

*Kupata Sauti ya Maelewana*



# MWONGOZO BAINIFU WA UKODISHAJI KATIKA VERMONT

IMETOLEWA KWA USHIRIKIANO NA



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# UTANGULIZI

Ukodishaji unahusisha wahusika wawili. Njia bora zaidi kwa wamiliki na wapangaji kuwa na hali nzuri ya utumiaji ni kushirikiana. Ukodishaji pia ni uhusiano wa kisheria. Ukodishaji unafanikiwa zaidi ikiwa wahusika wote wawili watachukulia kama Uhusiano wa Biashara.

Mwongozo huu uliandikwa kwa pamoja mwaka wa 2015 na Pamela Favreau-Zugaro, Mkurugenzi wa zamani wa mpango wa Wapangaji wa CVOEO wa Vermont na Angela Zaikowski, Esq., Mkurugenzi wa Muungano wa Wapangishaji wa Vermont, na masasisho yalifanywa na CVOEO mnamo Agosti 2021 na Septemba 2023.

Kwa nini? Kwa sababu tunaamini kuwa uhusiano wa mmiliki/mpangaji si lazima uwe na ugomvi. Mawasiliano mazuri na kuheshimiana mara nyingi huepusha mfadhaiko kwa kila mhusika. Uzoefu umetuonyesha kuwa matatizo katika hali ya ukodishaji mara nyingi hutokana na wahusika wote wawili kutoelewa haki na wajibu wao wa kisheria. Mwongozo huu uliandikwa kwa ushirikiano na mashirika yetu kwa matumaini ya “kuleta haki na usawa kwa kila mhusika.” Tunaamini kwamba wahusika wote wawili wanapaswa kujua haki na wajibu wa kisheria wa mwingine pamoja na wao wenyewe.



## UJUMBE WETU KWA WAPANGAJI.

Lipa kodi yako ya nyumba kwa wakati na uwasiliane na mmiliki au msimamizi. Huwa tunasikia kutoka kwa wapangaji wengi wakifukuzwa kwa sababu hawakushughulikia mambo kwa wakati. Usiwe mmoja wao.

Masharti ya wamiliki wengi pia ni rahisi sana; wanatarajia ulipe kodi ya nyumba kwa wakati, utunze mali yao, na uwajulishe wakati ukarabati unapohitajika.

## UJUMBE WETU KWA WAMILIKI WA MALI

Nyumba ya ukodishaji ambayo haitunzwi na inayohitaji matengenezo na uboreshaji inaweza kuwa dhahirisho wazi kuwa haujali. Jiulize kwa nini wapangaji wako wanapaswa kuijali ikiwa haujali. Fahari ya Umiliki ni mbinu bora ya biashara.

Mahitaji mengi ya wapangaji pia ni rahisi; kufanyiwa matengenezo inapohitajika na kutosumbuliwa ili kufurahia nyumba yao.

# SHUKRANI

Toleo asili la Mwongozo huu liliwezekana kutokana na ruzuku kutoka kwa Shirika la Biashara na Maendeleo ya Jamii la Vermont (ACCD). Usaidizi wa kiufundi wa shirika unathaminiwa sana pia. Marekebisho na tafsiri ya mwaka wa 2023 ziliwezekana kutokana na ruzuku ya pili kutoka kwa ACCD pamoja na ufadhili wa ziada kutoka kwa Community Services Block Grant (CSBG) ya CVOEO na Ofisi ya Maendeleo ya Jamii na Uchumi ya Jiji la Burlington (CEDO).

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# SEHEMU YA 1: KABLA YA KUKODISHA

## JE, SHERIA HIZI ZINATUMIKA KWANGU?

“**Makubaliano ya ukodishaji**” inamaanisha makubaliano yote, yaliyoandikwa au ya mdomo, yanayo jumuishia sheria na masharti kuhusu matumizi na ukaaji kwenye nyumba na jengo.

“**Mpangishaji**” inaanisha mmiliki, mpangishaji, au inapotumika, mpangishaji mdogo wa nyumba ya makazi au jengo ambalo ni sehemu yake.

“**Mpangaji**” inaamisha mtu aliye na haki chini ya makubaliano ya ukodishaji ya kukaa kwenye nyumba ya makazi bila kujumuisha wengine.

Kwa ufupi, hii inamaanisha kwamba ikiwa utaruhusu mtu aishi katika jengo unalomiliki, iwe jumba la kifahari au chumba katika makazi yako mwenyewe, wewe ni **Mpangishaji**. Hii ni pamoja na mpangaji mkuu anayetoa mkataba mdogo kwa mwenzake wa chumba. Sio lazima uwe unamiliki chumba unachotoa mkataba mdogo ili kuchukua jukumu la mpangishaji.

Kwa sababu sheria ya Vermont haihitaji mkataba ulioandikwa wa upangishaji, unachukuliwa kuwa **Mpangaji** halali wa ukodishaji ukiwa na au bila mkataba wa upangishaji. Haki na wajibu wa wahusika wote wawili uliolezwa katika kitabu hiki unatumika.

[Sheria Zilizofafanuliwa za Vermont, Kichwa cha 9, Sura ya 137 § 4451. Ufafanuzi](#)

\* “V.S.A.” pia imetumiwa mara kwa mara katika kitabu hiki. Inamaanisha Sheria Zilizofafanuliwa za Vermont na inarejelea sheria za jimbo la Vermont. Inarejelewa na **KICHWA** (nambari fulani), **SURA** (mada ambayo inashughulikia), na **KIFUNGU** (maelezo mahususi ya sheria).

## HALI MAALUM

Maelezo yaliyo katika kitabu hiki hayatumiki kwa mojawapo ya yafuatayo:

- Ukaaji katika taasisi ya umma au ya binafsi inayoendeshwa kwa madhumuni ya kutoa huduma ya matibabu, matibabu ya wazee, elimu, ushauri, kidini au huduma kama hizo.
- Ukaaji chini ya mkataba wa uuzaji wa nyumba ya makazi au mali ambayo ni sehemu yake, ikiwa mkaaji ni mnunuzi au mtu anayeridhi maslahi ya mnunuzi.
- Ukaaji wa mshiriki wa shirika la kidugu, kijamii, au la kidini katika sehemu ya jengo linaloendeshwa kwa manufaa ya shirika.
- Ukaaji wa muda mfupi katika hoteli, moteli au nyumba za kupanga kwa muda wakati ukaaji huo unatozwa kodi ya vyumba na milo (siku 30).
- Ukaaji wa mmiliki kwenye kitengo cha miliki bia au mmiliki wa mkataba wa upangaji wa umiliki katika ushirika.
- Ukodishaji wa nyumba inayohamishika unaosimamiwa na [10 V.S.A. sura ya 153](#).
- Makazi ya muda mfupi katika uwanja wa kambi, ambayo kwa madhumuni ya kifungu hiki yanamaanisha mali yoyote inayotumika kwa ajili ya likizo ya msimu au ya muda mfupi au madhumuni ya burudani ambayo ndani yake kuna vijumba vya makuti, mahema, au maeneo ya kuegemea, au maeneo ya kambi yaliyoundwa kwa upigaji kambi wa muda au unaohamishika, burudani, au vitengo vya nyumba za usafiri, ikiwa ni pamoja na mahema, magari ya kambi, na magari ya burudani kama vile nyumba kwenye magari, trela za usafiri, lori za kambi na magari madogo ya kambi.

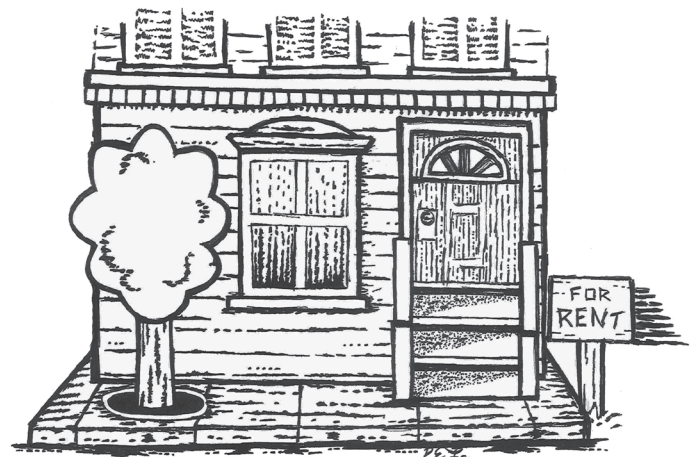
# MADOKEZO KWA WAPANGISHAJI NA WAMILIKI

## MADOKEZO KWA WANAOTAFUTA NYUMBA:

- Kuwa na uhakika unaweza kumudu kodi ya nyumba. Tumia [hati ya bajeti](#) katika sehemu ya “Zana” ya Mwongozo huu.
- Mmiliki au wakala wa ukodishaji hapaswi kutoza ada ya maombi.
- Uliza ikiwa kutakuwa na mkataba ulioandikwa wa ukodishaji. Uliza kuhusu urefu wa muda wa mkataba wa ukodishaji (muda wa mkataba wa ukodishaji).
- Uliza ni nani anayelipia huduma za nyumbani. Ikiwa utalipia gharama hizi, uliza kiasi chake. Pigia simu kampuni za huduma za nyumbani ili kuona ikiwa makadirio ambayo mmiliki alikupa ni sahihi.
- Ikiwa mmiliki analipa mfumo wa kupasha joto, uliza ni nani anayedhibiti halijoto ya nyumba.
  - Ikiwa ni mmiliki, uliza kuhusu kiwango cha halijoto kinachowekwa wakati wa msimu wa baridi. Nyumba za miliki bia zinahitaji halijoto isiyopungua 65°F.
- Usiogope kuwauliza watu wanaomfahamu mmiliki, waulize wakazi wa sasa kuhusu hali yao ya ukodishaji.
- Kagua mifumo yote muhimu:
  - Taa - Maji
  - Soketi - Jiko
  - Vigunduzi vilivyounganishwa vya moshi na kaboni monoksidi vinavyotumia umeme
- Watu wanaomfahamu mmiliki. Ikiwa unahisi hujaridhishwa na wanaomfahamu, [Vermont Tenants](#) inaweza kukusaidia. Wapigie simu.
- Baadhi ya wamiliki pia huangalia Ripoti ya Uwezo wa Kulipa Mkopo. Ikiwa huna uhakika kuhusu alama yako ya kuweza kulipa mkopo, au unahitaji usaidizi wa kujua au kuboresha alama hii ya kuweza kulipa mkopo, wasiliana na [Mpango wa Financial Futures](#) wa CVOEO ulioorodheshwa kwenye sehemu ya [Nyenzo](#) katika upande wa nyumba wa kitabu hiki.
- **Mkataba wa ukodishaji ni halali pindi tu unapotiwa saini, si baada ya kuhamia.**  
*Hakikisha unaclewa kile mkataba wa ukodishaji unasema kabla ya kuusaini!*  
*Wasiliana na [Vermont Tenants](#) ikiwa huna uhakika.*

## MADOKEZO KWA WAMILIKI:

- Wakati wa kutangaza nyumba, eleza kuhusu sifa za nyumba, wala sio sifa za wakaaji unaopendelea. Angalia pia kifungu kuhusiana na [Sheria ya Makazi ya Haki](#).
- Si halali kulipisha Ada za Maombi katika jimbo la Vermont.
- Unaweza kuomba kwamba mwombaji atoe nakala ya ripoti yake ya uwezo wa kulipa mkopo kama sehemu ya utaratibu wa kutuma ombi.
- Uliza watu wanaomfahamu! Maswali mazuri ya kuuliza ni pamoja na:
  - Kodi ya nyumba ilikuwa ikilipwa kwa wakati?
  - Je, mkodishaji alilipa malipo yote?
  - Je, ungemkodisha mtu huyu tena?
- Hakikisha kuwa matengenezo yoyote yanayohitajika yanafanywa kabla ya wapangaji wapya kuingia.
- Wakati wa kukataa ombi la mwombaji, unaweza kukataa waombaji kwa sababu zifuatazo:
  - Ombi ambalo halijakamilika
  - Maoni hasi kutoka kwa watu wanaomfahamu
  - Kukokuwa na historia ya kulipa kodi ya nyumba
  - Rekodi ya uhalifu
  - Alama isiyotosha ya kuweza kulipa mkopo - unaweza kuweka kiwango, lakini ukitumie kwa uthabiti
- Hakikisha unatumia sera zako zote za maombi kwa uthabiti.



# KUPITIA MAMBO PAMOJA

Wahusika wote wawili wanapaswa kupitia mambo pamoja kabla ya mpangaji kuanza kukaa. Kumbukumbu ya hali ya nyumba inapaswa kurekodiwa kwa maandishi. Kuna fomu zilizopo kwa kusudi hii [zinazopatikana kwenye sehemu ya “Zana” ya Mwongozo huu.](#)

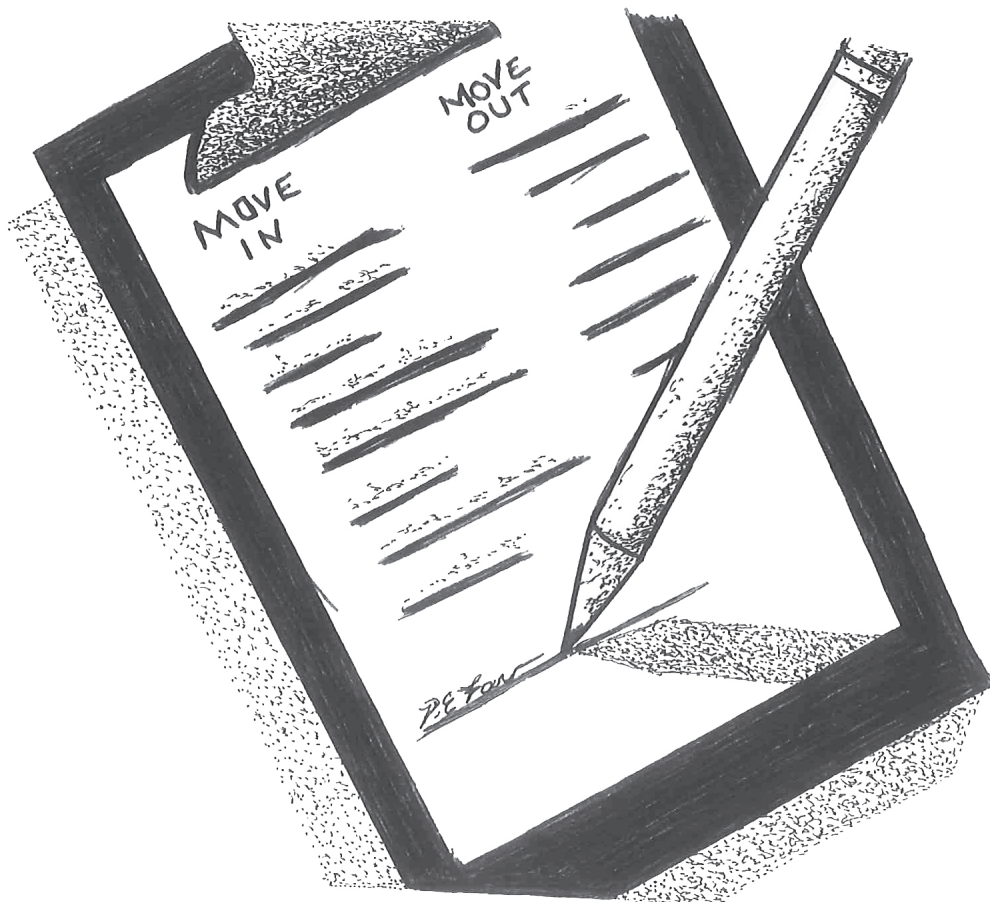
## MADOKEZO KWA WAPANGAJI

Ikiwa mmiliki hatakagua mambo pamoja nawe au kuandika mambo:

- Piga picha kabla ya kuingia!
- Andika orodha ya vipengee vyote vilivyoharibika na vitu ambavyo vinapaswa kurekebishwa, unda nakala yake na uitume kwa mmiliki ukiomba vitu hivi vyote vitengenezwe.
- Hakikisha umeandika tarehe kwenye barua hiyo.
- Weka nakala yako mahali salama
- Kuwa mwangalifu unapoingiza samani. Ukikwaruza kuta au sakafu, mmiliki anaweza kukuwajibisha kwa uharibifu huo.

## MADOKEZO KWA WAMILIKI:

- Pitia mambo pamoja wakati wa kuingia ili kuwa na kumbukumbu ya hali ya nyumba.
- Mhitaji mpangaji asaini hati ya uthibitishaji wa kuhamia ili kuthibitisha hali ya nyumba.
- Piga picha au urekodi video ili kuwa na kumbukumbu ya hali hiyo wakati wa kuhamia.
- Iwapo wewe na mpangaji mnakubali kwamba matengenezo yanahitajika, fuatilia matengenezo haya (unaweza hata kumwomba mpangaji asaini hati akithibitisha kuwa matengenezo yamekamilika).



# AMANA ZA DHAMANA

Dhana ya kawaida kwamba mmiliki hawezi kuomba alipwe kodi ya mwezi wa kwanza, kodi ya mwezi wa mwisho na amana ya dhamana imekuwa ya kupotosha. Kwa kweli hii si sahihi. Burlington na Brattleboro ndizo pekee zimeweka amana ya dhamana isizidi kodi ya mwezi mmoja. Kwingineko katika jimbo, hakuna kikomo kwa kiasi cha amana.

- Sheria za Burlington na Brattleboro pia haziruhusu mmiliki akusanye zaidi ya nusu ya kodi ya mwezi mmoja kama amana ya mnyama kipenzi pamoja na amana ya dhamana.
- Sheria za Burlington pia zinahitaji mmiliki ahifadhi amana katika akaunti yenye riba. Riba hii hulipwa kwa mpangaji amana inaporejeshwa.
- Pesa zozote zinazolipwa mapema ili kupata upangaji zinaitwa “amana.” Hii ni pamoja na pesa za dhamana, uharibifu, usafishaji, amana za wanyama kipenzi, au kodi ya mwezi wa mwisho.
- Wamiliki hawaruhusiwi kutoza amana ya mnyama kipenzi kwa Mnyama wa Usaidizi anayehitajika kama Mabadiliko Yanayofaa kwa mpangaji aliye na ulemavu.
- Hakuna kitu kama amana “isiyoweza kurejeshwa”.
- Wapangaji hawapaswi kutumia amana kama kodi ya mwezi wa mwisho.
- Wamiliki wanaweza kukata pesa kutoka kwa amana kwa kodi ambayo haijalipwa, bili za huduma za nyumbani ambazo hazijalipwa, gharama ya kuondoa na kutupa vitu vya binafsi vya mpangaji, na uharibifu wa mali zaidi ya uchakavu wa kawaida.
- Amana haziwezi kuwekwa kama “faini” ya kuvunja mkataba wa ukodishaji.
- Amana zinaweza kushikiliwa chini ya mkataba wa ukodishaji ikiwa mpangaji ataondoka mapema na mmiliki hajaweza kukodisha tena nyumba hiyo.

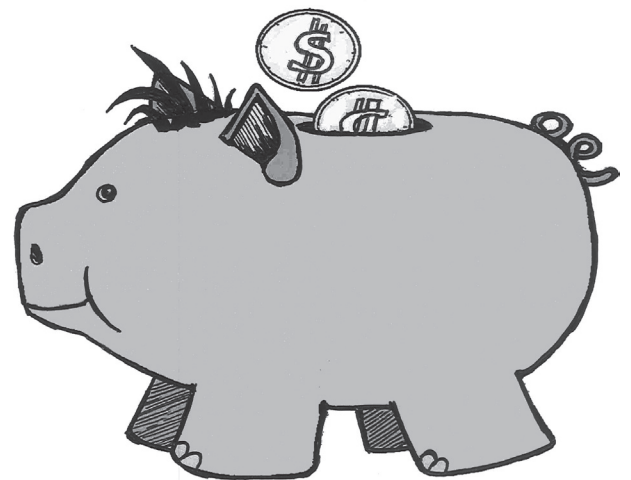
## MADOKEZO KWA WAPANGAJI

Wakati wa ukaaji wako:

- Sheria ya Vermont – [9 V.S.A. sura ya 137 §4451\(5\)](#) inasema kwamba wapangaji wanaweza kuwajibishwa kwa "utelekezaji, upuuzaji, ajali au matumizi mabaya ya nyumba au vifaa au mali zisizohamishika yanayofanywa na mpangaji au wanafamilia wake au waalikwa au wageni wake.”
- Ripoti mahitaji ya matengenezo mara moja.
- Usifanye mabadiliko bila idhini iliyoandikwa ya mpangishaji.
- Tunza mali kwa heshima.
- Toa notisi inayofaa kabla ya kuhama. Kuna sampuli ya notisi kwenye sehemu ya [“Zana”](#) katika Mwongozo huu.
- Ukivunja mkataba wako wa ukodishaji kwa kuhama kabla ya muda wa mkataba wa ukodishaji kuisha, unaweza kuhitajika na mmiliki ulipe kodi isipokuwa na hadi mmiliki atakapoweza kukodisha tena nyumba hiyo.

## MADOKEZO KWA WAMILIKI:

- Hakikisha unakusanya amana na kodi zozote kabla ya wapangaji kuhamia kwenye nyumba.
- Ni rahisi zaidi kukata pesa za uharibifu wa nyumba wakati wapangaji wanaondoka ikiwa uliweka kumbukumbu ya hali hiyo wakati wa kuhamia ndani ya nyumba.



# BIMA KWA WAHUSIKA WOTE WAWILI

## UHARIBIFU KWA VITU VYA MPANGAJI

Uharibifu kwa vitu vya binafsi vya mpangaji kwa ujumla sio jukumu la mmiliki isipokuwa uharibifu ulisababishwa na utelekezaji wa mmiliki. Ikiwa nyumba yako itakosa uwezo wa kukalika kwa sababu ya moto, kupasuka kwa mabomba, nk, bima ya mpangaji italipia “gharama zako za ziada za maisha.” Kwa ujumla, hiyo inamaanisha bima itakulipia ili uishi mahali pengine, kama vile nyumba nyingine ambayo kodi yake inatoshana na ya nyumba yako ya asili.

Bima kawaida hulipia hasara kwa vitu vyako vya binafsi kutoka kwa aina 17 za hatari, ikiwa ni pamoja na: *moto au radi, dhoruba ya upepo au mvua ya mawe, mlipuko, ghasia au rabsha za umma, ndege, magari, moshi, uharabu au uharibifu wenye nia mbaya, wizi, uharibifu unaosababisha na kioo au nyenzo za ung'arishaji ambazo ni sehemu ya jengo, mlipuko wa volkano, vitu vinavyoanguka, uzito wa barafu, theluji au mvua ya theluji, uharibifu unaohusiana na maji kutoka kwa huduma za nyumbani na uharibifu wa kuongezeka kwa umeme.*

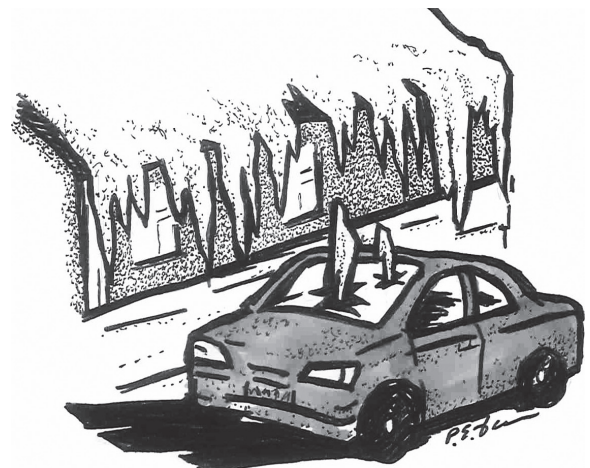
Huenda umegundua, hata hivyo, kwamba mafuriko na mitetemeko ya ardhi haziko kwenye orodha. Ikiwa unaishi katika eneo linalokabiliwa na hatari hizo, utahitaji kununua bima tofauti au bima ya nyongeza ya mpangaji. Katika baadhi ya maeneo ya pwani, ambapo vimbunga vinaweza kusababisha uharibifu mkubwa, unaweza pia kuhitaji kununua bima tofauti ya nyongeza kugharamia uharibifu wa dhoruba ya upepo.

## MADOKAZO KWA WAPANGAJI

- Inapendekezwa sana kwamba wapangaji wote wanunue bima ya mpangaji.
- Ikiwa mali ina tatizo ambalo halijashughulikiwa na linaweza kuhatarisha vitu vyako, tuma ombi la maandishi kwa mmiliki ukiomba tatizo hilo lishughulikiwe. Weka nakala ya ombi hilo.
- Matatizo ya kimsimu kama vile barafu inayoning'inia kwenye sehemu za maegesho kwa ujumla hazizingatiwi kama utelekezaji. Unafaa kuangalia kabla ya kuegesha. Kuwa na bima inayofaa ya gari.
- Ikiwa uharibifu wa vitu vyako unasababishwa na mpangaji mwingine, hilo sio jukumu la mmiliki.
- Angalia sehemu ya “Zana” kwa maelezo zaidi kuhusu [Bima ya Mpangaji](#).

## MADOKAZO KWA WAMILIKI:

- Mali yako inapaswa kuwa na bima ya kutosha ya nyumba na bima ya dhima.
- Shirikiana na wakala wako ili kuhakikisha kuwa una bima ya kutosha kulipia gharama ya jengo lingine.
- Kuwa na bima isiyotosha kunaweza kusababisha kampuni ya bima kutathmini faini ya kifedha wakati unapofanya dai.
- Ripoti mara moja madai ya mpangaji ya jeraha la binafsi au uharibifu wa mali kwa wakala wako. Kufanya hivyo kunaweza kukuepusha na kushtakiwa binafsi katika kesi.
- Angalia sehemu ya “Zana” kwa maelezo zaidi kuhusu [Bima ya Mali za Ukodishaji](#).



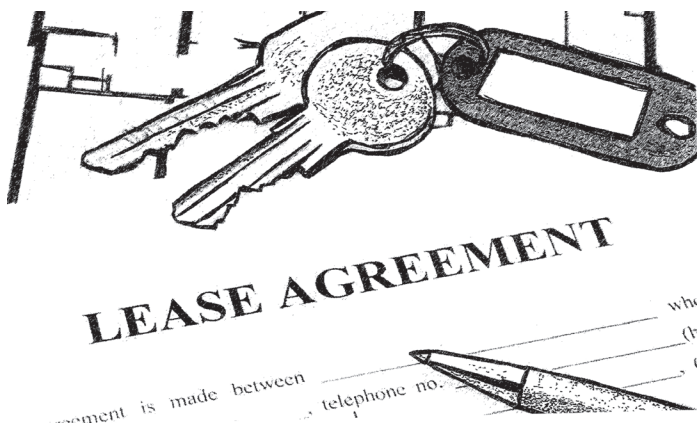


# SEHEMU YA 2: MAKUBALIANO YA UKODISHAJI

Ukodishaji ni uhusiano wa kisheria kati ya “Mpangishaji” (mmiliki) na “Mpangaji” (mkodishaji). Katika Vermont, haki na wajibu wa wahusika hawa wote wawili zinalindwa na sheria, hata kama hakuna mkataba ulioandikwa kwa ukodishaji.

Sheria ya Vermont hutumia maneno “Makubaliano ya Ukodishaji,” ambayo yanafafanuliwa kama “makubaliano yote, yaliyoandikwa au ya mdomo, yanayojumuisha sheria na masharti, kuhusu matumizi na ukaaji kwenye nyumba na jengo.” [9 V.S.A. §4451](#)

Aidha, sheria za VT zinaweka wazi kwamba hakuna makubaliano yaliyoandikwa ya ukodishaji (mkataba wa ukodishaji) yanayoweza kujumuisha lugha inayokiuka sheria hizi. Vifungu vyovyote kama hivyo vinachukuliwa kuwa visivyoweza kutekelezeka hata kama makubaliano yametiwa saini na wahusika wote wawili. Kifungu fulani kisichoweza kutekelezeka hakibatilishi mkataba wote wa ukodishaji. Vile vile, mhusika mmoja akivunja kifungu fulani katika mkataba wa ukodishaji haibatilishi mkataba wote wa ukodishaji. [9 V.S.A. §4454](#)



## KUTUMIA MKATABA ULIOANDIKWA KWA UKODISHAJI

Ni bora wakati wote makubaliano ya ukodishaji yawe katika maandishi. Inaepusha kutokuelewana baadaye. Wahusika wote wawili wanapaswa kuwa na ufahamu wazi kuhusu maana ya masharti haya ya mkataba wa ukodishaji.

## MATATIZO YANAPOTOKEA

Mkataba wa ukodishaji unaeleza matarajio ya wahusika wote wawili. *Kurasa zifuatazo zina madokezo kwa wahusika wote wawili wanaoingia katika makubaliano yaliyoandikwa ya ukodishaji.*

### MADOKOZO KWA WAPANGAJI

- Kamwe usitie saini mkataba wa ukodishaji hadi uwe umeusoma na umeuelewa kabisa.
- Unaweza kusaidiwa kukagua mkataba wa ukodishaji kwa kuwasiliana na [Vermont Tenants](#).
- Mkataba wa ukodishaji unakuwa halali unapoutia saini, SI tarehe ya kuhamia nyumba.
- Kuwa na uhakika kabla ya kusaini!
- Weka nakala yako mahali salama unapoweza kuufikia.
- Ikiwa mmiliki hatakupa nakala, iombe kwa maandishi na uhifadhi nakala ya barua hiyo ya ombi.

### MADOKOZO KWA WAMILIKI:

- Matumizi ya mkataba wa jumla wa ukodishaji kutoka kwenye intaneti au duka huenda usikufae kila wakati. Vifungu vya mkataba wa ukodishaji lazima viendane na sheria za jimbo ambapo ukodishaji wako uko.
- Unaweza kusaidiwa kukagua mkataba wa ukodishaji na [Muungano wa Wapangishaji wa Vermont \(Vermont Landlord Association\)](#).
- Mkataba wa ukodishaji unakuwa halali unapoutia saini, SI tarehe ya kuhamia nyumba.
- Mpe mpangaji wako nakala ya mkataba wa ukodishaji.
- Usiingie kwenye zaidi mkataba mmoja wa asili wa ukodishaji.

# ADA ZA KUCHELEWA NA ADA ZA FAINI

## MADOKEZO KWA WAPANGAJI

- Iwapo utatozwa ada ya kuchelewa unaweza kuomba hati kutoka kwa mmiliki inayotaja kwamba ada hiyo inahusiana na gharama anazotozwa kutokana na wewe kuchelewa kulipa kodi.
- Ikiwa mmiliki atashindwa kutoa hati hizi, huenda usihitajike kulipa ada hiyo.
- Kuna [barua kwa kusudi hili](#) katika sehemu ya “Zana” ya Mwongozo huu.

## MADOKEZO KWA WAMILIKI

- Unaweza kutoza ada ya kuchelewa ikiwa mpangaji halipi kodi kwa wakati ikiwa:
  - Ada ya kuchelewa inahusiana ipasavyo na gharama yako ya ukusanyaji. Hii inamaanisha kwamba ada hiyo inahitaji kuwa na uhusiano fulani na gharama ulizowekewa ikiwa mpangaji halipi kodi yake kwa wakati na/au inahusiana na muda unaotumia kumfuatilia mpangaji.
- Ada ya kuchelewa ambayo ni ada isiyobadilika kati ya \$20-\$25 kwa kawaida inakubalika.
- Ada ya kuchelewa inayohesabiwa kwa msingi wa idadi ya siku hairuhusiwi.
- Zingatia kutoa punguzo la malipo ya mapema badala ya ada ya kuchelewa. Punguzo la malipo ya mapema ni thawabu kwa mpangaji kwa kulipa kodi yake kabla ya muda wake wa kulipa (kinyume na faini ya kuchelewa kulipa).

# MIKATABA YA UKODISHAJI INAYOFANYA MPANGAJI AWAJIBIKIE MATENGENEZO

## MADOKEZO KWA WAPANGAJI

- Wapangaji hawapaswi kamwe kufanya matengenezo ambayo hayajaidhinishwa kwa maandishi na mmiliki.
- Wapangaji wala wamiliki hawapaswi kufanya matengenezo yanayohitaji fundi aliyeidhinishwa.
- Kifungu katika mkataba wa ukodishaji ambacho kinamfanya mpangaji kuwajibikia matengenezo hakiwezi kutekelezwa.

