



Contratos de arrendamiento: Tareas iniciales y finales

Temas para este módulo:

Lectura de un contrato de arrendamiento.

Procedimientos legales relacionados con los contratos de arrendamiento.

Finalización de un contrato de arrendamiento.

Preguntas claves:

- ¿Cuáles son algunas ventajas de contar con un contrato de arrendamiento por escrito?
- ¿Qué debe buscar o revisar en un contrato de arrendamiento?
- ¿A quién debe contactar si necesita asistencia para entender su contrato de arrendamiento?
- ¿Por qué debe evitar un desalojo?
- ¿Qué procedimientos deben seguirse cuando finaliza un contrato de arrendamiento?

Recuerde:

El **contrato de arrendamiento** es un documento legalmente vinculante que requiere que el arrendatario lo lea con cuidado y lo entienda. Es importante guardar una copia del contrato de arrendamiento mientras permanezca en la propiedad.

El **depósito de garantía** pagado al arrendador cuando se instala el arrendatario es un “seguro” para el arrendador en caso de que el arrendatario dañe la propiedad o no pague alguna renta.

El **desalojo** es el proceso legal que puede seguir el arrendador cuando el arrendatario viola un término del contrato de arrendamiento y no corrige la violación.

Referencias y recursos:

Guía para el arrendatario y arrendador:

<http://datcp.wi.gov/uploads/Consumer/pdf/LT-LandlordTenantGuide497.pdf>

El centro de recursos para inquilinos:

www.tenantresourcecenter.org/

Libro de consulta del arrendatario, acción legal de

Wisconsin: http://www.legalaction.org/content/index.cfm?cm_id=83

Código administrativo de Wisconsin, capítulo ATCP

134 Prácticas de arrendamiento de residencias: http://docs.legis.wisconsin.gov/code/admin_code/atcp/090/134.pdf

Biblioteca de derecho del estado de Wisconsin: <http://wilawlibrary.gov/topics/landlord.php>

Las referencias a los sitios web utilizados en esta publicación son para su conveniencia y no una aprobación o recomendación de un producto sobre otros productos similares.





Módulo F: Contratos de arrendamiento: Tareas iniciales y finales

Muestras del contrato de arrendamiento y el aviso de detector de humo

Form 19 RESIDENTIAL RENTAL AGREEMENT © 2016 Wisconsin Legal Blank Co., Inc. **AUGUST 2016 LEASE** Wisconsin Legal Blank Co., Inc. Milwaukee, Wis.

RESIDENTIAL RENTAL AGREEMENT

1 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular, whether 2 one or more) on the following terms and conditions:

3 **TENANT:** (2 adults and 2 children)

4 John Smith Jane Smith

5 Joseph Smith Julie Smith

7 **PREMISES:** Building Address:

8 1234 Wallaby Way

9 Sydney WI 54551

10 Sydney WI 54551

11 Apartment/room/unit: #12A

12 Other: _____

13 Included furnishings/appliances: refrigerator, range, oven

14 other (list or attach addendum): washer, dryer, range

15 _____

16 _____

17 _____

18 **RENT:** Rent of \$ 575.00 for Premises and

19 \$ _____ for other (specify) _____

20 is to be received no later than the 1st day of each month

21 and is payable at 1232 Wallaby Way, Sydney, WI 54551

22 If rent is received after the 5th day (main office)

23 the Tenant shall pay a late fee of \$ 25.00

24 Charges incurred by Landlord for Tenant's returned checks are

25 payable by Tenant. Landlord shall provide a receipt for cash

26 payments of rent. **All tenants, if more than one, are jointly and**

27 **severally liable for the full amount of any payments due**

28 **under this Agreement.** Acceptance of a delinquent payment

29 does not constitute a waiver of that default or any other default

30 under this Agreement. Other Landlord or Tenant obligations:

31 _____

32 _____

33 _____

34 _____

35 _____

36 _____

37 _____

38 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 575.00 to be held by Landlord or

39 Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set

40 forth in Wis. Stat. § 704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The

41 statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for

42 each item or claim. If repair costs are not known within twenty-one (21) days, Landlord may use a good faith estimate in the written accounting. The reasonable cost

43 for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set

44 forth in Wis. Stat. § 704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

45 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of

46 their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects, and (b) request a list of physical damages or defects, if any, charged against

47 the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the

48 previous Tenant's security deposit regardless of whether or not such damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from

49 when the request was received or within seven (7) days after Landlord notifies the previous Tenant of the security deposit deductions, whichever occurs later. Landlord need

50 not disclose previous Tenant's identity nor the amount deducted from the previous Tenant's security deposit. Landlord will provide Tenant with a Check-in / Check-Out sheet.

