At least 30 days' notice is required.

Legal Statute:

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the

rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: At least 21 days' notice is required.

Legal Statute:

Current through L. 2024, c. 185.

Section 4467 - Termination of tenancy; notice

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

(Additional subsections i, j, and k omitted for brevity)

9 V.S.A. § 4467

Amended by 2021, No. 20, § 42, eff. 7/1/2021.

Notice to Terminate Lease due to Sale of Property:

What This Means: At least 3 days' notice is required.

Legal Statute:

Current through L. 2024, c. 185.

Section 4467 - Termination of tenancy; notice

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or

expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.

(j) Payment after termination; effect.

(1) A landlord's acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord's remedies to proceed with an eviction action based on any of the following:

(A) the tenant's breach of the terms of a rental agreement pursuant to subsection (b) of this section;

(B) the tenant's breach of the tenant's obligations pursuant to subsections 4456(a), (b), and (c) of this title; or

(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.

9 V.S.A. § 4467

Amended by 2021 , No. 20, § 42, eff. 7/1/2021.

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), §§ 2, 2a; 2007, No. 176 (Adj. Sess.) , § 48; 2009 , No. 129 (Adj. Sess.), § 2.

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 14 days' notice is required.

Legal Statute:

Current through L. 2024, c. 185.

Section 4467 - Termination of tenancy; notice

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the

rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.

(j) Payment after termination; effect.

(1) A landlord's acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord's remedies to proceed with an eviction action based on any of the following:

(A) the tenant's breach of the terms of a rental agreement pursuant to subsection (b) of this section;

(B) the tenant's breach of the tenant's obligations pursuant to subsections 4456(a), (b), and (c) of this title; or

(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.

9 V.S.A. § 4467

Amended by 2021 , No. 20, § 42, eff. 7/1/2021.

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), §§ 2, 2a; 2007, No. 176 (Adj. Sess.), § 48; 2009 , No. 129 (Adj. Sess.), § 2.

Notice for Lease Violation:

What This Means: 30 days' notice is required for lease violations; 14 days' notice is required if the eviction notice is due to criminal activity.

Legal Statute:

Current through L. 2024, c. 185.

Section 4467 - Termination of tenancy; notice

(a) Termination for nonpayment of rent. The landlord may terminate a tenancy for nonpayment of rent by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days after the date of the actual notice. The rental agreement shall not terminate if the tenant pays or tenders rent due through the end of the rental period in which payment is made or tendered. Acceptance of partial payment of rent shall not constitute a waiver of the landlord's remedies for nonpayment of rent or an accord and satisfaction for nonpayment of rent.

(b) Termination for breach of rental agreement.

(1) The landlord may terminate a tenancy for failure of the tenant to comply with a material term of the rental agreement or with obligations imposed under this chapter by actual notice given to the tenant at least 30 days prior to the termination date specified in the notice.

(2) When termination is based on criminal activity, illegal drug activity, or acts of violence, any of which threaten the health or safety of other residents, the landlord may terminate the tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 14 days from the date of the actual notice.

(c) Termination for no cause. In the absence of a written rental agreement, the landlord may terminate a tenancy for no cause as follows:

(1) If rent is payable on a monthly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be:

(A) for tenants who have resided continuously in the same premises for two years or less, at least 60 days after the date of the actual notice;

(B) for tenants who have resided continuously in the same premises for more than two years, at least 90 days after the date of the actual notice.

(2) If rent is payable on a weekly basis, by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 21 days after the date of the actual notice.

(d) Termination of rental agreement when property is sold. In the absence of a written rental agreement a landlord who has contracted to sell the building may terminate a tenancy by providing actual notice to the tenant of the date on which the tenancy will terminate, which shall be at least 30 days after the date of the actual notice.

(e) Termination for no cause under terms of written rental agreement. If there is a written rental agreement, the notice to terminate for no cause shall be at least 30 days before the end or expiration of the stated term of the rental agreement if the tenancy has continued for two years or less. The notice to terminate for no cause shall be at least 60 days before the end or expiration of the term of the rental agreement if the tenancy has continued for more than two years. If there is a written week-to-week rental agreement, the notice to terminate for no cause shall be at least seven days; however, a notice to terminate for nonpayment of rent shall be as provided in subsection (a) of this section.

(f) Termination date. In all cases, the termination date shall be specifically stated in the notice.

(g) Conversion to condominium. If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) Termination of shared occupancy. A rental arrangement whereby a person rents to another individual one or more rooms in his or her personal residence that includes the shared use of any of the common living spaces, such as the living room, kitchen, or bathroom, may be terminated by either party by providing actual notice to the other of the date the rental agreement shall terminate, which shall be at least 15 days after the date of actual notice if the rent is payable monthly and at least seven days after the date of actual notice if the rent is payable weekly.

(i) Multiple notices. All actual notices that are in compliance with this section shall not invalidate any other actual notice and shall be a valid basis for commencing and maintaining an action for possession pursuant to this chapter, 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, or 12 V.S.A. chapter 169, notwithstanding that the notices may be based on different or unrelated grounds, dates of termination, or that the notices are sent at different times prior to or during an ejectment action. A landlord may maintain an ejectment action and rely on as many grounds for ejectment as are allowed by law at any time during the eviction process.

(j) Payment after termination; effect.