## MADOKEZO KWA WAMILIKI

- Wamiliki wanawajibikia kufanya matengenezo katika mali ya ukodishaji.
- Ikiwa kipengee kinachotengenezwa kiliharibiwa na mpangaji au wageni wake, unaweza kutafuta fidia kutoka kwa mpangaji.
- Wamiliki wanapaswa kudhibiti ni nani anayefanya matengenezo katika mali hiyo na jinsi matengenezo hayo yanafanywa.

# MIKATABA YA UKODISHAJI INAYOZUIA WAGENI

## MADOKEZO KWA WAPANGAJI

- Wamiliki hawapaswi kuingilia haki ya mpangaji ya kuwa na wageni anaopendelea.
- Wamiliki hapaswi kutoa notisi ya kuingia mali bila ruhusa kwa mgeni wa mpangaji.
- Ikiwa mtu anayekaa nawe ana makazi yake ya kudumu, yeye ni mgeni.
- Katika hali ambapo mgeni wako anatumia nyumba yako badala ya yake kama makazi ya msingi anaweza kuchukuliwa kuwa anaishi nawe.
- Ikiwa hana makazi yake ya kudumu, basi inachukuliwa kuwa anaishi nawe.
- Ukiruhusu mtu aishi nawe inaweza kuwa ngumu sana kumfanya aondoke. Huenda ukahitaji kufuata utaratibu wa kisheria wa kumfukuza.
- Unaweza pia kuhatarisha hali yako kama mpangaji. Kumruhusu mtu ambaye hajajumuishwa katika makubaliano ya ukodishaji na mmiliki aishi nawe ni msingi wa kusimamisha upangaji wako.

## MADOKEZO KWA WAMILIKI:

- Wamiliki hawawezi kudhibiti uwezo wa mpangaji kuwa na wageni; hata hivyo, wapangaji wanawajibika kwa tabia ya wageni wao.
- Inaweza kuwa vigumu kuunda sera ya wageni inayofaa na inayoweza kutekelezeka.
- Sera inayohitaji mpangaji kumjulisha mmiliki kuhusu wageni wote kwa kawaida huenda isiweze kutekelezeka.



# VIFUNGU VYA KUSIMAMISHA MKATABA WA UKODISHAJI

## MADOKEZO KWA WAPANGAJI

- Unawajibishwa kwa muda ulioelezwa kwenye mkataba wa maandishi wa ukodishaji.

Matokeo ya kuhama kabla ya mwisho wa mkataba wa ukodishaji:

- Mmiliki anaweza kukuwajibisha kifedha kwa kodi (na huduma za nyumbani, ikiwa ni jukumu la mpangaji) hadi mwisho wa mkataba wa ukodishaji au hadi mmiliki apate mpangaji mpya.
- Unaweza pia kuwajibika kwa gharama zinazohusiana na kukodisha tena nyumba.
- Kifungu cha mkataba wa ukodishaji kinachosema kuwa mmiliki anaweza kukuondoa bila utaratibu wa kisheria wa mahakama hakiwezi kutekelezeka.

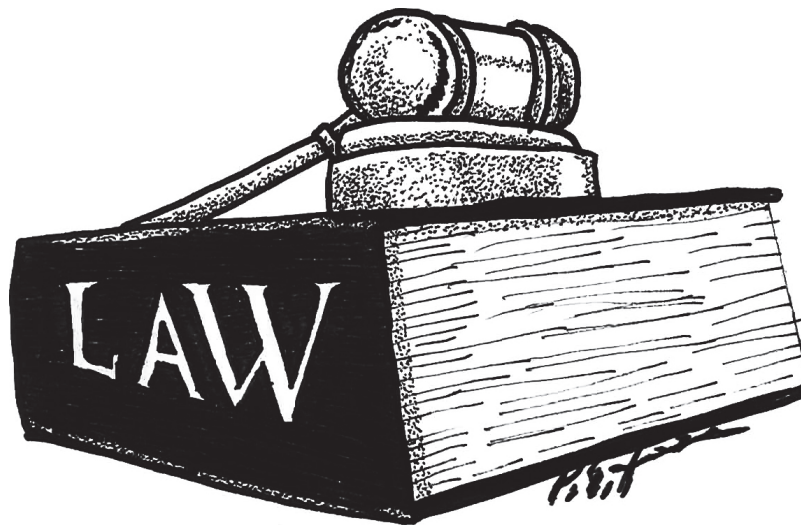
## MADOKEZO KWA WAMILIKI:

- Ikiwa unataka mpangaji ahame, unahitaji kumtumia notisi ya kusimamisha mkataba - hata kama ni mwishoni mwa muda wa mkataba wa ukodishaji.
- Bila notisi halisi ya kusimamisha mkataba, huwezi kuanza hatua ya mahakama dhidi ya wakaaji - hata kama mkataba wako wa ukodishaji unasema wanapaswa kuhama mwishoni mwa muda wa mkataba huo wa ukodishaji.
- Ikiwa mpangaji wako ataondoka kabla ya mwisho wa muda wa mkataba wa ukodishaji, unaweza kumwajibisha kifedha alipe kodi ya nyumba, huduma za nyumbani (ikiwa mkataba unasema mpangaji ndiye atalipa) na gharama zinazofaa zinazohusiana na kukodisha tena nyumba hiyo.

## SEHEMU YA 3: ULINZI WA KISHERIA

Uhusiano wa ukodishaji unasimamiwa na sheria na zinatumiwa kwa kila mtu katika Vermont. Haki na wajibu mwingi, lakini sio wote, wa Mmiliki na Mpangaji huangaziwa katika [Kichwa cha 9 V.S.A. \(Sheria Zilizofafanuliwa za Vermont\) Sura ya 137.](#)

Hiyo haimaanishi kuwa suluhisho la kila hali linaweza kupatikana katika kifungu hicho cha sheria. Sheria ya Kawaida, Sheria za Kurejesha Umiliki, Sheria za Uhalifu, Sheria ya Makazi ya Haki na hata Sheria ya Maamuzi ya Mahakama hutumiwa wakati wa ukodishaji. Sio suluhu zote ziko wazi. Kuna sehemu nyingi tatanishi na hadithi nyingi za uwongo. Mbinu bora zaidi wakati wote ni kutafuta usaidizi wa kitaalamu.



# SHERIA YA MAKAZI YA HAKI

THE TIME IS ALWAYS RIGHT  
TO DO WHAT IS RIGHT  
MLK



## JE, MAKAZI YA HAKI NI NINI?

- Makazi ya Haki ni haki ya mtu kuchagua mahali anapoishi na haki ya kukodisha, kununua au kufadhili nyumba ya kuishi bila ubaguzi.
- Makazi ya Haki ni haki ya fursa sawa katika makazi.

## BAADHI YA MANENO YANAYOTUMIWA SANA:

- **“Aina Inayolindwa”** – aina za watu ambazo sheria ya Makazi ya Haki hutumika.
- **“Hali ya Familia”** – Uwepo wa watoto wadogo.
- **“Uelekezaji mbali”** – Kuelekeza mbali au kutoruhusu mshirika wa aina inayolindwa kufikia nyumba zote zinazopatikana za ukodishaji.  
Mfano - kupendekeza mtu anayetumia mikongojo/kiti cha magurudumu kwamba ghorofa ya kwanza inaweza kumfaa zaidi kuliko ghorofa ya pili aliyoomba kutazama.
- **“Ubaguzi Usiokusudiwa”** - Sheria isiyoegemea upande wowote ambayo ina athari kubwa kwa washiriki wa aina inayolindwa.

## MADOKAZO KWA WAMILIKI:

- Mmiliki ana haki ya kuanzisha na kutekeleza taratibu halali za biashara zinazohitajika ili kulinda na kudhibiti mali ya ukodishaji, kama vile kuhitaji watu wanaomfahamu mpangaji au kukataa kukodisha kwa watu ambao hawana mapato ya kutosha kulipa kodi ya nyumba. Hata hivyo, masharti haya lazima yatumike kwa uthabiti kwa watu wote.
- Wamiliki pia wanaweza kukataa kukodisha kwa watu walio na historia ya tabia isiyofaa katika ukodishaji wa awali, kama vile kusumbua wakazi wengine, kuharibu mali au kutolipa kodi.
- Wamiliki, hata hivyo, hawapaswi kutumia mbinu za biashara halali kama kisingizio cha ubaguzi.
- Ni kinyume na sheria kwa mmiliki kuuliza mkodishaji au mpangaji mtarajiwa ikiwa ana ulemavu. Hata hivyo, ikiwa mpangaji mwenye ulemavu anaomba mabadiliko yanayofaa, mmiliki ana haki ya kuomba uthibitisho wa ulemavu huo na hitaji la mabadiliko yaliyoombwa, isipokuwa kama ulemavu huo ni dhahiri. Mmiliki hapaswi kuuliza ulemavu ni mgani.

## AINA 13 ZINAZOLINDWA

### ULINZI WA SHIRIKISHO

Mbari	Hali ya Familia
Rangi	Ulemavu
Dini	Jinsia
Asili ya Taifa	

### ULINZI ZAIDI WA VERMONT

Umri (18+)
Hali ya Ndoa (waliofunga na wasiofunga ndoa)
Mwelekeo wa Jinsia
Utambulisho wa Jinsia
Upokeaji wa Msaada wa Serikali
Waadhiriwa wa dhuluma, unyanyasaji wa kingono au unyatiji



## UBAGUZI WA MAKAZI NI ZOZOTE KATI YA SHUGHULI ZIFUATAZO KWA MSINGI WA KUWA MSHIRIKA WA AINA INAYOLINDWA:

- Kukataa kukodisha, kuuza au kufadhili makazi.
- Kuweka sheria, masharti, au haki tofauti au kutoa huduma au vifaa tofauti vya makazi.
- Kuunda, kuchapisha nakala halisi, au kuchapisha notisi, taarifa, au tangazo lolote linaloonyesha upendeleo, kizuizi au ubaguzi wowote.
- Kutoa maelezo ya uwongo kuhusu upatikanaji wa mauzo, ukaguzi au ukodishaji.
- Kunyima mtu yeyote ufikiaji wa kituo au huduma inayohusiana na uuzaji au ukodishaji nyumba (MLS, shirika la mawakala wa mali isiyohamishika, n.k.).
- Kulazimisha, kutishia, au kuingilia mtu yeyote katika makazi au kwa sababu ya kufungua au kuunga mkono mashtaka ya ubaguzi.

[Sheria Zilizofafanuliwa za Vermont, Kichwa cha 9, Sura ya 139](#)

## JE, MALI INASHUGHULIKIWA NA SHERIA HII?

- Sheria ya haki ya makazi inatumika kwa makazi ya kuishi na si mali za biashara kama vile maduka ya rejareja na ofisi. Mali za kibiashara zinashughulikiwa chini ya sheria ya makazi ya umma.
- Mbari, rangi na asili ya taifa hushughulikiwa katika matukio yote, hata kama mali hiyo haishughulikiwi.
- Utangazaji na taarifa za umma pia wakati wote hushughulikiwa na sheria ya makazi ya haki.

Sheria ya Vermont hutoa **hali maalum chache sana** kwa sehemu nyingine za sheria ya makazi ya haki. *Hata kama mali hiyo haishughulikiwi na sheria, masharti ya utangazaji na ubaguzi kwa misingi ya mbari, rangi na asili ya taifa hushughulikiwa kila wakati.*

- Majengo yenye nyumba tatu au chini hayashughulikiwi, lakini tu ikiwa mmiliki au mwanafamilia wa karibu wa mmiliki anaishi katika moja ya nyumba. (Katika jiji la Burlington, hali maalum inatumika tu kwa majengo yenye nyumba mbili.)
- Kukataa kumkodisha mpangaji anayeweza kuwa chini ya umri wa miaka 18 inakubalika.
- Upendeleo wa kidini unaotolewa kwa wapangaji wa dini sawa na ule wa ushirika wa kidini ambao hutoa au kukodisha vyumba bila faida haukubaliki.
- Nyumba za kukodisha kwa wazee ambazo zinabagua familia zilizo na watoto zinakubalika ikiwa ni watu walio na umri wa zaidi ya miaka 62 pekee wanaokaa katika makazi hayo na, au ikiwa angalau mtu mmoja aliye na zaidi ya umri wa miaka 55 anaishi katika kila nyumba na jengo linatoa vifaa na huduma muhimu au fursa muhimu za makazi kwa wazee.
- Kukodisha nyumba ambazo zitakuwa ndogo sana kwa familia inayotaka kuishi huko, kulingana na viwango vinavyotumika vya upangaji, ni kinyume na sheria.

## UBAGUZI KWA MSINGI WA HALI YA FAMILIA

- Makazi hayawezi kunyimwa na sheria au masharti tofauti hayawezi kutumika kwa sababu ya uwepo wa watoto wadogo.
- Familia haziwezi kuelekezwa mbali na (au kuelekezwa kwa) na nyumba au mali fulani.
- Sheria zinapaswa kutumika kwa uthabiti kwa wapangaji wote na sio kwa familia zilizo na watoto pekee.
- Viwango vinavyofaa vya ukaaji vinaruhusiwa.

*Je, nini kinachukuliwa kuwa kiwango kinachofaa cha ukaaji?*

- Kama kanuni ya jumla, viwango vya ukaaji vinavyoweka kikomo cha watu wawili kwa kila chumba cha kulala au eneo la kulala lililoidhinishwa (vyumba vilivyo ndani ya nyumba vinavyotumika kulala lazima vizingatie masharti ya Usalama wa Moto), au kufuata Vikomo vya Ukaaji vya Manispaa au kibali cha mali kinachoweka kikomo cha idadi kwa ukaaji havikiuki sheria ya makazi ya haki.
- Sheria zinazoweka kikomo cha idadi ya watoto kwa kila nyumba badala ya idadi ya watu kwa kila nyumba ni za kibaguzi.
- Wakati wa kukagua kesi za ukaaji, [HUD](#) na [Tume ya Haki za Binadamu ya Vermont](#) huzingatia ukubwa na idadi ya vyumba vya kulala na hali zingine maalum.



## MADOKEZO KWA WAMILIKI

- Ni uamuzi wa wazazi ikiwa wanataka watoto (ikiwa ni pamoja na watoto wa jinsia tofauti) kulala chumba sawa.
- Sheria zinazohusiana na kelele lazima zizuie kila mtu kutoa sauti kubwa zisizo za lazima, sio watoto tu.
- Tunga sheria zinazotumika kwa kila mtu.
- Toa huduma au manufaa yanayotumika kwa kila mtu, ikiwa ni pamoja na watoto.
- Tangaza au ueleze nyumba jinsi ilivyo, badala ya nani atakuwa mwombaji unayependelea.
- Epuka maneno kama vile: “inafaa kwa watu wasiofunga ndoa” au “mahali pazuri kwa watu wawili” kwani haya yanaweza kufasiriwa kama kujaribu kuwatenga watoto.

# UBAGUZI KWA MSINGI WA ULEMAVU

## KUFAFANUA ULEMAVU

Mtu anachukuliwa kuwa na ulemavu ikiwa mojawapo ya vigezo vitatu vifuatavyo inatumika:

- Matatizo ya kimwili au kiakili ambayo yanazuia kwa kiasi kikubwa utendakazi mmoja au zaidi wa maisha.
- Mtu ambaye anachukuliwa na wengine kuwa na matatizo kama hayo.
- Kumbukumbu ya kuwa na ulemavu - K.m. risiti ya SSI, SSDI, nk.

“Ulemavu wa kimwili au kiakili” unarejelea *hali au ugonjwa unaoathiri akili au mwili.*

“Unaozuia kwa kiasi kikubwa” inarejelea *kwa kipindi kirefu cha muda au kwa kiasi kikubwa.*

“Utendakazi mmoja au zaidi wa maisha” unarejelea *kutembea, kuzungunza, kupumua, kuona, kusikia, kujitunza, kulipa bili, nk.*

[-V.S.A. Kichwa cha 9, Sura ya 139](#)

## MSAADA KWA WATU WANAOSHISHI NA WATU WALIO NA ULEMAVU

- Mtu mwenye ulemavu ana haki ya kuomba msaada wa mtu anayeishi na mtu mlemavu.
- Mapato na mali ya mtu anayeishi na mtu mlemavu haihesabiwi dhidi ya miongozo ya mapato ya msaada wa makazi ya umma.





# MAREKEBISHO YANAYOFAA KWA WAKAAJI WENYE ULEMAVU

## JE, MAREKEBISHO YANAYOFAA NI NINI?

- Mabadiliko halisi kwa jengo au nyumba ya kukodisha ambayo huruhusu wakaaji walemavu kupata matumizi na starehe sawa na mtu asiye na ulemavu.
- Marekebisho katika nyumba zenye ruzuku ya serikali kawaida hulipiwa na mmiliki.
- Marekebisho katika nyumba binafsi za ukodishaji kawaida hulipiwa na mkaaji.
- Mkaaji anaweza kuhitajika kurejesha nyumba katika hali yake ya asili wakati wa kuondoka ikiwa mmiliki ataomba.

## MIFANO YA MAREKEBISHO YANAYOFAA:

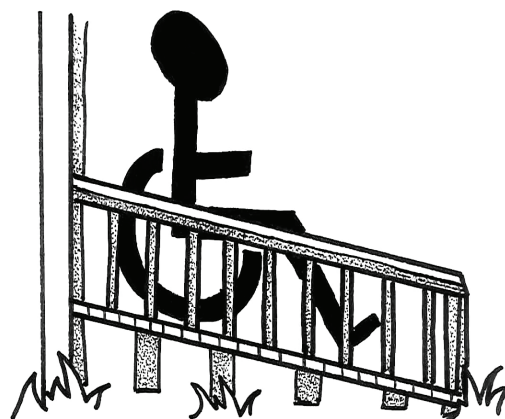
- Kupanua milango ili kufanya iwe rahisi zaidi kuingia kwenye vyumba.
- Kuweka fito za kushikia katika bafu.
- Kupunguza urefu wa makabati ya jikoni ili kufaa mtu anayetumia kiti cha magurudumu.
- Kuweka njia panda ya viti vya magurudumu kwenye sehemu ya nje ya jengo.
- Kigunduzi cha moshi na kaboni monoksidi ambacho kinamweka.

## KUOMBA MAREKEBISHO YANAYOFAA

Chini ya Sheria ya Makazi ya Haki, mmiliki hapaswi kumhitaji mpangaji atumie fomu mahususi au hata kuhitaji ombi hilo liwe kwa maandishi. Hata hivyo, Vermont Tenants inapendekeza sana kwamba maombi yote yafanywe kwa maandishi kwa madhumuni ya kumbukumbu. Wapangaji wanaweza kupata usaidizi kuhusu maombi kwa kuwasiliana na [Mradi wa Makazi ya Haki wa CVOEO](#) au huduma zingine zilizoordheshwa nyuma ya mwongozo huu. Pia kuna [sampuli za barua](#) katika sehemu ya “Zana” ya Mwongozo huu.

## MADOKAZO KWA WAMILIKI:

- Ombi la mabadiliko au marekebisho yanayofaa linaweza kufanywa kwa maneno au kwa maandishi na linaweza kutoka kwa mtu mwenye ulemavu au mtu anayetenda kwa niaba yake.
- Lazima utoe jibu la haraka kwa maombi yote ya mabadiliko au marekebisho yanayofaa.
- Unaweza kuomba mkaaji atoe maelezo yanayofaa ya marekebisho anayopendekeza.
- Unaweza kumwomba mkaaji kazi hiyo ifanywe na mtu mwenye mafunzo ya kikazi.
- Unaweza kuomba mkaaji apate vibali vyote husika kabla ya kuanza urekebishaji.
- Usimhitaji mkaaji alipe amana ya ziada.
- Mombi ya marekebisho na mabadiliko yanayofaa huwa na ukweli mahususi na yanaweza kuhitaji uchanganuzi kulingana na kila hali.
- Maombi ya marekebisho au mabadiliko yanayofaa yanapaswa kujadiliwa na wakili wako ikiwa huna uhakika kama unapaswa kuyakubali au la.



# MAREKEBISHO YANAYOFAA KWA WAKAAJI WALEMAMU

## JE, MABADILIKO YANAYOFAA NI NINI?

Mabadiliko kwa sheria, sera au mbinu ambayo huruhusu mkaaji mlemavu fursa sawa ya kutumia na kufurahia nyumba ya makazi.

## JE, “YANAYOFAA” INAMAANISHA NINI?

- “Yanayoonekana kufaa kwa uhalisia wake” au ikiwa ombi linaonekana kuwa linawezekana au kukubalika
- Ikiwa ombi litasababisha mabadiliko ya kimsingi katika biashara ya mmiliki au lina mzigo mkubwa wa kifedha kupita kiasi (Ugumu Usiofaa), huenda ombi hilo lisilazimike kukubaliwa.

## JE “UGUMU USIOFAA” UNAMAANISHA NINI?

- Ombi litasababisha ugumu au gharama kubwa kwa mmiliki.
- Ugumu usiofaa haurejelei tu ugumu wa kifedha, bali pia maombi ambayo yanahitaji mabadiliko ya kina, makubwa, au yanayovuruga, au yale ambayo kimsingi yatabadilisha asili au uendeshaji wa biashara.

## MIFANO YA MABADILIKO YANAYOFAA

- Mkaaji aliye na ulemavu wa kimwili au kiakili anaomba marekebisho ya sera ya “Hakuna Mnyama Kipenzi” ili apate nafasi ya kuwa na mnyama wa usaidizi anayemsaidia katika ulemavu wake (hakuna mafunzo maalum yanayohitajika).
- Mkaaji aliye na tatizo la kutembea anaomba atengewe au ahamishiwe maegesho kwenye nafasi iliyopo karibu na mlango wake wa kuingilia, hata kama mali hiyo haina nafasi za maegesho zilizotengwa.
- Mkaaji aliye na msaidizi anaomba nakala ya ziada ya funguo ili kuruhusu aingie nyumba yake kwa urahisi.
- Mkaaji mwenye uraibu na sasa anapona anaomba kuzingatiwa kwa mabadiliko kwenye miongozo ya maombi licha ya kuwa na rekodi ya uhalifu kutokana na uraibu wake.

## KUOMBA MABADILIKO YANAYOFAA

Chini ya Sheria ya Makazi ya Haki, mmiliki hapaswi kumhitaji mpangaji atumie fomu mahususi au hata kuhitaji ombi hilo liwe kwa maandishi. Hata hivyo, Vermont Tenants inapendekeza sana kwamba maombi yote yafanywe kwa maandishi kwa madhumuni ya kumbukumbu. Wapangaji wanaweza kupata usaidizi kuhusu maombi kwa kuwasiliana [na Mradi wa Makazi ya Haki wa CVOEO au huduma zingine zilizoorodheshwa nyuma ya mwongozo huu. Pia kuna sampuli za barua katika sehemu ya “Zana” ya Mwongozo huu.](#)

## MADOKEZO KWA WAMILIKI:

- Jibu maombi yote kwa wakati ufaao.
- Maswali ambayo **hupaswi** kuuliza:
  - Je, mkaaji ana ulemavu wa aina gani.
  - Maswali ambayo yatahitaji kufichuliwa kwa historia ya matibabu.
  - Ikiwa mtu huyo anaweza kuishi kwa kujitegemea.
- Maswali unayoweza kuuliza:
  - Uthibitishaji kwamba mkaaji ana ulemavu, lakini tu ikiwa ulemavu hauonekani wazi.
  - Marekebisho au mabadiliko ambayo mkaaji anaomba.
  - Kuna uhusiano gani kati ya ulemavu na marekebisho au mabadiliko hayo mahususi.
- Unaweza kuunda fomu na utaratibu wa kushughulikia maombi ya marekebisho/mabadiliko yanayofaa, lakini haupaswi kumhitaji mkaaji atumie fomu hiyo kutuma ombi.

## MADOKEZO KWA WAPANGAJI

- Pata taarifa kutoka kwa daktari wako au mtaalamu aliyeidhinishwa inayothibitisha kwamba wewe ni ulemavu na kwamba unahitaji mabadiliko au marekebisho kwa sababu ya ulemavu huo.
- Tumia maneno kama vile “Marekebisho Yanayofaa” au “Mabadiliko Yanayofaa” kwenye ombi lako.
- Ikiwa mmiliki atakataa kutii ombi lako, unaweza kuwasiliana na [Mradi wa Makazi ya Haki](#) au [huduma zingine zilizoorodheshwa upande wa nyuma wa Mwongozo huu](#) kwa usaidizi.

# UTANGAZAJI NA SHERIA YA MAKAZI YA HAKI

## SHERIA YA VERMONT INASEMA NINI:

*“Itakuwa ni kinyume na sheria kwa mtu yeyote ... kuunda, kuchapisha nakala halisi, au kuchapisha mtandaoni, au kusababisha kuundwa, kuchapishwa kwa nakala halisi, au kuchapishwa mtandaoni notisi, taarifa, au tangazo lolote, kuhusiana na uuzaji au ukodishaji wa nyumba au mali nyingine linaloonyesha upendeleo, kizuizi, au ubaguzi wowote kwa misingi ya mbari, jinsia, mwelekeo wa kijinsia, utambulisho wa kijinsia, umri, hali ya ndoa, imani ya kidini, rangi, asili ya taifa, au ulemavu wa mtu, au kwa sababu mtu ana nia ya kukaa pamoja na mtoto mmoja au zaidi, au kwa sababu mtu ni mpokeaji wa msaada wa serikali, au kwa sababu mtu ni mwathirika wa dhuluma, unyanyasaji wa kingono au unyatiaji.”*

[9 V.S.A. Sura ya 139 §4503](#)

- Wakati wa kutoa matangazo au kumnyima mwombaji, mpangishaji hapaswi kutumia maneno au kauli za kibaguzi.
- Mifano ya Maneno ya Kibaguzi:
  - Makazi ya kikiristo
  - Watu waliokomaa
  - Haiwezi kufikiwa na walemavu
  - Inafaa kwa watu wasiofunga ndoa
  - Hakuna wanyama kipenzi, hakuna hali za kipekee
  - Sehemu ya 8 hairuhusiwi

## VIGEZO VINAVYORUHUSIWA VYA UCHUNGUZI WA MPANGAJI:

- Ameonyesha uwezo wa kulipa kodi kwa wakati.
- Watu wanaomfahamu kwa mpangishaji na/au binafsi.
- Ukaguzi wa uwezo wa kulipa mkopo, ikijumuisha masharti ya alama ya chini zaidi ya uwezo wa kulipa mkopo.
- Historia ya uhalifu.
- Mwombaji anaweza kuomba fursa ya kueleza hali yoyote mbaya.
- Ombi la marekebisho yanayofaa na mwombaji haliwezi kuwa msingi wa kukataa kumkodishia.

## MADOKEZO KWA WAMILIKI

- Eleza jinsi nyumba inavyokaa, si aina ya mkaaji unayetafuta.
- Kumbuka kwamba huwezi kumnyima mtu fulani nyumba katika aina inayolindwa isipokuwa kuna sababu nyingine halali kama vile historia duni ya kulipa mikopo au ikiwa nyumba hiyo tayari imekodishwa.
- Kagua utangazaji wote ambao wengine wanatangaza kwa niaba yako - ikiwa mkaaji wa sasa anatangaza ili kupata mkodishaji mdogo au mpangishaji mwenza, mmiliki anaweza kuwajibishwa kwa kauli za kibaguzi zinazotumiwa.

## MADOKEZO KWA WAPANGAJI WANAOFIKIRI WANABAGULIWA

- Tofauti kati ya **Ubaguzi** na **Ubaguzi ulio Kinyume na Sheria**
  - Kukataa kukukodisha kwa sababu una chale au vipuli au historia ya uhalifu kunaweza kuwa ubaguzi, lakini si Ubaguzi Kinyume na Sheria kwa sababu hakuna hata moja kati ya hizi inayochukuliwa kuwa “aina inayolindwa.”
  - Kukataa kukukodisha kwa sababu una alama mbaya ya kulipa mikopo au marejeleo yasiyofaa, hata kama wewe ni mlemavu, hakuchukuliwi kuwa Ubaguzi Kinyume na Sheria.
  - Kuweka sheria au sera tofauti kwa sababu ya tabia yako hakuchukuliwi kuwa ubaguzi mradi tu tabia hiyo haitokani na ulemavu wako au haihusiani na kuwa mshiriki wa aina inayolindwa.

# ULIPIZAJI KISASI KINYUME NA SHERIA

## SHERIA YA VERMONT INASEMA NINI:

Ni kinyume na sheria kwa mmiliki kulipiza kisasi dhidi ya mpangaji ambaye ameomba mabadiliko au marekebisho yanayofaa au analalamika kuhusu ukiukwaji wa haki zake chini ya sheria ya Makazi ya Haki.

Aidha, mmiliki wa nyumba ya makazi hapaswi kulipiza kisasi kwa kuanzisha au kubadilisha masharti ya makubaliano ya ukodishaji, kuongeza kodi ya nyumba au kwa kuchukua au kutishia kuchukua hatua dhidi ya mpangaji ambaye:

- Amelalamika kwa shirika la serikali lililo na jukumu la kutekeleza sheria ya jengo, makazi, au afya kwa ukiukaji husika kwenye jengo unaoathiri sana afya na usalama;
- Amelalamika kwa mpangishaji kwa ukiukaji wa Sheria za Makubaliano ya Makazi ya Kukodisha au Sheria ya Makazi ya Haki ya Vermont; au
- Amepanga au amekuwa mwanachama wa muungano wa wapangaji au shirika kama hilo.

Ikiwa mpangishaji atachukua hatua kinyume na kifungu hiki, mpangaji ana haki ya kutafuta fidia ya uharibifu na ada zinazofaa za wakili na ana utetezi dhidi ya hatua yoyote ya kulipiza kisasi kwa ukaaji.

Ikiwa mpangishaji atatoa notisi ya kusimamisha ukodishaji kwa misingi yoyote isipokuwa kwa kutolipa kodi ndani ya siku 90 baada ya notisi ya huluki yoyote ya manispaa au ya serikali ya Jimbo kwamba jengo halizingatii kanuni husika za afya au usalama, kuna dhana inayoweza kupingwa kwamba usimamishaji wowote wa ukodishaji na mpangishaji ni ulipizaji kisasi kwa mpangaji kwa kuripoti ukiukaji wa sheria. (Mahakama itachukulia kuwa hatua ya kufukuzwa ni ulipizaji kisasi lakini mmiliki anaweza kujaribu kuthibitisha kuwa ni kwa sababu nyingine halali.)

[9 V.S.A. Sura ya 137 §4465](#)

## MADOKEZO KWA WAMILIKI:

- Ikiwa mpangaji atawasilisha malalamiko juu ya hali ya nyumba ya kukodisha, kagua nyumba hiyo na ufanye matengenezo yoyote yanayofaa. Usipuuze malalamiko ya mkaaji wa nyumba yako.
- Usimpe mpangaji wako notisi ya kusimamisha upangaji mara tu mpangaji atakapokulalamikia. Ikiwa mpangaji anakataa kulipa kodi kihalali, tafuta ushauri wa kisheria.

## MADOKEZO KWA WAPANGAJI

- Sio aina zote za kulipiza kisasi zinachukuliwa kuwa kinyume na sheria.
- Chini ya sheria ya Vermont, wamiliki hawatakiwi kuweka kodi sawa kwa nyumba sawa (isipokuwa katika Maeneo ya Nyumba Zinazoweza Kuhamishika).
- “Upangishaji” sio taaluma inayodhibitiwa; hawashurutishwi na sheria za usiri au maadili.
- Ikiwa una wasiwasi kuwa unalipizwa kisasi kinyume na sheria, wasiliana [Vermont Tenants](#) kwa ufafanuzi na usaidizi wa hali hiyo.