51 Should Tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

52 **NOTICE TO VACATE: Lease for Term.** No written notice is required to terminate a lease for term because the lease automatically ends on the last day of the term.

53 Nonetheless, both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original

54 lease term and if so, enter into a new rental agreement accordingly. Month to Month Tenancy - Written notice must be received by the other party at least twenty-eight

55 (28) days prior to the ending of a month to month tenancy. A month to month tenancy may only be terminated at the end of a rental period. A rental period runs from

56 the first day of a calendar month through the last day of a calendar month.

57 **CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under this Agreement and that they are subject to the laws of Wisconsin, including

58 Wis. Stat. ch. 704 and ch. 789, Wis. Admin. Code § ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules and regulations

59 related to the Premises, including local housing codes.

60 **CONDITION OF PREMISES:** Tenant has had the opportunity to inspect the rental unit and has determined that it will fulfill their needs and acknowledges that the unit

61 is in good and satisfactory condition, except as noted in the Check-in / Check-Out sheet provided to them, prior to taking occupancy. Tenant agrees to maintain the

62 premises during their tenancy and return it to Landlord in the same condition as it was received less normal wear and tear.

63 **RENTERS INSURANCE RECOMMENDED:** Landlord recommends that Tenant purchase Renter's Insurance to protect Tenant's personal property and to protect

64 Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renter's Insurance that Tenant may not have any insurance

65 coverage should Tenant's belongings be damaged or should Tenant be held liable to a third party and/or the Landlord.

66 **TIME IS OF THE ESSENCE:** As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before, vacating of the

67 Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in this Agreement or by law.

68 Time is of the essence means that a deadline must be strictly followed.

69 **SPECIAL PROVISIONS:** _____

70 _____

71 _____

72 **RENTAL DOCUMENTS:** Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review

73 prior to entering into this Agreement and prior to accepting any earnest money or security deposit.

74 **Pets and water beds are not permitted unless indicated otherwise in writing.**

75 **NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS.**

76 **OWNER / AGENT OF OWNER** Signature: Phillip Sherman 8/10/2016

77 Print Name: Phillip Sherman (date)

78 **TENANT(S)**

79 Signature: John Smith 8/10/2016 Signature: Jane Smith 8/10/2016

80 Print Name: John Smith (date) Print Name: Jane Smith (date)

81 Signature: _____ (date) Signature: _____ (date)

82 Print Name: _____ (date) Print Name: _____ (date)

8/2/2016 - Drafted by Attorney Tristan R. Pettit of Pettit + Stocking S.C. © 2016 Wisconsin Legal Blank Co., Inc.

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Módulo F: Contratos de arrendamiento: Tareas iniciales y finales