(1) A landlord's acceptance of full or partial rent payment by or on behalf of a tenant after the termination of the tenancy for reasons other than nonpayment of rent or at any time during the ejectment action shall not result in the dismissal of an ejectment action or constitute a waiver of the landlord's remedies to proceed with an eviction action based on any of the following:

(A) the tenant's breach of the terms of a rental agreement pursuant to subsection (b) of this section;

(B) the tenant's breach of the tenant's obligations pursuant to subsections 4456(a), (b), and (c) of this title; or

(C) for no cause pursuant to subsections (c), (d), (e), and (h) of this section.

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) Commencement of ejectment action. A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced not later than 60 days from the termination date set forth in the notice.

9 V.S.A. § 4467

Amended by 2021 , No. 20, § 42, eff. 7/1/2021.

Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), §§ 2, 2a; 2007, No. 176 (Adj. Sess.) , § 48; 2009 , No. 129 (Adj. Sess.), § 2.

Required Notice before Entry:

What This Means: The landlord is required to provide 48 hours' of notice and can only enter the rental unit between 9:00 am and 9:00 pm.

Legal Statute:

(a) A landlord may enter the dwelling unit with the tenant's consent, which shall not be unreasonably withheld.

(b) A landlord may also enter the dwelling unit for the following purposes between the hours of 9:00 A.M. and 9:00 P.M. on no less than 48 hours' notice:

(1) when necessary to inspect the premises;

(2) to make necessary or agreed repairs, alterations, or improvements;

(3) to supply agreed services; or

(4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(c) A landlord may only enter the dwelling unit without consent or notice when the landlord has a reasonable belief that there is imminent danger to any person or to property.

9 V.S.A. § 4460

Added 1985, No. 175 (Adj. Sess.), § 1.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes.

Legal Statute:

Current through L. 2024, c. 185.

Section 4460 - Access

(a) A landlord may enter the dwelling unit with the tenant's consent, which shall not be unreasonably withheld.

(b) A landlord may also enter the dwelling unit for the following purposes between the hours of 9:00 A.M. and 9:00 P.M. on no less than 48 hours' notice:

(1) when necessary to inspect the premises;

(2) to make necessary or agreed repairs, alterations, or improvements;

(3) to supply agreed services; or

(4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(c) A landlord may only enter the dwelling unit without consent or notice when the landlord has a reasonable belief that there is imminent danger to any person or to property.

9 V.S.A. § 4460

Added 1985, No. 175 (Adj. Sess.), § 1.

Emergency Entry Allowed without Notice:

What This Means: Yes.

Legal Statute:

(a) A landlord may enter the dwelling unit with the tenant's consent, which shall not be unreasonably withheld.

(b) A landlord may also enter the dwelling unit for the following purposes between the hours of 9:00 A.M. and 9:00 P.M. on no less than 48 hours' notice:

(1) when necessary to inspect the premises;

(2) to make necessary or agreed repairs, alterations, or improvements;

(3) to supply agreed services; or

(4) to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(c) A landlord may only enter the dwelling unit without consent or notice when the landlord has a reasonable belief that there is imminent danger to any person or to property.

9 V.S.A. § 4460

Added 1985, No. 175 (Adj. Sess.), § 1.

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No statute.

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: No.

Legal Statute:

No content available

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key Vermont Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Vermont.

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Links To Statutes

- [Vt. Stat. tit. 9 § 4461\(b\)](#) – Security deposits
- [Vt. Stat. tit. 9 § 4461\(c\)](#) – Security deposits
- [Vt. Stat. tit. 9 § 4461\(e\)](#) – Security deposits
- [Vt. Stat. tit. 9 § 4461\(g\)](#) – Security deposits
- [Vt. Stat. tit. 9 § 4455\(a\)](#) – Tenant obligations; payment of rent
- [Vt. Stat. tit. 9 § 4455\(b\)](#) – Tenant obligations; payment of rent
- [Vt. Stat. tit. 9 § 4456\(a\)](#) – Tenant obligations; use and maintenance of dwelling unit
- [Vt. Stat. tit. 9 § 4456\(e\)](#) – Tenant obligations; use and maintenance of dwelling unit
- [Vt. Stat. tit. 9 § 4456](#) – Tenant obligations; use and maintenance of dwelling unit
- [Vt. Stat. tit. 9 § 4458](#) – Habitability; tenant remedies
- [Vt. Stat. tit. 9 § 4459\(a\)](#) – Minor defects; repair and deduct
- [Vt. Stat. tit. 9 § 4462](#) – Abandonment; unclaimed property
- [Vt. Stat. tit. 9 § 4467\(a\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4467\(b\)\(1\) and \(2\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4467\(c\)\(1\)\(B\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4467\(d\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4467\(e\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4467\(c\)\(1\)\(A\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4467\(c\)\(2\)](#) – Termination of tenancy; notice
- [Vt. Stat. tit. 9 § 4460](#) – Access
- [Vt. Stat. tit. 9 § 4457](#) – Landlord obligations; habitability
- [Vt. Stat. tit. 9 § 4465](#) – Retaliatory conduct prohibited
- [12 V.S.A. § 5531](#) – Rules governing procedure
- [Vt. Stat. tit. 9 § 4456a](#) – Application Fees
- [9 V.S.A. § 4451](#) – Definitions
- [9 V.S.A. § 4463](#) – Illegal evictions

- [Vermont Department of Health's Rental Housing Health Code](#) – General Responsibilities