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STATE SENATOR

Tenant Resource Guide

Signing the Lease:

It is important to obtain certain information prior to choosing a landlord. Speaking to the current residents can provide helpful insight into how the landlord manages his or her property. Similarly, your local building inspectors, police department, and Wisconsin Circuit Court Access all provide equally helpful information about your potential landlord.

Read your lease carefully! Even though a landlord may put something in the lease, it doesn't mean that it is legal! If the landlord puts certain illegal clauses in a lease (listed on third page), it could make the entire lease invalid.

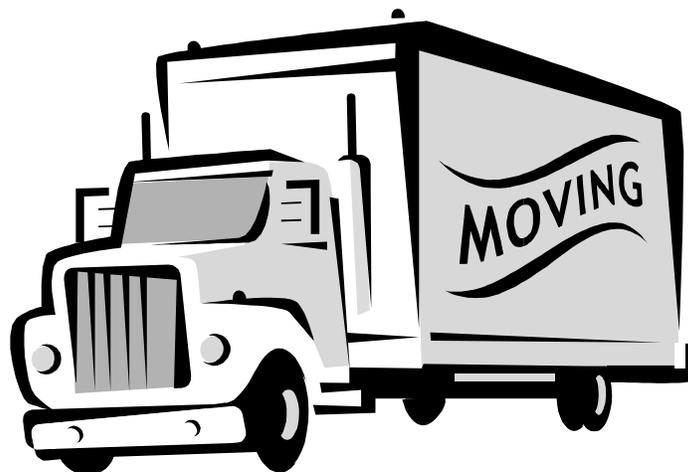
The landlord must disclose certain information. Before accepting any money, the landlord must provide the following:

- Copies of all written agreements and rules
- Which utilities are included and not included in the rent
- Name and address (in writing) of the person who collects the rent, manages the building, and who should be contacted with repair requests
- Building code violations, lead paint requirements, promises to repair, and state housing protections

Moving In:

Make sure to fill out the check-in form from your landlord. Your landlord is required to notify you in writing that you have 7 days to report any pre-existing damages or defects, and to fill out the check-in form. Make a copy of the completed check-in form for yourself and give the original to your landlord.

Document what you see! Gather pictures or video of your apartment upon move-in. It is also helpful to start a rental file of every contact you make either to or from your landlord. This can include e-mails, notices, written documents, calls, visits, etc.



If the apartment is dirty: You can either choose to not clean it and request your landlord immediately have it cleaned, or negotiate to have the landlord reimburse you for cleaning it. Get all agreements of reimbursement in writing.

Always notify your landlord if repairs are needed. If it isn't an emergency, write a letter or email and give a deadline for your completion. Keep a copy for yourself for documentation as landlords tend to take things more seriously if they are in writing.

What if it is an emergency? If your landlord doesn't respond, and there is an emergency such as no heat, water, or electricity, contact your local building inspector.

Your landlord cannot enter without 12 hours' notice. This includes entering to make repairs, unless it's an emergency, doing an inspection, and showing your apartment. Notice can be in the form of a letter, email, or text.

Your landlord cannot retaliate. It is unlawful for a landlord to issue an eviction notice, increase rent, or decrease services because you asked for repairs or called the building inspector.

Moving Out:

Complete your own check out form and take pictures or video documenting the condition of the apartment.

If your landlord presents you with a check-out form listing damages that you or your guests did not cause, do not sign it. Instead, complete your own check-out form with a witness and keep a copy.

Obtaining Your Security Deposit:

Your landlord must return your security deposit or a written, itemized list of deductions within 21 days from the date your lease ends [ATCP 134.06 (2)(a)]. Landlords may only deduct from the security deposit for damage beyond normal wear and tear, and unpaid rent and utilities [ATCP 134.06 (3)(a)]. Ensure you leave your landlord a forwarding address as landlords are no longer required to mail the security deposit to the tenant's last known address.

If the landlord violates any of the security deposit rules you should write a letter including a description of the violation or deduction you do not agree with, an explanation that you could take further action, and a reasonable deadline for the landlord to return the total deposit.

Issues with Your Landlord:

You should always try to work out disputes with your landlord first. There are sample letters to landlords about many issues, including breaking a lease, requesting repairs, and when your old landlord is giving a bad reference on the Tenant Resource Center website. However, if such efforts fail, there are a number of resources available to you.

- **Tenant Resource Center** – They can help you navigate state statutes and recommend a course of action. Visit tenantresourcecenter.org or call 608-257-0006 for more information.
- **Local Building Inspector** – They will perform an inspection on possible violations and give the landlord a firm deadline to resolve the issue.
- **Department of Agriculture, Trade and Consumer Protection** – They can contact your landlord about a potential violation and maintain record files of your case. Complaints can be done online at datcp.wi.gov or sent via mail to Department of Agriculture Trade & Consumer Protection, Bureau of Consumer Protection, P.O. Box 8911, Madison, WI 53708.
- **Small Claims Court** – As a last resort, if your landlord doesn't respond to written complaints within a reasonable time frame, you may sue them in small claims court. Contact your local county courthouse for more information.

Circumstances that lead to a voided lease:

- Anything that allows the landlord to do the following because the tenant contacted an entity for law enforcement services, health services, or safety services:
 - Authorizes eviction or exclusion of a tenant from the premises, other than by judicial eviction
 - Provides for an acceleration of rent payments in the event of tenant default or breach of obligations under the rental agreement, or otherwise waives the landlord's obligation to mitigate damages
 - Requires payment by the tenant of attorney fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement. This subsection does not prevent a landlord or tenant from recovering costs or attorney fees under a court order
 - Authorizes the landlord or an agent of the landlord to confess judgment against the tenant in any action arising under the rental agreement
- States that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under s. 704.07 or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant
- Imposes liability on a tenant for any of the following:
 - Personal injury arising from causes clearly beyond the tenant's control
 - Property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees
- Waives any statutory or other legal obligation on the part of the landlord to deliver the premises in a fit or habitable condition or to maintain the premises during the tenant's tenancy
- Allows the landlord to terminate the tenancy of a tenant if a crime is committed in or on the rental property, even if the tenant could not reasonably have prevented the crime