603 POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's
604 property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be
605 considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the
606 tenancy and gives Landlord written notice that the Tenant has vacated, surrender occurs when Landlord receives the written notice that the Tenant has vacated. If the Tenant mails
607 the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy,
608 surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or
609 renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less
610 costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive
611 weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.
612 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement
613 between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord,
614 in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from
615 the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons
616 a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of
617 property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.
618 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as
619 occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which
620 unduly disturb neighbors or tenants; and/or (3) use, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and
621 extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants
622 and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of
623 Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it
624 is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.
625 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage when Tenant may sustain from the
626 following: (a) theft, burglary, or other crime acts committed by a third party in or about the premises; (b) delay or interruption in any service from any cause whatsoever;
627 (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever; (d) injury or damage caused by bursting or leaking pipes or back up of sewer drains and
628 pipes; (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice by Tenant of the problem. Tenant
629 holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.
630 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity,
631 including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3)(m), Landlord may terminate the tenancy of Tenant, without
632 giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if
633 Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity
634 that threatens the health or safety of, or right to peaceful enjoyment of, the Premises by, other tenants; (b) criminal activity that threatens the health or safety of, or
635 right to peaceful enjoyment of, their residences by persons residing in the immediate vicinity of the Premises; (c) criminal activity that threatens the health or safety of
636 Landlord or an agent or employee of Landlord; (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near
637 the Premises. The above does not apply to a tenant who is the victim, as defined in Wis. Stat. § 89.02(4), of the criminal activity. It is not necessary that there have
638 been an arrest or conviction for the criminal activity or drug-related criminal activity.
639 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the
640 following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns, without the
641 prior written consent of Landlord.
642 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building
643 and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of
644 a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or
645 redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display
646 anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless
647 Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whenever party is obligated to provide heat for
648 the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.
649 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any structural alterations to the Premises without the prior written consent of Landlord. Modifications include,
650 but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, building of any additions, or any
651 modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings or related items
652 within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said
653 costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.
654 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail
655 to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the
656 Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated
657 and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given
658 such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other
659 covenant or condition of Tenant's lease, this lease may be terminated if Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving
660 of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3)(m), 704.17(2)(a), and 704.18(3).
661 These provisions shall apply to any tenancy for a specific term and extend away to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies
662 as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.09, and Wis. Admin. Code § ATCP 134.
663 **UTILITY RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent.
664 Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.
665 **RENT:** All late fees, security deposit, utility charges, and/or other monetary amount set forth under this Agreement are to be considered and defined as "rent."
666 **REPAIRS:** Any promise by Landlord, made before expiration of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion,
667 will be included in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond
668 Landlord's control. Landlord shall give timely notice of any delay to Tenant.
669 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.
670 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**
671 **1.** As provided in Wis. Stat. § 16.50 (Domestic Abuse), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the
672 tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking
673 committed by either of the following: (a) A person who was not the tenant's invited guest; (b) A person who was the tenant's invited guest, but the tenant has done either
674 of the following: (1) Sought an injunction barring the person from the premises; (2) Provided a written statement to the landlord stating that the person will no longer be an
675 invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
676 **2.** A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided
677 in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
678 **3.** A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.
679 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate this Agreement,
680 or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option
681 to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenable,
682 Landlord shall repair the damages as soon as reasonably possible.
683 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance
684 notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter
685 without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building
686 from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.
687 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and
688 which are the result of the tenant's (or any member of the tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure
689 to remove garbage and waste, and/or improper use of the Premises.
690 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to
691 substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the tenant. Landlord may amend the rules to provide for newly
692 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's
693 use and enjoyment of the Premises or the property of which it is a part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the
694 time of the signing of this Agreement.
695 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is
696 accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements
697 have been made in writing.
698 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.
699 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this
700 Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.
701 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to
702 be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.
703 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary
704 and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed,
705 is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

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Módulo F: Contratos de arrendamiento: Tareas iniciales y finales

Form No. 988 Smoke Detector Notice
Wisconsin Statutes 101.145

Wisconsin Legal Blank Co., Inc.
Milwaukee, WI

SMOKE DETECTOR NOTICE

1 John Smith/Jane Smith
2 Name

3 1234 Wallaby Way, #12A
4 Address

5 Sydney, WI 54551
6 City/State/zip

7 Landlord has provided working smoke detectors on the Premises as required by law. Tenant acknowledges that all
8 smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows: (a) Landlord
9 shall be responsible for maintaining and testing all smoke detectors in common areas as required by law; (b) Tenant
10 shall be responsible for maintaining and testing all smoke detectors within Tenant's unit as required by law; (c) Tenant
11 shall inform Landlord, in writing, of any smoke detector that is not working and Landlord shall have (5) days after
12 receipt of written notice to repair or replace smoke detector; (d) Tenant shall replace batteries in all smoke detectors
13 inside Tenant's unit as necessary.

