

As a tenant in Wisconsin, you have rights and responsibilities. To avoid problems, it is important to understand your rights and responsibilities.

### What you should know before you rent

Landlords may not advertise or rent condemned property.

Before entering into a rental agreement with a prospective tenant or accepting any earnest money or security deposit, landlords should disclose any building or housing code violation to which all of the following apply: the landlord has actual knowledge of the violation; the violation affects the dwelling unit that you will be renting or a common area of the premises; the violation presents a significant threat to your health or safety; and the violation has not been corrected.

Landlords must also disclose:

- If you are required to pay utilities.
- How utility charges will be divided if the dwelling is one of several not individually metered.
- The total amount of rent and other non-refundable fees.

You have the right to inspect the unit before you rent it. The landlord is required to notify you in writing, and provide you with seven days to inspect and notify the landlord of any pre-existing damages to the dwelling unit. We recommend you take along a flashlight, light bulb, hairdryer, pen, and the check-in sheet:

- ✓ Turn on each light switch to see if it works.
- ✓ Check outlets (use hairdryer) and sockets (use light bulb) – defects could cause fires.
- ✓ Turn on sink and bathtub faucets – check for leaks, proper drainage and water temperature.
- ✓ Flush toilets – check for leaks.
- ✓ Look for smoke detectors.
- ✓ Check ceilings and walls for cracks and water stains.

- ✓ Are there deadbolts on apartment and exterior doors?
- ✓ Push on the windows – are they secure? Are latches in good working order?
- ✓ Check for window storms and screens.
- ✓ Check condition of furnace. Even in summer, turn up thermostat to make sure it actually works.
- ✓ Look at water heater to see if it is leaking.

Promises of repairs by a landlord should be provided to you in writing, including a completion date, before you agree to rent the property.

Rental agreements are not required to be in writing. However, if there is a written rental agreement, the landlord must give you an opportunity to read it before you decide to rent. When renting, you must be furnished with a copy of the agreement.

If an earnest money deposit is required with your rental application, the landlord must return the entire deposit by the end of the next business day if your application is rejected. If for some reason you decide not to rent, the landlord may withhold from your deposit actual costs or damages.

If a security deposit is required, you have 7 days from the first rental date to inspect the premises and notify the landlord of any defects so that they will not be unfairly charged to you. You should notify the landlord of the defects by returning a completed information check-in sheet and keep a copy for your own records. **If you fail to return a check-in sheet within 7 days, you will be giving up your right to contest some security deposit withholdings for pre-existing conditions.** In addition, before accepting your security deposit, the landlord must notify you that you have the right to request a list of damages charged to the previous tenant.

The landlord may charge you the actual cost, up to \$20, to obtain a credit report from one of the three nationwide credit reporting agencies (not credit information resellers), provided the

landlord has notified you in advance of the charge and also gives you a copy of the report. If you have a credit report that is less than 30 days old, you may give this report to the landlord to avoid paying for a new report.

### What you should know while renting

At the start of a tenancy, the landlord must provide you with the name and address of a person who can be readily contacted regarding maintenance problems.

The landlord is responsible for making any repairs that are necessary to comply with local housing codes and to keep the premises safe. If the landlord refuses to repair major building defects, you may report the defect to your local building or health inspector. The landlord may not retaliate by evicting you.

Unless otherwise agreed, tenants are usually responsible for routine minor repairs. You are also required to comply with any maintenance and sanitation requirements imposed on tenants by local housing codes. You are financially responsible for any damages that you or your guests have caused.

A landlord has the right to inspect, repair, and show the dwelling unit at reasonable times. Except for emergency situations, the landlord may enter only after a 12-hour advance notice unless you allow entry on shorter notice or agreed to a different timeline in the rental agreement.

If you are a tenant renting by the month, the landlord may raise your rent by giving you written notice at least 28 days before the next rent due date. There are no state laws limiting the amount of a rent increase.

If you have a lease – for example, a six-month or one-year lease – the rent may not be increased during that time unless specifically stated in the lease.

### What you should know about terminating a tenancy

If you are renting by the month, the landlord may terminate the rental agreement by giving you a written termination notice at least 28 days before the next rent due date. You must use the same procedure in notifying the landlord of your intent to terminate the rental agreement unless you agreed to give a longer notice. Tenants may deliver the written notice in person or by certified or registered mail.

A six-month or one year lease usually terminates automatically at the end of the lease, unless the rental agreement specifies otherwise. If the lease provides that it will be automatically renewed or extended unless you give advance notice of termination, the landlord must “remind” you of the provision at least 15-30 days in advance of the notice deadline. Otherwise, the landlord may not attempt to enforce the automatic renewal.

If you “break” a lease by moving out early, you may be obligated to pay for the remainder of the term unless another suitable tenant is found. However, the landlord must make reasonable efforts to find a substitute tenant and minimize any rent losses. When moving out, it is always a good idea to contact your landlord to arrange for a final checkout inspection.

If you are moving out at the end of your lease, the landlord must return your security deposit, less any amounts that may be withheld, within 21 days after you move out. If you move out before the end of your lease, the landlord has 21 days to return your security deposit from either the last day of your lease or the date a new tenant moves in, whichever comes first. The landlord may deduct from your security deposit for unpaid rent or damage caused by you or your guests.

While a lease may include a provision requiring the tenant to pay for routine painting or carpet cleaning, the cost for routine carpet cleaning may not be collected by the landlord in advance. All advance payments in excess of one month’s rent must be treated as “security deposit” which cannot be withheld for normal wear and tear.