# HAKI ZA FARAGHA NA UFIKIAJI

## HIVI NDIVYO MMILIKI ANAVYOWEZA KUPATA UFIKIAJI WA NYUMBA YA MPANGAJI HUKU AKIHESHIMU HAKI YAKE YA FARAGHA :

### VIPI

- Kwa idhini ya mpangaji, ambayo haitazuiliwa bila sababu.
- Baada ya kumpa mpangaji noti ya angalau saa 48 kwa kuingia kati ya saa 9 a.m. na 9 p.m.
- Katika hali za dharura

### KWA NINI

- Ili kukagua jengo.
- Ili kufanya mabadiliko au matengenezo.
- Ili kutoa huduma zilizokubaliwa.
- Ili kuwaonyesha nyumba wapangaji au wanunuzi watarajiwa
- Ili kuepuka uharibifu wowote katika haki ya dharura.

## MADOKEZO KWA WAMILIKI:

- Kuingia katika nyumba ya mpangaji bila kufuata sheria ni “Uingiaji Bila Ruhusa Kinyume na Sheria,” kosa la uhalifu.
- Noti kwa mpangaji kwa uingiaji sio lazima iandikwe (inapendekezwa, lakini haihitajiki). Simu, ujumbe wa SMS, au barua inayoachwa kwenye mlango zinatoshwa.
- Ikiwa umetoa noti inayofaa, unaweza kuingia kwenye nyumba hata kama mpangaji hayuko nyumbani.

## MADOKEZO KWA WAPANGAJI

- Wapangaji hawapaswi kukataa “bila sababu” kutoa ruhusa ya kuingia.
- Ikiwa mmiliki ataingia kwenye nyumba yako bila noti anza kwa kumweleza sheria inavyosema. Kuna [barua kwa kusudi hili](#) katika sehemu ya “Zana” ya Mwongozo huu.
- Ikiwa mmiliki anaendelea kuingia, unaweza kupiga simu polisi.
- Katika hali mbaya zaidi, unaweza kutoa Noti ya Kuingia Bila Ruhusa dhidi ya mmiliki. Pigia [Vermont Tenants](#) kwa usaidizi kabla ya kufanya hivi



# KUONGEZWA KWA KODI YA NYUMBA

Ongezeko la kodi litaanza kutumika siku ya kwanza ya kipindi cha kukodisha kufuatia notisi iliyoandikwa kwa si chini ya siku 60 kwa mpangaji.

Mfano:

- Mpangaji analipa kodi yake siku ya kwanza ya kila mwezi. Tarehe ya kwanza ya mwezi hadi tarehe ya kwanza ya mwezi unaofuata ndicho Kipindi cha Ukodishaji.
- Mmiliki anampa mpangaji notisi iliyoandikwa ya ongezeko la kodi mnamo Juni 10. Si chini ya “Vipindi viwili Kamili vya Ukodishaji” inamaanisha ongezeko hilo litaanza kutumika tarehe 1 Septemba.
- Notisi haipaswi kuwa chini ya siku 60 ikiwa mpangaji hulipa kila wiki au mara mbili kwa mwezi.
- Sheria za jiji la Burlington zinahitaji muda wa notisi wa siku 90.
- Hakuna kikomo cha juu zaidi cha kiasi kinachoweza kuongezwa almradi kikomo hicho kimewekwa katika mkataba wa ukodishaji.

## MADOKEZO KWA WAMILIKI

- Kuongezwa kwa kodi kwa kawaida hakuwezi kufanywa wakati wa kipindi cha mkataba wa ukodishaji, kwa hivyo unaweza kuhitaji kupanga mapema.
- Mpangaji si lazima akubali ongezeko la kodi. Alimradi umetoa notisi inayofaa, iliyoandikwa ya ongezeko hilo, itaanza kutumika.
- Sehemu ya nyongeza ya mkataba wa ukodishaji, ambapo wapangaji hutia saini, panapendekezwa kwa nyongeza za muda wa ukodishaji na ongezeko la kodi ili kila mtu awe wazi kuhusu masharti haya.

## MADOKEZO KWA WAPANGAJI

- Ikiwa mmiliki hatakupa notisi iliyoandikwa au muda wa kutosha wa notisi, jibu kwa kumwandikia. Kuna [barua kwa kusudi hili](#) katika sehemu ya “Zana” ya Mwongozo huu.
- Urefu wa muda wa notisi umeundwa kwa ajili ya mpangaji kutoa notisi ya kutosha kwamba anakusudia kuhama badala ya kulipa nyongeza ya kodi.

# SEHEMU YA 4: KANUNI ZA MAKAZI

## UDHAMINI WA UWEZO WA KUKALIKA

Haki ya makazi salama imejikita katika sehemu ya sheria ya Vermont inayoitwa [Udhamini wa Uwezo wa Kukalika](#). Udhamini huu unamhitaji mmiliki kutoa na kudumisha jengo ambalo ni salama, safi na linalofaa kwa makao ya binadamu na kwa kufuata kanuni husika za makazi. Matatizo yoyote yanayoathiri afya au usalama katika nyumba ya kukodisha kwa ujumla ni ukiukaji wa udhamini huu.

Udhamini wa uwezo wa kukalika unadokezwa katika makubaliano ya ukodishaji kati ya mmiliki na mpangaji, iwe kwa mdomo au maandishi, na ulinzi chini ya udhamini huu hauwezi kunyimwa mpangaji kwa makubaliano yoyote ya maandishi au ya mdomo. Ikiwa mpangaji alifahamu au la kuhusu tatizo lililopo wakati wa kuhamia kwenye nyumba, ni wajibu wa mmiliki kurekebisha tatizo hilo.

Kwa ufupi, hii inamaanisha kuwa mkataba wa ukodishaji ulioandikwa hauwezi kutumika kumwajibisha mpangaji kwa matengenezo na nyumba zote za ukodishaji lazima zitii Kanuni za Afya na Usalama.

### KANUNI ZINAZOTUMIKA:

- Kanuni ya Afya ya Makazi ya Ukodishaji
- Kanuni ya Usalama wa Moto ya Vermont
- Kanuni za Maji taka/Ugavi wa Maji
- Sheria za Eneo

## WAJIBU WA JUMLA

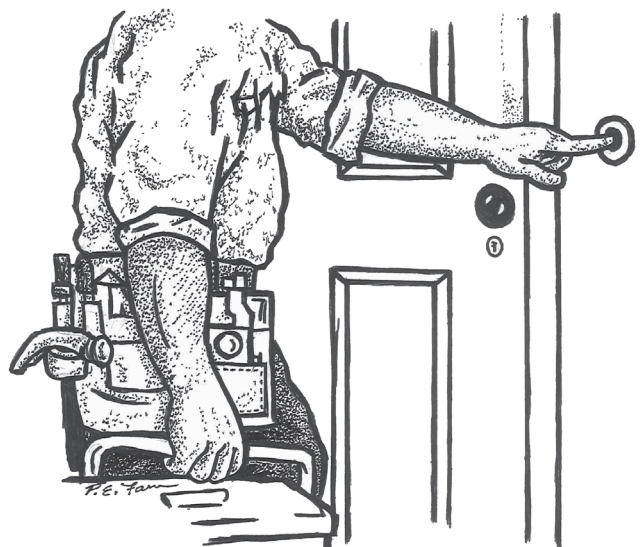
### WAMILIKI

Hakuna mmiliki atakayekodisha kwa mwingine kwa ukaaji katika makao, nyumba ya makao, nyumba yenye wapangaji wengi, kitengo chenye wapangaji wengi, au nyumba inayohamishika ambayo haizingatii masharti ya kanuni hii. Ni wajibu wa mmiliki kudumisha majengo yote kwa kutii kanuni hii.

Mahakama Kuu ya Vermont imegundua kuwa Wapangishaji watakuwa wanakiuka sheria ya Ulinzi wa Mtumiaji ([9 V.S.A., Sura ya 63](#)) ikiwa watakodisha mali inayokiuka kanuni.

### WAPANGAJI

Mpangaji hatasababisha au kuchangia katika kutotii kanuni za nyumba ya makazi kwa vifungu husika vya kanuni za ujenzi, makazi na afya. [V.S.A. 9, 4456\(a\)](#)



# MASHARTI YA UTIIFU

## VIFAA VYA JIKONI:

- Nafasi ya kuhifadhi, kuandaa na kupakua chakula.
- Sinki ya jikoni.
- Sakafu na kaunta zisizofyonza viowevu.

## VIFAA VYA BAFU:

- Msala.
- Sinki.
- Hodhi au bafu la manyunyu.
- Sakafu isiyofyonza kiowevu
- Feni ya uingizaji hewa au dirisha.

## UGAVI WA MAJI/UTUPAJI WA MAJI TAKA:

- Ugavi wa kutosha wa maji moto na baridi.
- Halijoto ya maji moto kati ya 100°F na 120°F.
- Maji safi na salama ya kunywa.
- Mfumo unaofanya kazi vizuri wa tangi la maji machafu au maji taka.
- Mabomba katika hali nzuri ya kufanya kazi.

## HALI ZA TAKATAKA, TAKA NA USAFI:

- Vyombo vinavyodumu na safi vya kuweka taka, bidhaa zinazorejelezwa na mabaki ya vyakula vinavyotolewa na mpangishaji. Vyombo vya kuweka taka na mabaki ya vyakula lazima pia visipitishwe maji na viwe na vifuniko vinavyotoshea vizuri.
- Maeneo ya jumla ya usafishaji yanayotolewa na mpangishaji.
- Ikiwa mpangaji analipia kuondolewa kwa taka, mpangishaji lazima ahakikishe kuwa taka zinaondolewa kila wiki.
- Ikiwa jengo liko Burlington na kuna zaidi ya nyumba moja, mpangishaji lazima alipie kuondolewa kwa taka.

## MFUMO WA KUONGEZA JOTO:

- Vifaa vya mfumo wa kuongeza joto katika hali nzuri ya kufanya kazi na viwe vimekaguliwa ndani ya miaka 2 iliyopita (kitengo lazima kiwe na lebo ya sasa).
- Vifaa vya mfumo wa kuongeza joto vinapitisha hewa vizuri kwenda nje.
- Vifaa vya mfumo wa kuongeza joto vinavyoweza kuweka vyumba vyote vikiwa na halijoto ya zaidi ya 65°F bila kupasha joto kupita kiasi kwenye chumba ambacho kitengo cha mfumo wa kuongeza joto kimo.
- Ikiwa mpangishaji analipia gharama ya mfumo wa kuongeza joto, lazima upatikane wakati wowote wa mwaka halijoto ya nje ikiwa chini ya 55°F.

## UINGIZAJI HEWA WA ASILI NA WA KIMTAMBO:

- Kila chumba kinachoweza kukalika kina angalau dirisha au mlango mmoja, katika hali nzuri ya kufanya kazi ambao unaweza kufunguliwa kwa hewa safi.
- Skrini za dirisha zipo na zimefanyiwa matengenezo yanayofaa.
- Njia zote za ukumbi na ngazi katika maeneo ya jumla zina uingizaji hewa wa kutosha.
- Feni ya bafu, tundu la kutokea hewa, au dirisha linalotoa hewa moja kwa moja hadi nje.
- Kikaushio cha nguo kinachotoa hewa nje.

## TAA NA UMEME:

- Kila chumba kinachoweza kukalika, isipokuwa jikoni, kina angalau soketi mbili au soketi moja na mfumo mmoja wa taa unaofanya kazi.
- Jikoni ina angalau soketi mbili na mfumo mmoja wa taa unaofanya kazi.
- Soketi zilizo karibu na vyanzo vya maji ni vya aina ya GFCI.
- Viingilio vya jengo na maeneo ya jumla yana mwanga wa kutosha.
- Mifumo yote ya umeme imefanyiwa matengenezo inayofaa.
- Kazi ya umeme inafanywa na fundi umeme aliyeidhinishwa.



# WADUDU NA PANYA: JE, NANI ANAYEWAJIBIKIA UANGAMIZAJI HUU?

## MMILIKI ANAWAJIBIKA

- Maeneo ya jumla yasiyo na uvamizi wa wanyama (ikiwa ni pamoja na wadudu).
- Jengo lina muundo bora ili kuzuia wanyama wasiingie.
- Uvamizi katika zaidi ya nyumba moja.

## MPANGAJI ANAWAJIBIKA

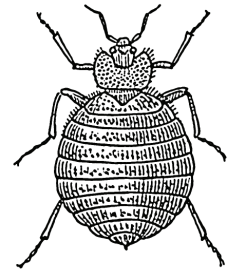
- Uvamizi uko katika nyumba yao pekee.
- Uvamizi katika nyumba moja ya familia (isipokuwa wanyama walikuwepo wakati wa kuhamia).

*Ikiwa mwangamizaji anaweza kubaini asili ya wadudu/panya, mpangaji anaweza kuwajibika kifedha.*

## MAELEZO KUHUSU KUNGUNI

Kunguni ni wadudu wadogo ambao hunyonya damu ya binadamu. Kawaida hujitokeza usiku wakati watu wamelala. Kunguni huuma - lakini hawasambazi magonjwa. Kunguni hukunyonya damu bila maumivu, huku wakidunga kiasi kidogo cha mate katika utaratibu huo, ambayo inaweza kusababisha athari ya mzio mwepesi au mkali. **Kwa sababu hawabebi au kusambaza magonjwa, hawazingatiwi chini ya sheria ya Vermont kama sababu ya kukataa kulipa kodi.**

Kunguni wameongezeka sana tangu kupigwa marufuku kwa viuawadudu hatari kama vile DDT. Hawasababishwi na usafi mbaya au utunzaji mbaya wa nyumba. Wanaweza kutokea kwa mtu yeyote, popote. Hata hivyo, uwepo wao ni ukiukaji wa Kanuni ya Afya ya Makazi ya Kukodisha kama wadudu wengine wowote. Wapangaji wana jukumu la kisheria la kutowaleta katika nyumba ya ukodishaji na pia jukumu la kushiriki katika utaratibu wa kuwaangamiza. Kwa sababu hatua ya kuwaangamiza haitawamaliza kabisa, kuna hatua nyingi zinazohitajika ili kuondoa kunguni kwenye makao ambazo zinahitaji ushirikiano kutoka kwa mpangaji.



## WAJIBU WA MPANGAJI WAKATI WA KUANGAMIZA KUNGUNI

Fuata maagizo yote yanayotolewa na Kampuni ya Uangamizaji iliyopewa kazi hiyo na mpangishaji. Hii itajumuisha shughuli kama vile:

- Kusafisha na kupanga sebule.
- Kupunguza vitu vilivyotapakaa.
- Kuweka kwenye mifuko na kuondoa matandiko na mavazi.
- Kutumia kikaushio cha JOTO kwa dakika 30 kwa vifaa vya kuchezea vya nguo, viatu, makoti, mapazia, mikoba, nk.
- Kutenga mbali vitu safi hadi kunguni waishe.
- Kuzingatia kupata foronya za mito na shuka za kufunika godoro.
- Kusugua mikunjo ya godoro kwa brashi ngumu.
- Kutumia kivuta vumbi kwenye magodoro, fremu za kitanda, samani, sakafu na mazulia - hasa karibu na kitanda na nguzo za samani.
- Kuweka mfuko wa kivuta vumbi kwenye mfuko wa plastiki uliofungwa mara baada ya kuvuta vumbi.
- Kutupa mfuko uliofungwa kwenye chombo cha nje.
- Kusafisha vitani, mapazia, zulia, mazulia na nguo.
- Kuosha na kukausha matandiko na nguo kwenye mazingira yenye joto zaidi.

**Sio lazima utupe samani na magodoro. Zinapaswa kuwekwa dawa kama sehemu ya kazi ya kuangamiza wadudu.**

# KUEPUKA KUPATA NA KUENEZA KUNGUNI

- Kagua mizigo baada ya kwenda safari.
- Osha nguo za mchango kwenye mazingira ya joto zaidi kabla ya kuzivaa.
- Usichukue vitu vilivyotupwa mitaani.
- Kagua samani yoyote iliyotumika au kitu kingine cha ununuzi.
- Funga vitu vilivyoathiriwa kwenye mifuko ya plastiki kabla ya kuvitupa.
- Haribu kabisa vitu vilivyovamiwa ili kuzuia kutumiwa tena.
- Weka lebo kwenye vitu vilivyotupwa inayosema “imevamiwa na kunguni” ili kuzuia kutumiwa tena.

## MBINU BORA KWA WAPANGAJI

- Unaweza kuwajibika kifedha kwa kusababisha shambulio.
- Usichukue samani au nguo za bure zilizoachwa kando ya barabara.
- Ukisafiri, angalia malazi yako unapowasili na uangalie masanduku yako kwa uangalifu kabla ya kurudi.
- Nunua tu vitu vilivyotumika kutoka kwa wafanyabiashara ambao “huzisafisha kwa dawa” kabla ya kuuza.
- Ripoti kunguni wowote au wadudu wengine na panya kwa mmiliki mara moja.
- Ikiwa mmiliki hatashughulikia tatizo hilo, wasiliana na Afisa wa Afya wa Mji wako au Ofisi za Utekelezaji wa Kanuni za Jiji mara moja.

## MBINU BORA KWA WAMILIKI

Wamiliki wana wajibu wa kushughulikia mara moja wanapoarifiwa kuhusu uvamizi wowote, ikiwa ni pamoja na kunguni, na kuhakikisha kwamba taratibu sahihi za kuwaangamiza zinachukuliwa.

- Tumia mbinu jumuishi ya kushughulikia masuala ya wadudu, ikiwa ni pamoja na mbinu za kemikali na zisizo za kemikali kama vile kutumia joto na uondoaji wa vyanzo vya chakula.
- Tumia mtaalamu aliyeidhinishwa wa viuawadudu wa kibiashara. Kunyunyizia peke yako husambaza tu tatizo kwa nyumba zingine.

# VIPENGELE VYA KIMUUNDO

Vipengele vya kimuundo lazima vidumishwe katika hali na nzuri ya kufanya kazi. Vinapaswa kuwa na uwezo wa kuzuia upepo na mvua, kuzuia maji na kuzuia panya.

Mali lazima pia itunzwe ili isiwe na unyevu kupita kiasi au maji yasiyosonga mara kwa mara au kila baada ya muda ambayo yanaweza kusababisha ukuaji unaoonekana wa kuvu.

Ikiwa kuna kuvu, unyevu unaosababisha kuvu hiyo lazima uondolewe na kuvu isafishwe, au vifaa vya ujenzi vyenye unyevu viondolewe.

Sio lazima wala haipendekezwi ufanye upimaji wa kuvu. Hakuna viwango vya jimbo au shirikisho ambavyo vinaweza kutumika kulinganisha matokeo ya kipimo cha kuvu, na kwa hivyo matokeo ya kipimo kama hicho hayawezi kutumika kubainisha kama jengo ni “salama” au “si salama.” Kwa kawaida, kipimo kama hicho hakitoi taarifa yoyote ambayo inaweza kubadilisha hatua za kurekebisha tatizo.

- Msingi
- Ngazi
- Sakafu
- Kuta
- Dari
- Dohani
- Milango
- Madirisha
- Paa

# HUDUMA ZA NYUMBANI

Kanuni ya Afya inawakataza wamiliki kuzima huduma zinazohitajika za nyumbani, “isipokuwa ni uzimaji wa muda unaoweza kuhitajika wakati matengenezo au mabadiliko halisi yanafanywa au wakati wa dharura za muda.”

Hii inatumika kwa huduma muhimu za nyumbani kama vile gesi, umeme na maji. Haitumiki kwa huduma zisizo muhimu.

## USALAMA WA MOTO

Uwekaji wote wa vigunduzi vya moshi na kaboni monoksidi lazima ufuata Kanuni ya Usalama wa Moto na Majengo, iliyowekwa na Kitengo cha Usalama wa Moto.

### WAJIBU WA MMILIKI

- Vigunduzi vya Moshi na Kaboni Monoksidi.
- Vimeunganishwa kwenye mfumo wa umeme, na vina uwezo wa kutumia betri pia, na vinafanya kazi ipasavyo.
- Angalau kigunduzi kimoja cha moshi na kaboni monoksidi (CO) kwenye ghorofa zote na nje ya maeneo ya kulala.
- Kuanzia tarehe 11/1/2015, vyumba vyote vya kulala lazima viwekwe vigunduzi moshi ambavyo vinaendeshwa kwa umeme na betri pia.
- Ikiwa kitengo cha mfumo wa kuongeza joto kiko kwenye sehemu ya chini ya nyumba, basi vigunduzi vya moshi na CO lazima viweke karibu na chini ya ngazi ya sehemu ya chini ya nyumba.
- Vigunduzi vyote vipya vilivyowekwa vya moshi lazima viwe vya aina inayogundua moshi kwa kutumia mwanga.
- Wapangaji wala sio wamiliki wanahitajika kutoa betri za vigunduzi, lakini ni kwa manufaa ya mmiliki wa mali kuhakikisha kuwa vigunduzi vinafanya kazi ipasavyo.

### KWA KUONGEZEA:

- Kizima moto cha sasa kinachotolewa na mmiliki.
- Njia za kutoka, ikiwa ni pamoja na milango na madirisha ya maeneo ya kulala, zinapaswa kuwa za muundo bora na zisizo na kizuizi.
- Angalau dirisha moja katika vyumba vyote vya kulala na vyumba vinavyotumiwa kama maeneo ya kulala lazima iwe na ukubwa wa kutosha kwa ajili ya kutoka.
- Hakuna vifungo vya ndani vinavyotumia ufunguo wa upande wa ndani kwenye milango ya nje.
- Mifumo ya umeme inatii kanuni.
- Matengenezo ya mifumo ya umeme na kuongeza joto inafanywa tu na fundi aliyeidhinishwa.
- Hakuna nyenzo zinazoweza kuwaka au hatari zilizohifadhiwa kwenye kitengo au karibu na vyanzo vya joto.
- Ngazi za jumla lazima ziwe zimekadiriwa uwezo wake wa kuwaka moto na zisitumike kuhifadhi nyenzo zinazoweza kuwaka.



### WAJIBU WA MPANGAJI

- Usiweke samani za nguo kwenye vibaraza.
- Weka chanja ya nyama choma kwa umbali salama kutoka kwa majengo.
- Jaribu na ubadilisha betri katika vigunduzi vya Moshi na CO mara kwa mara.  
Betri zinapaswa kubadilishwa mara mbili kwa mwaka. Kuzibadilisha unaporekebisha saa zako wakati majira yanapobadilika ni njia nzuri ya kukumbuka.
- Kamwe usiwahi kutenganisha kigunduzi cha moshi au CO.
- Usihifadhi nyenzo zinazoweza kuwaka au hatari kwenye nyumba yako.
- Ripoti matatizo yoyote ya umeme yanayoshukiwa mara moja.

# RANGI ZENYE SUMU YA RISASI

## SUMU YA RISASI

Sumu ya risasi ni tatizo kubwa la kiafya lakini linaloweza kuzuilika. Hakuna kiwango salama cha sumu ya risasi mwilini. Simu ya risasi inaweza kumdhuru mtu yeyote, lakini watoto wachanga, watoto wadogo na wanawake wajawazito wako katika hatari kubwa zaidi. Mtoto anayepata sumu ya risasi huwa haonekani au kutenda kama mgonjwa kila wakati, lakini sumu hiyo ya risasi inaweza kusababisha matatizo makubwa ya kiafya. Madhara yanayotokana na sumu risasi huenda yakadumu maisha yote. Kiwango cha juu cha risasi mwilini, au sumu ya risasi, kwa watoto inaweza kuathiri ubongo, figo na mfumo wa neva, kupunguza kasi ya ukuaji na maendeleo, kufanya iwe vigumu kujifunza, kuharibu uwezo wa kusikia na kuzungumza, na kusababisha matatizo ya kitabia. Watu wazima pia wanakabiliwa na athari mbaya za kiafya kutokana na sumu ya risasi. Kwa wanawake wajawazito, risasi inaweza kuongeza hatari ya kuharibika kwa mimba na kusababisha watoto kuzaliwa mapema sana, wakiwa wadogo sana, au wakiwa na matatizo ya kujifunza au kitabia. Kwa watu wazima, sumu ya risasi inaweza kusababisha shinikizo la juu la damu na kusababisha kupungua kwa uwezo wa kuzaa kwa wanaume.

## SUMU YA RISASI KATIKA MAKAZI

Rangi na vumbi lenye sumu ya risasi kutoka kwa rangi ya risasi ni vyanzo vikuu vya sumu ya risasi kwa watoto. Watoto na watu wazima wanaweza kupata sumu ya risasi wakati wa miradi ya ukarabati au wakati wowote rangi yenye risasi inapong'arishwa, kuondolewa au kuchomwa isivyofaa.

Watoto pia wanaweza kupata sumu ikiwa nyuso zilizopakwa rangi hazitunzwi kwa muda mrefu. Rangi hubambuka na kuwa vumbi linalochafua nyumba na udongo. Vumbi au udongo huu hushikamana na vifaa vya kuchezea, mikono na vitu ambavyo watoto kwa kawaida huweka kwenye midomo yao, na kuwafanya wapate sumu ya risasi. Watoto pia wanaweza kupata sumu ya risasi kwa kula, kutafuna au kunyonya vitu vilivyopakwa rangi ya risasi kama vile sehemu za madirisha au fanicha.

# SHERIA YA SUMU YA RISASI YA VERMONT MBINU ZA UKAGUZI, MATENGENEZO NA USAFISHAJI

Sheria ya Sumu ya Risasi ya Vermont ilipitishwa mnamo 1996 na kurekebishwa mara ya mwisho mnamo 2017 (18 VSA Sura 38). Sheria inawahitaji wapangishaji wa majengo na vituo vya zamani vya matunzo ya watoto kuchukua hatua ili kusaidia kuzuia watoto dhidi ya kupata sumu ya risasi - hatu hizi zinaitwa Mbinu za Ukaguzi, Matengenezo na Usafishaji (IRC) (zilizobadilishwa kutoka “Mbinu Muhimu za Matengenezo (EMP)”) kufikia tarehe 1 Oktoba 2022). Ikiwa mali ya makazi ya kukodisha au kituo cha matunzo ya watoto kilijengwa kabla ya mwaka wa 1978, mmiliki wa mali hiyo au kampuni ya usimamizi wa mali hiyo inahitajika kutii Sheria ya Sumu ya Risasi ya Vermont. Ni lazima:

- Wape wapangaji kijitabu kilichoidhinishwa kuhusu uzuiaji wa sumu ya risasi.
- Wachapishe notisi iliyoidhinishwa inayowaomba watu kuripoti rangi iliyobambuka au iliyoharibika. Angalia [sampuli ya notisi](#) kwenye sehemu ya Zana.
- Wakamilishe mbinu za Ukaguzi, Matengenezo na Usafishaji (IRC) kila mwaka, ikiwa ni pamoja na:
  - Kukagua mali sehemu za ndani na nje.
  - Kutambua maeneo ambayo rangi au mipako iko katika hali mbaya (kubambuka au kumenya) na kuhakikisha imerekebishwa mara moja kwa njia salama inayozingatia sumu ya risasi.
  - Kuthibitisha kuwa madirisha yote ya mbao yaliyowekwa kabla ya mwaka wa 1978 yana vifuniko vya sehemu za chini za madirisha.
  - Kuondoa vipande vyovyote vinavyoonekana vya rangi kwenye ardhi nje ya jengo.
  - Kufanya usafishaji maalum katika maeneo ya jumla.
- Wamesaini taarifa ya utiifu inayothibitisha kuwa Mbinu za IRC zimetetelezwa na utoe nakala kwa wapangaji, mtoa huduma ya bima na Idara ya Afya angalau kila baada ya siku 365.

## UTHIBITISHAJI WA IRC

Mbinu za IRC lazima zitekelezwe na mtu ambaye ameidhinishwa na IRC - huyu anaweza kuwa mpangishaji au msimamizi wa mali. Ili kuthibitishwa na IRC, ni lazima mtu huyo ahudhurie mafunzo ya Mbinu za IRC yaliyoidhinishwa na Idara ya Afya na afanye mtihani. Mafunzo ya Mbinu za IRC hufundishwa ana kwa ana na mtandaoni. Mafunzo pamoja na mtihani huchukua muda wa takriban saa tatu. Pata mafunzo na maelezo zaidi kuhusu masharti ya Mbinu za IRC katika <https://healthvermont.gov/IRC>. Unaweza pia kuwasilisha malalamiko kuhusu ukosefu wa utiifu wa sheria ya sumu ya risasi ya Vermont kwenye sehemu ya chini ya ukurasa wa wavuti.

### MASHARTI YA RANGI ZENYE RISASI KWA MAJUMBA YALIYOJENGWA KABLA YA MWAKA WA 1978

Nyumba zote zilizojengwa kabla ya mwaka wa 1978 zinadhaniwa kuwa na rangi ya risasi ndani au juu yake. Uondoaji wa rangi ya risasi, wakati mwingine huitwa “marekebisho” au “upunguzaji,” hauhitajiki kisheria. Badala yake, ni wajibu wa mpangishaji kudhibiti rangi ya risasi na kufanya urekebishaji au ukarabati wowote kwa njia salama.

## SHERIA YA SUMU YA RISASI YA VERMONT UREKEBISHAJI, UKARABATI, KUPAKA RANGI NA MATENGENEZO

Sheria ya Vermont ilisasishwa hivi majuzi ili kujumuisha masharti ya Ukarabati, Urekebishaji na Upakaji Rangi ya EPA. Hiyo inamaanisha ikiwa mpangishaji anafanya kazi ya ukarabati, urekebishaji, kupaka rangi au matengenezo (RRPM) ambayo inaathiri zaidi ya futi moja mraba ya nyuso zilizopakwa rangi kwa kila chumba cha ndani au sehemu ya nje, kazi hiyo inahitaji kufanywa na mtu binafsi na kampuni yenye leseni zinazofaa za RRPM katika Vermont, na lazima wawape wapangaji taarifa kuhusu kazi wanayofanya na hatari za rangi ya risasi.

Iwe ni mpangishaji, msimamizi wa mali, au mwanakandarasi aliyejiririwa na mpangishaji, ni lazima watumie mbinu za kazi zisizosababisha hatari ya sumu ya risasi kwa kuhakikisha vumbi na uchafu wa risasi unashughulikiwa ipasavyo. Hii ni pamoja na kutumia karatasi za plastiki ili kudhibiti maeneo ya kazi, kuweka ishara za onyo zinazowatahadharisha wengine kuhusu hatari zinazoweza kutokea za sumu ya risasi, kusafisha na kulinda eneo la kazi kila siku, kusafisha maeneo yote ya kazi wakati kazi imekamilika ili kusiwe na vumbi, vipande vya rangi au uchafu katika eneo la kazi.

Zaidi ya hayo, sheria ya sumu ya risasi za Vermont inakataza matumizi ya mbinu zisizo salama za kazi ikiwa ni pamoja na kuondoa rangi yenye risasi kwa kuchoma, kutumia bunduki ya joto, kuosha kwa shinikizo, kukwarua, matumizi ya zana za umeme bila kibali na kutumia kemikali kutenganisha rangi na nyuso. Mbinu hizi zisizo salama za kazi huongeza hatari ya kupata sumu ya risasi.

Pata maelezo zaidi kuhusu masharti RRPM ya Vermont kwenye <https://healthvermont.gov/RRPM>

### MANUFAA YA SHERIA YA RANGI YENYE SUMU YA RISASI

#### HUWALINDA WATOTO

Mbinu rahisi zinazoendelea za matengenezo zitazuia watoto dhidi ya kukabiliwa na sumu ya risasi .

#### HUWALINDA WAMILIKI WA MALI

Wamiliki wa mali wanaotii sheria hupokea ulinzi dhidi ya dhima iliyoongezeka.

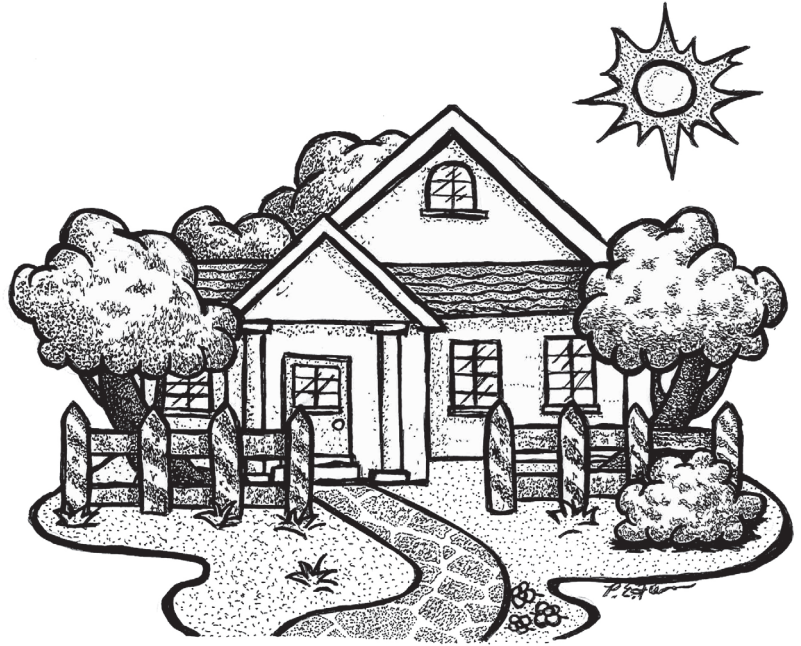
#### HUWALINDA WAFANYAKAZI

Sheria ya sumu ya risasi inakataza matumizi ya mbinu zisizo salama za kazi, hatua ambayo hupunguza uwezekano wa wafanyakazi kukabiliwa na sumu ya risasi.

# KUWEKA MALI KATIKA HALI NZURI

## MATATIZO YANAPOTOKEA: MADOKEZO KWA WAMILIKI

- Shughulikia maombi ya matengenezo mara moja.
- Fanya ukaguzi wa mara kwa mara wa nyumba au jengo.
- Tii maombi yote ya ukarabati au amri zinazotolewa na afisa wa jimbo au eneo.
- Uharibifu wa kimakusudi unaweza kuzingatiwa kama uharabu katika hali zingine.
- Wakaguzi wa Afya na Usalama wa Moto wanapatikana kwa wamiliki pia.



## IKIWA MPANGAJI ANAWAJIBIKA KWA KULIPIA HUDUMA MUHIMU ZA NYUMBANI NA HAZITOLEWI.

Iwapo makubaliano ya kukodisha yanamtaka mpangaji kulipia huduma zozote muhimu za nyumbani (JOTO, UMEME, MAJI, UTUPAJI WA MAJI TAKA) na zimezimwa kwa kutolipa, chaguo zako ni pamoja na:

- Wapangaji wamekiuka Kanuni ya Afya na/au Usalama wa Moto. Wakaguzi wa Utekelezaji wa Kanuni, Maofisa wa Afya wa Mji na Wakaguzi wa Usalama wa Afya wanaweza kukusaidia pia!
- Wapangaji wamekiuka makubaliano ya kukodisha. Unaweza kuwapa notisi ya kuondoka kama inavyohitajika na sheria.
- Unaweza kuomba bili itumwe kwa jina lako ili kuepuka ukaribifu (hii ni chaguo, HAIHITAJIKI na sheria).
- Ikiwa wapangaji wamesababisha mfumo wa kuongeza joto kuzimwa katika miezi ya msimu wa baridi na kuna hatari inayowezekana kwa mali yako kutokana na kupasuka kwa mabomba, **UNAWEZA** na sababu ya kisheria ya kuzima mfumo wa maji na kutoa maji kwenye mabomba. **Tafuta ushauri wa kisheria kila mara kabla ya kuchukua hatua hii kwani kuzima huduma muhimu kwa ujumla ni marufuku.**

## MATATIZO YANAPOTOKEA: SULUHU ZA KISHERIA KWA MKODISHAJI

### KUTUMIA SHERIA YA “KUFANYA MATENGENEZO NA KUKATA KUTOKA KWA KODI” KWA MATENGENEZO MADOGO

- Ikiwa matengenezo hayatafanywa baada ya ombi la kwanza, tuma ombi lililoandikwa. **Ni muhimu kuwa na kumbukumbu.**
- Zingatia kutumia sheria ya Vermont ya "Kufanya Matengenezo na Kukata kutoka kwa Kodi"\* kwa matengenezo madogo.
  - Sheria ya kufanya matengenezo na kukata kutoka kwa kodi inahitaji kwamba mpangaji aandike ombi la matengenezo na atoe siku 30 kwa mmiliki ili kufanya matengenezo. Kuna [barua ya kawaida](#) kwa kusudi hili katika sehemu ya “Zana” ya Mwongozo huu.
  - Matengenezo yanayoombwa lazima yawe kitu kinachohitajika ili kutii kanuni za ujenzi, makazi au afya, au “kipengele muhimu cha makubaliano ya kukodisha.”
  - Baada ya siku 30, mpangaji anaweza kuleta fundi afanye matengenezo au afanye mwenyewe na kukata gharama kutoka kwa kodi ya mwezi unaofuata. Wapangaji hawaruhusiwi kukata zaidi ya nusu ya kodi ya mwezi mmoja.
  - Nakala za risiti lazima zitolewe kwa mmiliki.
  - Wapangaji HAWAPASWI wao wenyewe kufanya matengenezo yanayohitaji fundi aliyeidhinishwa, kama vile mifumo ya umeme, kuongeza joto au mabomba.
  - Vibali vinaweza kuhitajika.
- Sheria ya kufanya matengenezo na kukata kutoka kwa kodi pia inaweza kutumika kumfanya mmiliki atii masharti ya mkataba ulioandikwa wa ukodishaji. Kwa mfano, ikiwa mkataba wa ukodishaji unasema kuwa huduma kama vile kuondoa taka, kulima au maegesho zimejumuishwa, lakini hazitolewi, mpangaji anaweza kufanya mipango yake mwenyewe, ikiwa ni pamoja na kulipia maegesho nje ya eneo.

*\*Ikiwa hitaji la matengenezo ni la dharura, kama vile ukosefu wa joto wakati wa msimu wa baridi, au ikiwa matengenezo ni ghali sana, ni bora kutumia chaguo moja au zaidi zilizo rodheshwa hapa chini badala ya kutumia sheria ya kufanya matengenezo na kukata kutoka kwa kodi.*

### MATENGENEZO KWA AJILI YA AFYA NA USALAMA

- Mpigie [Afsa wa Afya wa Mji](#) au Mkaguzi wa Kanuni wa Manispaa ili kuomba ukaguzi wa Kanuni ya Afya ya Makazi ya Ukodishaji. Kaguzi hizi hufanywa bila malipo. Mkaguzi wako ana mamlaka ya kuhitaji Ukiukaji wowote wa Kanuni urekebishwe.
- Nenda kwenye [tovuti ya Kitengo cha Usalama wa Moto cha VT](#) ili kuwasilisha malalamiko ya matatizo ya usalama wa moto, umeme, mabomba.
- Maelezo ya mawasiliano yanapatikana katika sehemu ya nyenzo ya mwongozo huu.

### KUKATAA KULIPA KODI HADI MATENGENEZO YAFANYWE\*

Sheria ya Vermont inaruhuru kukataa kulipa kodi hadi matengenezo yafanywe kwa sababu **moja** pekee— ukiukaji mkali wa kanuni ya afya na usalama wa maisha unaoathiri **afya na usalama muhimu** wa mkodishaji na ikiwa **tu** mkodishaji amechukua hatua zifuatazo:

- Mpangaji lazima ampe mpangishaji noti iliyoandikwa ya tatizo hilo. Inapendekezwa kutuma noti hii kwa barua iliyoidhinishwa.
- Mpangishaji kisha anaruhusiwa muda wa kutosha wa kurekebisha tatizo.
- Muda ambao mpangishaji anapewa ili kufanya marekebisho hutegemea aina ya tatizo. (Sio siku 30 kila wakati.) [9 V.S.A. Sura ya 137, §4458](#)

**\*Kukataa kulipa kodi ni hatua kubwa na haipaswi kuchukuliwa hadi upate ushauri kutoka kwa mwanasheria au wakili mtaalamu wa upangaji mtaalamu. Vermont Tenants huzungumza na watu wengi kila mwaka ambao hawakufuata utaratibu unaofaa na hivyo kufukuzwa kwa sababu hiyo. Ni muhimu kwamba mpangaji awe na pesa za kutosha endapo mpangishaji atianza utaratibu wa kumfukuza. (Angalia [“Kesi za Kulipa Kodi kwa Mahakama Badala ya Mpangishaji”](#))**

#### Mkodishaji anaweza pia:

- Kuvunja mkataba wa ukodishaji kwa kutoa noti inayofaa.
- Kutafuta amri ya kisheria (kupata amri ya mahakama).
- Kufungua mashtaka ya kiraia dhidi ya mpangishaji.

## IWAPO MMILIKI ANAWAJIBIKA KULIPIA MAJI NA BILI HAILIPWI:

- Anza kwa kuwasiliana na [Afisa wa Afya wa Mji](#).
- Ikiwa mmiliki hatafuata maelekezo ya afisa au ikiwa utashindwa kuomba ukaguzi ufanywe, bado una chaguo kadhaa.
- Sheria ilipitishwa mnamo mwaka wa 2015 iliyowapa wapangaji chaguo la kuomba bili ya maji itumwe kwa jina lao ikiwa mmiliki atashindwa kulipa bili na huduma hiyo ikatwe. Inasema hivi:

*Mkodishaji wa makazi ya kukodisha iliyekatiwa huduma kwa sababu ya ukosaji wa mlipa gharama atakuwa na haki ya kuomba na kulipia huduma inayoendelea kutoka kwa huduma au kuunganishwa tena na huduma ya maji na maji taka kwa makazi ya kukodisha, ambayo shirika la huduma litatoa. Iwapo ada au tozo zozote za maji na maji taka zimejumuishwa katika kodi ya mpangaji, mpangaji anaweza kukata gharama ya malipo yoyote ya huduma ya maji na maji taka au ada zinazolipwa kwa manisipaa kutoka kwa kodi yake kwa mujibu wa 9 V.S.A. § 4459. (Kufanya Matengenezo na Kukata Kutoka kwa Kodi) Chini ya hali kama hizi, shirika halitamhitaji mpangaji alipie deni lolote linalozidi mzunguko mmoja wa bili.*

[24 V.S.A. § 5143\(c\)](#)

\*Hii inamaanisha kuwa mpangaji anaweza kuchukua jukumu la kulipia maji, ikiwa malipo ya maji yalijumuishwa kwenye kodi. Kisha anaweza kukata gharama kutoka kwa malipo yake ya kila mwezi ya kodi. Shirika la huduma haliwezi kutoza mpangaji kwa zaidi ya mzunguko mmoja wa bili kwa malipo yaliyochelewa ya bili.

## IKIWA MMILIKI ANAWAJIBIKA KULIPIA HUDUMA MUHIMU (JOTO, UMEME, MAJI, UTUPAJI WA MAJI TAKA) NA HUDUMA HIZI HAZITOLEWI:

- Anza kwa kuwasiliana na Mkaguzi wa Kanuni au Ofisi ya Afya ya Mji wako.
- Ikiwa mmiliki hatafuata maelekezo ya mkaguzi au ikiwa utashindwa kuomba ukaguzi ufanywe, huenda ikawa rahisi kwa wakodishaji kuomba Amri ya Usaidizi wa Dharura mahususi kwa huduma muhimu mahakamani. Wasiliana na [Vermont Tenants](#) au mwanasheria katika hali kama hii.
- Hii ndiyo chaguo bora zaidi katika hali ambapo zaidi ya nyumba moja hutumia huduma na hakuna mita tofauti.

**\* SULUHU ZILIZO HAPO JUU ZA WAPANGAJI HAZIPATIKANI KWA WAPANGAJI IKIWA TATIZO LILISABABISHWA KWA MAKUSUDI AU KWA UTELEKEZAJI WA WAKAAJI AU WAGENI WAO.**



# SEHEMU YA 5: MATATIZO YA KAWAIDA

## MASUALA KATI YA MAJIRANI



Matatizo kati ya majirani yanaweza kuwa changamoto kwa wahusika wote. Wapangaji mara nyingi wanaweza kuhisi kama mmiliki hafanyi chochote kuhusu tatizo hilo na wamiliki wanaweza kujipata wakipokea simu zisizoisha za malalamiko. Kwa kweli, mmiliki hawajibiki kila wakati majirani wanapozozana na huenda asiwe na uwezo wa kutatua kila tatizo.

Ingawa wapangaji wana haki ya “Kufurahia Nyumba kwa Amani” kuna tofauti kubwa kati ya wapangaji wawili wasioelewana na “unyanyasaji.” Unyanyasaji huelekezwa kwa upande mmoja.

Wakati wa kipindi cha mkataba wa ukodishaji, chaguo pekee ambalo mmiliki anaweza kutumia ni kusimamisha upangaji wa mpangaji mmoja au wote wawili wanaozozana, hatua ambayo inaweza kuchukuliwa tu ikiwa mmiliki atashinda kesi ya kufukuzwa ya “Kwa Sababu”. Hii si rahisi kila wakati na hatimaye hakimu ataamua. Hata hivyo, ikiwa wapangaji hawana mkataba wa ukodishaji uliokwekwa kwa kipindi fulani (kwa mfano, kuna mkataba wa kila mwezi au kulikuwa na mkataba wa awali wa ukodishaji wa mwaka ambao uliisha muda wake na haukusasishwa), wapangishaji wengi wanaweza kufanya tu ufukuzaji bila sababu au kwa kutosasishwa ([angalia ukurasa wa 39](#) kwa maelezo).

### MIFANO YA UKIUKAJI WA HAKI YA MPANGAJI YA KUFURAHIA KWA AMANI:

- Kelele nyingi kupita kiasi nyakati fulani zinazotajwa na mji wako kama “saa za kutofanya kelele.”
- Unyanyasaji akiwa katika maeneo ya jumla.
- Vurugu au vitisho kwako au wageni wako.
- Uharibifu wa vitu vyako.

### MADOKAZO KWA WAMILIKI:

- Uliza watu wanaomfahamu!
- Kupata wapangaji ambao wanaweza kuelewana kunaweza kusaidia kuzuia tatizo hili.
- Washirikishe wapangaji wa sasa katika kutafuta wapya. Wape fursa ya kukutana na watu wanaotarajiwa kukaa nao.

### MADOKAZO KWA WAPANGAJI

- Kelele za kawaida na za kila siku sio ukiukaji wa haki zako.
- Jaribu kutatua matatizo kabla ya kumhusisha mmiliki. Sio lazima umhusishe mpangishaji kwenye tatizo la “kutoelewana na” jirani yako.
- Usivutane na majirani wanaokunyanyasa.
- Ikiwa “unawanyanyasa pia” au unapigana nao, unaweza pia kuwa unakiuka makubaliano yako ya kukodisha.
- Ripoti ukiukaji ulioorodheshwa hapa chini kwa mmiliki kwa maandishi.
- Wakati inapofaa, ripoti ukiukaji *mkali* kwa Polisi. Mtumie mmiliki nakala ya ripoti ya Polisi.
- Kuwa na subra. Mmiliki hawezi tu kumfukuza jirani aliyekosea. Hatua ya kufukuza huchukua muda.
- Wasiliana na [Vermont Tenants](#) kwa usaidizi.

## UTUNZAJI WA NYASI NA UONDOAJI WA THELUJI



- Wamiliki hawatakiwi kufanya kazi ya utunzaji wa nyasi au kuondoa theluji isipokuwa iwe imejumuishwa katika masharti ya makubaliano ya kukodisha.
- Wakati kazi ya kuondoa theluji imejumuishwa, kwa ujumla inamaanisha kuondoa theluji kwenye maeneo ya maegesho na njia za kuendesha gari, sio kuiondoa katika kila mlango. Zungumza na mmiliki ili akufafanulie kile atakachofanya na hatafanya.
- Ikiwa kazi ya utunzaji wa nyasi haijajumuishwa katika makubaliano ya kukodisha kwa ujumla ni jukumu la mpangaji.
- Iwapo mali itaachwa ovyo kiasi kwamba inakuwa hatari kwa afya ya umma, Mkaguzi wa Kanuni au Afisa wa Afya wa Mji anaweza kumtaka mmiliki aisafishe. Katika tukio hili, ikiwa kazi ya utunzaji wa nyasi ilikuwa jukumu la mpangaji, mmiliki anaweza kumtoa mpangaji kwa gharama zilizotumika.

## MAEGESHO

- Wamiliki hawatakiwi kutoa maegesho isipokuwa ikiwa imejumuishwa katika masharti ya makubaliano ya kukodisha.
- Ni halali kwa wamiliki kuwatoza wapangaji kwa nafasi ya kuegesha, isipokuwa kama imeainishwa kama “Maegesho ya Walemavu.”
- Ikiwa maegesho yamejumuishwa katika mkataba ulioandikwa wa ukodishaji na hayatolewi, wapangaji wanaweza kutumia sheria ya “[Kufanya Matengenezo na Kukata Kutoka kwa Kodi](#)” ili kumfanya mpangishaji atii mkataba wa ukodishaji.



## DISHI ZA SETILAITI NA ANTENA ZA RUNINGA

Ingawa huduma hizi hazishughulikiwi katika sheria za mpangaji na mpangishaji ya Vermont, zinashughulikiwa na kanuni za FCC.

[Hati ya ukweli inayotolewa na FCC](#) kuhusu uwekaji wa antena na dishi za setilaiti inaweza kupatikana kwenye sehemu ya “Zana” ya Mwongozo huu.



# KULIPISHWA BILI YA HUDUMA ZINAZOTUMIWA

Kulipia Huduma ya Nyumbani Inayotumiwa na Watu Wengine Pia ni maneno yanayotumiwa kuelezea hali ambapo mpangaji analipia huduma ya nyumbani nje ya nyumba yake. Hii inajumuisha maeneo ya jumla, nyumba zingine, au maeneo yanayotumiwa na mmiliki pekee kama vile majengo ya nje au makazi au biashara yake mwenyewe. Ikiwa mpangaji anafikiri kuwa huenda analipia huduma za nyumbani ambazo hatumii, anapaswa kuanza kwa kuzungumza na mmiliki. Ikiwa tatizo halitaweza kutatuliwa, anaweza kutumia chaguo hizi:

## CHAGUO ZINAZOPATIKANA KWA WAPANGAJI

- Mafundi wengi walioidhinishwa wa Umeme hawataweka mfumo kama huo wa kuunganisha waya. Iwapo unafikiri kazi ya umeme imefanywa na mtu asiyeidhinishwa, wasiliana na Idara ya Usalama wa Umma ya Vermont, [Kitengo cha Usalama wa Moto](#) ili kazi hiyo ikaguliwe kwa usalama na utiifu wa kanuni za umeme. Pata nakala ya ripoti ya ukaguzi huo.
- Manispaa zilizo na Ofisi zao za Utekelezaji wa Kanuni pia zinaweza kutekeleza baadhi ya kanuni za usalama wa moto.
- Iwapo ukaguzi utaonyesha kuwa unalipia huduma zilizo katika maeneo nje ya nyumba yako, unapaswa kukadiria malipo yako na utume bili kwa mmiliki.
- Ikiwa hali hii haiwezi kutatuliwa, unaweza kufungua mashtaka katika mahakama ya madai madogo.
- Ikiwa unashuku unalipia huduma katika maeneo ambayo hayapo katika nyumba yako, lakini hakuna ukiukaji wa kanuni ya umeme au usalama wa moto, ambao unahitaji ukaguzi rasmi, unaweza kuajiri fundi umeme wako mwenyewe na uweke kumbukumbu ya kazi unayolipia na utumie kumbukumbu hizi katika mahakama ya madai madogo.

## MADOKAZO KWA WAMILIKI

- Huduma za nyumbani katika kila nyumba zinapaswa kuwekewa mita tofauti. Maeneo ya jumla yanapaswa kuwa na mita zake na ulipishwe bili zake.
- Ikiwa haiwezekani kuweka mita binafsi, huduma hiyo inapaswa kujumuishwa kwenye kodi.
- Ni kinyume na sheria kwa mmiliki “kuuza tena” huduma inayodhibitiwa ya umma kwa wapangaji wake. Huduma zinazodhibitiwa ni pamoja na maji, umeme, na gesi asilia ya bomba.

## VIFAA VYA NYUMBANI

- Wamiliki hawatakiwi kutoa vifaa kama vile jiko na jokofu.
- Ikiwa vifaa vinatolewa, mmiliki ana wajibu wa kuviweka katika hali nzuri ya kufanya kazi.
- Mmiliki anaweza kuepuka jukumu la kutunza vifaa kwa kuweka kifungu katika mkataba wa ukodishaji kinachosema kwamba hatoi uwakilishi wowote kuhusu hali ya vifaa, na kinachosema wazi kwamba mpangaji anawajibika kwa matengezo yote ya vifaa.
- Ikiwa mmiliki hatarekebisha kifaa kilichoharibika ambacho anawajibika, mpangaji anaweza kukirekebisha na akate gharama kutoka kwa kodi. Angalia “[Kufanya Matengenezo na Kukata Kutoka kwa Kodi](#)”, kwa njia inayofaa ya kufanya hivi.

# SEHEMU YA 6: KUHAMA

## KUVUNJA MKATABA WA UKODISHAJI

Mkataba wa ukodishaji ni mkataba unashurutisha kisheria. Adhabu za kifedha kwa mpangaji kwa kuvunja mkataba wa ukodishaji zinaweza kuwa kubwa.

Sheria ya Vermont inamruhusu mmiliki kumwajibisha mpangaji kulipia gharama za mkataba wa ukodishaji hadi nyumba itakapokodishwa tena. Pia inaruhusu mmiliki kumtoza mpangaji kwa gharama zinazofaa zinazohusika katika kukodisha tena.

### SABABU ZA KISHERIA ZA KUVUNJA MKATABA WA UKODISHAJI

- Ukiukaji Mbaya wa Kanuni ya Afya au Usalama wa Maisha ambao unaweka katika hatari afya au usalama wa wakaaji lakini **LAKINI BAADA TU YA:**
  - Mpangaji ametuma noti iliyoandikwa ya tatizo kwa mmiliki.  
NA
  - Mmiliki ameruhusiwa kipindi “kinachofaa” ili kurekebisha tatizo.
  - Ikiwa tatizo halitatatuliwa, mpangaji bado lazima atoe “notisi inayofaa” ya kuhama.
- Mpangaji akiitwa kwa kazi ya kutumikia Jeshi.
- Kama sehemu ya ombi la Marekebisho Yanayofaa la mpangaji aliye na ulemavu.
- Kama sehemu ya ulinzi unaotolewa kwa waathiriwa wa dhuluma za kinyumbani, unyanyasaji wa kingono na unyatiaji chini ya sheria ya ubaguzi wa makazi ya Vermont.

### WAPANGAJI WANAOFIKIRIA KUVUNJA MKATABA WA UKODISHAJI WANAPASWA KUPATA USHAURI WA KISHERIA KABLA YA KUFANYA HIVYO!

### MADOKAZO KWA WAMILIKI

- Tumia mkataba ulioandikwa kwa ukodishaji.
- Fahamu kwamba mpangaji anaweza kuondoka wakati wowote, lakini ikiwa una mkataba wa ukodishaji wa muda mrefu mpangaji anaweza kuwajibika kifedha kwa muda uliosalia wa mkataba wa ukodishaji.
- Ikiwa mpangaji atahama mapema, mpangishaji ana wajibu wa kisheria wa kujaribu kukodisha tena nyumba.



# MASHARTI YA NOTISI YA WAPANGAJI WANA OHAMA

- **Sheria sio notisi ya siku 30, ni:**
  - Notisi iliyoandikwa isiyopungua Kipindi Kimoja Kamili cha Kukodisha.
  - Iwapo kodi inalipwa tarehe moja, notisi inapaswa kutolewa kufikia siku ya mwisho ya mwezi ili kuhama kufikia siku ya mwisho ya mwezi wa notisi.
  - Mfano: Unatoa notisi mnamo au kabla ya tarehe 30 Juni, muda wa notisi yako ni mwezi wa Julai. Utahama usiku wa manane tarehe 31 Julai.
- Notisi iliyo hapo juu inatumika isipokuwa kama imeandikwa vinginevyo katika mkataba wa ukodishaji. Ikiwa mkataba wa ukodishaji unasema siku 30, unapaswa kutoa notisi kama hiyo, na notisi ya kuhama katikati ya mwezi inaruhusiwa. Ikiwa mkataba wa ukodishaji unahitaji muda mrefu wa notisi, lazima utoe notisi kwa muda uliotajwa ndani yake. Hii hutumika hata kama muda wa mkataba wa ukodishaji umeisha.
- Sheria za Jiji la Burlington zinahitaji mpangaji anayekusudia kuhama kutoa notisi ya Vipindi VIWILI Kamili vya Kukodisha, isipokuwa kama imeelezwa vinginevyo katika mkataba wa ukodishaji.
- Wamiliki wanaweza kukata kutoka kwa amana ya dhamana kwa notisi isiyotosha ikiwa watapoteza mapato ya kukodisha.

## MADOKEZO KWA WAMILIKI:

- Ikiwa mpangaji atakupa notisi ya mdomo kwamba anahama, omba aiweke katika maandishi.
- Ikiwa mpangaji anahama kabla ya mwisho wa muda wa mkataba wa ukodishaji, hakikisha kuwa umejaribu kukodisha tena nyumba.
- Muda wa kurejesha amana ya dhamana huanza kufanya kazi kuanzia tarehe ambayo mpangaji atahama, na sio mwisho wa mkataba wa ukodishaji au kipindi cha notisi.

## MADOKEZO KWA WAPANGAJI

- Tumia sampuli ya [Notisi ya Kuhama](#) inayotolewa katika sehemu ya “Zana” katika Mwongozo huu.
- Toa notisi yenye muda wa kutosha iwezekanavyo zaidi ya masharti ya kisheria.

# MATARAJIO YA HALI WAKATI WA KUHAMA

Inapendekezwa sana kwa wapangaji kuacha nyumba katika hali waliyoipata. Uchakavu wa kawaida unapaswa kutarajiwa na gharama zake hazipaswi kukatwa kutoka kwa amana ya dhamana. Matengenezo ya kawaida yanayofanywa wakati wa kukodisha tena yanapaswa kuwa jukumu la mmiliki, sio mpangaji.

## MADOKEZO KWA WAMILIKI:

- Piga picha za uharibifu wowote.
- Kagua hali ya nyumba kwa kutumia [orodha hakikishi iliyoandikwa](#) (inapaswa kuwa fomu sawa na iliyotumiwa wakati kwa kuhamia).
- Haihitajiki kwamba mpangaji awepe kwa ukaguzi wa kuhama.

## MADOKEZO KWA WAPANGAJI

- Mwambie mmiliki akague hali ya nyumba pamoja nawe wiki 2 hadi 3 kabla ya kuhama. Mwambie akueleze matengenezo yoyote anayohisi ni jukumu lako.
- Ikiwa huna uhakika kama matengezo ni jukumu lako au la, pigia simu [Vermont Tenants](#) kwa usaidizi.
- Piga picha baada ya kuondoa vitu vyako na kusafisha nyumba.
- Unawajibika kwa uharibifu unaosababishwa na wageni au ajali.

# MAREJESHO YA AMANA YA DHAMANA NA MIGOGORO

Mara nyingi mizozo ya amana husuluhishwa katika Mahakama ya Madai Ndogo.\* Ni vyema kwa wahusika wote kuwa na hati wazi ya hali ya nyumba wakati wa kuhamia ili kuepuka hatua ya mahakama au kama ushahidi ikiwa mashtaka yatahitajika ili kusuluhisha kutokubaliana.

\*Katika Burlington, Bodi ya Ukaguzi wa Makazi inaweza kutumika badala ya Mahakama ya Madai Ndogo.

## MAREJESHO YA AMANA

- Chini ya sheria ya Vermont, ni lazima wamiliki warejeshe amana, ikijumuisha kutoa rekodi ya makato yoyote, ndani ya siku 14 baada ya siku ambayo mpangaji atawajulisha kuwa amehama au inapogundulika kuwa amehama.
- Siku 14 huanza siku moja baada ya mpangaji kuhamia nyumba, bila kujali tarehe iliyowekwa katika notisi.
- Amana lazima ziwekwe alama ya posta ndani ya siku 14, si lazima zimfikie mpangaji kwa wakati huo.
- Ikiwa mmiliki hajui anwani mpya ya mpangaji, amana inapaswa kutumwa kwa anwani ya mwisho inayojulikana (nyumba ambayo ambacho mpangaji amehama hivi majuzi).

## MIGOGORO YA AMANA

- Ikiwa mmiliki atashindwa kurejesha amana kwa mpangaji katika muda unaohitajika, atapoteza haki yake ya kukata gharama kutoka kwa amana hiyo na atapaswa kurejesha amana kamili. Hii haimaanishi kuwa mpangaji bado havezi kuwajibika kwa pesa zozote zinazodaiwa kwa uharibifu, huduma za nyumbani au kodi isiyolipwa. Mmiliki anaweza kufungua kesi katika Mahakama ya Madai Madogo.
- Wamiliki wanaweza kutoza pesa zinazodaiwa na uharibifu zaidi ya kiasi cha amana.
- Ikiwa mmiliki atazuia amana kwa makusudi anaweza kuwajibika kurejesha kiasi cha amana mara mbili kulingana na mahakama ya Madai Madogo au na Bodi ya Ukaguzi ya Makazi. Ni jukumu la mpangaji kuthibitisha umakusudi.

## VITU VILIVYOACHWA NYUMA BAADA YA KUHAMIA

Hii inatumika **tu** kwa vitu vilivyoachwa nyuma katika nyumba ya kukodisha baada ya;

- Mpangaji kutoa notisi kwa mmiliki kwamba wapangaji wamehama, au
- Baada ya mpangaji kuhamia mwishoni mwa muda wa mkataba wa ukodishaji.

[9 V.S.A. §4462\(d\)](#): *Vitu vyovyote vya binafsi vilivyobaki katika nyumba ya makazi au jengo lililokodishwa baada ya mpangaji kuhamia vinaweza kutupwa na mpangishaji bila notisi au dhima kwa mpangaji au mmiliki wa vitu hivyo vya binafsi.*

\*Kwa vitu vilivyoachwa nyuma baada ya kufukuzwa rejelea ukurasa wa [46](#)

\*Kwa vitu vilivyoachwa nyuma wakati nyumba imeachanishwa rejelea ukurasa wa [47](#)



# WATU WANAOMFAHAMU

Hakuna sheria za mpangishaji na mpangaji zinazoshughulikia kile ambacho mpangishaji anaweza au hawezi kusema anapooombwa kutoa marejeleo kuhusu watu wanaomfahamu mpangaji. Watu wanafahamu mtu wanaweza kushughulikiwa na sheria za kashfa (zilizoandikwa) na kashfa (za maneno) ikiwa taarifa iliyotolewa si ya kweli. Sheria hizi mbili pia zinaweza kutumika kwa maoni yanayotolewa na wapangaji kuhusu wamiliki.

## WAKODISHAJI: IKIWA UNADHANI MPANGISHAJI WA AWALI ANAWEZA KUTOA MAONI YASIOFAA KUKUHUSU:

- Huenda ukaamua kumwacha mpangishaji huyo nje ya orodha. Hata hivyo, ukimwacha mpangishaji na kisha wakala wa nyumba au mwenye nyumba yenye ruzuku agundue kuhusu mpangishaji huyo, unaweza kunyimwa nyumba kwa msingi wa ulaghai au kukosa kutoa taarifa kamili kuhusu ombi lako la makazi.
- Jaribu kuzungumza na mpangishaji wako wa awali. Mwombe akupe maoni ya kukufahamu rahisi yanayoangazia ulichofanya vyema, kama vile kulipa kodi kwa wakati.
- Mwonyeshe kuwa hali zimebadilika, kwa mfano:
  - Hukulipa kodi kwa kipindi fulani cha muda kwa sababu ya hali mbaya ya nyumba.
  - Kusanya picha, ripoti za bodi ya afya, au taarifa kutoka kwa watu walioona hali ya nyumba hiyo.
  - Tatizo la kiafya au la kifedha ambalo lilikufanya uchelewe kulipa kodi yako ambalo kwa sasa limetatuliwa.
  - Usumbufu katika nyumba yako ulitokea kwa sababu ya dhuluma iliyofanywa dhidi yako. Kusanya taarifa za washauri waliojua kuhusu hali yako, ripoti za polisi, au amri za kuzuia.
  - Umepata nyumba mpya ambayo inaruhusu mnyama kipenzi ambaye alifanya ukiuke kanuni ya kutoruhusu mnyama kipenzi.
  - Sasa unapokea huduma za kijamii ambazo zitakuwezesha kutii mkataba wako wa ukodishaji.
- Fikia njia nyingi za kufanya hivi: je, nani mwingine anaweza kutoa maoni ya kukufahamu? Zingatia maoni ya watu wa karibu, waajiri, walimu, majirani, wasimamizi wa kesi, na viongozi wa kidini.
- Kuna njia zingine za kuthibitisha uwajibikaji wa kifedha. Kuwa na akaunti ya kuweka na kutoa pesa na ya akiba kunaonyesha kuwa unaweza kudhibiti pesa zako au kuwa na mdhamini kunaweza kusaidia uamuzi wa mpangishaji kuhusu nani wa kukodisha.