14 Resident acknowledges that all smoke detectors in the unit are working properly.

15 John Smith 8/10/16
16 Tenant's Signature Date

Phillip Sherman 8/10/16
Landlord/Agent's Signature Date

17 Jane Smith 8/10/16
18 Tenant's Signature Date

19 _____
20 Tenant's Signature Date

3/1/10 - Drafted by Attorney Tristan R. Pettit of Petrie & Stocking S.C.

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Lista de verificación del contrato de arrendamiento

Un contrato de arrendamiento es un contrato legal, ya sea escrito u oral, entre el arrendador y el arrendatario. Los términos del contrato explican lo que el arrendador espera del arrendatario y lo que el arrendatario espera del arrendador. A continuación, encontrará algunas cosas que debe saber sobre los términos de su contrato de arrendamiento antes de firmarlo. Con el contrato de arrendamiento y el aviso de detectores de humo muestras, localice el número de línea que responde cada pregunta y escríbalo en el espacio en blanco y conteste la pregunta en el espacio después de la misma.

- _____ 1. ¿Cuánto dura el contrato de arrendamiento?
- _____ 2. ¿Cuánto dura el contrato de arrendamiento?
- _____ 3. Si viola los términos de la renta ¿qué sucede?
- _____ 4. ¿Cuánto cuesta la renta?
- _____ 5. ¿Cuándo se tiene que pagar la renta?
- _____ 6. ¿Existe una multa por un pago tardío?
- _____ 7. ¿Dónde paga la renta?
- _____ 8. ¿A quién le paga la renta?
- _____ 9. ¿Qué servicios debe pagar usted?
- _____ 10. ¿Existe algún pago que deba realizar adicionalmente a la renta, como un depósito de garantía, estacionamiento o servicios?
- _____ 11. ¿Cuándo puede aumentar la renta?
- _____ 12. ¿Qué sucede si necesita mudarse antes de que termine el contrato de arrendamiento?
- _____ 13. ¿Se permiten mascotas?
- _____ 14. ¿Usted es responsable de algún mantenimiento o reparación?
- _____ 15. ¿A quién debe reportar los problemas? (Debe contar con un nombre, número telefónico y dirección)
- _____ 16. ¿Quién es responsable de asegurarse que funcionen los detectores de humo y los detectores de monóxido de carbono en el departamento?
- _____ 17. ¿Cuándo puede ingresar en el departamento el arrendador?



Disposiciones de arrendamiento no estándar

Form 984 Nonstandard Rental Provisions

Wisconsin Legal Blank Co., Inc.
Milwaukee, Wisconsin
Page 1 of 2

NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your Landlord may assess and withhold from your security deposit.

Name of Tenant(s): John Smith Jane Smith
Joseph Smith Julie Smith
Address of Premises: 1234 Wallaby Way Sydney, WI 54551
(Street) (City, State, Zip)

Note: Landlord may strike (x) any provisions that are not applicable and/or add any additional provisions as needed.

