



The Division of Fire Safety's mission is to protect the public and fire service through coordinated efforts in Code Enforcement, Fire Service Training, Public Education, Hazardous Materials Response, Fire Investigation and Urban Search and Rescue.

These efforts maximize life safety and property conservation and minimize environmental impacts due to fire, natural disasters and other emergencies in the State of Vermont.

## Division Offices

### Rutland Regional Office

56 Howe St, Bld. A Ste.200  
Rutland, VT 05701-3449  
(802) 786-5867

### Springfield Regional Office

100 Mineral St. Suite 307  
Springfield, VT 05156-3168  
(802) 216-0500

### Waterbury Regional Office

45 State Drive  
Waterbury, VT 05671  
(802) 479-4434

### Williston Regional Office

380 Hurricane Lane, Suite 101  
Williston, VT 05495  
(802) 879-2300

[www.firesafety.vermont.gov](http://www.firesafety.vermont.gov)



DEPARTMENT OF PUBLIC SAFETY  
**Division of Fire Safety**

Central Office  
45 State Drive Waterbury, VT  
05671 (802) 479-7562



Vermont Department of Public Safety  
**DIVISION OF FIRE SAFETY** VERMONT  
45 State Drive Waterbury, VT 05671 | 802-479-7561 | 800-640-2106  
[firesafety.vermont.gov](http://firesafety.vermont.gov)



DEPARTMENT OF PUBLIC SAFETY

**Division of Fire Safety**

***Landlords &  
Tenants  
Rights &  
Responsibilities***

Revised 9/26/2023

## Tenant

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

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

The tenant shall conduct themselves 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.

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.

If the landlord fails to comply with the landlord's obligations for habitability **and**, after receiving actual notice of the noncompliance, the landlord fails to make repairs within a reasonable time **and** the noncompliance materially affects health and safety, the tenant may:

- withhold the payment of rent for the period of the noncompliance (Ensure all proper legal steps have been taken prior to withholding rent payments)
- obtain injunctive relief
- recover damages, costs, and reasonable attorney's fees
- terminate the rental agreement on reasonable notice.

No landlord may willfully cause, directly or indirectly, the interruption or termination of any utility service, except for temporary interruptions for emergency repairs.

No landlord may directly or indirectly deny a tenant access to and possession of the tenant's rented or leased premises or deny a tenant access to and possession of the tenant's property, except through proper judicial process.

## Applicable Rules, Codes, and Standards

VT Rental Housing Health & Safety Code

VT Fire & Building Safety Code

VT Electrical Safety Rules

VT Plumbing Rules

VT Elevator Safety Rules

VT Access Rules (ADA)

VT Environmental Protection Rules (Wastewater System & Potable Water Supply)

VT Lead Poisoning Prevention Law

9 V.S.A. Chapter 137  
(Residential Rental Agreements)

18 V.S.A. Chapter 11  
(Health)

20 V.S.A. Chapter 172  
(Rental Housing Health & Safety)

<https://legislature.vermont.gov/statutes/>

<https://firesafety.vermont.gov/>

**Municipal codes/regulations may also be applicable**

## Property Owner

In any residential rental agreement, 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 that comply with the requirements of applicable building, housing, and health regulations

No rental agreement shall contain provisions that circumvent 9 V.S.A. Chapter 137

The landlord is responsible to ensure the dwelling has a working heating system, capable of maintain an indoor temperature of 65°F when the exterior temperature is 55°F or below. And to ensure the dwelling has a safe water supply, and proper equipment to provide hot water.

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

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:

- when necessary to inspect the premises
- to make necessary or agreed repairs, alterations, or improvements
- to supply agreed services
- to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

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.

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.