

# Rent Smart

## Workbook



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY

*An EEO/AA employer, University of Wisconsin-Extension provides equal opportunities in employment and programming, including Title VI, Title IX, and the Americans with Disabilities Act (ADA) requirements.*



**Extension**

UNIVERSITY OF WISCONSIN-MADISON

## **Statewide Virtual Rent Smart Program Frequently Asked Questions:**

Question: How do I attend this program?

Answer: This is a virtual, live program so log in to the zoom room just prior to the start time. The zoom link will be sent in an email to you. To get credit for attending, please do one of the following:

- If your full name doesn't show up on your picture, change your name by going to the participant list, hovering over your name until you see "more" and then click on "more" and "rename" then type your name.
- Sending a private chat to the co-host with your full name.

Question: I want to make sure my technology works. How can I do that?

Answer: We offer a pre-program tech check one week prior to the program to allow participants to check technology, ask questions and verify their address. We have a lot of content to cover during our Modules so this is the time to ask non-content related questions. We highly suggest attending this for quick check in. If you are not able to attend this check in, you may log in 15 minutes prior to the first class to check your technology.

Question: What do I have to do to receive a Rent Smart certificate?

Answer: To receive Rent Smart Certificate of Completion, you must attend successfully complete all of the Rent Smart Modules.

Question: When and how will I get my certificate?

Answer: Certificates will be sent via US Mail (paper copy) and via email (digital copy) within one week of the conclusion of the sixth module of that Rent Smart program series.

Question: What if I miss an entire or a substantial portion of a class/module?

Answer: We understand that life happens so if you must miss a class, we will offer an online self-study make up option for a maximum of two modules and will allow you to receive a certificate of completion. An email will be sent within one business day of the module with instruction about how to get to that module's self study program. You can take the quizzes as many times as you would like, and you'll need a score of 80% (so 8 out of 10 correct answers) to pass. We do encourage attending all of the online programming so you can get the most out of the class and ask questions but recognize that life may get in that way!

Question: What if I miss more than 2 modules?

Answer: We keep track of the modules you have attended so you can sign up for another program and just attend the modules you missed. After you have fulfilled the requirements, you will be issued a certificate.

Question: Who do I contact if I have questions?

Answer: You can reply to email messages or contact the Rent Smart Curriculum Team Leader, Amanda Kostman at [amanda.kostman@wisc.edu](mailto:amanda.kostman@wisc.edu)



## **Zoom technology etiquette to remember:**

- Be prepared for class.
  - Find an appropriate place to take the class. Make sure it has good internet, is quiet (or you have headphones) to hear best, limit distractions, etc.
  - Take care of your personal needs (bathroom, beverage, etc) prior to logging.
  - Have your workbook, writing utensils and other class materials ready before you log in.
- If you are new to online learning, log in to the first class early to test your equipment.
- Be sure to mute your mic (lower-left corner of your screen) as soon as you sign on and whenever you are not speaking. This is important and perhaps the most critical tip on this list to avoid background noise and distractions for others.
- Consider muting your video (also on the lower left of the screen) if you are eating, scratching, talking with someone else in the room, or anything else that might be distracting to others.
- Close unneeded applications on your computer to keep the video optimally functioning.
- You might want to use a headset with an external mic for best hearing and speaking capabilities.
- When you are speaking, let others know that you are finished by saying one of these signoffs: “That’s all.” “I’m done.” “Thank you.” So that everyone knows you have finished your comments.
- If you want to speak, physically raise your hand or use the “raise hand” feature that is available at the bottom center of your screen.
- You can ask questions and make comments silently if desired using the “Chat” feature (also on the bottom and center of your screen).
- Be mindful of your background lighting. If you are sitting in front of a window, you may be completely darkened by the light coming through the window. Your overhead light also might need to be turned off or dimmed as well.
- Be sure that there is nothing visually distracting (e.g., cars or people going by) in the background too.
- Remember to sign out or “leave the meeting” when the session is finished.
- Clothing is not optional. You do not need to be dressed fancy but we do require clothing to be worn.

## **Extension Websites of Interest**

- UW-Madison Extension Financial Website: <https://finances.extension.wisc.edu/>
- How to connect with your own UW-Madison, Division of Extension Financial Coach: <https://fyi.extension.wisc.edu/toughtimes/financial-educator/>
- This website provides self study modules around different financial topics: <https://fyi.extension.wisc.edu/moneymatters/> and you can even get a certificate to prove you have successfully completed the modules!
- This website helps those experiencing tough financial times: <https://fyi.extension.wisc.edu/toughtimes/>
- This website talks about checking your credit history (and score) [https://finances.extension.wisc.edu/article-topic/building-and-maintaining-credit/?ss\\_redir=1](https://finances.extension.wisc.edu/article-topic/building-and-maintaining-credit/?ss_redir=1)



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## Helpful Hints for Connecting to Zoom Meetings

Meeting participants may use several devices and tools to connect to Zoom Meetings.