1. **LATE FEE:** A late fee of \$ 100.00 will be charged as set forth in the rental agreement upon all late rental payments. These fees may be deducted from Tenant's security deposit.
2. **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient funds or for any other reason, Tenant will be charged a fee of \$ 25.00 per occurrence. If Landlord incurs any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual costs incurred by Landlord as a result. These fees and costs may be deducted from Tenant's security deposit.
3. **GARBAGE/TRASH REMOVAL:** If Tenant leaves garbage or trash in hallway, outside of door of unit, or in any other common area of building or grounds which is not designated for the deposit of garbage or trash, Tenant will be charged a fee of \$ _____ plus the actual costs incurred by Landlord to remove the garbage or trash. These fees and costs may be deducted from Tenant's security deposit.
4. **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the Tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of \$ _____ for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables. These fees and costs may be deducted from Tenant's security deposit.
5. **LAWN MOWING/SNOW REMOVAL:** If Tenant fails to mow the lawn and/or remove snow from sidewalks or other designated areas within a reasonable time period, Tenant will be charged a fee of \$ _____ plus the actual costs incurred by Landlord to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs imposed on Landlord due to Tenant's failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These fees and costs may be deducted from Tenant's security deposit.
6. **PARKING:** Tenant may park his/her vehicle in the designated area or space as set forth in the rental agreement. If Tenant parks his/her vehicle anywhere other than the designated area or space Tenant will be charged a fee of \$ _____ for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being charged the above-mentioned fees. These fees may be deducted from Tenant's security deposit.
7. **FAILURE TO PERMIT ACCESS TO UNIT:** If Tenant fails to permit access to unit after Landlord has properly complied with all notice provisions set forth in Wis. Stat. ch. 704 and Wis. Admin. Code § ATCP 134, Tenant will be charged a fee of \$ _____ for each occurrence. Tenant will also be charged for any damages and/or costs incurred by Landlord as a result of Tenant's failure to allow access to unit. These fees and costs may be deducted from Tenant's security deposit.
8. **RETURN OF KEYS/GARAGE DOOR OPENER:** If Tenant fails to return all keys including, but not limited to, mailbox, laundry, and storage keys, as well as garage door openers upon vacating, Tenant will be charged a fee of \$ _____. These fees may be deducted from Tenant's security deposit.
9. **DAMAGE, WASTE OR NEGLECT:** Tenant is responsible for any damage, waste or neglect to the Premises including but not limited to the: building, grounds upon which the building sits, rental unit, and any common areas. The Premises should be left in the same condition that it was received less any normal wear and tear. If there is any damage, waste or neglect to the Premises, Tenant will be charged the actual costs incurred by Landlord up to \$ _____ per hour plus the costs of any materials. These fees and costs may be deducted from Tenant's security deposit.
10. **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the prior written consent of Landlord. If Tenant makes modifications to unit without the prior written consent of Landlord then Tenant will be charged the actual costs to return the unit to its original condition. These costs may be deducted from Tenant's security deposit.

3/23/16 - Drafted by Attorney Thelton R. Pettit of Pettit & Stocking S.C.

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Módulo F: Contratos de arrendamiento: Tareas iniciales y finales

Form 984 Nonstandard Rental Provisions

Page 2 of 2

Name of Tenant(s): John Smith Jane Smith
Joseph Smith Julie Smith

11. 46 **REMOVAL OF ABANDONED PROPERTY:** If Tenant leaves behind any personal property after vacating or if
47 Tenant's personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant
48 will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant's personal property.
49 These fees and costs may be deducted from Tenant's security deposit.

12. 50 **RE-RENTAL COSTS:** If Tenant vacates the unit without proper notice or is removed from the property for failure
51 to pay rent or any other breach of rental agreement, Tenant will be responsible for all charges permitted under
52 Wis. Stat. § 704.29 including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for
53 which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord's duty to
54 mitigate. These charges may be deducted from Tenant's security deposit.

13. 55 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If Tenant remains in possession of the premises
56 without the consent of Landlord after expiration of lease or termination of tenancy by notice given by either
57 Landlord or Tenant, or after termination by valid agreement of the parties, Tenant shall be liable for any damages
58 suffered by Landlord because of Tenant's failure to vacate within the time required. In absence of proof of greater
59 damages, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the
60 time Tenant remains in possession. Should Tenant's hold over result in the loss of any portion of rent by Landlord,
61 Tenant shall be responsible for any lost rent. These charges may be deducted from Tenant's security deposit.

14. 62 **RENTAL PROMOTION/CONCESSION:** If Tenant vacates the rental unit prior to the end of the rental term, is
63 evicted prior to the end of the rental term, or if Tenant's tenancy is terminated for any reason prior to the end
64 of the rental term, Tenant will forfeit any rent promotion/concession received. Any forfeited rent promotion/
65 concession will be treated as unpaid rent and will immediately become due and payable by Tenant. Any forfeited
66 rent promotion/concession may be deducted from Tenant's security deposit.

15. 67
68
69

16. 70
71
72

73 Tenant acknowledges that Landlord or Landlord's agent has specifically identified each nonstandard rental provision
74 with Tenant prior to entering into a rental agreement.