Deductions can also be made for your utility bills paid by the landlord.

If there are any deductions from the security deposit, the landlord must furnish you with a written statement itemizing the amounts withheld.

State law does not require payment of interest on security deposits.

### **Risk of eviction**

Tenants who pay partial rent, no rent, or late rent (even one day late) put themselves at risk of eviction, as do tenants who break the rules or terms of the rental agreement or cause damage.

### **Termination – Nonpayment or lease breach**

Tenants may be given either a written 5-day or 14-day notice to vacate the property.

- **5-day Pay Rent Notice.** This written notice from the landlord gives the tenant five days to pay rent or move out within five days. If the tenant pays, the tenancy continues.
- **5-day Remedy Breach Notice.** This written notice from the landlord gives the tenant five days to remedy a breach of the lease other than for non-payment of rent. If the breach is corrected within 5 days, the tenancy continues.
- **14-day Notice.** This written notice specifies that the tenancy has ended because the tenant failed to pay the rent, broke the agreement, or damaged the property. This notice does not offer the option of paying the rent or correcting the breach.

For month-to-month tenancies, a landlord may serve a 14-day Notice for either rent non-payment or for damage/lease breach, without first serving a 5-day Notice to pay or correct.

For tenants on a lease, the landlord must first provide a 5-day Pay Rent Notice and option to pay rent; if the tenant pays and is then late with rent again within 12 months, the landlord may then serve a 14-day notice with no option to pay and stay. Similarly, a 14-day Remedy Breach Notice (without an option to correct the breach

and stay) can only be served to a leased tenant after a prior 5-day Remedy Breach Notice in the last 12 months.

If you refuse to leave the premises after your tenancy has been terminated, the landlord may start an eviction action against you in Small Claims Court. You will be served a summons. This is your notice to appear in court, but it does not mean you are evicted. In court, the judge asks you and the landlord to explain your sides and then will make a decision about your eviction. If you receive a summons for eviction, seek the help of a legal aid service (look up LEGAL AID in the yellow pages of your phone book), consult with a private attorney or call the State Bar of Wisconsin Lawyer Referral Service at: (800) 362-9082 or (608) 257-4666.

### **Removal from premises**

The landlord may not confiscate your personal belongings, turn off your utilities, lock you out of your apartment, or use force to remove you.

If the small claims court judge rules in the landlord's favor, the judge may issue a court order requiring you to leave the property. If you do not, the county sheriff may remove you and your belongings from the premises. These steps may only be taken **after** the small claims court hearing and **after** the judge orders the eviction. If the court determines that you have wrongfully overstayed, the landlord could be awarded twice the amount of rent, prorated on a daily basis, for each day you unlawfully occupy the premises.

### **Unhealthy & unsafe conditions**

Sometimes rental units become unhealthy, unsafe, or unlivable due to a landlord's failure to maintain the property. It would be wise to get legal advice to learn if the tenant is able to legally abate (adjust) the rent. A lawyer may indicate how to document the condition, what agencies to contact, and what should be put in writing. If not done legally, rent abatement could result in eviction.

If conditions are so bad that tenants feel they can no longer safely live in a rental unit, a lawyer should be contacted before the tenants officially

move out to help prevent further financial obligation to the landlord.

### **If a problem develops**

If a problem develops between you and your landlord, information and assistance may be available from various local groups and agencies, including housing code officials, landlord and tenant associations, and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

Landlord-tenant relations in Wisconsin are regulated by Wis. Stat. ch. 704, and by Wis. Adm. Code ch. ATCP 134. In addition, Wis. Adm. Code ch. ATCP 125 further regulates manufactured home community operator-tenant relations.

If a landlord violates Wis. Adm. Code ch. ATCP 134, for example, by refusing to return or account for your security deposit, you may be able to start an action in Small Claims Court. Wis. Stat. s. 100.20(5) enables you to recover twice the amount of any actual monetary loss, together with court costs and reasonable attorney fees if the court awards them.

For more information or to file a complaint, visit our website or contact the:

**Bureau of Consumer Protection**  
2811 Agriculture Drive  
PO Box 8911  
Madison WI 53708-8911

**E-MAIL: DATCPHotline@wi.gov**

**WEBSITE: datcp.wi.gov**

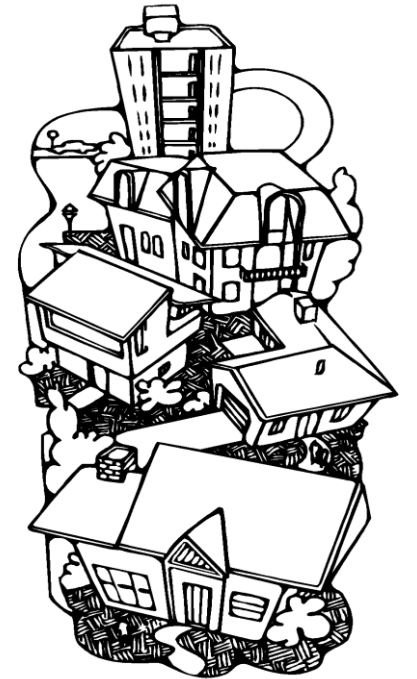
**(800) 422-7128**

**FAX: (608) 224-4677**

**TTY: (608) 224-5058**

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# Tenants' Rights & Responsibilities



**CONSUMER PROTECTION** WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION