



Background Information

Talking points/background information for Renting Definitions Matching Exercise and General Eviction Process. Instructors without a legal background, should not provide legal advice and/or opinions when presenting this information. Instructors are encouraged to partner with the legal community as guest speakers for this section of the curriculum.

Background information is based upon Wisconsin Landlord/Tenant Law. For those using this curriculum outside of the state of Wisconsin, refer to your state's Landlord/Tenant Law for applicable information that may differ from what is in the curriculum.

Renting Definition Activity

5 Day Notice

- Allows for the tenant the right to fix the violation (e.g., late payment of rent).
- For nonpayment of rent, “cure” means paying all the rent.
- For other rental agreement breaches, “cure” means taking reasonable steps reasonable steps to fix the breach and proceeding with reasonable diligence Wis. Stat. 704.17(2)(b).

14 Day Notice

- Not conditional like a 5 day notice – must move out.
- Must allow for at least 14 days.
- If you have a year rental agreement, a 14-day notice is only valid if you received a previous 5-day notice within the past 12 month for the same category of breach. There are two categories, the first is non-payment of rent, and the second is everything else required by the lease.

28 Day Notice

- Written notice given to terminate a month to month tenancy.

Check in/Check Out Form

- Form that documents the condition of a rental unit. Is completed by the tenant and/or landlord before moving in and subsequently again when moving out. Copy of Check In/ Check Out form is given to Landlord and one for Tenant. Make sure it is signed and dated by both parties.
- Taking photos or video of unit to have with Check In form, give copies to landlord, then redo the process when moving out to compare.
- Seven days to complete when moving in.

Cure

- Correct/fix the problem, e.g., pay rent.





Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

Deductions

- Written letter showing what deductions were assessed and the charge for each deduction from initial Security Deposit (e.g., cleaning or repairs).
- Must be itemized and reasonable.
- Sample letter from curriculum is available as a visual example for participants.

Evictions

- Legal process with multiple steps.
- Appears in Wisconsin CCAP – stays on record for generally 20 years.
- Talk about why not to be evicted.
- Eviction process flowchart for Wisconsin.

Intent to Vacate

- Tenant to landlord.
- Written notice to move out of a unit given by the tenant to landlord.
- Give even if you have a lease for a specific end date such as a month to month agreement.
- Rental agreement/Contract should be reviewed for written notice to vacate timeline.

Joint and Several Liability

- Legal term which means that each tenant in a unit may be held solely responsible for the entire amount of rent or other damages, including that owed by other co-tenants, if there is a clause in the rental agreement making tenants jointly and severally liable.
- The landlord may hold any combination of the tenants responsible at his or her discretion.
- A very important clause to know/understand when tenants are roommates.

Month to Month Agreement

- Requires a written 28 day notice to move out.
- Fewer protections regarding rent charges as the rent charge could change monthly; landlord must give tenant prior written notice of rent change.
- Tenant still gives written notice to move out of unit.

Normal Wear and Tear

- Minor chipping, discoloration of paint, or minor wear of carpet are examples.
- Linked to length of tenancy, e.g., what is normal after 1 year, 5 years, etc.





Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

Rent payment

- Request written receipt for rent payments regardless of payment method (i.e., cash, check, Auto withdrawal).

Rental Agreement

- Can be Oral or Written agreement.
- Specific agreement between a landlord and tenant for a specific unit/dwelling for a specific time frame.
- Tenants should request a copy of a signed rental agreement for their files.
- Tenants can request to review a rental agreement before signing so they are aware of what they are agreeing to.
- Legal document between a tenant and landlord guided by state/city landlord tenant ordinances/laws.

Security Deposit

- May be referred to as a Damage Deposit.
- Cannot be used as the last month's rent, unless the rental agreement states otherwise.
- Landlord has 21 days, postmarked, from last day of agreement or vacated property to return a tenant's Security Deposit minus any deductions.
- If the landlord makes any deductions from the security deposit, they must provide an itemized list of those deductions within 21 days.
- Be sure to either give the US Post Office your forwarding address, or provide it to your landlord.

Self-help Eviction

- Landlord may not take the law into his own hands.
- No being "put out" – belongings moved out of unit and/or on curb.
- Three general types – lock out/open up/utility shut off (Legal Action book) – all illegal in WI.
- Landlord may not change locks.
- Landlord may not take off doors open windows to leave your belonging vulnerable.
- Landlord may not have utilities shut off.





Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

Tenancy

- Possession of property, such as a dwelling unit, as a tenant.

General Eviction Process Discussion

Writ of Restitution

- Piece of paper that orders the sheriff to remove the tenant from the property.
- Landlord receives after being granted judgment of eviction by court.
- Landlord gives to sheriff, and sheriff has 1 to 10 days to deliver to tenant.
- When sheriff delivers, the tenant must leave.

Summons and Complaint

- Piece of paper landlord completes when he/she files for an eviction with the court.
- Delivered to the tenant by sheriff deputy or other process server.
- Tells the tenant when and where to go to court for the eviction action.

Return Date

- The date and time listed on the Summons and Complaint.
- Screening mechanism; screens out contested evictions (i.e., tenant disagrees and raises defense) and non-contested evictions.

Eviction Trial

- If tenant appears at the return date and disputes or contests the eviction, the matter is set for trial.
- Tenant must prove their defense at the trial (i.e., bring witnesses, documents, photos, etc.).

Instructor Background Information is based on information from the “Tenant Sourcebook” from Legal Action of Wisconsin, Inc. and “Apartment Management in Wisconsin” Tenant Resource Center with the assistance of Legal Action of Wisconsin, Inc. staff attorneys.