75 Date: 8/10/2016

76 Phillip Shorman
Owner/Agent of Owner Signature

77

78

John Smith

Tenant Signature

Jane Smith

Tenant Signature

Tenant Signature

Tenant Signature

79 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's
80 security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed
81 by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was
82 provided by a government-owned utility, to the extent that the landlord becomes liable for tenant's nonpayment; (e) unpaid monthly
83 municipal permit fees assessed against the tenant by a local unit of government under Wis. Stat. § 66.0435(3), to the extent that
84 the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant(s)
85 prior to entering into a rental agreement with the tenant. When tenant initials each nonstandard rental provision and tenant(s) signs
86 at the end of document, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and
87 that the tenant has agreed to it.

88 Wis. Stat. § 704.23(2).

3/23/16 - Drafted by Attorney Tristan R. Pentz of Pentz + Stocking S.C.

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Lenguaje del contrato de arrendamiento (Actividad de parejas)

Forme parejas colocando en el espacio en blanco de la columna izquierda la letra que corresponda a la definición correcta de la columna de la derecha .

- | | |
|--|---|
| _____ Formato de entrada y salida | A. Formato que documenta la condición de una unidad de arrendamiento. Lo completa el arrendador o el arrendatario antes de instalarse al nuevo sitio y subsecuentemente cuando se muda de un sitio |
| _____ Deducciones | B. Posesión de la propiedad, como una unidad habitacional, como arrendatario. |
| _____ Intento de desalojo | C. El total de todos los pagos y depósitos proporcionados por el arrendatario al arrendador como garantía del cumplimiento de la obligación del arrendatario, incluye todos los pagos de la renta además de la renta pagada por anticipado de un mes. |
| _____ Contrato de mes con mes | D. Notificación por escrito del arrendatario al arrendador sobre que pretenden mudarse de la propiedad, por lo general, 28 días antes de que se venza el siguiente pago de la renta. |
| _____ Desperfectos y desgaste normales | E. El daño que ocurre durante un arrendamiento que no es resultado del mal uso de la propiedad por parte del arrendatario. |
| _____ Contrato de arrendamiento | F. El dinero que toma el arrendador del depósito de garantía del arrendatario para cubrir los daños o el dinero que se le debe. |
| _____ Depósito de garantía | G. Un contrato oral o escrito entre el arrendador y el arrendatario, por la renta de una unidad habitacional específica o unas instalaciones en el que el arrendador y el arrendatario acuerdan los términos esenciales del arrendamiento. |
| _____ Arrendamiento | H. Un contrato de renta por un arrendamiento de mes a mes. |



Cuestionario sobre responsabilidades de los arrendatarios

1. No se necesita proporcionar un aviso antes de mudarse de la casa.
☐ Verdadero ☐ Falso
2. Si su compañero de cuarto se muda antes de que finalice el contrato de arrendamiento y deja de pagar su parte de la renta, usted es responsable de su parte del arrendamiento.
☐ Verdadero ☐ Falso
3. Los arrendadores pueden esperar los depósitos de garantía hasta que sea conveniente para ellos.
☐ Verdadero ☐ Falso
4. Cuando se muda un arrendatario, se permite que los arrendadores deduzcan los desperfectos y el desgaste normales.
☐ Verdadero ☐ Falso
5. Si necesita mudarse antes, su depósito de garantía puede servir como la renta del último mes.
☐ Verdadero ☐ Falso
6. Los contratos de arrendamiento con un plazo fijo terminan, a menos que el arrendador o el arrendatario realice los arreglos para continuar el contrato.
☐ Verdadero ☐ Falso
7. Si recibe un “aviso de 5 días” sobre que se venció la renta, debe pagar la renta dentro de 5 días o más.
☐ Verdadero ☐ Falso
8. Si tiene un arrendamiento de mes con mes y recibe un aviso de 14 días sobre que se venció la renta, usted debe mudarse.
☐ Verdadero ☐ Falso
9. Si tiene una renta para un plazo de más de un mes y menos de un año, y recibió un aviso de 5 días con el derecho de corregir el problema en el último año, debe mudarse si recibe un aviso de 14 días.
☐ Verdadero ☐ Falso
10. Si no se muda después de recibir un aviso de finalización, el arrendador puede cambiar de inmediato las cerraduras y sacar su propiedad del departamento.
☐ Verdadero ☐ Falso



