



## The Notice to Quit

In Vermont, a landlord must provide the tenant with written notice of their intent to end a rental agreement before filing an eviction case in court. **The tenant does not have to vacate the rental unit on the date listed in the notice – the tenant can only be removed from the property if the landlord obtains a court order.**

What has to be in the notice? It must specifically state that it is ending the rental agreement and give a reason (which must be legally valid!). It also has to give enough advance notice of the termination date. How many days of notice are required depends on the basis for termination. The law presumes that if a notice is sent by first class mail, it will arrive three days later.

There is nuance to the rules. Special provisions apply for mobile home parks, federally subsidized properties, tenancies covered by federal rental assistance, properties covered under the CARES Act, and so forth. Please refer tenants to an attorney for legal advice. Call 800-889-2047 or to do an online intake at <https://vtlawhelp.org/vlh-intake>.

Below is a basic summary of the timing for notices as provided by 9 V.S.A. 4467. Again, many exceptions exist, so it is in a tenant’s best interest to speak to an attorney for advice on their particular circumstances.

Basis for Termination	Notes and variations	# of Days
Nonpayment	<ul style="list-style-type: none"> <li>• Must say exactly how much rent is due, not including other charges.</li> <li>• Must state right to “redeem,” <i>i.e.</i>, right to pay the rent due before the termination date to avoid having a nonpayment case filed.</li> </ul>	14
	<ul style="list-style-type: none"> <li>• Properties covered by CARES Act; HOME properties.</li> </ul>	30
Breach	<ul style="list-style-type: none"> <li>• Specificity required. Say exactly what the breach is.</li> <li>• Must be “material.” <i>I.e.</i>, not a minor issue.</li> </ul>	30
Breach for criminal activity, illegal drug activity, or acts of violence	<ul style="list-style-type: none"> <li>• Arrest is insufficient. Must show it is more likely than not that crime or illegal drug activity occurred.</li> <li>• Must threaten health/safety of other residents.</li> </ul>	14
Sale of property	<ul style="list-style-type: none"> <li>• Only applies if there is no written rental agreement (if there is, contract carries to new owner).</li> <li>• Property must be sold, not just for sale.</li> </ul>	30
No cause, no written rental agreement	<ul style="list-style-type: none"> <li>• Rent payable by month, tenancy 2 years or less</li> </ul>	60
	<ul style="list-style-type: none"> <li>• But in Burlington.....</li> </ul>	90
	<ul style="list-style-type: none"> <li>• Rent payable by month, tenancy over 2 years</li> </ul>	90
	<ul style="list-style-type: none"> <li>• But in Burlington.....</li> </ul>	120
No cause, written rental agreement	<ul style="list-style-type: none"> <li>• Rent payable by week</li> </ul>	21
	<ul style="list-style-type: none"> <li>• Rent payable monthly, tenancy 2 years or less</li> </ul>	30
	<ul style="list-style-type: none"> <li>• Rent payable monthly, tenancy 2+ years</li> </ul>	60
Renting a room in someone else’s home with shared living spaces	<ul style="list-style-type: none"> <li>• Rent payable weekly</li> </ul>	7
	<ul style="list-style-type: none"> <li>• Rent payable monthly</li> </ul>	15
	<ul style="list-style-type: none"> <li>• Rent payable weekly</li> </ul>	7