

This Lease is between _____, tenant and _____, landlord for the premises at _____. Premises includes the apartment, the assigned basement storage area, the assigned parking space, and the assigned mailbox in the common area.

Household members include: _____, _____, _____

For the initial term of _____ through _____ Tenant agrees to pay \$_____ per month, on or before the 1st day of every month, to landlord in the following manner:
_____.

Landlord will provide heat, hot water and snow removal. Tenant will provide electricity, any phone, cable or wi-fi connection (satellites prohibited).

The premises includes stove, refrigerator. Tenant may provide their own washer/dryer, by using existing hook-ups only. Tenant may not install dishwasher without express written permission from Landlord.

A. As used in this lease, these words are defined as follows:

(1) "Actual notice" means receipt of written notice hand-delivered or mailed to the last known address. A rebuttable presumption that the notice was received three days after mailing is created if the sending party proves that the notice was sent by first class or certified U.S. mail.

(2) "Building, housing, and health regulations" means any law, ordinance, or governmental regulation concerning health, safety, sanitation, or fitness for habitation, or concerning the construction, maintenance, operation, occupancy, use, or appearance of any premises or dwelling unit.

(3) "Dwelling unit" means a building or the part of a building that is used as a home, residence, or sleeping place by one or more persons who maintain a household.

(4) "Landlord" means the owner, lessor, or where applicable, the sublessor of a residential dwelling unit or the building of which it is a part.

(5) "Normal wear and tear" means the deterioration which occurs, based upon the reasonable use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his or her household or their invitees or guests.

(6) "Premises" means a dwelling unit, its appurtenances and the building, and the grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant.

(7) "Rent" means all consideration to be made to or for the benefit of the landlord under the rental agreement, not including security deposits.

(8) "Rental agreement" means all agreements, written or oral, embodying terms and conditions concerning the use and occupancy of a dwelling unit and premises.

(9) "Sublease" means a rental agreement, written or oral, embodying terms and conditions concerning the use and occupancy of a dwelling unit and premises between two tenants, a sublessor and a sublessee.

(10) "Tenant" means a person entitled under a rental agreement to occupy a residential dwelling unit to the exclusion of others.

B. Obligations imposed on landlords and tenants under ch. 137 of title 9 of the Vermont Statutes are implied in this rental agreements.

This rental agreement contains no provision which attempts to circumvent or circumvents obligations and remedies established by ch. 137 of title 9 of the Vermont Statutes and any such provision shall be unenforceable and void.

C. 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 of the rent increase from the landlord to the tenant.

D. 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 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 the eviction section of this lease.

E. Subleases; landlord and tenant rights and obligations

(1) The landlord may condition or prohibit subleasing a dwelling unit under this lease as follows: prospective sublettor must give landlord completed rental application, and Landlord may refuse occupancy by prospective sublettor. Landlord requires tenant to provide written notice of the name and contact information of any prospective sublessee.

(2) The terms of this lease prohibit subleasing without landlord's approval of sublettor. If there is an unapproved sublettor occupying the dwelling unit, the landlord or tenant may bring an action for ejectment pursuant to 12 V.S.A. §§ 4761 and 4853b against a person that is occupying the dwelling unit without right or permission. This paragraph (2) shall not be construed to limit the rights and remedies available to a landlord pursuant to this lease.

F. Landlord obligations; habitability

(a) Warranty of habitability. In this lease, the landlord shall be deemed to covenant and warrant to deliver over and maintain, throughout the period of the tenancy, premises that are safe, clean, and fit for human habitation and which comply with the requirements of applicable building, housing, and health regulations.

(b) Waiver. This lease shall not be read to contain any provision by which the tenant waives the protections of the implied warranty of habitability. Any such waiver shall be deemed contrary to public policy and shall be unenforceable and void.

(c) Heat and water. As part of the implied warranty of habitability, the landlord shall ensure that the dwelling unit has heating facilities which are capable of safely providing a reasonable amount of heat.

In this lease, landlord provides heat / does not provide heat. (circle one) If landlord provides who provides heat as part of the lease, landlord shall at all times supply a reasonable amount of heat to the dwelling unit. The landlord shall provide an adequate amount of water to each dwelling unit properly connected with hot and cold water lines. The hot water lines shall be connected with supplied water-heating facilities which are capable of heating sufficient water to permit an adequate amount to be drawn. Landlord provides hot water/ does not provide hot water (circle one).

G. 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.

H. 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.

I. 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.

J. 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. The tenant has paid the landlord a security deposit of \$

(b) At the end of the tenancy, 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 which 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) The 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 wilful, 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.

K. Abandonment; unclaimed property

(a) the tenant may be considered by the landlord to have abandoned the premises if:

(1) there are circumstances which 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

L. Illegal evictions prohibited

(a) The landlord may not willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant, except for temporary interruptions for emergency repairs.

(b) The landlord may not directly or indirectly deny a tenant access to and possession of the tenant's rented or leased premises, except through proper judicial process.

(c) The landlord may not directly or indirectly deny a tenant access to and possession of the tenant's property, except through proper judicial process.

M. Remedies for illegal evictions

(a) The tenant who sustains damage or injury as a result of an illegal eviction may bring an action for injunctive relief, damages, costs, and reasonable attorney's fees.

(b) A court may award reasonable attorney's fees to the landlord if, upon motion and hearing, it is determined that the action was not brought in good faith and was frivolous or intended for harassment only.

N. Retaliatory conduct prohibited

(a) the landlord may not retaliate by establishing or changing terms of this lease or by bringing or threatening to bring an action against a tenant if tenant:

(1) has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health regulation of a violation applicable to the premises materially affecting health and safety;

(2) has complained to the landlord of a violation of this chapter; or

(3) has organized or become a member of a tenant's union or similar organization.

(b) If the landlord acts in violation of this section, the tenant is entitled to recover damages and reasonable attorney's fees and has a defense in any retaliatory action for possession.

(c) If a landlord serves notice of termination of tenancy on any grounds other than for nonpayment of rent within 90 days after notice by any municipal or State governmental entity that the premises are not in compliance with applicable health or safety regulations, there is a

rebuttable presumption that any termination by the landlord is in retaliation for the tenant having reported the noncompliance.

O. Reasons for 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 by ch. 137 of title 9 of the Vermont Statutes 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 addressing the following, 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-60 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 90 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) In all cases the termination date shall be specifically stated in the notice.

(g) 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.

(h) 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 ejection action. A landlord may maintain an ejection action and rely on as many grounds for ejection as are allowed by law at any time during the eviction process.

(i)(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 ejection action shall not result in the dismissal of an ejection 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.

(j) A notice to terminate a tenancy shall be insufficient to support a judgment of eviction unless the proceeding is commenced no later than 60 days from the termination date set forth in the notice.

P. Termination of tenancy; action for possession

If the tenant remains in possession after termination of the rental agreement, without the express consent of the landlord, the landlord may bring an action for possession, damages and costs under 12 V.S.A. chapter 169, subchapter 3.

Signed