Carta de deducciones del depósito de garantía

Sunrise Apartments

15 de enero de 2017

Jill Nelson
Apartment 201
Sunrise Circle
Somewhere, WI 55555

Estimada Sra. Nelson:

Adjunto encontrará un cheque por \$295. Éste es el saldo de su depósito de garantía de \$650, después de que se dedujeron los siguientes gastos:

1. Limpieza de la cubierta de la estufa y reemplazo de las bandejas recolectoras de aceite de los quemadores que no pudieron ser limpiadas	_____	\$25.00
2. Cuenta del agua sin pagar en diciembre	_____	\$50.00
3. Reemplazo del vidrio cuarteado en la ventana del ala oeste de la recámara sur	_____	\$125.00
4. Retiro de la basura dejada en la propiedad, incluso un monitor de TV, latas de pintura y	__	\$155.00
DEDUCCIONES TOTALES	_____	\$355.00

Adjunto encontrará las copias de los recibos del servicio de limpieza, las bandejas recolectoras de aceite, la cuenta de agua, la reparación de la ventana y la eliminación de la basura. También incluí imágenes de la estufa, la ventana rota y la basura que dejó.

Agradecemos su arrendamiento y le deseamos un buen futuro.

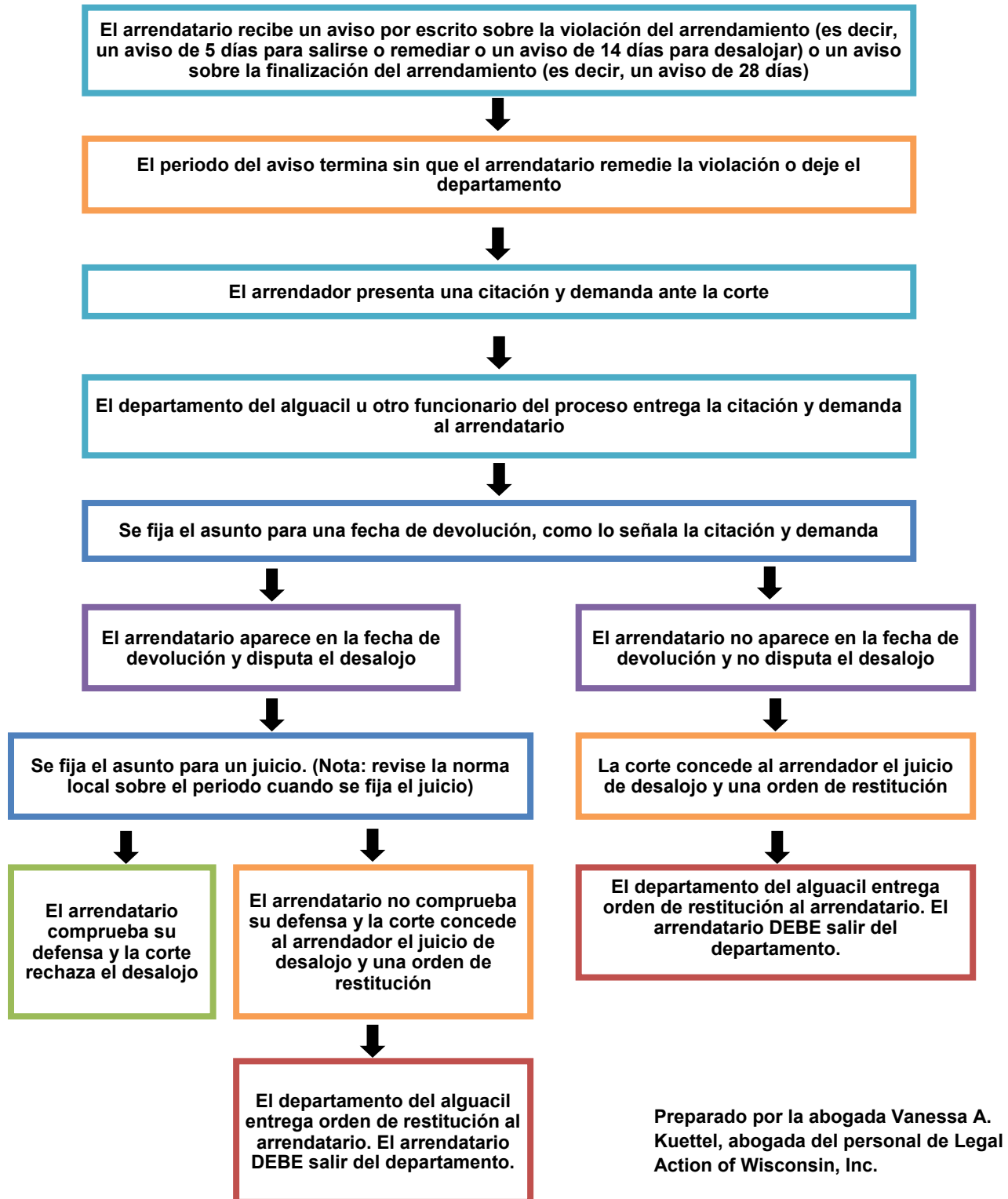
Atentamente,

Jane Smith
Sunrise Apartments
1111 Eastview Blvd.
Somewhere, WI 55555



Tabla general del proceso de desalojo

Proceso general de desalojo



Preparado por la abogada Vanessa A. Kuettel, abogada del personal de Legal Action of Wisconsin, Inc.



Lenguaje de los avisos y el desalojo (actividad de parejas)

Forme parejas colocando en el espacio en blanco de la columna izquierda la letra que corresponda a la definición correcta de la columna de la derecha.

- | | |
|---------------------------------|---|
| _____ Aviso de 28 días | A. Un aviso por escrito entregado al arrendatario por la violación del contrato de arrendamiento, en el que se le dan 5 días para remediar la violación o salirse. |
| _____ Desalojo | B. Un aviso por escrito entregado al arrendatario por la violación del contrato de arrendamiento, en el que se le dan 14 días para salirse; si tiene un arrendamiento bajo una renta por escrito, debe recibir un aviso previo de 5 días con el derecho de corregir el problema dentro de 12 meses antes de que el arrendador le proporcione un aviso de 14 días. |
