

1 H.456

2 Introduced by Representative Ram of Burlington

3 Referred to Committee on

4 Date:

5 Subject: Commerce and trade; residential rental agreements; tenants' rights

6 Statement of purpose of bill as introduced: This bill proposes to require a
7 landlord to protect a tenant's right to quiet enjoyment of his or her dwelling
8 unit, and provides a tenant with remedies when a landlord fails to protect the
9 tenant's rights to quiet enjoyment. This bill also proposes to require a tenant to
10 obtain his or her landlord's permission before subletting the premises or
11 offering lodging on the premises to the general public.

12 An act relating to residential rental agreements

13 It is hereby enacted by the General Assembly of the State of Vermont:

14 Sec. 1. 9 V.S.A. § 4451 is amended to read:

15 § 4451. DEFINITIONS

16 As used in this chapter:

17 * * *

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

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 sublease the dwelling unit without first obtaining the
6 landlord's written consent to the proposed sublease.

7 (1) A tenant shall request permission to sublease the dwelling unit by
8 providing the landlord with actual notice of his or her intent to sublease 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;

13 (D) the written consent to the proposed sublease of any cotenant or
14 guarantor of the lease; and

15 (E) the proposed sublease signed by both the tenant and subtenant.

16 (2) Within 14 days of receiving the tenant's request to sublease the
17 dwelling unit, the landlord shall provide the tenant with actual notice of the
18 landlord's decision regarding the proposed sublease. If the landlord consents
19 to the proposed sublease, the landlord shall sign the sublease and provide a
20 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 subleasing the dwelling unit.

11 (f) A tenant shall not commence or carry on a lodging operation in the
12 dwelling unit without the landlord's written consent.

13 (1) A tenant shall request permission to commence a lodging operation
14 by providing the landlord with actual notice of his or her intent to commence
15 the lodging operation.

16 (2) Within 14 days of receiving the tenant's request to commence the
17 lodging operation, the landlord shall provide the tenant with actual notice of
18 the landlord's decision regarding the proposed lodging operation.

19 (3) In the absence of an agreement to the contrary, a landlord may
20 withdraw his or her consent to a lodging operation by providing actual notice

1 to the tenant at least 14 days prior to the date on which the lodging operation
2 must terminate.

3 (4) Nothing in this subsection shall prevent a landlord and tenant from
4 entering into a rental agreement that expressly prohibits a tenant from
5 conducting a lodging operation in the dwelling unit.

6 (5) Nothing in this subsection shall be construed to relieve a tenant of
7 his or her obligation to comply with any federal, State, or local law, regulation,
8 or ordinance related to the lodging operation.

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

12 Sec. 3. 9 V.S.A. § 4457 is amended to read:

13 § 4457. LANDLORD OBLIGATIONS; HABITABILITY; QUIET

14 ENJOYMENT

15 (a)(1) Warranty of habitability. In any residential rental agreement, the
16 landlord shall be deemed to covenant and warrant to deliver over and maintain,
17 throughout the period of the tenancy, premises that are safe, clean, and fit for
18 human habitation and which comply with the requirements of applicable
19 building, housing, and health regulations.

20 (2) Warranty of quiet enjoyment. In any residential rental agreement,
21 the landlord shall be deemed to covenant and warrant to maintain premises that

1 are fit for the quiet enjoyment of the tenant. Pursuant to the warranty of quiet
2 enjoyment, a landlord shall not create or permit any condition or activity on the
3 premises, including in another dwelling unit owned by the landlord, that
4 substantially and unreasonably interferes with the tenant's use and enjoyment
5 of his or her dwelling unit.

6 (b) Waiver. No rental agreement shall contain any provision by which the
7 tenant waives the protections of the implied warranty of habitability or the
8 implied warranty of quiet enjoyment. Any such waiver shall be deemed
9 contrary to public policy and shall be unenforceable and void.

10 * * *

11 Sec. 4. 9 V.S.A. § 4458 is amended to read:

12 § 4458. HABITABILITY; QUIET ENJOYMENT; TENANT REMEDIES

13 * * *

14 (b) If the landlord fails to comply with the landlord's obligations pursuant
15 to the warranty of quiet enjoyment and fails to remedy the condition or activity
16 that is interfering with the tenant's quiet enjoyment of the leased premises
17 within a reasonable time after receiving actual notice of the noncompliance
18 from the tenant, the tenant may:

19 (1) withhold the payment of rent for the period of the noncompliance;

20 (2) obtain injunctive relief;

21 (3) recover damages, costs, and reasonable attorney's fees; and

1 (4) terminate the rental agreement on reasonable notice.

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

5 Sec. 5. EFFECTIVE DATE

6 This act shall take effect on July 1, 2015.