## MADOKEZO KWA WAMILIKI:

- Kuwa mkweli.
- Tumia taarifa zinazoweza kuthibitishwa na uepuke maoni ya binafsi.

## MADOKEZO KWA WAPANGAJI

- Maoni mabaya ya kufahamu mtu itafanya iwe vigumu kupata nyumba mpya.
- Kuwa mpangaji anayewajibika – lipa kodi kwa wakati, fuata masharti ya kukodisha, na utunze mali.
- Ikiwa una sababu ya kuamini maoni ya kukufahamu hayatakuwa mazuri, kuwa mkweli kwa mpangishaji unayetaka kukodisha kutoka. Kila wakati ni bora kujieleza mapema kuliko kushangazwa wanapompigia simu mmiliki wa ukodishaji wako wa sasa.



# SEHEMU YA 7: USIMAMISHAJI WA UPANGAJI NA MMILIKI

## USIMAMISHAJI WA UKODISHAJI KWA KUTOLIPA KODI

Notisi ambayo mmiliki anatoa kwa mpangaji ili kusimamisha upangaji wa mpangaji kwa kutolipa kodi lazima itimize masharti fulani chini ya sheria ya Vermont. Notisi hiyo lazima:

- Iwe imeandikwa na iwasilishwe kwa mkono au kwa barua kwa mpangaji (barua pepe, SMS, na jumbe za Facebook hazizingatii sheria).
- Ipokelewe na mkodishaji.
- Impe mpangaji angalau siku 14 za kulipa kodi (bila kujumuisha siku ambayo notisi ilitolewa).
- Ijumuishe kiasi mahususi cha deni inayodaiwa ya kodi (usijumuishe ada za kuchelewa, huduma za nyumbani ambazo hazijalipwa wala amana ya dhamana ambayo haijalipwa).
- Itoe tarehe ya mwisho ya kuhama.
- Imwambie mpangaji ikiwa atalipa kodi ndani ya siku 14, notisi hiyo itaondolewa.

*Ikiwa notisi ya kusimamisha upangaji haizingatii masharti haya, kesi ya mahakama inaweza kutupiliwa mbali.*

### MADOKEZO KWA WAPANGAJI

- Iwapo unajua huenda usiweze kulipa kodi, zungumza na mpangishaji kabla ya muda wa kulipa kufika.
- Jitahidi kulipa kiasi kingi zaidi uwezavyo siku ya kwanza na umpe mmiliki tarehe madhubuti katika mwezi utakapolipa salio.
- **Usimtoroke mmiliki!** Utafanya tu hali hiyo kuwa mbaya zaidi.
- Ukipokea notisi, wasiliana na ofisi ya Shirika la Usaidizi wa Jamii iliyo karibu nawe na uulize kama kuna mipango katika eneo lako inayosaidia kwa madeni ya kodi.
- Ikiwa ulikuwa umeacha kulipa kodi kwa sababu ya matatizo ya nyumba, lazima uwe umechukua hatua sahihi (angalia [Kukataa Kulipa Kodi](#) kwenye ukurasa wa 28). **Lazima bado ulipe deni hilo!** Kuna uwezekano utaamrisha kulipa katika akaunti ya mahakama wakati wa utaratibu wa kufukuzwa. Ikiwa huna, mmiliki anaweza kupata hati muhimu ili kukufukuza haraka zaidi. (Angalia [Kesi za Kulipa Kodi kwa Mahakama Badala ya Mpangishaji](#) kwenye ukurasa wa 44)
- Ikiwa unahitaji usaidizi kuunda bajeti, [Mipango ya Mashirika ya Usaidizi wa Jamii](#) hutoa huduma za ushauri wa kifedha.

### MADOKEZO KWA WAMILIKI

- Kuna [sampuli ya notisi](#) kwenye sehemu ya “Zana” katika Mwongozo huu. **Usiibadilishe, unaweza kusababisha kesi hiyo itupiliwe mbali!**
- Kusubiri hadi mpangaji awe na madeni ya miezi mingi ya ukodishaji sio hatua nzuri. Kunaweza kuwa na huduma za msaada zinazopatikana kwa mpangaji, lakini si kama kiasi kinachodaiwa ni zaidi ya miezi miwili ya deni ya kodi.
- Msaada wa deni la kodi unahitaji kwamba mpangaji awe na notisi iliyoandikwa ya kusimamishwa kwa upangaji.
- Dhana kwamba inachukua miezi mingi kumfukuza mpangaji kwa ujumla husababishwa na mmiliki kusubiri kwa muda mrefu kabla ya kutuma notisi. Ukifuata utaratibu ufao suluhu litapatikana haraka.



# NOTISI YA USIMAMISHAJI “KWA SABABU FULANI”

Kusimamishwa kwa upangaji “kwa sababu fulani” kunamaanisha kuwa mmiliki anataka wakaaji wahame kwa sababu wamekiuka masharti ya makubaliano ya kukodisha au wamekiuka sheria ya mpangaji na mpangishaji au kanuni za eneo.

Mifano ni pamoja na:

- Wapangaji wanaowaruhusu wengine kuishi nao bila idhini ya mmiliki.
- Kuwasumbua majirani.
- Kuharibu mali kimakusudi. (Hii pia inaweza kuchukuliwa kuwa uharabu chini ya sheria za uhalifu.)
- Kukiuka kanuni za Afya au Moto.
- Kukosa kufuata masharti yaliyowekwa kwenye mkataba wa ukodishaji.

Notisi ambayo mmiliki anatoa kwa mpangaji ili kusimamisha upangaji wa mpangaji kwa sababu fulani lazima itimize masharti fulani chini ya sheria ya Vermont.

Notisi hiyo lazima:

- Iwe imeandikwa na iwasilishwe kwa mkono au kwa barua kwa wapangaji (barua pepe, SMS, na jumbe za Facebook hazizingatii sheria).
- Ipokelewe na mkodishaji.
- Itaje sababu ya kusimamishwa kwa mkataba.
- Iwape wakaaji siku zisizopungua 30 ili kuhama. Ikiwa ukiukaji wa mkataba wa ukodishaji ni kutokana na shughuli haramu au za madawa ya kulevya, notisi isiyopungua siku 15 inaweza kutolewa.

## MADOKAZO KWA WAPANGAJI

- Fuata masharti ya mkataba wako wa ukodishaji na sheria na kanuni zote husika za eneo.
- Usiruhusu wengine wahamie kwenye nyumba yako bila ruhusa **iliyoandikwa** kutoka kwa mmiliki.
- Upangaji wako unaweza kusimamishwa kutokana na vitendo vya wageni wako na vile vile vyako.
- Hakikisha mmiliki anaweza kuwasiliana nawe.
- Ikiwa utapokea notisi ya usimamishaji kwa sababu fulani, tafuta usaidizi wa kisheria.

## VIDOKAZO KWA WAMILIKI

- Weka kumbukumbu ya ukiukaji wowote wa mkataba wa ukodishaji unaofanywa na wapangaji au wageni wao. Unaweza kufanya hili vyema zaidi kwa kutuma taarifa za ukiukaji huu kwa mpangaji kwa maandishi.
- Zingatia kuwapa wapangaji makataa ya kurekebisha tatizo ikiwezekana (ingawa hii haihitajiki kisheria).

## USIMAMISHA WA UPANGAJI “BILA SABABU”

Notisi ya usimamishaji wa “Bila Sababu” inamaanisha kuwa mmiliki anataka mpangaji ahame bila kosa lolote (k.m., mmiliki anataka kutumia mali kwa madhumuni mengine). Notisi ya kukosa kusasisha mkataba wa ukodishaji pia inachukuliwa kuwa usimamishaji Bila Sababu. Wakati kuna mkataba wa sasa wa ukodishaji, upangaji hauwezi kusimamishwa “Bila Sababu” hadi tarehe ya mwisho ya mkataba wa ukodishaji na notisi inayofaa lazima itolewe kama ilivyoelezwa hapa chini.

Notisi ambayo mmiliki anatoa kwa mpangaji ili kusimamisha upangaji wa mpangaji bila sababu lazima itimize masharti fulani chini ya sheria ya Vermont. Notisi hiyo lazima:

- Iwe imeandikwa na iwasilishwe kwa mkono au kwa barua kwa wapangaji (barua pepe, SMS, na jumbe za Facebook hazizingatii sheria).
- Ipokelewe na mkodishaji.
- Lazima itaje kwamba upangaji unasimamishwa Bila Sababu au kwamba mkataba wa ukodishaji hautasasishwa, na itoe tarehe maalum ya kuhama.
- Ni lazima iwape wakaaji kipindi cha kuhama kisichopungua kile kinachohitajika kisheria, kama ilivyobainishwa hapa chini.

### VIPINDI VYA NOTISI YA BILA SABABU:

(Wakati kodi ya nyumba inalipwa kila mwezi)

- **Ikiwa mmiliki anataka mpangaji ahame mwishoni mwa kipindi cha mkataba wa ukodishaji**, mmiliki lazima atoe notisi angalau siku 30 kabla ya mwisho wa mkataba wa ukodishaji, ikiwa mpangaji ameishi katika mali kwa chini ya miaka 2; siku 60 ikiwa mpangaji ameishi katika mali hiyo kwa zaidi ya miaka miwili.
- **Ikiwa mkataba wa awali wa ukodishaji umeisha na mpangaji ameendelea kukodisha baada ya kila mwezi kama ilivyoainishwa katika mkataba wa ukodishaji**, mmiliki lazima atoe notisi ya siku 30 kwa mpangaji au siku 60 ikiwa mpangaji ameishi katika mali hiyo kwa zaidi ya miaka miwili.
- **Ikiwa hakujawahi kuwa na mkataba ulioandikwa wa ukodishaji:**
  - Ikiwa mpangaji ameishi nyumba hiyo chini ya miaka 2 - notisi isiyopungua siku 60 inafaa kutolewa.
  - Ikiwa mpangaji ameishi nyumba hiyo kwa miaka 2 au zaidi - notisi isiyopungua siku 90 inafaa kutolewa.
  - Ikiwa mpangaji ameishi nyumba hiyo **katika Burlington** chini ya miaka 2 - notisi isiyopungua siku 90 inafaa kutolewa.
  - Ikiwa mpangaji ameishi nyumba hiyo **katika Burlington** kwa miaka 2 au zaidi - notisi isiyopungua siku 120 inafaa kutolewa.

### MADOKEZO KWA WAMILIKI:

Tafadhali tafuta ushauri wa kisheria kabla ya kutuma notisi yoyote ya usimamishaji ikiwa mojawapo ya hali zifuatazo ipo:

- Wapangaji wako wamelalamika au wanalamika kuhusu hali ya nyumba ya kukodisha.
- Mpangaji wako analalamika kuhusu ukiukaji wa haki zake.
- Nyumba yako imekaguliwa hivi majuzi na watekelezaji kanuni, usalama wa moto, afisa wa afya wa jiji au mkaguzi mwingine.
- Mpangaji wako ametuma ombi la marekebisho yanayofaa.
- Mpangaji wako amehusika katika kupanga, au amejiunga na muungano wa wakaazi.

## USIMAMISHA WA UPANGAJI IKIWA UKODISHAJI UPO KATIKA MAKAZI YA BINAFSI YA MPANGISHAJI

Ikiwa mpangaji amekodisha chumba kimoja au zaidi katika makazi ya binafsi ya mpangishaji ambayo yanajumuisha matumizi ya pamoja ya sehemu yoyote ya jumla, kama vile sebule, jikoni au bafuni, basi mhusika yeyote anaweza kusimamisha upangaji kwa kutoa notisi ya maandishi ya angalau siku 15 ikiwa kodi inalipwa kila mwezi na angalau siku saba ikiwa kodi inalipwa kila wiki. Hadi sasa haijulikani sheria hii inaweza kutumika vipi katika hali ambapo kuna mkataba ulioandikwa wa ukodishaji ambao hauruhusu usimamishaji wa mapema, au ambao umweka vipindi tofauti vya usimamishaji.

## USIMAMISHAJI WA UPANGAJI KWA UUZAJI WA JENGO

Wamiliki wanaweza kusimamisha upangaji ili kuuza jengo ikiwa TU kuna Makubaliano ya Uuzaji na Ununuzi yaliyosainiwa na wanunuzi wanaotarajiwa, NA wapangaji hawako katika mkataba wa sasa wa ukodishaji.

### Ikiwa wapangaji wana mkataba wa sasa wa ukodishaji:

- Mkataba wa ukodishaji, pamoja na amana ya dhamana, huhamishiwa kwa mmiliki mpya wakati wa kukamilisha ununuzi.
- Ni jukumu la mnunuzi kuhakikisha kuwa amana imehamishwa kwake. Atawajibika kurudisha amana kwa mpangaji mwishoni mwa upangaji.

**Ikiwa muda wa mkataba wa ukodishaji umeisha au hakujawahi kuwa na mkataba ulioandikwa**, mmiliki anaweza kusimamisha upangaji kwa notisi ya maandishi isiyopungua siku 30 baada ya kusainiwa kwa Makubaliano ya Uuzaji na Ununuzi.

## KUUZWA KWA KUSHINDWA KULIPA REHANI

Kwa muda, kulikuwa na masharti ya jimbo na shirikisho ambayo yalihatiji kufuatwa. Sheria za ulinzi za shirikisho ziliisha mwaka wa 2014, kumaanisha kuwa hakuna tena ulinzi wowote wa shirikisho kwa wapangaji katika majengo ambayo yameuzwa kwa kushindwa kulipa rehani. Chini ya sheria ya jimbo la Vermont, wapangaji wanaweza kufukuzwa kama sehemu ya mchakato wa Amri ya Mahakama ya Kuuzwa kwa Kushindwa Kulipa Rehani.

Je, utajuaje ikiwa jengo lako linauzwa kwa kushindwa kulipa rehani?

- Mmiliki wa jengo na wakaaji wote watapewa notisi ya mchakato wa amri ya mahakama ya Kuuzwa kwa Kushindwa Kulipa Rehani.
- Kwa wakaaji, hati hizi zinaweza kutolewa kwako kwa huduma utumaji barua haraka, kwa hivyo usipuuze hati zozote utakazotumiwa.
- Ikiwa unataka kupokea maelezo kuhusu hali ya kuuzwa kwa kushindwa kulipa rehani, wakaaji wanaweza kuijulisha mahakama kwa maandishi (kujumuishwa katika kesi) kuhusu anwani yao ya barua.

## KUFUKUZA WAPANGAJI AMBAO NI WAFANYAKAZI WA SHAMBANI

Wafanyakazi wa mashambani wanaopata makazi kama manufaa ya ajira yao huenda wasifukuzwe kwa urahisi kutoka kwa nyumba zao ikiwa watapoteza kazi zao. Wanalindwa na sheria ya mpangishaji/mpangaji kama mpangaji mwingine yeyote, na ikiwa mkulima anataka mfanyakazi wa shamba aondoke kwenye makazi, mkulima huyo lazima afuate taratibu zinazofaa za kisheria. Sheria inamruhusu mkulima kuharakisha utaratibu wa kumfukuza mfanyakazi wa shambani, ikiwa mkulima anaweza kudhihirisha ugumu wa maisha.

Ili kumfukuza mfanyakazi wa shambani, mkulima lazima ampe mfanyakazi notisi ya kusimamisha upangaji wakati huo huo amri za kufika mahakamani na malalamiko yanapotolewa. Mahakama itapanga kikao cha usikilizaji ndani ya siku 10 baada ya mfanyakazi kuamrisha kufika mahakamani. Katika kikao cha usikilizaji, ikiwa mkulima anaweza kudhihirisha kwamba atapata ugumu halisi wa maisha ikiwa mfanyakazi hataondoka, hakimumu atatoa amri inayompa mfanyakazi kati ya siku tano na 30 kuondoka. Iwapo hakimumu ataamua kuwa mkulima hajathibitisha ugumu halisi wa maisha, basi mkulima atalazimika kuanza taratibu za kawaida za kumfukuza mfanyakazi, kama ilivyo na mpangaji mwingine yeyote.

[V.S.A., 9, Sura ya 137, § 4469a.](#) *Usimamisha wa ukaaji wa makaazi ya mfanyakazi wa shambani*

## KIPINDI CHA MWISHO WA NOTISI

Ikiwa wapangaji bado wanaishi katika nyumba ya kukodisha baada ya mwisho wa muda wa notisi, hatua inayofuata ya mmiliki ni kuanza utaratibu wa kutafuta amri ya mahakama ya kuwafukuza. Ni amri ya mahakama pekee kutoka kwa hakimu, inayowasilishwa na liwali, inaweza kumwondoa mpangaji.

### NI KINYUME NA SHERIA KWA MPANGISHAJI KUFANYA HAYA:

- Kuondoa vitu vya mpangishaji.
- Kubadilisha kufuli.
- Kuzima huduma muhimu za nyumbani.

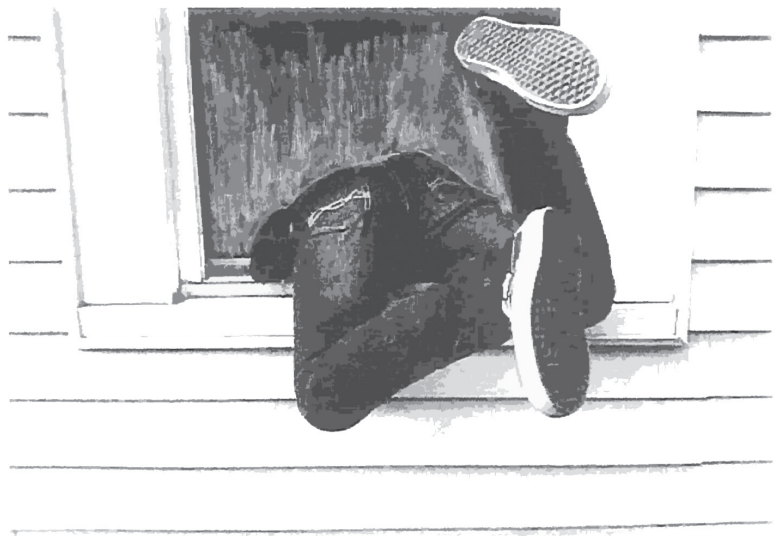
Zaidi ya hayo, ikiwa mmiliki ataingia ili kuondoa vitu au kubadilisha kufuli, anakiuka sheria za uhalifu wa [Kuingia Bila Ruhusa Kinyume na Sheria](#) za Vermont.

### MBINU BORA ZAIDI KWA WAMILIKI

- Njia pekee ya kuwaondoa wakaaji kutoka kwa nyumba yako ni utaratibu wa kufukuza wa mahakama, hata kama uliwatumia wapangaji notisi ya kutokuwa na sababu.
- Ni lazima uanze hatua ya mahakama ndani ya siku 60 kutoka tarehe ya usimamishaji iliyo kwenye notisi au kesi yako itatupiliwa mbali.

### SULUHU ZA KISHERIA KWA MPANGAJI KWA JARIBIO LA KUFUKUZWA KINYUME CHA SHERIA:

- Ikiwa umefungiwa nyumba na mmiliki, piga simu kwa Polisi. Wanawajibika kwa “kulinda amani” wakati unapoingia tena (kurejca).
- Tafuta usaidizi wa kisheria.
- Ikiwa huduma muhimu za nyumbani zimezimwa na mmiliki:
  - Wasiliana na [Afisa wa Afya wa Mji](#) wako. Ana mamlaka ya kisheria ya kuamuru mmiliki arejeshe huduma. Kuna kiungo cha orodha ya Maafisa wa Afya wa Mji wa Idara ya Afya ya Vermont kwenye tovuti ya Vermont Tenants: <https://www.cvoeo.org/get-help/vermont-tenants-rights-and-resources>
  - Iwapo umeshindwa kumfikia Afisa wa Afya wa Mji wako, au ikiwa umeshindwa kumfanya mmiliki atii, tafuta Amri ya Dharura ya Kukabiliana na Dhuluma. Wasiliana na [Vermont Tenants](#) (802.864.0099) au mwanasheria ili usaidiwe na hili.



# SEHEMU YA 8: UTARATIBU WA KUFUKUZWA WA MAHAKAMA

## TAHADHARI KWA MMILIKI

- Sura hii imetolewa kwa madhumuni ya taarifa pekee na inajumuisha vidokezo vya usimamizi.
- Sio mwongozo wa jinsi ya kuwafukuza wapangaji wako.
- Wamiliki wanaweza kushtakiwa kisheria wakati wapangaji wana dai dhidi yao.
- Tafadhali tafuta ushauri wa kisheria kabla ya kuchukua hatua yoyote dhidi ya wapangaji wako ili kuhakikisha kuwa haki zako zinalindwa.\*

## TAHADHARI KWA WAPANGAJI

- Sura hii imetolewa kwa madhumuni ya taarifa pekee na inajumuisha vidokezo vya kushughulikia hali za kufukuzwa.
- Sio mwongozo wa jinsi ya kupinga kufukuzwa.
- Wapangaji wanaweza kushtakiwa kisheria wakati wamiliki wana dai dhidi yao.
- Tafadhali tafuta ushauri wa kisheria unapokabiliwa na tishio la kufukuzwa.\*



\*[Mwongozo wa huduma za kisheria](#) umejumuishwa katika sehemu ya Nyenzo ya Mwongozo huu.

## ISTALAH ZA KUFUKUZWA

**MLALAMIKAJI** - Mhusika anayeanzisha mashtaka (kawaida mpangishaji).

**MSHTAKIWA** - Mhusika anayeshtakiwa (kawaida mpangaji).

**AMRI ZA KUFIKA MAHAKAMANI** - Hati ya kisheria inayomjulisha Mshtakiwa kuwa anashtakiwa na hatua anazohitaji kuchukua (yaani kuwasilisha Jibu).

**MALALAMIKO** - Hati ya kisheria inayoeleza wahusika ni akina nani, mali iko wapi, wahusika wana mgogoro gani, na mlalamishi anatafuta suluhisho gani.

**HATI YA KIAPO** - Hati ya kisheria ambapo mtu anasema chini ya kiapo kwamba mambo fulani ni kweli.

**PENDEKEZO** - Hati inayowasilishwa mahakamani ikiomba mahakama ichukue hatua fulani.

**AMRI YA MAHAKAMA YA KUFUKUZWA** - Hati inayotolewa na mahakama ambayo inampa Liwali mamlaka ya kumwondoa mpangaji kutoka kwa mali hiyo na kumrejeshea mpangishaji umiliki wa nyumba ya kukodisha.

**KIKAO CHA USIKILIZAJI WA USTAHILI (KIKAO CHA USIKILIZAJI WA HASARA)** -

Kikao cha usikilizaji ambapo wahusika wote wawili wanawasilisha ushahidi wao katika kesi hiyo.

## UTARATIBU WA MAHAKAMA

**Amri ya mahakama ya kufukuzwa huanzishwa na mmiliki, kampuni ya usimamizi wa mali, au mwakilishi wa mmiliki, kwa kuwasilisha hati za kisheria zinazoitwa Amri ya Kufika Mahakama na Malalamiko mahakamani na kwa kulipa ada ya \$295 ya kufungua mashtaka.**

- Ada hii ya Kufungua Mashtaka ni sahihi kufikia Novemba 2022. Mahakama huongeza ada za kufungua mashtaka mara kwa mara.
- Wakati kesi inapowasilishwa, ikiwa sababu ya kufukuzwa ni kutolipa kodi, mmiliki anaweza kuomba Kikao cha Usikilizaji wa Kulipa Kodi kwa Mahakama Badala ya Mpangishaji kwa kuwasilisha pendekezo na hati ya kiapo. Baada ya kikao cha usikilizaji wa pendekezo hilo mahakama inaweza kuamuru mpangaji alipe kodi yake kwa Mahakama. Ikiwa kikao cha usikilizaji wa Kulipa Kodi kwa Mahakama Badala ya Mpangishaji kitaombwa, karani wa mahakama atatoa notisi ya usikilizaji huu.
- Amri za Kufika Mahakama, Malalamiko, Pendekezo la Kulipa Kodi kwa Mahakama Badala ya Mpangishaji, Hati ya Kiapo, Notisi ya Kikao cha Usikilizaji, Makubaliano Yaliyoandikwa ya Ukodishaji (ikiwa yapo), na notisi ya Usimamishaji lazima zitolewe kwa mpangaji na Liwali wa Kaunti.
- Gharama ya kulipia hati hizi ziwasilishwe ni \$50 kwa kila mtu pamoja na usafiri.

**Mara tu mpangaji anapopewa hati za mahakama na liwali:**

- Mpangaji anakuwa na siku 20 za kutoa jibu (au "Kujibu") Malalamiko au kuwasilisha Pendekezo la Kutupilia Mbali Malalamiko (kuiomba Mahakama ikomeshe kesi hiyo kabisa kwa sababu ya kosa la kisheria la mpangishaji).
- Iwapo kutakuwa na ombi la kikao cha usikilizaji wa kulipa kodi kwa mahakama badala ya mpangishaji, na likubaliwe na mahakama, mpangaji lazima apewe hati angalau siku 10 kabla ya kikao cha usikilizaji. Kawaida kikao cha usikilizaji wa kulipa kodi kwa mahakama badala ya mpangishaji kinafanyika karibu na tarehe ambayo mpangaji anapaswa kujibu.

**Utaratibu wa kufukuzwa kwa amri ya mahakama umeundwa ili mmiliki aishie na vitu viwili:**

- Umiliki wa nyumba yake, na
- Amri ya Hukumu kwa pesa zozote ambazo mahakama itabaini zinadaiwa na mmiliki.

**Utaratibu wa mahakama umeundwa ili mpangaji:**

- Aombe kufutiliwa mbali ikiwa Notisi ya Usimamishaji haikutolewa ipasavyo.
- Awasilishe ushahidi wake.
- Apinge mashtaka yoyote.
- Awasilishe madai yoyote yanayofaa ya kukanusha (unyanyasaji, ulipizaji kisasi kinyume na sheria, ukiukaji wa Udhamini wa Uwezo wa Kukalika, na ukiukaji wa Sheria ya Ulinzi wa Mtumiaji).
- Atafute amri ya mahakama ili mpangishaji akome kujihusisha na vitendo visivyo halali au mpangishaji kufanya marekebisho yanayohitajika.

# KESI ZA KULIPA KODI KWA MAHAKAMA BADALA YA MPANGISHAJI

Iwapo mpangaji atawasilisha “Pendekezo la Kutupilia Mbali” kabla ya Kikao cha Usikilizaji wa Kulipa Kodi kwa Mahakama Badala ya Mpangishaji, kwa kawaida Mahakama itatoa uamuzi kuhusu Pendekezo hili kabla ya kutoa amri ya kulipa kodi kwa mahakama badala ya mpangishaji. Iwapo mpangishaji anataka kupata muda wa kujibu Pendekezo hilo kabla ya mahakama kutoa uamuzi kulihusu, huenda Kikao cha Usikilizaji wa Kulipa Kodi kwa Mahakama Badala ya Mpangishaji kikaahirishwa hadi tarehe nyingine.

Katika kikao hiki cha usikilizaji, mahakama itaamua yafuatayo:

- Kiasi cha kodi.
- Ikiwa kuna kodi inayodaiwa au la (haitamua hasa ni kiasi gani kinadaiwa cha deni la kodi).
- Mara hizo zinapobainishwa, mahakama inaweza kutoa Amri ya Kulipa Kodi kwa Mahakama Badala ya Mpangishaji.
- Amri hii linahitaji kwamba wapangaji walipe kodi yao kwa mahakama mradi tu utaratibu wa kuwafukuzwa unaendelea.
- Ikiwa mpangaji atashindwa kulipa kodi kama ilivyoamriwa na mahakama, Amri ya Mahakama ya Kufukuzwa inaweza kutolewa.

## **Je, mahakama inaweza kuamuru mpangaji alipe kiasi gani cha kodi chini ya Amri ya Kulipa Kodi kwa Mahakama Badala ya Mpangishaji?**

- Mahakama inaweza kuamuru mpangaji alipe kodi yoyote ambayo imeongezeka tangu kesi hiyo ilipowasilishwa mahakamani.
- Mahakama ina mamlaka ya kuamuru mpangaji alipe malipo ya chini, au kuruhusu kiasi hicho kulipwa kwa awamu.
- Mahakama pia ina uwezo wa kuamuru malipo ya kodi yawe kwa siku zijazo pekee (yaani kwa mwezi ujao).
- Mahakama inaweza kupunguza kiasi cha kodi ya kila mwezi ambayo mpangaji analazimika kulipa ikiwa mpangaji atatoa madai ya kuaminika kwamba hali ya nyumba ya kukodisha haizingatii Udhadini Uwezo wa Kukalika. (*Angalia Schemu ya 4: Kanuni za Makazi kwenye ukurasa wa 20*).
- Ikiwa mpangaji hatahudhuria, mmiliki anaweza kuomba malipo ya kwanza yalipwe siku “X” baada ya kutolewa kwa amri.

## **Je, nini kitafanyika ikiwa mpangaji hatahudhuria kikao hiki cha usikilizaji?**

- Mahakama itatoa amri ya kulipa kodi kwa mahakama badala ya mpangishaji.
- Liwali lazima awasilishe amri kwa mpangaji ili itekelezwe.

## **Nini kitafanyika ikiwa mpangaji atalipa kodi yake kwa mahakama kulingana na amri?**

- Isipokuwa wahasika watakubali vinginevyo, mahakama itashikilia pesa zilizolipwa kwa mahakama hadi uamuzi wa mwisho katika kesi hiyo. Katika wakati huo, hakimu ataamua ikiwa pesa zinapaswa kulipwa kwa mmiliki au kurejeshwa kwa mpangaji (kwa mfano, ikiwa kuna matatizo halali ya kiafya au usalama kwenye nyumba).

## **Je, nini hufanyika ikiwa mpangaji hatalipa Kodi kwa Mahakama Badala ya Mpangishaji?**

- Mmiliki anaweza kuwasilisha pendekezo na hati ya kiapo kwa mahakama akiomba mahakama itoe Amri ya Kufukuza kwa mpangaji kwa kushindwa kulipa.
- Mahakama itatoa Amri ya Kufukuzwa.
- Mmiliki anamwomba liwali awasilishe Amri ya Kufukuzwa kwa mpangaji.
- Liwali anamrejeshwa mmiliki nyumba kabla ya siku tano za kazi baada ya kuwasilishwa kwa Amri ya Kufukuzwa.
- Mmiliki anaweza kuendelea na utaratibu wa mahakama ili kupata Amri ya Hukumu kupitia kikao cha usikilizaji (ikiwa mpangaji alijibu Malalamiko) au kwa msingi wa Upuuzaji (hakutakuwa na kikao cha usikilizaji kwa sababu Mpangaji hakujibu).

## “MALALAMIKO”

- Malalamiko ni hati ya mahakama inayowasilishwa na mmiliki ambayo inatoa muhtasari wa utambulisho wa wahusika, mahali mali iko, ni masuala gani wahusika wanazozania, na ni suluhu gani mlalamikaji anatafuta (yaani, huduma ya kurejeshewa mali na pesa).
- Malalamiko kawaida huandikwa katika muundo wa aya zilizo na nambari.