| _____ Responsabilidad solidaria | C. Un aviso por escrito entregado para terminar el arrendamiento de mes con mes. |
| _____ Fecha de devolución | D. Arreglar o realizar los pasos importantes para arreglar una violación del contrato de arrendamiento, es decir, pagar la renta. |
| _____ Desalojo ilegal | E. El proceso del tribunal necesario para sacar a un arrendatario que ha violado materialmente el contrato de arrendamiento. |
| _____ Citación y demanda | F. Una acción ilegal durante la que el arrendador fuerza al arrendatario a salirse de la unidad de renta sin haber pasado por el proceso formal de desalojo. |
| _____ Aviso de 5 días | G. Formulario que completa el arrendador cuando presenta una petición de desalojo ante la corte. |
| _____ Orden de restitución | H. La fecha y la hora señaladas en las citaciones y demanda. |
| _____ Remediar | I. Si el arrendatario disputa en la fecha de evolución, se pasa el asunto a un juicio. |
| _____ Aviso de 14 días | J. Un aviso escrito que señala que el arrendador tiene el derecho de solicitar al arrendatario salirse del departamento, entregada al arrendatario por el departamento del alguacil. El arrendatario DEBE salirse del departamento. |
| _____ Juicio de desalojo | K. Un concepto legal que significa que cada arrendatario en la unidad es exclusivamente responsable por toda la cantidad de la renta u otros daños, incluso la que deban otros coarrendatarios. |



Registros de su arrendamiento

Mantenga un registro de los siguientes documentos. Se recomienda guardar los documentos en una bolsa grande y de cierre hermético

- _____ Certificado de *Rent Smart*
- _____ Copia del contrato de arrendamiento
- _____ Formato de entrada y salida y fotos
- _____ Reglas y políticas del edificio
- _____ Cartas y avisos del gerente de la propiedad
- _____ Listas de los registros de las conversaciones telefónicas
- _____ Copias de las solicitudes por escrito y cartas
- _____ Registro de los pagos de los servicios
- _____ Recibos de las rentas
- _____ Copia del historial de crédito
- _____ Política del seguro de arrendatarios