This document will provide guidance for each of these methods:

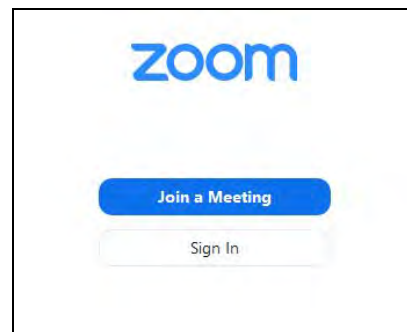
- ☐ PC or MAC software (desktop client)
- ☐ Web browser
- ☐ Android mobile apps, and Apple mobile apps (smartphones or tablets)
- ☐ Telephone call-in

### Helpful links:

- ☐ <https://zoom.us/test>: Test your internet connection by joining a meeting at any time.
- ☐ Zoom Support page: [Joining a Meeting](#)
- ☐ If you have difficulty, you may find answers on Zoom's support site:  
<https://support.zoom.us/hc/en-us>

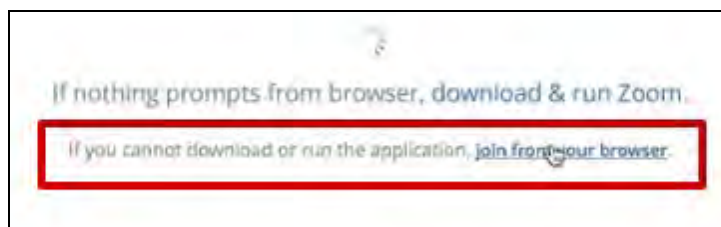
### Join via PC or MAC Zoom software (desktop client)

- If you will join a Zoom Meeting from a personal or work desktop or laptop, downloading the Zoom client is an easy way to join.
- You may automatically download the Zoom desktop client by clicking here: <https://zoom.us/support/download>
- You may either join a meeting without creating an account or signing in by clicking  and entering the 10-digit Meeting ID
- You may also enter the Meeting directly by clicking on the link included in your invitation, it begins with <https://uwextension.zoom.us/j/10-digit-number>



### Join from a web browser

- If you are unable to use the desktop client, you may join from your browser.
- Click on the link in your invitation and this prompt will appear. Click "join from your browser"





## Recommended browsers:

- Chrome or Firefox work best
  - Internet Explorer, Edge, and Safari have limited capabilities.
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## Join from an Android or Apple app via Smartphone or Tablet



- Open the Zoom Cloud Meetings mobile app from the [Google Play Store](#) or the [Apple App Store](#)
    - Tap “Join a Meeting” if you want to join without signing in.
    - Sign Up or Sign In with an account then click +Join
  - Enter the 10-digit Meeting ID
  - If your invitation includes a One-Touch Mobile code, simply tap to connect from your mobile device.
  - \*\* Apple users! (iPhone, iPad, and MAC users: Please refer to the Settings section on the [Getting Started with iOS Zoom](#) support page.
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## Join from a telephone



- On your phone, dial the phone number provided in your invitation.
  - Enter the meeting ID number when prompted, using your dial-pad.
  - Please note that long-distance charges may apply. This is not a toll-free number.
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# ***Rent Smart***

## ***Module A***

# ***How Much Will It Cost? And Can I Afford It?***



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WALWORTH COUNTY



## How Much Will It Cost? And Can I Afford It?

### Module Notes:

Identifying total cost of rental units.

How to compare rental units based on total costs.

Budgeting income and expense.

### Remember:

One reason budgets don't work for many of us is that our spending and expenses change weekly or monthly.

Tracking your spending lets you stay on top of where your money is really going. It gives you the big picture for all of your spending during the month.

**If your monthly expenses are consistently higher than your monthly income, you have 3 options:**

- cut back on spending
- increase your income
- both

Many banks/credit unions offer online bill paying, tracking, text messages, online piggy banks for saving money, and other features.

### Questions to Consider:

- What do the ads tell you about the cost of a unit?
- What are your main sources of income that can be counted on for Creating a Spending Plan? Do you have income from other sources, other than wages, or non-cash income such as Food Share?
- What are your largest monthly expenses?
- How will you track spending and reduce spending if needed?

