1	H.450
2	Introduced by Representatives Tate of Mendon, Chesnut-Tangerman of
3	Middletown Springs, Cupoli of Rutland City, Morrissey of
4	Bennington, Parent of St. Albans City, Russell of Rutland City,
5	and Willhoit of St. Johnsbury
6	Referred to Committee on
7	Date:
8	Subject: Commerce and trade; residential rental agreements; unpermitted
9	subleases
10	Statement of purpose of bill as introduced: This bill proposes to require a
11	tenant to obtain permission from his or her landlord before subletting an
12	apartment or adding a roommate.
13	An act relating to residential rental agreements
14	It is hereby enacted by the General Assembly of the State of Vermont:
15	Sec. 1. 9 V.S.A. § 4451 is amended to read:
16	§ 4451. DEFINITIONS
17	As used in this chapter:
18	* * *

19

1	(3) "Dwelling unit" means a building or the part of a building that is
2	used as a home, residence, or sleeping place by one or more persons who
3	maintain a household.
4	(4) "Landlord" means the owner, lessor, or, where applicable, the
5	sublessor of a residential dwelling unit or the building of which it is a part.
6	* * *
7	(8) "Rental agreement" means all agreements, written or oral,
8	embodying terms and conditions concerning the use and occupancy of a
9	dwelling unit and premises. The term "rental agreement" includes any
10	sublease agreed to by a landlord, tenant, and subtenant pursuant to section
11	4456 of this title.
12	(9) "Tenant" means a person entitled under a rental agreement to occupy
13	a residential dwelling unit to the exclusion of others.
14	(10) "Sublease" means a written agreement that transfers some, but not
15	all, of a tenant's rights to use and occupy a dwelling unit and premises
16	pursuant to a rental agreement.
17	(11) "Subtenant" means any person entitled under a sublease to occupy
18	a dwelling unit to the exclusion of others, including a roommate that is not a

party to the rental agreement between the landlord and tenant.

1	Sec. 2. 9 V.S.A. § 4456 is amended to read:
2	§ 4456. TENANT OBLIGATIONS; USE AND MAINTENANCE OF
3	DWELLING UNIT
4	* * *
5	(e) A tenant shall not sublet the dwelling unit without first obtaining the
6	landlord's written consent to the proposed sublease.
7	(1) A tenant shall request permission to sublet the dwelling unit by
8	providing the landlord with actual notice of his or her intent to sublet and the
9	following information:
10	(A) the term of the sublease;
11	(B) the name and address of the subtenant;
12	(C) the tenant's address during the term of the sublease if the tenant
13	will not continue to reside in the dwelling unit;
14	(D) the written consent to the proposed sublease of any cotenant or
15	guarantor of the lease; and
16	(E) the proposed sublease signed by both the tenant and subtenant.
17	(2) Within 14 days of receiving the tenant's request to sublet the
18	dwelling unit, the landlord shall provide the tenant with actual notice of the
19	landlord's decision regarding the proposed sublease. If the landlord consents
20	to the proposed sublease, the landlord shall sign the sublease and provide a
21	copy of the signed sublease to both the tenant and subtenant. If the landlord

1	decides not to consent to the proposed sublease, the landlord may release the
2	tenant from his or her obligations under the lease.
3	(3) If the landlord consents to the proposed sublease, the tenant shall
4	nevertheless remain liable for the performance of his or her obligations under
5	the lease.
6	(4) Every rental agreement shall require the tenant and landlord to
7	comply with the provisions of this subsection for any sublease of the dwelling
8	unit. However, nothing in this subsection shall prevent a landlord and tenant
9	from entering into a rental agreement that expressly prohibits the tenant from
10	subletting the dwelling unit.
11	(5) Nothing in this section shall be construed to limit the right of a
12	landlord to restrict the occupancy of a dwelling unit in order to comply with
13	federal, State, or local laws, regulations, ordinances, or codes.
14	(f) If a tenant acts in violation of this section, the landlord is entitled to
15	recover damages, costs, and reasonable attorney's fees, and the violation shall
16	be grounds for termination under subsection 4467(b) of this title.
17	Sec. 3. EFFECTIVE DATE
18	This act shall take effect on July 1, 2015.