## “JIBU”

- Ndilo jibu la mpangaji kwa Malalamiko. Ni lazima:
  - Lijibu kila kipengele cha nambari kilicho kwenye malalamiko. Maswali mengi huhitaji tu jibu la ukweli au uwongo na hutumiwa kuthibitisha ukweli wowote wa kesi, kama vile mmiliki wa nyumba, wapangaji wa nyumba, kiasi cha kodi, n.k.
  - Linapaswa kurudishwa mahakamani ndani ya muda usiopungua siku 20.
  - Nakala zake zinapaswa kutumwa Mmiliki na Mwanasheria wake.
  - Jibu ni pale ambapo mpangaji anaelezea upande wake.
- Mpangaji anaweza pia kuwasilisha kesi ya kutupiliwa mbali au kuwasilisha kesi ya kushtaki pia kwa madai dhidi ya mmiliki kwa wakati huu ikiwa inahitajika.
- Ikiwa mpangaji atakosa Kujibu Malalamiko, Mmiliki anaweza kuwasilisha kesi ya Hukumu ya Upuuzaji. Ombi hili hufanywa kupitia Pendekezo pamoja na hati ya kiapo ya kiasi kinachodaiwa.
- “Hukumu ya Upuuzaji” inamaanisha kuwa mhusika huyo mwingine anashinda kesi bila kusikilizwa.

## KESI YA USIKILIZAJI WA MWISHO

## (AU VINGINEVYO USIKILIZAJI WA UHALALI, USIKILIZAJI WA HASARA, MASHTAKA YA MAHAKAMA)

- Ni wakati ambapo wahusika wote wawili wanawasilisha ushahidi wote walio nao na mahakama inatoa uamuzi kuhusu nani anadaiwa pesa.
- Mashahidi wote watahitaji kuwepo kwa usikilizaji wa kesi hii.
- Stakabadhi zozote za malipo, uthibitisho wa malipo ya kodi, na hati zingine (pamoja na picha) huwasilishwa wakati wa kusikilizwa kwa kesi hii.
- Ikiwa huna hati/picha/shahidi, mahakama haitaizingatia hizi baadaye wala mahakama haitapanga upya usikilizaji ili uweze kuleta ushahidi wa ziada.
- Notisi ya usikilizaji wa kesi itatumwa kwa barua na mahakama - hii itakujulisha tarehe na wakati wa kikao cha usikilizaji.
  - Ikiwa anwani yako itabadilika na ukose kuisasisha mahakamani, huenda usipate notisi ya usikilizaji inayokujulisha wakati wa usikilizaji.
  - Kosa lako la kutosasisha anwani yako ya barua si sababu ya kupangwa upya kwa usikilizaji huu.



## AMRI YA MAHAKAMA YA KUFUKUZWA

Amri ya Kufukuzwa ni Hukumu iliyoamriwa na mahakama inayomruhusu Liwali kuwaondoa wakaaji na mmiliki kubadilisha kufuli.

- Wakati Liwali anawasilisha Amri ya Kufukuzwa kwa Mshtakiwa, Liwali atampa Mshtakiwa tarehe ya kufungiwa nje.
- Tarehe ya kufungiwa nje haitakua chini ya siku 5 za kazi (kwa kushindwa kulipa kodi mahakamani) au haitakuwa chini ya siku 14 za kazi (kwa hukumu ya mwisho).
- Ikiwa Mshtakiwa hataondoka, Liwali atarudi kwenye mali na kudumisha amani huku mpangishaji akibadilisha kufuli za nyumba. Hii inaitwa “Utekelezaji wa Amri ya Kufukuzwa.”\*

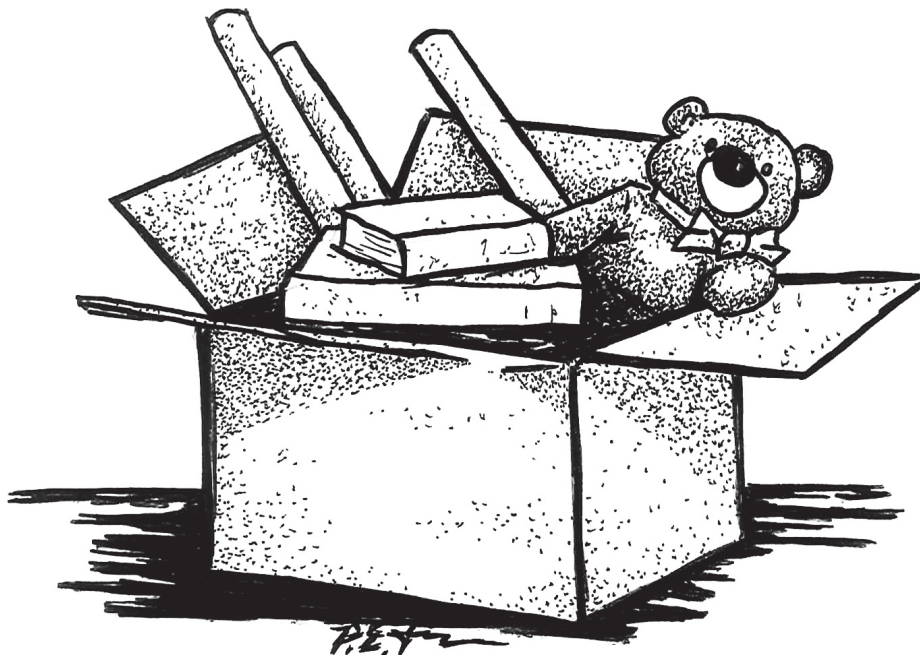
**\* Ikiwa kesi inahusiana na kukosa kulipa kodi, mpangaji anaweza kusimamisha Utekelezaji wa Amri ya Kufukuzwa kwa kulipa pesa zote zinazodaiwa mahakamani kabla ya tarehe ya utekelezaji. Hii inajumuisha madeni yote ya kodi na kwa kawaida gharama za mahakama na ada za kisheria za mmiliki ikiwa ataziomba. Hii inaweza tu kufanywa na mpangaji mara moja katika kipindi cha miezi 12.**

## VITU VYA MPANGAJI BAADA YA KUFUKUZWA

Kwa mujibu wa Sheria za Vermont ([12 V.S.A. Schemu ya 4854a](#)), mmiliki anaweza kutupa vitu vyovyote vilivyoachwa wakati vigezo viwili vifuatavyo vinatimizwa:

- Siku 15 zimepita tangu Amri ya Kufukuzwa iwasilishwe;\* NA
- Mpangishaji amerejeshewa umiliki wa nyumba.

**\* HAKUNA masharti kwamba mmiliki ashikilie au ahifadhi vitu vya mpangaji zaidi ya siku 15.**



# SEHEMU YA 9: KUACHANISHA NYUMBA YA UKODISHAJI

Chini ya Sheria ya Vermont, Mmiliki anaweza kuzingatia nyumba imeachanishwa ikiwa taarifa ZOTE zifuatazo ni kweli:

- Kodi imechelewa; **NA**
- Inaonekana kana kwamba hakuna mtu anayeishi katika nyumba hiyo kama makazi ya wakati wote; **NA**
- Mmiliki amefanya jaribio linalofaa ili kujua nia ya mpangaji.

## MALI ISIYODAIWA BAADA YA KUACHANISHWA KWA NYUMBA

Ikiwa mali yoyote, isipokuwa taka, haijadaiwa na mpangaji ambaye ameachanisha nyumba ya makazi, mmiliki atatoa notisi iliyoandikwa kwa mpangaji, inayotumwa kwa anwani ya mwisho inayojulikana ya mpangaji, kwamba mmiliki anakusudia kuondoa vitu baada ya siku 60 ikiwa mpangaji hatadai vitu na kulipa ada yoyote inayofaa ya uhifadhi na ada zingine ambazo mmiliki amewajibikia.

- Mmiliki lazima ahifadhi vitu vya mpangaji katika sehemu salama, kavu na sio chini ya siku 60.
- Mpangaji anaweza kudai vitu kwa kumpa mmiliki yafuatayo ndani ya siku 60 baada ya tarehe ya notisi:
  - Maelezo yanayofaa ya maandishi ya vitu; **NA**
  - Malipo yanayofaa na yanayoridhisha ya gharama ya uhifadhi na gharama zozote zinazofaa zinazodaiwa na mmiliki.
- Ikiwa mpangaji hatadai vitu hivyo ndani ya muda unaohitajika, vitu hivyo vitakuwa mali ya mmiliki.
- Ikiwa mpangaji atadai vitu hivyo ndani ya muda unaohitajika, mmiliki atampa mpangaji vitu hivyo mara moja katika mahali panapofaa na mpangaji atachukua vitu hivyo kwa wakati na kutoka mahali hapo.

### Je, hii inamaanisha kuwa mmiliki anaweza kufanya chochote anachotaka na vitu hivyo?

- Ndiyo, mmiliki anaweza kutupa vitu hivyo kama anavyoona inafaa.

### Je, nini kitafanyika ikiwa mmiliki wa nyumba atakataa kurudisha vitu wakati mpangaji anajaribu kuvidai?

- Ikiwa mpangaji atatoa maelezo yanayofaa ya maandishi kuhusu vitu vya kurejeshwa, na alipie gharama ya uhifadhi, lakini mpangishaji akatae kurudisha vitu hivyo, mpangaji anaweza kufungua Mashtaka ya Kiraia dhidi ya mmiliki ili vitu vyake virudishwe.

### MADOKEZO KWA WAMILIKI:

- Weka kumbukumbu ya juhudi zako za kumtafuta mpangaji ikiwa unadhani ameachanisha nyumba.
- Piga simu kwa nambari zote za simu ulizo nazo za mpangaji, ikiwa ni pamoja na anwani za dharura.

### MADOKEZO KWA WAPANGAJI

- Katika hali yoyote ambapo mmiliki lazima ahifadhi vitu vyako, njia pekee ikiwa mmiliki hatavirudisha ni kufungua Mashtaka ya Kiraia.
- Ni vitu VYAKO. Chaguo bora ni kuwajibikia hilo na kukosa kuacha vitu muhimu.
- Ikiwa mmiliki atatumia gharama kuviondoa, anaweza kufungua kesi dhidi yako ili umrejeshee pesa alizotumia.

# KIAMBATISHO CHA A: ZANA

## BARUA YA KAWAIDA KWA WAPANGAJI

- 49 [Ufikiaji wa Mpangishaji na Faragha ya Mpangaji](#)
- 50 [Notisi Isiyotosha ya Kuongezwa kwa Kodi \(Burlington\)](#)
- 51 [Notisi Isiyotosha ya Kuongezwa kwa Kodi \(Jimbo nzima\)](#)
- 52 [Ada za Kuchelewa](#)
- 53 [Ukiukaji Mkubwa wa Kanuni/Ombi la Matengenezo](#)
- 54 [Notisi ya Kuhama \(Inayotumwa na Mpangaji kwa Mmiliki\)](#)
- 55 [Notisi ya Kufanya Matengenezo na Kukata kwenye Kodi](#)
- 56 [Taratibu na Fomu za Ombi la Marekebisho/Mabadiliko Yanayofaa](#)
- 57 [Ombi la Marekebisho kwenye Sera ya Makazi \(kwa Watu walio na Ulemavu\)](#)
- 58 [Ombi la Mabadiliko kwenye Makazi \(kwa Watu walio na Ulemavu\)](#)
- 59 [Uthibitisho wa Hali ya Mtu aliye na Ulemavu](#)
- 60 [Ombi la Marejesho ya Amana ya Dhamana](#)

## BARUA ZA KAWAIDA KWA WAMILIKI

- 61 [Ufichuzi wa Rangi yenye Sumu ya Risasi](#)
- 62 [Bango la Notisi ya Rangi yenye Sumu ya Risasi](#)
- 63 [Usimamishaji wa Ukodishaji kwa Kutolipa Kodi](#)

## ZANA ZA ZIADA

- 64 [Orodha Hakikishi ya Ukaguzi](#)
- 67 [Sampuli ya bajeti kwa wapangaji](#)
- 69 [Maelezo kutoka FCC Kuhusiana na Antena za Satelaiti](#)
- 70 [Bima ya Mali za Ukodishaji](#)
- 71 [Bima ya Mpangaji](#)

# BARUA YA KAWAIDA YA UFIKIAJI NA FARAGHA

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
NAME OF PROPERTY OWNER/MANAGER

RE: Landlord Access at \_\_\_\_\_.  
(ADDRESS)

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I am writing to inform you of the law regarding landlord access. Pursuant to chapter 137, section 4460 of the Vermont state statutes, a landlord may enter the unit with the tenant's consent. Without consent, a landlord can enter the unit between 9:00 A.M. and 9:00 P.M. on no less than 48 hours notice to:

1. Inspect the premises;
2. Make necessary or agreed repairs, alterations, or improvements;
3. Supply agreed services; or
4. Exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

A landlord can only enter the unit without consent or notice when there is a "reasonable belief that there is imminent danger to any person or property."

I thank you in advance for complying with the law.

Sincerely,

\_\_\_\_\_  
SIGNATURE

PRINTED NAME

\_\_\_\_\_

# NOTISI ISİYOTOSHA YA KUONGEZWA KWA KODI (BURLINGTON)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

RE: Rent increase notice at \_\_\_\_\_  
ADDRESS

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER, MANAGER

I am writing to inform you of my intentions based on the Burlington City Ordinance regarding rent increase notices. Pursuant to Chapter 18, Housing, Sec. 18-29a(c) of the Code of Ordinances of the City of Burlington, a landlord may increase rent by giving 90 days advance written notice.

You provided me with notice of an increase on \_\_\_\_\_.

Therefore, the increase should not legally take effect until \_\_\_\_\_, the date my next rent payment is due after "no less than 90 days actual notice" and I will not begin paying the increased rent until this date.

I thank you in advance for recognizing my legal rights in this matter.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

# NOTISI ISİYOTOSHA YA KUONGEZWA KWA KODI (JIMBO NZIMA)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

RE: Rent increase notice at \_\_\_\_\_  
ADDRESS

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I am writing to inform you of my intentions based on the law regarding rent increase notices. Pursuant to VSA Title 9, Chapter 137, Section 4455(b) of the Vermont state statutes, a landlord may increase rent "on the first day of the rental period following no less than 60 days actual notice to the tenant."

You provided me with notice of an increase on \_\_\_\_\_.

Therefore, the increase should not legally take effect until \_\_\_\_\_, the date my next rent payment is due after "no less than 60 days actual notice" and I will not begin paying the increased rent until this date.

I thank you in advance for recognizing my legal rights in this matter.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

# ADA ZA KUCHELEWA

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
NAME OF PROPERTY OWNER/MANAGER

RE: Late Fees at \_\_\_\_\_.  
(ADDRESS)

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I am writing to make you aware of the Vermont case law regulating the practice of charging late fees. According to Highgate Associates, Ltd v. Lorna Merryfield, Supreme Court Docket No. 90-032, landlords may only charge a tenant a late fee to cover expenses actually incurred as a result of the tenant's tardiness in paying rent. Such a fee may not simply be a penalty. A late fee which is not reasonably related to the landlord's expenses is invalid and the tenant does not have to pay it.

I am requesting that you present documentation showing that the fee is equal to your expenses. If you cannot or will not show this documentation, I am under not obligation to pay the late fee.

I thank you in advance for recognizing my legal rights in this matter.

Sincerely,

\_\_\_\_\_  
SIGNATURE

PRINTED NAME

\_\_\_\_\_

# BARUA YA KAWAIDA YA UKIUKAJI MKUBWA WA KANUNI/OMBI LA MATENGENEZO

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
NAME OF PROPERTY OWNER/MANGER

RE: Notice of problem(s) at \_\_\_\_\_.  
ADDRESS

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I am writing to make you formally aware of serious problems existing at

\_\_\_\_\_. The following needs to be done:  
ADDRESS

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Pursuant to chapter 137, sections 4457 and 4458 of the Vermont state statutes, a landlord is required to maintain premises that are safe, clean, and fit for human habitation and that comply with housing and health regulations. If a landlord fails to comply with those obligations within a reasonable time and this noncompliance affects health and safety, a tenant may:

1. Withhold the payment of rent for the period of noncompliance;
2. Obtain injunctive relief;
3. Recover damages, costs and reasonable attorney's fees; and
4. Terminate the rental agreement on reasonable notice.

I request that these problems be taken care of as quickly as possible. If a reasonable effort to fix these problems is not made, I will be pursuing one or more of the above legal options which may specifically include withholding rent payment. Let this serve as your notice of my intent to pursue such action(s).

I thank you in advance for recognizing my legal rights in this matter.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME



# NOTISI YA KUHAMA (INAYOTUMWA NA MPANGAJI KWA MMILIKI)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
NAME OF PROPERTY OWNER/MANGER

RE: Move out notice

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

You are hereby advised of my intent to vacate the rental property at

\_\_\_\_\_ on or before \_\_\_\_\_  
ADDRESS DATE

in accordance with the proper notice period circled below. I will be cleaning the apartment as to leave it in the same condition as it was on the move-in date. Please send me specific move-out instructions if you have any.

1. According to the terms of my lease requiring a \_\_\_\_ day / or \_\_\_\_ full rental period notice.
2. According to V.S.A., TITLE 9, Chapter 137 §4456d requiring one full rental period notice.
3. According to Burlington ordinance Ch 18 Article II Div.1 Sec 18-29a.(b) requiring two full rental period notices.

I will remove my personal belongings and turn in the keys on or before the date mentioned above.

If you have any questions, please contact me at \_\_\_\_-\_\_\_\_-\_\_\_\_.

Thank you for your courtesy and services during the period of my lease.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

# BARUA YA KAWAIDA YA KUFANYA MATENGENEZO NA KUKATA KWENYE KODI

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
NAME OF PROPERTY OWNER/MANGER

RE: Notice of problems at \_\_\_\_\_.  
ADDRESS

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I am writing to make you aware of problems existing at \_\_\_\_\_.  
ADDRESS

The following needs to be done:

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I request that this be taken care of as quickly as possible. Pursuant to Chapter 137, Section 4459 of the Vermont state statutes, if the situation has not been taken care of within 30 days of this notice, then it is my right to remedy the problems myself and deduct the cost from my rent.

I thank you in advance for taking care of these problems.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

# KUOMBA MABADILIKO/ MAREKEBISHO YANAYOFAA: BARUA ZA KAWAIDA NA TARATIBU

## MASHARTI KWA WATOA HUDUMA ZA MAKAZI

**Kwa watu wanaotimiza masharti kama ilivyobainishwa na sheria (watu walio na ulemavu), Watoa Huduma za Makazi wanahitajika:**

(a) Kutoa marekebisho yanayofaa katika sera, sheria au mbinu zao (kama vile sera kuhusu wanyama kipenzi, maegesho, n.k.); **NA**

(b) Kuruhusu mabadiliko yanayofaa (mabadiliko halisi, kama vile njia panda au fito za kushikilia). Katika hali ya makazi ya binafsi ya kukodisha, mpangaji anaweza kuwajibika kwa gharama ya marekebisho. Kwa nyumba za kukodisha zinazofadhiliwa na serikali, Mtoa Huduma ya Makazi anaweza kuwajibikia hili.

**Wakati wa kuzingatia ombi mabadiliko/marekebisho yanayofaa, Mtoa Huduma ya Makazi anaweza tu kuzingatia yafuatayo:**

- Je, mwombaji anatimiza masharti? (Je, mtu huyo ana ulemavu kama inavyobainishwa na sheria?)
- Je, ombi la mabadiliko au marekebisho ni muhimu? (Hili haliamuliwi na Mtoa Huduma ya Makazi bali na mtu huyo binafsi; uthibitisho unaweza kuombwa utolewe na mtaalamu wa afya ya matibabu.)
- Je, marekebisho yanayoombwa yatasababisha mzigo usiofaa wa kifedha au wa kiusimamizi? (Kwa marekebisho, hii inazingatiwa tu ikiwa marekebisho yatalipiwa na Mtoa Huduma ya Makazi.)
- Je, mabadiliko au marekebisho yanayoombwa yatahitaji mabadiliko ya kimsingi katika hali ya mpango wa nyumba?

Mtoa Huduma ya Makazi hatakiwi kuuliza kuhusu asili au ukali wa ulemavu husika. Mtoa Huduma ya Makazi anahitaji tu kuzingatia ikiwa ombi hilo “linafaa” kulingana na gharama na mabadiliko ya mpango wake wa makazi. Mtoa Huduma ya Makazi anaweza kuuliza maswali ambayo yanafafanua ni nini kuhusu sera, sheria, mbinu, au utaratibu kinachotumika kama kizuizi au afafanue mabadiliko au marekebisho yanayoombwa yanahusiana na ulemavu.

**SAMPULI ZA BARUA ZA KAWAIDA zifuatazo zinatumiwa kufanya mambo mawili:**

- Kuamua kwamba mtu binafsi (au mpangaji anayetarajiwa) ametimiza masharti chini ya sheria kwa ajili ya mabadiliko/marekebisho yanayofaa, na
- Kuthibitisha kuwa kile kinachoombwa kinalingana na mahitaji yanayohusiana na mtu(watu) na ulemavu wao.

*\* Barua hizi za kawaida ziliundwa na Mradi wa Makazi ya Haki wa CVOEO. Wasiliana na mpango huu moja kwa moja katika 802-660-3455 Kiendelezi cha 106 au [www.cvoeo.org/fhp](http://www.cvoeo.org/fhp)*

# OMBI LA MABADILIKO YANAYOFAA YA SERA AU MBINU YA MAKAZI

DATE: \_\_\_\_\_

RE: Request for accommodation of policy at \_\_\_\_\_  
ADDRESS

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I qualify as an individual with a disability as defined by federal and state fair housing laws.

You have a building located at (ADDRESS) \_\_\_\_\_ where I am requesting a reasonable accommodation because of my disability. The particular policy or practice for which my accommodation is requested is (POLICY OR PRACTICE) \_\_\_\_\_

Because of my disability, that policy would restrict my ability to use and enjoy a home in that building. In accordance with my rights under federal and state fair housing laws, I am requesting that you make an accommodation for me regarding the policy referred to above and allow me to (ACCOMMODATION REQUESTED) \_\_\_\_\_

Please respond in writing, within 10 working days, to my request for the above accommodation.

Thank you in advance for your attention to this important matter.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

## **Certification by Medical Professional, Care Giver, or Person who has Professional Knowledge of the Tenant's Disability**

The accommodation requested above by (NAME OF TENANT) \_\_\_\_\_  
is consistent with needs associated with this individual's disability.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME and TITLE

\_\_\_\_\_  
DATE

# KUOMBA MAREKEBISHO YANAYOFAA

DATE: \_\_\_\_\_

RE: Request for a reasonable modification at \_\_\_\_\_  
ADDRESS

Dear \_\_\_\_\_,  
NAME OF PROPERTY OWNER/MANAGER

I qualify as an individual with a disability as defined by federal and state fair housing laws.

You have a building located at (ADDRESS) \_\_\_\_\_ where I am requesting a reasonable modification because of my disability. The particular barrier or impediment that prompts my modification request is (BARRIER OR IMPEDIMENT) \_\_\_\_\_

Because of my disability, the barrier or impediment would restrict my ability to use and enjoy a home in that building.

In accordance with my rights under federal and state fair housing laws, I am requesting that you make or allow the following modification of (MODIFICATION REQUESTED) \_\_\_\_\_

Please respond in writing, within 10 working days, to my request for the above accommodation.

Thank you in advance for your attention to this important matter.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

## **Certification by Medical Professional, Care Giver, or Person who has Professional Knowledge of the Tenant's Disability**

The accommodation requested above by (NAME OF TENANT) \_\_\_\_\_  
is consistent with needs associated with this individual's disability.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME and TITLE

\_\_\_\_\_  
DATE

# UTHIBITISHO WA HALI YA MTU ALIYE NA ULEMAVU

In federal civil rights laws the definition of disability includes:

A physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

"... Physical or mental impairment means: Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; or any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.

Physical or mental impairment includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech, and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism."

[28 CFR § 35.108](#)

As a medical/social service professional with a knowledge necessary to make such a determination, I certify that \_\_\_\_\_ (NAME OF INDIVIDUAL) qualifies as an individual with a disability as defined above.

[ \* IMPORTANT: Do NOT reveal the specific NATURE OR SEVERITY of the individual's disability. ]

The accommodation requested above by my client, is consistent with the individual's needs associated with their disability.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

# BARUA YA KAWAIDA YA OMBI LA MAREJESHO YA AMANA YA DHAMANA

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
NAME OF LANDLORD

RE: Return of security deposit.

Dear \_\_\_\_\_:  
NAME OF LANDLORD

It has been more than 14 days since I notified you that I have moved out of your rental unit at \_\_\_\_\_ . I still have not received my security deposit back or a written itemized list of deductions.  
ADDRESS

Pursuant to chapter 137, section 4461 of the Vermont state statutes, if a landlord fails to return a security deposit and/or a written list of deductions within 14 days from the date the landlord discovers that the tenant had vacated the unit, or the date the tenant gives the landlord notice that they have vacated the unit, the landlord forfeits the right to keep any of the deposit. Furthermore, "if the failure is willful, the landlord shall be liable for double the amount wrongfully withheld, plus reasonable attorney's fees and costs."

I request that you return my deposit to me at once. You may mail it to the following address:  
I thank you in advance for complying with the law.

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
MAILING ADDRESS

# UFICHUZI WA RANGI YENYE SUMU YA RISASI

Lessor = Landlord

Lessee = Renter

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

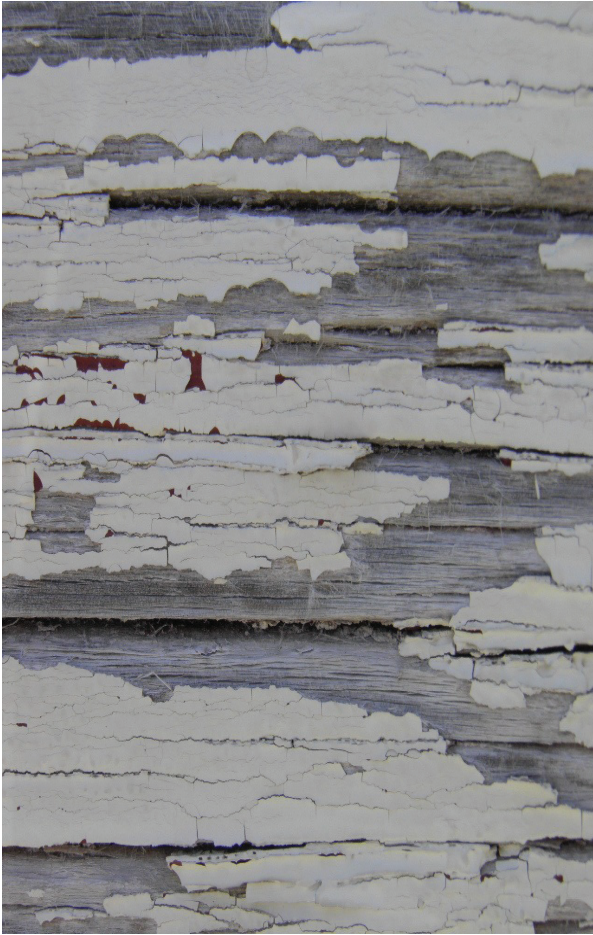
### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



# Notice to Occupants



Promptly report all deteriorated paint or visible paint chips to the Owner or Owner's agent. This means any paint on the inside and outside of this building that is chipping, peeling, chalking, flaking, cracking, or damaged. It also includes any visible paint chips on the ground.

## Prevent Lead Poisoning

Name of Owner or

Owner's Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

18 V.S.A. § 1759

December 2016

# BARUA YA KAWAIDA YA USIMAMISHAJI WA UKODISHAJI KWA KUTOLIPA KODI

## **\*\*SAMPLE NOTICE\*\*** **DO NOT MAKE CHANGES TO THE LANGUAGE**

Termination for Nonpayment of Rent

Date: \_\_\_\_\_

Dear \_\_\_\_\_:

You are hereby notified that your tenancy at [address]\_\_\_\_\_ is terminated on [date] \_\_\_\_\_.

Your tenancy is terminated for nonpayment of rent. As of the date of this letter, you owe \$\_\_\_\_\_ in back rent.

You can prevent the termination of your tenancy for nonpayment of rent if you pay all of the rent that is owed prior to the termination date mentioned above. This payment must include rent through the end of the rental period in which payment is made or tendered.

Landlord reserves all rights to receive and accept partial payment of rent without waiving any of landlord's legal remedies or rights to commence and/or prosecute an eviction action.

This notice is independent of any other notices to quit you may receive or have received. This notice does not extend or alter times or obligations stated in other notices to quit.

Sincerely,

[Landlord Name]

Notice Received by:

\_\_\_\_\_  
Tenant Name: \_\_\_\_\_ date

# ORODHA HAKIKISHI YA UKAGUZI

## INSPECTION CHECK-LIST

Landlord/Property Manager Name:

Amount of Security Deposit:

Tenant Name:

Date paid:

Address of Rental Unit:

This form is designed to assist in recording the condition of a rental unit upon moving in and moving out. To be most useful, it should be filled out in the presence of the property owner and the tenant, and each should retain a signed and dated copy. For each line item, either check "OK" or describe any problems present.

	Move-In Condition		Move-Out Condition	
<b>Kitchen</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
General Cleanliness				
Sink				
Counters				
Light fixtures				
Cabinets				
Oven/range				
Refrigerator				
Outlets				
Walls & Ceilings				
Floor				
Windows				
Other (describe)				
<b>Bathroom</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
General Cleanliness				
Toilet				
Sink				
Tub or Shower				
Mirror				
Waterproof floor				
Walls and Ceiling				
Outlets				
Window or fan				
Other (describe)				

	Move-In Condition		Move-Out Condition	
<b>Living Room</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light fixtures				
Outlets				
Windows				
Other (describe)				
<b>Bedroom #1</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				
<b>Bedroom #2</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				
<b>Bedroom #3</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				

	Move-In Condition		Move-Out Condition	
<b>Other Room:</b>	OK	<b>If not OK, describe problems</b>	OK	<b>If not OK, describe problems</b>
General Cleanliness				
Walls & Ceiling				
Floor/Carpet				
Light Fixtures				
Windows				
Other (describe)				
<b>Miscellaneous</b>	OK	<b>If not OK, describe problems</b>	OK	<b>If not OK, describe problems</b>
Heating system				
Water pressure				
Entry doors				
Lock				
Smoke detector				
Fire extinguisher				
Other (describe)				

**Use the space below to note any disagreements to the checklist:**

I was present at the time of the inspection, and agree with this checklist, except as noted in the space above.

**Move-In:**

**Move-Out:**

Date:

Landlord Signature:

Tenant Signature:



# Household Budget

Category	Periodic expense (Expenses that are not monthly, but they come up periodically throughout the year)	Annual cost estimate (how much does this cost per year?)	Monthly cost estimate (Divide annual cost by 12)
<b>Transportation</b>	Bus pass		
	Car registration		
	Car inspection		
<b>Home</b>	Heating fuel (if not a fixed cost)		
	Rental/home insurance (if not escrowed in mortgage)		
	Furniture or appliances		
<b>Family</b>	Dental (not including premium)		
	Other health costs (not including premium)		
	Children's clothes & shoes		
	Adult clothes & shoes		
	Holidays & gifts		
	School expenses		
	School field trips		
<b>*Total Cost Estimate</b>			

# MAELEZO YA FCC KUHUSIANA NA ANTENA ZA SATELAITI

*Kama ilivyoelekezwa na Bunge katika Kifungu cha 207 cha Sheria ya Mawasiliano ya Simu ya 1996, Tume ya Mawasiliano ya Shirikisho ilipitisha sheria ya Vifaa vya Antena Pasivaya (Over-the-Air Reception Devices, "OTARD") kuhusu vikwazo vya serikali na visivyo vya kiserikali juu ya uwezo wa watazamaji kupokea ishara za vipindi vya video kutoka kwa satelaiti za utangazaji wa moja kwa moja ("DBS"), watoa huduma za redio za bendi pana (awali ilijulikana kama huduma ya usambazaji wa vituo vingi kutoka sebemu moja MMDS), na vituo vya utangazaji vya televisheni ("TVBS"). Kanuni ya (47 C.F.R. Kifungu cha 1.4000) kilianza kutumika mnamo Oktoba 1996.*

Sheria ya OTARD ya FCC inalinda haki za wamiliki wa mali au wapangaji kufunga, kudumisha au kutumia antenna kupokea vipindi vya video kutoka kwa satelaiti za utangazaji wa moja kwa moja, huduma za redio za bendi pana, na vituo vya utangazaji vya televisheni katika maeneo yaliyo chini ya matumizi binafsi ya mmiliki au mpangaji. Sheria ya OTARD pia inatumika kwa antena fulani za wateja ambazo hupokea na kusambaza ishara pasivaya zisizobadilika. Kuna hali za kipekee katika sheria ya OTARD, ikiwa ni pamoja na masharti ya usalama na uhifadhi wa maeneo ya kihistoria.