### References and Resources:

#### Free programs for tracking spending:

<http://www.mint.com>

#### Mobile Apps:

<https://www.billguard.com>

<https://www.levelmoney.com>

References to websites used in this publication are for your convenience and not an endorsement of one product over other similar products.



## Module A: How Much Will It Cost? And Can I afford It?

### What Do the Ads Tell you?

Before making a decision on which each rental unit to visit, determine and compare the total costs—rent, any utility charges, and other possible costs, such as parking.

Call the number listed for a unit and find out needed information on the cost of the unit. Ask such questions:

- What is the address of the unit?

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- What is included in the rent?

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- What utilities does the tenant pay? What is the hook-up charge? Is there a deposit for utilities? Is it refundable when lease ends?

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- How much have these costs been in the past?

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Landlords should provide this information; however, it is the renter's responsibility to ask for it. If you have the address, you can get information on past usage by calling the utility company.

- What other costs could the tenant be expected to pay? (i.e. pet deposit, parking, garage, damage deposit, etc.)

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For Activity 2: Use the answers to these questions to fill in **Handout 2** and compare costs.



## Comparing Rental Costs

When looking for a place to live, check out all the costs. Before applying to a rental unit or signing a rental agreement or lease, ask questions to determine all of the costs you would be expected to pay. Use the chart to help you compare the total costs of rental units.

Unit	#1	#2	#3
<b>Expense (initial cost)</b>			
Security deposit			
Application deposit*			
Other (for example, 1 <sup>st</sup> & last month rent)			
<b>Total</b>	\$	\$	\$
<b>Monthly Cost</b>			
Rent			
Utilities			
Water & sewer			
Trash pick-up			
Parking			
Garage/storage			
Cable			
Internet			
Maintenance (for example, lawn, snow)			
Laundry			
Transportation			
Other			
<b>Total</b>			
<b>Money needed 1<sup>st</sup> month</b>	\$	\$	\$

\*A landlord may charge a prospective tenant the actual cost (up to \$20) to obtain a consumer credit report ONLY from a national consumer reporting agency. The landlord must notify the tenant of this charge before requesting the report, give the tenant a copy of the report and allow the tenant to provide their own report if it is less than 30 days old.

\*If landlord requires tenant to pay an earnest money deposit with rental application, landlord has 3 business days after accepting the deposit to accept the tenant or return the earnest money. If the landlord rejects the rental application, the landlord must return the entire earnest money deposit to the applicant by the end of the next business day after rejecting the application. If an applicant decides not to rent after the landlord accepts their application, the landlord may withhold actual costs or damages from the deposit.

LANDLORD TENANT GUIDE–2016 (Department of Agriculture, Trade and Consumer Protection)



## Comparing Rental Costs

When looking for a place to live, check out all the costs. Before applying to a rental unit or signing a rental agreement or lease, ask questions to determine all of the costs you would be expected to pay. Use the chart to help you compare the total costs of rental units.

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<b>Monthly Cost</b>			
Rent			
Utilities			
Water & sewer			
Trash pick-up			
Parking			
Garage/storage			
Cable			
Internet			
Maintenance (for example, lawn, snow)			
Laundry			
Transportation			
Other			
<b>Total</b>			
<b>Money needed 1<sup>st</sup> month</b>	\$	\$	\$

\*A landlord may charge a prospective tenant the actual cost (up to \$20) to obtain a consumer credit report ONLY from a national consumer reporting agency. The landlord must notify the tenant of this charge before requesting the report, give the tenant a copy of the report and allow the tenant to provide their own report if it is less than 30 days old.

\*If landlord requires tenant to pay an earnest money deposit with rental application, landlord has 3 business days after accepting the deposit to accept the tenant or return the earnest money. If the landlord rejects the rental application, the landlord must return the entire earnest money deposit to the applicant by the end of the next business day after rejecting the application. If an applicant decides not to rent after the landlord accepts their application, the landlord may withhold actual costs or damages from the deposit.

LANDLORD TENANT GUIDE–2016 (Department of Agriculture, Trade and Consumer Protection)



## Basic Living Expenses

### Debts (bills that charge interest)

TAKE HOME INCOME/PAYCHECKS  
(after any taxes are taken out)

Income (4) \$

**Difference + / - \$**





## Module A: HOW MUCH WILL IT COST? AND CAN I AFFORD IT?

### When You Need to Reduce Expenses

Don't buy it	Use wisely	Rent or hire
Borrow/Share	Find the best buy	Find it free
Substitute	Make it	Trade/Barter

#### Ask:

1. Can I substitute a less costly item? Buy it cheaper?
2. Are there opportunities to cooperate with others by trading or sharing resources?
3. Can I save if I do it myself?
4. Can I do it less often?
5. Can I do without?
6. How can I conserve resources and avoid waste?

