BUREAU OF CONSUMER PROTECTION Consumer Facts

Protecting Wisconsin Consumers for 75 Years

Tenants' Rights and Responsibilities

As a tenant in Wisconsin, you have rights and responsibilities. To avoid problems, it is important that you know what these rights and responsibilities are:

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: a government authority had determined that the landlord has violated a building code; 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 provide you with the information check-in sheet before you move in. 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 the completed information check-in sheet and keep a copy for your own records. **If you fail to return the 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 premises 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.

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 serve 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 your landlord does not agree, find someone to be a witness to inspect the premises with you.

If you are moving out at the end of your lease, the landlord must return your security deposit 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 damages caused by you or your guests.

On the other hand, a routine across-the-board deduction from the security deposit for cleaning or carpet shampooing, in the absence of abuse, waste, or neglect on your part, is prohibited.

While charges cannot be withheld from the security deposit for normal wear and tear carpet cleaning, having a clause in your rental agreement that assesses a carpet cleaning fee or an upfront carpet cleaning charge is allowed.

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.

Month-to-month tenants may be given *either* a written "5-Day Quit or Pay Rent Notice" or a 14-day written notice to vacate the property.

- **5-day Notice.** This written notice from the landlord gives the tenant five days to pay rent or move out within the five days. If the tenant pays, 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 and staying in the building. If the landlord wants you to leave the property for violations of the rental agreement, a 14-day notice to vacate the property is usually given.

Termination notices for tenants on leases

When landlords do not receive the rent on time or believe the tenant has broken the rental agreement or caused damage, they may serve a 5-day written notice.

- If the tenant pays the rent within 5 days, the tenancy continues. If the tenant fails to pay the rent again within the following 12 months, the landlord may then give a 14-day termination notice for failure to pay rent without any other opportunity for the tenant to continue the tenancy.

- If tenants receive a 5-day notice for breaking the agreement, they may remain if they make a correction and comply. If tenants break any rule or cause damage within the following 12 months, the landlord may give a final 14-day termination notice specifying the breach or damage.

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, 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 Chapter 704, Wis. Stat., and by Chapter ATCP 134, Wis. Adm. Code. In addition, Chapter ATCP 125, Wis. Adm. Code, further regulates mobile home park operator-tenant relations.

If a landlord violates Chapter 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. Section 100.20(5), Wis. Stat., 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.

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

E-MAIL: DATCPHotline@wisconsin.gov

WEBSITE: datcp.wisconsin.gov

Toll-free in WI: (800) 422-7128

(608) 224-4976 ♦ FAX: (608) 224-4939 ♦ TTY: (608) 224-5058