Chini ya sheria ya OTARD, mmiliki au mpangaji ana haki ya kufunga antena kwenye mali ambayo anamiliki au ambayo ana matumizi au udhibiti wa binafsi. Hii ni pamoja na nyumba za familia moja, nyumba za miliki bia, vyama vya ushirika, nyumba za miji na nyumba zinazotengenezwa viwandani. Katika hali ya nyumba za miliki bia, vyama vya ushirika na mali ya kukodisha, sheria inatumika kwa maeneo ya "matumizi ya binafsi", kama vile mahali palipoinuka pa nyumba, roshani au uani. "Matumizi ya binafsi" inamaanisha eneo la mali ambayo wapangaji pekee na wageni wao wanaweza kuingia na kutumia. Ikiwa eneo hilo linashirikiwa na wengine au kufikika bila ruhusa ya mpangaji, halizingatiwi kuwa eneo la matumizi ya binafsi.

*Sheria ya OTARD baitumiki kwa maeneo ya jumla ambayo yanamilikiwa na mpangishaji, chama cha jamii, au kwa pamoja na wamiliki wa nyumba za miliki bia. Maeneo haya ya jumla yanaweza kujumuisha paa au kuta za nje za jengo la makazi mengi.*

Chini ya hali fulani, ikiwa antena ya jumla inapatikana kwa matumizi ya wakazi, basi chama cha jamii au mpangishaji anaweza kuzuia ufungaji wa antena au satelaiti zinazomilikiwa na mtu binafsi. Hata hivyo, ubora wa ishara kutoka kwa antena ya jumla lazima iwe bora kama ilivyo na ishara kutoka kwa antena au satelaiti inayomilikiwa na mtu binafsi, na gharama za kutumia antena ya jumla hazifai kuzidi gharama za antena au satelaiti inayomilikiwa na mtu binafsi.

Vikwazo vinavyozuia au kuchelewesha ufungaji, matengenezo au matumizi ya antena zinazoangaziwa na sheria hii ni marufuku. Kwa mfano, katika hali nyingi, masharti ya kupata idhini kabla ya kufunga antena ni marufuku.

Vikwazo muhimu ili kuzuia uharibifu wa mali ya kukodisha vinaruhusiwa, mradi tu vikwazo hivyo vinafaa. Kwa mfano, kikwazo kwenye mkataba wa ukodishaji ambacho kinakataza wapangaji kuharibu sakafu ya roshani wakati wa kufunga antena huenda kikaruhusiwa.

Chama, mpangishaji au serikali ya mitaa inaweza kuweka vikwazo fulani wakati kuna wasiwasi wa usalama au wakati eneo la kihistoria linahusika. Mfano wa kikwazo kinachoruhusiwa cha usalama ni kuhitaji kwamba antena ifungwe kwa uthabiti ili isilegezwe na kuanguka. Vikwazo vya kiusalama lazima viandikwe kwa uangalifu ili visiwe mzigo kuliko inavyofaa ili kushughulikia madhumuni halali ya usalama.

FCC inahitaji antena pasivaya zisizobadilika zinazoweza kupokea na kusambaza huduma za sauti na data kukidhi miongozo fulani kuhusu mipaka ya mfiduo wa mionzi na viwango vya mazingira. Kwa sababu ya miongozo hii, masharti ya kutaka antena pasivaya zisizobadilika zifungwe na wataalamu yanaruhusiwa.

Ikiwa unaamini kikwazo cha antena hakifai, kwanza jaribu kutatua suala hilo na mtu, chama, mpangishaji au serikali ya mitaa iliyoweka kikwazo hicho. Ikiwa huwezi kutatua suala hilo moja kwa moja, unaweza kuwasilisha Ombi la Uamuzi wa Uhalali kwa FCC au mahakama inayofaa ya mamlaka.

**Maelezo zaidi:** <https://www.fcc.gov/consumers/guides/installing-consumer-owned-antennas-and-satellite-dishes>

**Chanzo:** Tume ya Mawasiliano ya Shirikisho



## BIMA YA MALI ZA UKODISHAJI

Bima nyingi hushughulikia nyumba zinazokaliwa na wamiliki. Wakati huishi katika nyumba moja na mpangaji wako au unamiliki nyumba nyingine ambayo unakodisha mara kwa mara, unahitaji bima tofauti.

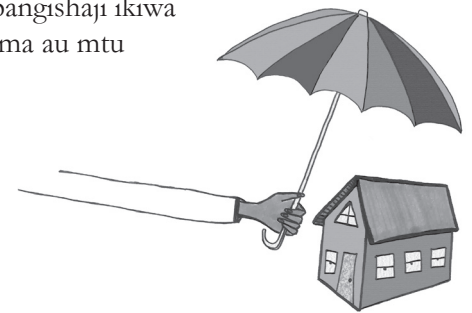
Bima za nyumba za kukodisha zina majina mbalimbali kulingana na kampuni. Lakini kwa ujumla zinarejelewa kama bima za makazi, na ziko katika makundi matatu: DP-1, DP-2 na DP-3.

- **Bima ya DP-1** ni bima ya msingi na inashughulikia mambo rahisi kama vile moto na uharibifu.
- **Bima ya DP-2** ni pana. Inashughulikia hatari zilizotajwa kama vile uharibifu unaotokana na dhoruba ya upepo, mvua ya mawe, moto au uharabu. Nyingi hata hujumuisha masharti ya kugongwa (yaani; gari likigonga nyumba yako).
- **Bima ya DP-3** ni bima ya ‘aina maalum’ au ‘hatari zote’. Isipokuwa hatari imeachwa nje kimahususi, inashughulikiwa.

Mawakala wengi wa bima wanapendekeza wapangishaji wachukue bima ya DP-3. Bima zingine zinatoa kile kinachoitwa **bima za ulinzi wa mpangishaji**. Hushughulikia mambo kama vile bima ya uharibifu wa vifaa kwa vitu kama vile bwela na tanuri.

Jambo lingine la kuzingatia bima ni upotezaji wa mapato ya kukodisha, ikiwa jengo litalazimika kutokuwa na wapangaji kwa ajili ya matengenezo. Mara nyingi, wamiliki wa nyumba wanafikiri kwamba ikiwa nyumba yao haina wakaaji kwa sababu mpangaji amehama au kufukuzwa, wanaweza kufanya madai ya kupoteza mapato ya kukodisha. Hilo si kweli. Lazima kuwe na hasara inayoshughulikiwa ambayo inakufanya upoteze mapato wakati mali inarekebishwa.

Hakikisha pia kuwa una **bima ya kutosha ya dhima**. Bima ya dhima hulinda wapangishaji ikiwa watashtakiwa kwa hasara, kama vile kuanguka ndani ya nyumba, kuumwa na mnyama au mtu kujikwa kwenye njia ya kando yenye unyevu..



## BIMA YA MPANGAJI

### MBONA UWE NA BIMA YA MPANGAJI?

Unapokodisha nyumba, bima ya mpangishaji wako ya umiliki wa nyumba inapaswa kufidia uharibifu wa jengo, kumaanisha muundo wenyewe. Lakini bima ya wamiliki wa nyumba inashughulikia tu jengo lao na sio vitu vyako. Hii ndio sababu unapaswa kuwa na bima ya mpangaji. Kununua vitu vipya au kujitetea dhidi ya kesi ya dhima ikiwa mtu amejeruhiwa katika nyumba yako ya ukodishaji kunaweza kusababisha hasara kubwa kwa pesa zako. Idara ya Udhhibiti wa Fedha ya Vermont ina maelezo ya ziada kuhusu bima ya wapangaji zaidi ya maelezo ya kimsingi yanayotolewa hapa chini: <https://dfv.vermont.gov/consumers/explore-insurance/home>

### NINI HUSHUGHULIKIWA?

Bima za mpangaji kwa kawaida hulipa hasara kwa vitu vyako vya binafsi kutoka kwa aina 17 za hatari: moto au radi, dhoruba ya upepo au mvua ya mawe, mlipuko, ghasia au rabsha za umma, ndege, magari, moshi, uharabu au uharibifu wenye nia mbaya, wizi, uharibifu unaosababisha na kioo au nyenzo za ung'arishaji ambazo ni sehemu ya jengo, mlipuko wa volkano, vitu vinavyoanguka, uzito wa barafu, theluji au mvua ya theluji, uharibifu unaohusiana na maji kutoka kwa huduma za nyumbani na uharibifu wa kuongezeka kwa umeme. Kumbuka kuwa mafuriko na mitetemo ya ardhi *hazishughulikivi*.

Bima za wapangaji zitagharamia “thamani halisi ya pesa” (ACV) au “gharama ya kubadilisha vitu.” Bima ya ACV italipa tu kiasi cha thamani ya kitu wakati kilipoharibiwa au kuibiwa. Gharama ya kubadilisha vitu italipia gharama halisi ya

# BIMA YA MPANGAJI

kubadilisha bidhaa ulizopoteza. Kwa kawaida, itakubidi ulipe mwenyewe ili kubadilisha vitu vyako vilivyoharibiwa na uwasilishe risiti kwa mkaguzi wa madai ili ulipwe. Bima ya kubadilisha vitu itagharimu zaidi katika malipo, lakini pia itakulipa zaidi ikiwa utahitaji kufanya dai.

Ikiwa nyumba yako itakosa uwezo wa kukalika kwa sababu ya moto, mabomba kupasuka au kwa sababu nyingine yoyote ambayo inagharamiwa na bima yako, bima ya mpangaji italipa “gharama zako za ziada za maisha.” Kwa ujumla, hiyo inamaanisha kukulipia ili uishi mahali pengine, kama vile nyumba nyingine inayolipishwa kiwango sawa na nyumba yako ya asili, kwa muda mahususi au hadi kikomo cha jumla.

Ulinzi wa dhima pia ni kawaida na bima nyingi za mpangaji. Hii inamaanisha kuwa ikiwa mtu katika nyumba yako atajikwa na aanguke, utagharimiwa kwa gharama yoyote, hadi kikomo chako cha dhima. Na ikiwa mtu huyu ataamua kukushtaki, utalipwa kwa kile anachoshinda katika hukumu ya mahakama hadi kikomo cha bima yako, pamoja na gharama za kisheria.

## ITAGHARIMU PESA NGAPI?

Kama ilivyo na bima nyingine yoyote, malipo yako yanategemea mambo kadhaa: mahali unapoishi, makato yako, kampuni yako ya bima na ikiwa unahitaji bima yoyote ya ziada. Hata hivyo, ikiwa hauhitaji bima yoyote ya ziada kwa vitu vya bei ghali au kompyuta, na ukiulizia bima nyingi, utalipa kati ya \$15 na \$30 kwa mwezi. Bima za mpangaji kwa kawaida hugharimu chini ya bima za mwenye nyumba. Baadhi ya vipengele vya malipo vitakuwa nje ya udhibiti wako (kama vile mahali unapoishi au vifaa ambavyo vimetengeza jengo lako), lakini kuna njia ambazo unaweza kupunguza malipo yako, kama vile kuchagua bima yenye makato ya juu.

Ikiwa unamiliki mnyama kipenzi, hakikisha uharibifu kutoka kwa mnyama wako umejumuishwa katika bima yako. Kumbuka kwamba baadhi ya makampuni ya bima huenda yasitoe bima kwa wamiliki wa spishi fulani ya mbwa au ikiwa mnyama wako kipenzi amesababisha uharibifu wa mali au watu hapo awali.

Punguzo zingine zinazopatikana zitategemea kampuni yako ya bima -- hakikisha umeuliza inatoa punguzo gani. Kampuni nyingi hutoa punguzo kwa kuwa na “vifaa vya ulinzi,” ikiwa ni pamoja na vigunduzi moshi na moto, kengele za wizi na vizima moto. Kampuni zingine zinaweza kutoa punguzo kwa wamiliki wa bima ambao wana zaidi ya miaka 55 na waliostaafu. Kampuni zingine zinaweza kutoa punguzo ikiwa utapata bima ya pamoja ya upangaji na gari.

## KUSHUGHULIKIA DAI

- Ijulisha kampuni au wakala wako wa bima mara moja kuhusu hasara yako.
- Unda orodha ya kina na maelezo ya uharibifu, ikiwa ni pamoja na kujumuisha picha kama inawezekana. Kusanya hundi zako zilizolipwa, risiti na hati zingine ili kumsaidia mkaguzi kuweka thamani ya kitu kichoharibika au kuharibiwa.
- Kagua bima yako. Ikiwa huwezi kupata bima yako, muulize wakala au kampuni ya bima yako ikutumie nakala.
- Usifanye matengenezo ya kudumu kabla ya mkaguzi wa bima kukagua nyumba yako. Fanya matengenezo ya muda tu ili kulinda nyumba yako dhidi ya uporaji au uharibifu zaidi. Kampuni ya bima inaweza kukunyima dai lako ikiwa utafanya matengenezo ya kudumu kabla ya mkaguzi kukagua uharibifu.
- Ikiwezekana, unafaa kuwepo wakati wa ukaguzi wa mkaguzi wa bima na uandike maelezo kuhusu mambo mnayojadili.
- Weka madokezo mazuri kwa mawasiliano yote unayofanya na mkaguzi au kampuni yako ya bima. Kumbukumbu nzuri zinaweza kuunga mkono suala lako ikiwa unataka kuwasilisha malalamiko kuhusu uamuzi wa kampuni ya bima au kuupinga mahakamani.
- Usikubali malipo ya mwisho ya dai hadi uridhike kuwa ni ya haki. Una haki ya kupata makadirio huru ukipendelea.

# KIAMBATISHO CHA B: NYENZO

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[Mipango mingine katika kaunti za Addison, Chittenden, Franklin na Grant Isle](#)

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## CHAMPLAIN VALLEY OFFICE OF ECONOMIC OPPORTUNITY

www.cvoeo.org • 802-862-2771 • 1-800-287-7971 (Voice/TDD)  
255 S. Champlain St., P.O. Box 1603, Burlington, VT 05402

### CVOEO STATEWIDE HOUSING ADVOCACY PROGRAMS

#### VERMONT TENANTS

- Simu ya dharura na huduma za ufuatiliaji zenye maelezo, usaidizi, na rufaa kwa wapangaji na watu wanaotafuta makazi
- Warsha za elimu na Vyeti vya Mpangaji Anayependelewa
- Video/warsha zilizofasiriwa na nyenzo zilizotafsiriwa

#### Vermont Tenants Hotline

802-864-0099 or 1-800-287-7971

vtenants@cvoeo.org

#### Workshops

802-660-3455 x205

classcoord@cvoeo.org

#### FAIR HOUSING PROJECT

- Mashauriano, rufaa, na utetezi kwa watu wanaobaguliwa
- Warsha za elimu, mafunzo kwa watoa huduma za makazi na huduma
- Uhamasishaji wa umma na matukio ya jamii
- Usaidizi wa kupanga kwa manispaa ili kukuza makazi jumuiishi ya bei nafuu

802-660-3335 x106

fhp@cvoeo.org

#### MOBILE HOME PROGRAM

- Simu za dharura na huduma za ufuatiliaji zilizo na maelezo, usaidizi na rufaa kwa wakaazi wa maeneo ya nyumba zilizotengenezwa kiwandani
- Ushauri wa kufahamu haki zako na upangaji wa jumuiya
- Usaidizi wa maendeleo ya ushirika na uuzaji wa maeneo, kufungwa kwa maeneo, na upatanishi wa kodi ya ploti

#### Mobile Home Program Hotline

802-660-3455 x204

mhp@cvoeo.org

**COMMUNITY ACTION NETWORK:** Hutoa huduma mbalimbali kwa watu kote katika Champlain Valley, ikiwa ni pamoja na usaidizi wa kifedha wa makazi, uratibu wa huduma za makazi, usaidizi wa gharama za mfumo wa kuongeza joto na huduma za nyumbani, VITA utarishaji wa ripoti za ushuru, 3SquaresVT, Farm to Family Kuponi, na uhamasishaji wa kijamii na usaidizi kwa watu wanaokabiliwa na ukosefu wa makazi na wanajamii wengine wenye mahitaji.

#### Addison Community Action

54 Creek Road, Suite A

Middlebury, VT 05753

802-388-2285

#### Chittenden Community Action

255 South Champlain St.

Burlington, VT 05401

802-863-6248

#### Franklin/Grand Isle C.A.

5 Lemnah Drive

St. Albans, VT 05478

802-527-7392

**CHAMPLAIN VALLEY HEAD START:** Huduma za kina kwa wajawazito, watoto kuanzia wanapozaliwa hadi miaka mitano, na familia zao. 802-651-4180

**FINANCIAL FUTURES PROGRAMS:** Hutoa nyenzo muhimu kwa wateja wanapojitahidi kufikia malengo yao binafsi ya kifedha. Wateja wanasaidiwa kupitia mipango minne tofauti: Uwezeshaji wa Kifedha kwa Wamarekani Wapya, Ukuzaji wa Biashara Ndogo, Fedha za Binafsi, na Mafunzo kuhusu Nishati na Fedha (GreenSavingSmart). 802-860-1417 x121

**FOOD ACCESS NETWORK:** Mashirika ya kutoa chakula katika Burlington, Middlebury, na St. Albans, mipango ya kuagiza mtandaoni, uwasilishaji wa chakula na chakula kilichopikwa. **Burlington**, 802-658-7939; **Middlebury**, 802-388-2285; **St. Albans**, 802-527-7392

**SAMARITAN HOUSE/TIM'S HOUSE:** Makao ya dharura na huduma za usaidizi kwa watu wanaokabiliwa na ukosefu wa makazi katika Kaunti za Franklin na Grand Isle. 802-527-0847

**VOICES AGAINST VIOLENCE/LAURIE'S HOUSE:** Usaidizi na utetezi kwa waathiriwa/wanusurika wa dhuluma za kinyumbani na kingono na watoto wao katika Kaunti za Franklin na Grand Isle. 802-524-8538

**WEATHERIZATION:** Huduma mbalimbali kwa wamiliki wa nyumba na wapangaji ili kuboresha matumizi bora ya nishati na faraja nyumbani, na kupunguza bili za mfumo wa kuongeza joto. 800-545-1084

## COMMUNITY ACTION OFISI NJE YA CHAMPLAIN VALLEY

### BENNINGTON/RUTLAND OPPORTUNITIES COUNCIL (BROC)

[BROC](#) inafanya kazi kubadilisha hali zinazosababisha umaskini au kuzuia umalizaji. Community Action husaidia wakazi wa Vermont wenye kipato cha chini kwa mahitaji ya msingi, pamoja na kuwasaidia kukuza ujuzi na nyenzo kwa ajili ya kujitegemea kupitia fursa za ajira. *Huduma zinajumuisha:* Usaidizi wa Jumla, Usaidizi wa Gesi na Huduma, Usaidizi wa Makazi, Utetezi na Uhamasishaji, Mbinu za Kuboresha Matumizi ya Nishati, Makazi ya Kupangisha, Jen's Motel, Duka la Uhisani, Mashirika ya Kutoa Chakula, Huduma za Chakula na Lishe, Mpango wa Chakula cha Malezi ya Mtoto, Maendeleo ya Biashara Ndogo, Elimu ya Fedha, Mafunzo ya Ajira.

Rutland Office (Admin)  
45 Union St.  
Rutland, VT 05701  
802-775-0878  
1-800-717-2762

Bennington Office  
332 Orchard Rd.  
Bennington VT, 05201  
802-447-7515  
[www.broc.org](http://www.broc.org)

### CAPSTONE COMMUNITY ACTION

[Capstone](#) hutoa huduma za kina ili kusaidia watu kufikia ustawi wa kifedha kwa heshima na huendeleza ushirikiano ili kuimarisha jumuiya za Vermont. Ahadi yetu ni kupunguza mateso yanayosababishwa na umaskini, kushirikiana na watu binafsi na familia ili kumaliza umaskini, na kutetea haki ya kiuchumi kwa wakazi wote wa Vermont. *Huduma zinajumuisha:* Mipango ya Chakula na Lishe, Usaidizi wa Kuongeza Joto na Huduma za Nyumbani, Ushauri na Huduma za Makazi, Mpango wa Chakula cha Malezi ya Mtoto, Ziara Zinazosimamiwa za Watoto, Kituo cha Kusoma na Kuandika kwa Familia, Head Start, Chuo cha Mapishi cha Jumuiya, Mafunzo ya Kazi, Mpango wa Maendeleo ya Biashara Ndogo, Mpango wa Utayarishaji wa Ripoti za Ushuru, Msaada wa Usafiri.

20 Gable Place  
Barre, VT 05641  
802-479-1053  
[www.capstonevt.org](http://www.capstonevt.org)

### NORTHEAST KINGDOM COMMUNITY ACTION

Kupitia kuamini katika uwezo wa kila mtu kwa maendeleo na mabadiliko chanya, [NEKCA](#) imejitolea kuwawezesha wale wanaotafuta usaidizi ili kuboresha maisha yao. Tunatoa shughuli za moja kwa moja za mpango, rufaa, utetezi, na elimu kwa njia isiyo hukumu kwa watu na jumuiya ya Northeast Kingdom. *Huduma zinajumuisha:* Head Start, Huduma za Vijana, Duka la Uhisani, Mafunzo ya Kazi, Huduma za Msaada wa Malezi ya Mtoto, Kituo cha Rasilimali za Taarifa za Mzazi, Mfanyakazi na Muuguzi wa Usaidizi wa Familia, Vituo vya Wazazi na Watoto, Mashirika ya Kutoa Chakula, usaidizi wa gesi wakati wa mgogoro, usaidizi wa kukatwa kwa umeme, Mpango wa Maendeleo ya Biashara Ndogo (MBDP), Mipango ya Jumuiya na Haki.

70 Main St.  
Newport, VT 05855  
802-334-7316  
[nekcavt.org](http://nekcavt.org)

### SOUTH EASTERN VERMONT COMMUNITY ACTION

[SEVCA](#) iliundwa mnamo mwaka wa 1965 kama sehemu ya 'Vita dhidi ya Umaskini' nchini kote na kusajiliwa kama Shirika la Usaidizi wa Jumuiya (CAA) - shirika la kibinafsi lisilo la faida, lililoanzishwa na kusimamiwa katika eneo, na kuteuliwa na maafisa wa serikali za mitaa, jimbo na shirikisho kama 'wakala wa kupambana na umaskini' linalohudumia Kaunti za Windham na Windsor. *Huduma zinajumuisha:* Mafunzo na Maendeleo ya Wafanyakazi, Mpango wa Usaidizi wa Bila Malipo wa Kuripoti Kodi ya Mapato (VITA), Mpango wa Biashara Ndogo, Usaidizi wa Mgogoro wa Gesi na Huduma za Nyumbani, Ushauri wa Makazi, Utatuzi wa Mgogoro, Head Start, Huduma za Uzazi, Jinsi ya Kupunguza Gharama za Mfumo wa Kuongeza Joto, Maduka ya Uhisani.

91 Buck Drive  
Westminster, VT 05158  
802-722-4575  
1-800-464-9951  
[www.sevca.org](http://www.sevca.org)

## USAIDIZI WA KISHERIA

### HUDUMA YA RUFAA YA MAWAKILI

Huhifadhi orodha ya mawakili wa kibinafsi katika Vermont ambao wameonyesha nia katika masuala ya wapangishaji/wapangaji. Ada ya hadi \$25 kwa mashauriano ya nusu saa ya kwanza. Ada zinatozwa kulingana na viwango vya wakili binafsi baada ya nusu saa ya kwanza.

1-800-639-7036

<https://www.vtbar.org/find-a-lawyer>

### HUDUMA ZA USHAURI NA USAIDIZI WA KISHERIA - MAPATO YA CHINI

- Bennington County Legal Assistance Project 802-447-8500
- Vermont Volunteer Lawyers Project (statewide) 800-639-8857 x118
- Windsor/Orange Legal Assistance Project 802-223-2020
- Windham County Legal Assistance Project 802-223-2020

[Orodha ya Huduma ya Bila Malipo ya Kisheria ya Mawakili wa Vermont](#)

### HUDUMA ZA USHAURI NA USAIDIZI WA KISHERIA - ZINAPATIKANA KWA KILA MTU

- Caledonia County Legal Clinic - 802-748-6600
- [Kituo cha Haki ya Urejeshaji wa Jumuiya](#) (Caledonia) - 802-748-2977
- Rutland Pilot Project - 802-223-2020
- Washington County Legal Clinic - 802-479-4205
- [Huduma ya Ushauri na Usaidizi wa Kisheria ya South Royalton](#) - 802-831-1500

### VERMONT LANDLORD ASSOCIATION

Muungano wa wafanyabiashara unaowakilisha wapangishaji wa kibiashara na wa makazi katika jimbo la Vermont.

P.O. Box 701

5203 Shelburne Road

Shelburne, VT 05482

[www.vtlandlord.com](http://www.vtlandlord.com)

802-985-2764

888-569-7368

### VERMONT LEGAL AID LEGAL SERVICES VERMONT

Ofisi katika jimbo lote zinazotoa ushauri kwa wapangaji wanaostahiki kifedha katika nyanja zote za matatizo ya mpangishaji/mpangaji na uwakilishi katika hatua za mahakama.

800-889-2047

[www.vtlegalaid.org](http://www.vtlegalaid.org)

[www.vtlawhelp.org](http://www.vtlawhelp.org)

### U.S. ATTORNEY'S OFFICE, DISTRICT OF VERMONT

Ili kuwasilisha malalamiko ya Makazi ya Haki, hasa dhuluma ya kingono katika makazi:

Email [usavt.ContactUs1@usdoj.gov](mailto:usavt.ContactUs1@usdoj.gov) or

Visit <https://www.justice.gov/usao-vt/civil-division>

### U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

Ili kuwasilisha malalamiko ya Makazi ya Haki katika makazi yenye ruzuku ya HUD:

Call 1-800-827-5005 or 617-994-8200 or

Visit [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

## UKAGUZI WA KANUNI YA MAKAZI NA USALAMA WA MAISHA

### OFISI ZA UTEKELEZAJI WA KANUNI ZA MANISPAA

[Barre City](#) (802) 477-7833

[Bennington](#) 802-442-1037

[Brattleboro](#) 802-254-4831

[Burlington](#) 802-863-0442

[Hartford](#) 802-295-3232

[Montpelier](#) 802-233-9504

[Putney](#) 802-387-4372

[Rutland](#) 802-773-1800

[South Burlington](#) 802-846-4110

[St. Albans](#) 802-524-2132

[Winooski](#) 802-655-6410

### MAAFISA WA AFYA WA MJI

Hufanya ukaguzi kwa utiifu wa Kanuni ya Afya ya Makazi ya Vermont na inaweza kupatikana ama kwa kupiga simu ofisi za mji wako au kwenye tovuti ya Idara ya Afya ya Vermont katika:

<https://www.healthvermont.gov/environment/town-health-officers>

802-863-7220, [AHS.VDHTHO@Vermont.gov](mailto:AHS.VDHTHO@Vermont.gov)

### IDARA YA USALAMA WA UMMA YA VERMONT, KITENGO CHA USALAMA WA MOTO

Ukaguzi wa usalama wa Moto, Umeme na Mabomba.

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

802-479-7561 au 1-800-640-2106

Ili kuwasilisha malalamiko mtandaoni au kupakua fomu ya malalamiko, tembelea [https://firesafety.vermont.gov/rental\\_housing\\_healthandsafety](https://firesafety.vermont.gov/rental_housing_healthandsafety)

### IDARA YA AFYA YA VERMONT

Mbali na kusimamia Maafisa Afya wa Mji, [Idara ya Afya ya Mazingira](#) husaidia katika masuala ya ubora wa maji, maji taka, sumu ya risasi, asbestosi na matatizo mengine yanayohusiana na afya ya umma.

<http://healthvermont.gov/>

1-800-464-4343

## OFISI ZA ZIADA ZA JIMBO LA VERMONT

### OFISI YA MWANASHERIA MKUU, MPANGO WA MSAADA WA WATUMIAJI

[Mpango wa Msaada wa Watumiaji](#) husaidia katika utatuzi wa malalamiko ya watumiaji. Huchunguza wakati kuna malalamiko kadhaa dhidi ya biashara ile ile.

<https://www.uvm.edu/consumer/>

1-800-649-2424

### TUME YA HAKI ZA BINADAMU YA VERMONT

[Tume ya Haki za Binadamu](#) inalinda watu dhidi ya ubaguzi katika makazi, utawala wa serikali, ajira na malazi ya umma.

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

1-800-416-2010

### IDARA YA UTUMISHI WA UMMA YA VERMONT, MASUALA YA WATUMIAJI NA IDARA YA HABARI YA UMMA

[Kitengo cha Masuala ya Watumiaji](#) kinashughulikia maswali kuhusu mbinu za ukusanyaji, ukataji na amana za huduma za nyumbani kwa watumiaji wa huduma kama vile umeme, simu, televisheni za kebo na gesi asilia ya bomba.

<https://publicservice.vermont.gov/publications-resources/consumers>

1-800-622-4496

\*\*Zinapatikana mtandaoni katika: [legislature.vermont.gov/statutes/chapter/09/137](http://legislature.vermont.gov/statutes/chapter/09/137)

## TITLE 9: COMMERCE AND TRADE

### CHAPTER 137: RESIDENTIAL RENTAL AGREEMENTS

#### Subchapter 1: General

#### § 4451. Definitions

As used in this chapter:

(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. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 2007, No. 176 (Adj. Sess.), § 44; 2015, No. 126 (Adj. Sess.), § 1.)

#### § 4452. Exclusions

Unless created to avoid the application of this chapter, this chapter does not apply to any of the following:

(1) occupancy at a public or private institution, operated for the purpose of providing medical, geriatric, educational, counseling, religious, or similar service;

(2) occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the interest of the purchaser;

(3) occupancy by a member of a fraternal, social, or religious organization in the portion of a building operated for the benefit of the organization;



(4) transient occupancy in a hotel, motel, or lodgings during the time the occupancy is subject to a tax levied under 32 V.S.A. chapter 225;

(5) occupancy by the owner of a condominium unit or the holder of a proprietary lease in a cooperative;

(6) rental of a mobile home lot governed by 10 V.S.A. chapter 153;

(7) transient residence in a campground, which for the purposes of this chapter means any property used for seasonal or short-term vacation or recreational purposes on which are located cabins, tents, or lean-tos, or campsites designed for temporary set-up of portable or mobile camping, recreational, or travel dwelling units, including tents, campers, and recreational vehicles such as motor homes, travel trailers, truck campers, and van campers;

(8) transient occupancy in a hotel, motel, or lodgings during the time the occupant is a recipient of General Assistance or Emergency Assistance temporary housing assistance, regardless of whether the occupancy is subject to a tax levied under 32 V.S.A. chapter 225; or

(9) occupancy of a dwelling unit without right or permission by a person who is not a tenant. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 1987, No. 116, § 1; 1987, No. 252 (Adj. Sess.), § 1; 2007, No. 196 (Adj. Sess.), § 1; 2015, No. 58, § E.321.3; 2015, No. 126 (Adj. Sess.), § 2.)

### **§ 4453. Obligations implied**

Obligations imposed on landlords and tenants under this chapter shall be implied in all rental agreements. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **§ 4454. Attempt to circumvent**

No rental agreement shall contain any provision which attempts to circumvent or circumvents obligations and remedies established by this chapter and any such provision shall be unenforceable and void. (Added 1985, No. 175 (Adj. Sess.), § 1.)

## **Subchapter 2: Residential Rental Agreements**

### **§ 4455. 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 to the tenant. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **§ 4456. 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 inconsistent with a written rental agreement or 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 subsection 4467(b) of this title. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **§ 4456a. Residential rental application fees; prohibited**

A landlord or a landlord's agent shall not charge an application fee to any individual in order to apply to enter into a rental agreement for a residential dwelling unit. This section shall not be construed to prohibit a person from charging a fee to a person in order to apply to rent commercial or nonresidential property. (Added 1999, No. 115 (Adj. Sess.), § 5.)

### **§ 4456b. Subleases; landlord and tenant rights and obligations**

(a)(1) A landlord may condition or prohibit subleasing a dwelling unit under the terms of a written rental agreement, and may require a tenant to provide written notice of the name and contact information of any sublessee occupying the dwelling unit.

(2) If the terms of a written rental agreement prohibit subleasing 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 subdivision (2) shall not be construed to limit the rights and remedies available to a landlord pursuant to this chapter.

(b) In the absence of a written rental agreement, a tenant shall provide the landlord with written notice of the name and contact information of any sublessee occupying the dwelling unit. (Added 2015, No. 126 (Adj. Sess.), § 3.)

### **§ 4457. Landlord obligations; habitability**

(a) Warranty of habitability. 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 which comply with the requirements of applicable building, housing, and health regulations.

(b) Waiver. No rental agreement shall 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. Every landlord who provides heat as part of the rental agreement 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. This subsection shall not apply to a dwelling unit intended and rented for summer occupancy or as a hunting camp. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **§ 4458. 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. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), § 6.)

#### **§ 4459. 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. (Added 1985, No. 175 (Adj. Sess.), § 1.)

#### **§ 4460. 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. (Added 1985, No. 175 (Adj. Sess.), § 1.)

#### **§ 4461. 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.

(b) 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) 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. 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.

(g) A town or municipality may adopt an ordinance governing security deposits on dwellings. The ordinance shall be supplemental to and not inconsistent with the minimum protections of the provisions of this section. The ordinance may not limit how a security deposit is held. The ordinance may authorize the payment of interest on a security deposit. The ordinance may provide that a Housing Board of Review constituted pursuant to 24 V.S.A. § 5005 may hear and decide disputes related to security deposits upon request for a hearing by a landlord or tenant. The Board's actions shall be reviewable under 24 V.S.A. § 5006. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 1987, No. 116, § 2; 1991, No. 229 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.), § 45.)

#### **§ 4462. Abandonment; unclaimed property**

(a) A tenant has abandoned a dwelling unit 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. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), § 1; 2007, No. 176 (Adj. Sess.), § 46.)

### **§ 4463. Illegal evictions**

- (a) No landlord may 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) No landlord may directly or indirectly deny a tenant access to and possession of the tenant's rented or leased premises, except through proper judicial process.
- (c) No landlord may directly or indirectly deny a tenant access to and possession of the tenant's property, except through proper judicial process. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **§ 4464. Remedies for illegal evictions**

- (a) Any 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. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **§ 4465. Retaliatory conduct prohibited**

- (a) A landlord of a residential dwelling unit may not retaliate by establishing or changing terms of a rental agreement or by bringing or threatening to bring an action against a tenant who:
  - (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. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 2007, No. 176 (Adj. Sess.), § 47.)

### **§ 4466. Repealed. 1987, No. 74, § 2(b).**

### **§ 4467. 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 this chapter 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, 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 30 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 60 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) If the building is being converted to condominiums, notice shall be given in accordance with 27 V.S.A. chapter 15, subchapter 2.

(h) 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.

(i) 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.

(j)(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.

(2) This subsection shall apply to 10 V.S.A. chapter 153, 11 V.S.A. chapter 14, and 12 V.S.A. chapter 169.

(k) 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. (Added 1985, No. 175 (Adj. Sess.), § 1; amended 1999, No. 115 (Adj. Sess.), §§ 2, 2a; 2007, No. 176 (Adj. Sess.), § 48; 2009, No. 129 (Adj. Sess.), § 2.)

#### **§ 4468. 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. (Added 1985, No. 175 (Adj. Sess.), § 1.)

### **Subchapter 3: Farm Employee Housing**

#### **§ 4469. Repealed. 1999, No. 26, § 6, eff. February 15, 2003.**

#### **§ 4469a. Termination of occupancy of farm employee housing**

(a) As used in this section:

(1) “Farm employee” means an individual employed by a farm employer for farming operations.

(2) “Farm employer” means a person earning at least one-half of his or her annual gross income from the business of farming as that term is defined in Section 1.175-3 of the regulations issued by the U.S. Department of the Treasury under the U.S. Internal Revenue Code, as amended.

(3) “Housing provided as a benefit of farm employment” means housing owned or controlled by the farm employer, whether located on or off the farm premises, and provided for the occupancy of the farm employee and the farm employee’s family or household members for no payment other than the farm employee’s labor. Payment of utility and fuel charges paid by the farm employee does not affect the designation of housing provided as a benefit of farm employment.

(b) Unless otherwise provided in a written employment contract, a farm employer who provides housing to a farm employee and the farm employee’s family or household members as a benefit of the employment may terminate that benefit and all rights of the employee and the employee’s family or household members to occupy the housing when the employee’s employment is terminated.

(c) The termination of the housing benefit shall be by written notice served upon the former farm employee by a law enforcement officer in accordance with Rule 4 of the Vermont Rules of Civil Procedure. The notice shall be served together with a summons and complaint seeking a writ of possession under this section to remove the former farm employee from occupancy of the farm housing. The notice shall include the following statements, in boldface print:

“Your employment and housing benefit have been terminated.

“Your employer has filed a legal proceeding in \_\_\_\_\_ County Superior Court to obtain a court order directing you and any family or household member cohabitating in the dwelling to vacate and leave the dwelling and remove all of your possessions. The address and telephone number of the Court are as follows:

“The Court will hold a hearing on your former employer’s request for a court order directing you to leave and vacate the dwelling. The hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ in the \_\_\_\_\_ am/pm at the courthouse at the address listed above. You have the right to be served with notice of the hearing at least ten days prior to the hearing date. You have the right to appear at this hearing. At the hearing, your former employer must prove that the dwelling is needed for housing a replacement employee, and that your failure to vacate is causing actual hardship.

“If you believe that your employment was terminated wrongfully, that your dwelling house was not habitable, or if you have any other claim against your former employer, you may file a counterclaim against your former employer as explained in the summons and complaint that are being served upon you with this notice.

“Filing a counterclaim against your former employer will not delay or stop the Court from ordering you to leave and vacate the dwelling.

“You may wish to seek legal advice from a licensed attorney. If you believe you cannot afford an attorney, you may contact the Clerk of the Court listed above for information about the availability of an attorney at public expense, although you may not be entitled to an attorney at public expense.”

(d) A farm employer shall be entitled to a show cause hearing on an expedited basis for the purpose of demonstrating that the failure of the former farm employee to vacate the farm housing is causing an actual hardship to the farm employer. The show cause hearing shall be held not less than 10 calendar days after service on the former employee of the notice described in subsection (c) of this section. The issue before the court at the hearing shall be whether the farm employer has suffered actual hardship because of the unavailability of the farm housing for a replacement employee.

(e) If the court finds that the farm employer has suffered actual hardship because of the unavailability of the farm housing for a replacement employee, the court shall enter an order approving a writ of possession, which shall be executed not earlier than five business days nor later than 30 days after the writ is served, to put the plaintiff into possession.

(f) If the court does not make a finding on behalf of the farm employer, the farm employer may seek an eviction pursuant to sections 4467 and 4468 of this title and 12 V.S.A. chapter 169, subchapter 3. In any action pursuant to this section, the farm employer may file a motion for payment of the reasonable rental value of the premises into court pursuant to 12 V.S.A. § 4853a.

(g) The right of a former farm employee to pursue any claim that he or she may have against the former farm employer by way of a counterclaim in a civil action brought pursuant to this section is expressly preserved. The assertion of a counterclaim shall not have the effect of delaying or preventing the removal of the employee from the housing, nor shall the employee be entitled to obtain injunctive relief in the form of repossession of farm housing. A former employee who prevails on a counterclaim shall be entitled to relief as provided by applicable law.

(h) Sections 4455, 4461, and 4467 of this chapter shall not apply to housing provided to a farm employee as a benefit of the employment. (Added 2009, No. 89 (Adj. Sess.), § 2, eff. April 28, 2010; amended 2017, No. 11, § 10.)

#### **Subchapter 4: Housing Discrimination; Domestic And Sexual Violence**

**§ 4470. Recodified. 2019, No. 48, § 1(b).**

#### **§ 4471. Definitions**

As used in this subchapter:

(1) “Abuse” has the same meaning as in 15 V.S.A. § 1101.

(2) “Protected tenant” means a tenant who is:

(A) a victim of abuse, sexual assault, or stalking;

(B) a parent, foster parent, legal guardian, or caretaker with at least partial physical custody of a victim of abuse, sexual assault, or stalking.

(3) “Sexual assault” and “stalking” have the same meaning as in 12 V.S.A. § 5131. (Added 2019, No. 48, § 2.)



### **§ 4472. Right to terminate rental agreement**

(a) Notwithstanding a contrary provision of a rental agreement or of subchapter 2 of this chapter, a protected tenant may terminate a rental agreement pursuant to subsection (b) of this section without penalty or liability if he or she reasonably believes it is necessary to vacate a dwelling unit:

- (1) based on a fear of imminent harm to any protected tenant due to abuse, sexual assault, or stalking; or
- (2) if any protected tenant was a victim of sexual assault that occurred on the premises within the six months preceding the date of his or her notice of termination.

(b) Not less than 30 days before the date of termination, the protected tenant shall provide to the landlord:

- (1) a written notice of termination; and
- (2) documentation from one or more of the following sources supporting his or her reasonable belief that it is necessary to vacate the dwelling unit:

- (A) a court, law enforcement, or other government agency;
- (B) an abuse, sexual assault, or stalking assistance program;
- (C) a legal, clerical, medical, or other professional from whom the tenant, or the minor or dependent of the tenant, received counseling or other assistance concerning abuse, sexual assault, or stalking; or

(D) a self-certification of a protected tenant's status as a victim of abuse, sexual assault, or stalking, signed under penalty of perjury, on a standard form adopted for that purpose by:

(i) a federal or State government entity, including the federal Department of Housing and Urban Development or the Vermont Department for Children and Families; or

(ii) a nonprofit organization that provides support services to protected tenants.

(c) A notice of termination provided pursuant to subsection (b) of this section may be revoked and the rental agreement shall remain in effect if:

- (1)(A) the protected tenant provides a written notice to the landlord revoking the notice of termination; and
- (B) the landlord has not entered into a rental agreement with another tenant prior to the date of the revocation; or

(2)(A) the protected tenant has not vacated the premises as of the date of termination; and

(B) the landlord has not entered into a rental agreement with another tenant prior to the date of termination. (Added 2019, No. 48, § 2.)

### **§ 4473. Right to change locks; other security measures**

Notwithstanding any contrary provision of a rental agreement or of subchapter 2 of this chapter:

(1) Subject to subdivision (2) of this subsection, a protected tenant may request that a landlord change the locks of a dwelling unit within 48 hours following the request:

- (A) based on a fear of imminent harm to any protected tenant due to abuse, sexual assault, or stalking; or
- (B) if any protected tenant was a victim of sexual assault that occurred on the premises within the six months preceding the date of his or her request.

(2) If the perpetrator of abuse, sexual assault, or stalking is also a tenant in the dwelling unit, the protected tenant shall include with his or her request a copy of a court order that requires the perpetrator to leave the premises.

(3) If the landlord changes the locks as requested, the landlord shall provide a key to the new locks to each tenant of the dwelling unit, not including the perpetrator of the abuse, sexual assault, or stalking who is subject to a court order to leave the premises.

(4) If the landlord does not change the locks as requested, the protected tenant may change the locks without the landlord's prior knowledge or permission, provided that the protected tenant shall:

- (A) ensure that the new locks, and the quality of the installation, equal or exceed the quality of the original;
- (B) notify the landlord of the change within 24 hours of installation; and
- (C) provide the landlord with a key to the new locks.

(5) Unless otherwise agreed to by the parties, a protected tenant is responsible for the costs of installation of new locks pursuant to this section.

(6)(A) A protected tenant may request permission of a landlord to install additional security measures on the premises, including a security system or security camera.

(B) A protected tenant:

- (i) shall submit his or her request not less than seven days prior to installation;
- (ii) shall ensure the quality and safety of the security measures and of their installation;
- (iii) is responsible for the costs of installation and operation of the security measures; and
- (iv) is liable for damages resulting from installation.

(C) A landlord shall not unreasonably refuse a protected tenant's request to install additional security measures pursuant to this subdivision (6). (Added 2019, No. 48, § 2.)

#### **§ 4474. Confidentiality**

An owner, landlord, or housing subsidy provider who possesses documentation or information concerning a protected tenant's status as a victim of abuse, sexual assault, or stalking shall keep the documentation or information confidential and shall not allow or provide access to another person unless:

- (1) authorized by the protected tenant;
- (2) required by a court order, government regulation, or governmental audit requirement; or
- (3) required as evidence in a court proceeding, provided:
  - (A) the documentation or information remains under seal; and

(B) use of the documentation or information is limited to a claim brought pursuant to section 4472 or 4473 of this title. (Added 2019, No. 48, § 2.)

#### **§ 4475. Limitation of liability; enforcement**

Except in the case of gross negligence or willful misconduct, a landlord is immune from liability for damages to a protected tenant if he or she acts in good faith reliance on:

- (1) the provisions of this subchapter; or
  - (2) information provided or action taken by a protected tenant pursuant to the provisions of this subchapter.
- (Added 2019, No. 48, § 2.)

## Chapter 6 – Environmental Health Rules

### Subchapter 6

#### Rental Housing Health Code

##### 1.0 Authority

This code is adopted pursuant to 18 V.S.A. § 102, 3 V.S.A. § 3003(a) and 3 V.S.A. § 801(b) (11).

##### 2.0 Purpose

The purpose of this code is to protect the health, safety and well-being of the occupants of rental housing. This code establishes minimum health and habitability standards that all residential rental housing in Vermont must conform to.

##### 3.0 Scope

**3.1** This Rental Housing Health Code shall apply to all rented dwellings, dwelling units, rooming houses, rooming units and mobile home lots used as a regular residence.

**3.2** This code does not apply to a licensed lodging establishment when the occupancy is subject to meals and rooms tax pursuant to 32 V.S.A. ch. 225. This code does not apply to tents or similar structures provided to persons choosing to live in such shelters as part of what is primarily an educational or experiential opportunity.

##### 4.0 Definitions

**4.1** “**Common Space**” means all interior passageways, hallways, foyers, stairways, basements and other rooms in a dwelling or rooming house used or intended for use by the occupants of more than one dwelling unit or rooming unit.

**4.2** “**Dwelling**” means a rented building or structure, excluding tents or similar structures used for the express purpose of camping, that is wholly or partly used or intended to be used as a primary residence for living or sleeping by human inhabitants. This includes

rented mobile homes and “housing provided as a benefit of farm employment” as defined in 9 V.S.A. § 4469a (a)(3).

- 4.3** “**Dwelling Unit**” means a room or group of rooms within a dwelling, or any dwelling forming a single habitable unit used or intended for use for living, sleeping, cooking and eating.
- 4.4** “**Food Residual or Food Scrap**” means source separated and uncontaminated material that is derived from processing or discarding of food and that is recyclable, in a manner consistent with 10 V.S.A. § 6605k. Food residual may include preconsumer and postconsumer food scraps. "Food residual" does not mean meat and meat-related products when the food residuals are composted by a resident on site.
- 4.5** “**Habitable Room**” means every room or enclosed floor space, used or intended to be used for living, sleeping, cooking or eating purposes excluding bathrooms, toilet compartments, closets, halls, storage or utility spaces and similar areas.
- 4.6** “**Immediate Family**” means a person’s parents, spouse, domestic partner, children and siblings.
- 4.7** “**Infestation**” means the presence of any pest or bedbug that creates a health hazard or other risk to the preservation of public health.
- 4.8** “**Local board of health**” means the select board or city council, together with the health officer as provided by 18 V.S.A. §§ 601 and 604.
- 4.9** “**Local Health Officer**” means the properly designated and appointed health officer or deputy health officer as authorized and appointed in accordance with 18 V.S.A. § 601.
- 4.10** “**Mobile Home**” means a structure or type of manufactured home as defined in 10 V.S.A. § 6201 (1) that is designed for long-term and continuous residential occupancy.
- 4.11** “**Mobile Home Lot**” means any parcel of land not located in a mobile home park (as defined in 10 V.S.A. § 6201~~-(2)-~~) that is leased to a mobile home owner and established by the owner of the parcel of land as being the area in which the leaseholder establishes a property right by way of a lease. This code is not meant to apply to the rental of a lot in a mobile home park under the jurisdiction of 10 V.S.A. ch. 153.
- 4.12** “**Occupant**” means a tenant and every person or guest entitled to be living and sleeping in a dwelling, dwelling unit, rooming house or rooming unit or on the premises of a rented mobile home lot.
- 4.13** “**Owner**” means any person who alone, jointly or severally with others:
- 4.13.1** Has legal or equitable title to any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot; or

- 4.13.2 Has charge, care, management or control of any premises, dwelling unit, rooming house, rooming unit or mobile home lot; or
- 4.13.3 Is the landlord or lessor of any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot; or
- 4.13.4 Is the authorized agent of the property owner of any premises, dwelling, dwelling unit, rooming house, rooming unit or mobile home lot.
- 4.14 **“Person”** means every individual, corporation, partnership, government, governmental subdivision or agency, business trust, estate, trust, association, firm, group or any other legal or commercial entity.
- 4.15 **“Pest”** means any unwanted animal, including any insect, that is a potential vector for human disease and presents a public health threat.
- 4.16 **“Premises”** means the buildings, grounds and facilities associated with a dwelling, dwelling unit, rooming house or rooming unit and the grounds, areas and facilities associated with a rented mobile home lot that are held out for the use of occupants generally or whose use is promised to the occupant.
- 4.17 **“Recyclables”** means the following source separated materials: aluminum and steel cans; aluminum foil and aluminum pie plates; glass bottles and jars from foods and beverages; polyethylene terephthalate (PET) plastic bottles or jugs; high density polyethylene (HDPE) plastic bottles and jugs; corrugated cardboard; white and colored paper; newspaper; magazines; catalogues; paper mail and envelopes; boxboard; and paper bags.
- 4.18 **“Rental Housing”** means all dwellings, dwelling units, rooming houses, rooming units, or mobile home lots let by the owner to one or more persons to be used as a regular residence.
- 4.19 **“Rooming House”** means any dwelling or part thereof containing one or more rooming units and/or one or more dormitory rooms in which space is let by the owner or operator to one or more persons who are not immediate family members of the owner.
- 4.20 **“Rooming Unit”** means the room or group of rooms let to an individual or household for use as living and sleeping, but not for cooking or eating purposes, whether or not common cooking facilities are made available.
- 4.21 **“Rodent-proof”** means construction, installation and maintenance which under foreseeable conditions will prevent the movement of rodents to or from a dwelling or rooming house, or gaining access to food, water or any place where rodents can live, nest or seek shelter. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by rodents by climbing, burrowing or other methods.

- 4.22 **“Trash”** means combustible and noncombustible waste materials that are not composted or recycled. This includes any products not included in the definitions of “Food Residual or Food Scrap” or “Recyclables.”
- 4.23 **“Ventilation”** means the adequate supply and removal of air to and from a space through windows, skylights, doors, grilles, ducts or mechanical devices.
- 4.24 **“Violation”** means any condition in or on the premises of a rented dwelling, rooming unit, rooming house or rented mobile home lot which fails to meet any requirement of this code.
- 4.25 **“Watertight”** means so constructed that the structure is substantially impermeable to water.
- 4.26 **“Weathertight”** means so constructed that the structure resists weather and excludes rain and snow, and prevents the infiltration of air.

## 5.0 Sanitation Facilities

5.1 **Kitchen Facilities:** Every dwelling unit shall contain within the unit space to store, prepare and serve foods in a sanitary manner, including the presence of a kitchen sink.

### 5.2 Bathroom Facilities:

5.2.1 Every dwelling unit shall contain within the unit a flush toilet, sink and bathtub or shower located in a room or rooms separate from the habitable rooms and which affords privacy.

5.2.2 Shared Bathroom Facilities: The occupants of not more than two dwelling units which are located in the same dwelling may share bathroom facilities under the following circumstances:

5.2.2.1 Neither of the two dwelling units contains more than two habitable rooms; however, for the purpose of this section, a kitchen with not more than 60 square feet of floor area is not counted as a room; and

5.2.2.2 The habitable room area of each dwelling unit aggregates not more than 300 square feet; and

5.2.2.3 The toilet and sink are within a room separate from the habitable rooms, which affords privacy and which is accessible to the occupants of each dwelling unit without going through the dwelling unit of another person or outside the dwelling; and

**5.2.2.4** The bathtub or shower is within a room separate from the habitable rooms, which affords privacy and which is accessible to the occupants of each dwelling unit without going through the dwelling unit of another person or outside the dwelling.

**5.2.3** Rooming Houses:

**5.2.3.1** Every rooming house shall be equipped with at least one toilet and one sink for each 10 persons and one bathtub or shower for each eight persons or fraction thereof living within the rooming house, including members of the immediate family of the owner if they share use of the facilities.

**5.2.3.2** Every toilet, sink and bathtub or shower required by this section shall be located in a room or rooms which: afford privacy and are separate from the habitable rooms and are accessible from a common hall without going outside the rooming house and are not more than one story removed from the rooming unit of any occupant intended to share the facilities.

**5.3 Non-absorbent Surfaces:** The floor and counter surfaces of every bathroom and kitchen in dwelling units and rooming houses shall be constructed and maintained to be a smooth, non-corrosive, non-absorbent and waterproof covering. This shall not prohibit the use of carpeting for floors in kitchens and bathrooms, or the use of wood for floors in kitchens, provided the following qualifications are met:

**5.3.1** Carpeting must contain a solid, nonabsorbent, water repellent backing which will prevent the passage of moisture through it to the floor below; and

**5.3.2** Wood flooring must have a water resistant finish and have no cracks to allow the accumulation of dirt and food, or the harborage of insects.

**5.4 Water Supply/Wastewater Disposal:**

**5.4.1** Supply: Every rented mobile home lot shall have access to and every dwelling unit or rooming house shall be connected to: a supply of water sufficient in quantity and pressure to meet the ordinary needs of the occupant(s).

**5.4.2** Potable Water: Water provided to a rented mobile home lot and to every kitchen sink, bathroom sink and bathtub or shower in a dwelling unit or rooming house shall be from a public water supply system that is monitored and regulated by the Water Supply Division of the Vermont Department of Environmental Conservation, or a private supply free from impurities in amounts sufficient to cause disease or harmful physiological effects as per Vermont Department of Health testing guidelines for private water supplies. Any health-based contaminant in a private water supply that is found to be elevated shall be treated to reduce levels to existing maximum contaminant levels (MCL) or Vermont Health Advisories where no MCL exists.

- 5.4.3 Hot Water: Every kitchen sink, lavatory sink, shower and tub-shower combination shall be connected with water heating facilities in working order that are capable of safely heating an adequate yield of water. Shower and tub-shower combinations must be plumbed to be able to achieve a hot water temperature greater than or equal to 100°F and remain less than 120°F at the fixture.
- 5.4.4 Water Supply Deficiencies: Owners of dwellings, rooming houses and rented mobile home lots with short-term deficiencies in water quality or quantity must provide occupants with an alternate, adequate and accessible supply of water for drinking and sanitation until a regular source of water is made available.
- 5.4.5 Sewage Disposal: Owners of rented mobile home lots shall provide hook-up to and owners of all dwellings and rooming houses shall connect all kitchen sinks, toilets, bathroom sinks, bathtubs, showers, washing machines and dishwashers to a public sewage system if available, or to a properly operating subsurface wastewater disposal system. Each wastewater disposal system shall be operated so that sewage does not back up into the dwelling, flow to the ground surface or directly into surface water.
- 5.4.6 Plumbing Connections: All plumbing systems shall be maintained in good repair.

## 5.5 Sanitary Conditions for Trash, Recyclables, and Food Scraps:

### 5.5.1 Facilities:

5.5.1.1 Trash, recyclables, and food scraps that are placed outside a dwelling or rooming house shall be stored in durable, cleanable receptacles. Receptacles for trash and food scrapes shall also be watertight and have properly-fitting covers.

5.5.1.2 The owner of any dwelling or rooming house shall provide and maintain appropriate receptacles for the removal of trash, recyclables, and food scraps in accordance with 10 V.S.A. ch. 159.

### 5.5.2 Collection of trash, recyclables, and food scraps:

5.5.2.1 The owner of any dwelling or rooming house shall assure that arrangements are made for the removal of trash, recyclables, and food scraps in accordance with 10 V.S.A. ch. 159.

5.5.2.2 Trash, recyclables, and food scraps shall be removed from dwellings and rooming houses as often as is necessary to maintain a sanitary structure, not less than once every week.

### 5.5.3 Responsibilities:



**5.5.3.1 Owner Responsibilities:** The owner of every dwelling or rooming house shall be responsible for maintaining in a clean and sanitary condition free of trash, recyclables, and food scraps all common areas as well as any other part of the premises not used as a dwelling space.

**5.5.3.2 Occupant Responsibilities:** The occupant of every dwelling unit or rooming unit shall be responsible for maintaining in a clean and sanitary condition and free of trash, recyclables, and food scraps that part of the premises which he or she exclusively occupies.

## **6.0 Pest and Bedbug Control and Management**

### **6.1 Owner Responsibilities:**

**6.1.1** The owner of a dwelling shall maintain all common spaces free from infestation.

**6.1.2** The owner of a dwelling shall be responsible for extermination of infestation in all common spaces.

**6.1.3** The owner of a dwelling shall be responsible for extermination of any infestation in any dwelling unit when infestation in a dwelling unit is caused by his or her failure to maintain the dwelling or infestation exists in two or more of the dwelling units in any dwelling.

**6.1.4** The owner of a rooming house shall maintain all rooming units and common spaces free from infestation and shall be responsible for extermination.

**6.2 Occupant Responsibilities:** The occupant of each dwelling unit shall maintain that part of the dwelling he or she exclusively occupies free from infestation and shall be responsible for extermination when the infestation is caused by his or her failure to maintain the dwelling unit except as provided for in Section 6.1.3.

**6.3 Extermination of Pest Animals and Bedbugs:** Extermination shall be accomplished by eliminating the harborage place of pests and bedbugs, by removing or making inaccessible materials that may serve as their food or breeding ground and by treatments including but not limited to poisoning, spraying, fumigating, heat treating, or trapping.

## **7.0 Heating**

Heating facilities in all dwelling units and rooming houses shall meet the following standards:

- 7.1 Heating facilities shall be provided when the outside temperature is less than 55°F (13°C).
- 7.2 Heating facilities shall be properly functioning and in good repair.
- 7.3 Heating facilities shall be able to maintain a room temperature of at least 65°F (18°C) in all habitable rooms, kitchens, and bathrooms. The maintenance of required heating levels shall be accomplished without overheating one room as a means of meeting minimum heating requirements for adjacent rooms. The temperature may be read and the requirement shall be met at a point three feet above floor level and three feet from an exterior wall.
- 7.4 Heating facilities shall be vented to the outside of the building. Un-vented fuel fired space heaters are prohibited in dwellings or rooming houses.
- 7.5 Every owner who provides heat as part of the rental agreement to occupants of dwelling units or rooming units shall maintain the provided heat at all times to all habitable rooms, kitchens, and bathrooms when the outside temperature is less than 55°F (13°C).

## 8.0 Natural and Mechanical Ventilation

- 8.1 The owner of dwellings and rooming houses shall provide ventilation to the outdoors as follows so as to not endanger the health and safety of the occupants:
  - 8.1.1 Every habitable room shall include at least one window or door in good repair located on an outside wall that is capable of being opened to admit fresh air.
  - 8.1.2 Screens shall be provided for all operable windows and for doors that are providing ventilation when a window is not available. All screens shall be maintained in good repair and be free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies or mosquitoes.
  - 8.1.3 All hallways and stairways in common spaces shall be adequately ventilated.
  - 8.1.4 Every bath, toilet or shower room shall be ventilated by direct access with the external air either by window, airshaft or ventilation fan. If a ventilation fan is used, it shall be vented directly to the exterior of the building and be of sufficient size to prevent the buildup of moisture.
  - 8.1.5 All clothing dryers shall be vented directly to the exterior of the building.
- 8.2 Use of vaporizers/humidifiers: Vaporizers/humidifiers shall not be used by dwelling or rooming house occupants or owners in such ways that cause an elevated relative humidity (above 60%), promoting the growth of microorganisms and visible mold.

## **9.0 Lighting and Electricity**

- 9.1** Every habitable room in a dwelling unit or rooming house other than a kitchen shall contain at least two duplex electrical outlets or one duplex electrical outlet and one electrical light fixture.
- 9.2** Every kitchen in a dwelling unit or rooming house shall contain at least one electric light fixture and two duplex electrical outlets.
- 9.3** Every other room in a dwelling unit or rooming house shall contain at least one electric light fixture.
- 9.4** All building entrances in dwellings or rooming houses and all common areas in rooming houses or dwellings containing two or more dwelling units shall be adequately lighted to provide for safe and reasonable use and safe access and egress to and from the building.
- 9.5** All electrical systems in dwellings, rooming houses and on rented mobile home lots shall be maintained in safe working condition.

## **10.0 Structural Elements**

- 10.1** Every owner of a dwelling or rooming house shall provide and maintain the foundation, floors, walls, doors, windows, ceilings, roof, staircases, chimneys and other structural elements of his or her dwelling, dwelling unit, rooming house or rooming unit so that it is weathertight, watertight, rodent proof and in good repair.
- 10.2** Every occupant of a dwelling or rooming house shall exercise reasonable care in the use of the structural elements of the building to maintain it in good working condition.
- 10.3** Every dwelling, dwelling unit, rooming house or rooming unit shall be maintained to be free from the regular or periodic appearance of standing water or excessive moisture, which may result in visible mold growth.

## **11.0 Mobile Homes on Rented Lots**

- 11.1** It shall be the responsibility of the owner of a rented mobile home lot to provide connection to electrical services, water supply and sewage disposal to a location on each lot from which these services can be connected to the mobile home.
  - 11.1.1** Electrical Services: The mobile home lot owner is responsible for installation and maintenance of the electrical service to the main electrical panel in the home.

**11.1.2** Water Supply: The mobile home lot owner is responsible for the maintenance of water lines to a point at which the lines surface under the mobile home.

**11.1.3** Sewage Disposal: The mobile home lot owner is responsible for the maintenance of the sewage disposal system to the point where it surfaces from the ground to service the mobile home.

## **12.0 General Responsibilities**

### **12.1 Owners:**

**12.1.1** No owner shall let to another for occupancy any dwelling, dwelling unit, rooming house, rooming unit or mobile home lot which does not comply with the requirements of this code. It shall be the responsibility of the owner to maintain all premises in compliance with this code.

**12.1.2** No owner shall cause any water, sewer, equipment or utility which is required by this regulation to be removed, shut off or discontinued for any occupied dwelling, dwelling unit, rooming house, rooming unit or mobile home lot except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies.

**12.1.3** No rental agreement containing any provision purporting to transfer responsibilities between owner and occupant other than as imposed herein, shall be effective for the purposes of this code.

### **12.2 Occupants:**

**12.2.1** No occupant shall use or occupy his or her dwelling unit, rooming unit or rented mobile home lot in such a way as to cause non-compliance with this code.

**12.2.2** Every occupant shall exercise reasonable care in the use of his or her dwelling unit, rooming unit or rented mobile home lot and shall maintain it in such a manner that it does not create a health hazard for his or her neighbors.

**12.3** Existing structures and premises that do not comply with provisions in this code shall be altered or repaired to achieve compliance.



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