#### Expense Examples

##### Housing:

1. Share a rental unit with a friend.
2. Rent smaller rental unit.

##### Transportation:

1. Find an a rental unit close to where you work so that you can walk.
2. Use public transportation if available.
3. Carpool.

##### Food:

1. Prepare cost-effective meals at home.
2. Use Food Share and limit food purchases beyond that.
3. Limit eating out and snack purchase (vending machine and convenience store).
4. Use food pantries, commodities and cheaper/generic food products.
5. Make a list before you shop and only buy what is on the list.

##### Clothing:

1. Buy at used clothing stores and garage sales.
2. Buy store brands, not designer clothes.
3. Watch for coupons and store ads.

##### Technology:

1. Check for ways to reduce/remove monthly cable/satellite (fewer channels).
2. Check for ways to reduce cell phone (family plan, less data).
3. Check for ways to reduce internet (reduce speed).



## Set Up a Spending Plan

Setting up a spending plan includes:

- Figuring out your average monthly income
- Identifying financial goals
- Keeping track of your average monthly living expenses

Figure out your **monthly income**. If you use your “take-home” pay amount, then taxes and some other expenses may already be taken out for you. If you work seasonally, divide up what you can spend from that income each month during the year.

INCOME SOURCE	AMOUNT
Paycheck	
Paycheck	
Tips/Bonuses/Commissions	
Interest/Dividends	
Grants/Financial Aid (If you get a lump sum, divide up what you can spend each month during the school year - after you have paid tuition)	
Child Support	
Public Assistance	
Social Security	
Other Income	
Total Monthly Income	

Identify **financial goals**. The reason to have a spending plan is to make sure that you’re spending your money on things that are the most important **to you**. For each goal, figure out the total amount needed, the date you want to reach your goal, and how much you need to save monthly. For example, if you want \$400 in your emergency fund in one year, you need to save around \$33 every month.

Financial Goals	Total Amount Needed	Date Needed (in months) (6 months, 24 months, etc.)	Amount to Save Monthly (Divide the total needed by the number of months)
Emergency Fund			
Total Monthly Savings			



## Module A: HOW MUCH WILL IT COST? AND CAN I AFFORD IT?

Keep track of your monthly debt payments. The more debt you have, the less money you have left to cover your other monthly living expenses. If you can, try to pay more than the minimum due.

DEBT PAYMENTS	TOTAL BALANCE	MONTHLY PAYMENT
Credit Card:		
Credit Card:		
Credit Card:		
Loan		
Medical Bill/Dental Bill		
Past Due Utility		
Other:		
Other:		
Total Monthly Debt Payments		

Keep track of your average monthly spending. To figure out your monthly spending, look at your bank/ credit union statement and credit card bills. For cash purchases, try writing down how much you spend during the month in a notebook or calendar you carry with you. You can be as specific or general as you want, but here are some categories to get you started.

FIXED EXPENSES (Expenses that stay the same every month)	MONTHLY AMOUNT
Rent or Mortgage	
Vehicle Payment	
Monthly Insurance Payments: Vehicle	
Renter's or Homeowner's	
Life	
Health	
Taxes (estimated tax payments above and beyond monthly withholding from your paycheck)	
Child Care	
Child Support	
Other	
Total Fixed Monthly Expenses	



## Module A: HOW MUCH WILL IT COST? AND CAN I AFFORD IT?

<b>FLEXIBLE or VARIABLE EXPENSES (Expenses that might change a little each</b>	<b>MONTHLY AMOUNT</b>
<b>Housing Costs:</b>	
Electricity	
Gas or Oil for heating home	
Water/Sewer	
Garbage	
Telephone or Cell Phone	
Cable or Satellite T.V.	
Internet	
Household Supplies (Toilet paper, cleaning solutions, etc.)	
Household Furnishings	
<b>Transportation:</b>	
Gas for Vehicle(s)	
Vehicle Expenses (oil changes, repairs, etc.)	
Other: Public Transportation, Parking Permits	
<b>Personal Items:</b>	
Hair cuts, make-up, shampoo, etc.	
Clothing	
Laundry or Dry Cleaning	
Prescriptions	
Doctor/Dentist	
Personal allowance ("fun money")	
Groceries	
Work/School Lunches	
School Supplies	
Pets	
Other	
<b>Total Monthly Flexible or Variable Expenses</b>	



## Module A: HOW MUCH WILL IT COST? AND CAN I AFFORD IT?

DISCRETIONARY EXPENSES (You may or may not have these expenses every month)	MONTHLY AMOUNT
Going Out (above and beyond “fun money”)	
Hobbies/Clubs	
Contributions/Donations	
Gifts/Cards: Birthdays	
Holidays	
Other	
Stamps/Postage	
Newspapers/Magazines	
Lessons	
Dues	
Alcohol	
Cigarettes/Tobacco	
Pop/Candy/Snacks	
Other	
Other	
Total Discretionary Expenses	

Identify infrequent expenses. Some of these expenses you may already be paying monthly. But if you pay any of the following expenses annually or quarterly, be sure to plan for them. For example, if you pay \$300 towards your car insurance four times a year – for a total of \$1200 a year – that means you need to save \$100 a month to have enough money for your quarterly payments. Be sure to include these infrequent expenses in either your monthly savings plan or your monthly expenses.



## Module A: HOW MUCH WILL IT COST? AND CAN I AFFORD IT?

ITEM	J	F	M	A	M	J	J	A	S	O	N	D	TOTAL AMOUNT	MONTHLY AVERAGE (divide the total by 12 months)
Vehicle Registration														
Insurance: Vehicle														
Life														
Health														
Property/ Rental														
Other														
Gifts: Holidays														
Birthdays														
Dues														
Subscriptions														
Tuition														
School Supplies														
Property Taxes														
Estimated Tax Payments														
Other														
Other														
<b>MONTHLY TOTALS</b>														

Now add up all of your monthly savings and expenses:

TOTAL MONTHLY EXPENSES	AMOUNT
Total Savings	
Total Debt Payments	
Total Fixed	
Total Flexible/Variable	
Total Discretionary	
<b>TOTAL EXPENSES =</b>	



## Module A: HOW MUCH WILL IT COST? AND CAN I AFFORD IT?

Then subtract your total expenses from your monthly income:

INCOME MINUS EXPENSES	AMOUNT
Total Monthly Income	
Total Monthly Expenses	
Income Minus Expenses =	

### Ask yourself:

- Does your income cover all of your living expenses and savings goals?
- Or are you running out of money by the end of the month?

If yes, go back over your *flexible* and *discretionary* expenses and look for small ways to cut back. Start with those expenses that are not as important to you.

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If your monthly expenses are greater than your monthly income, there are 3 options:

- Cut back on monthly spending
- Make more money
- Do both

Sometimes more money can come from a raise at work, turning a hobby into second job, getting a tax refund, or having a rummage sale. Tracking your spending will help you find places where you can trim expenses—even if it's just for a short time.

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*Prepared by:* Peggy Olive, Family Living Agent, Richland County UW-Extension, 2005.  
*Sources:* Financial Counseling Training and Resource Manual, *University of Wisconsin-Extension*, April 2003.  
*Money 2000: Taking Control of Your Spending*, *University of Wisconsin-Extension*, 1999.





## Paying the Rent- OnTime, Every Month

When using the payment calendar system, each payment should be written on the due date along with who must be paid and how much. The sample below lists the due dates and costs for rent and utilities. The calendar is also used to track income – paydays and the amount earned. As illustrated in the sample, to keep expenses throughout the month as even as possible, set aside money from each paycheck to cover the rent and spread the remaining payments for other expenses out over the month.

Tip: Write down how monthly bills will be paid before spending ANY money.

In this example, the \$450 rent divided by 4 (number of paychecks) = \$112.50. Set aside this amount from each paycheck.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Rent due \$450	2	3	4	5	6 Payday \$240 \$112.50 for rent	7
8	9	10 Cable due \$45	11	12	13 Payday \$240 \$112.50 for rent	14
15	16	17 Heat and electric due \$65	18	19	20 Payday \$240 \$112.50 for rent	21
22	23	24 Phone due \$40	25	26	27 Payday \$240 \$112.50 for rent	28
29	30	31	1 Rent due \$450			



## Track Spending

Most of us have a good handle on the cost of our fixed monthly expenses—that is, those bills that stay the same month after month. It's those expenses that change a little, or a lot, each month that can really throw you off. If you have a hard time figuring out where your money goes each month, there are many different ways to track your spending.

- **Notebook:** When you spend money, write it down right away. Keep a pen and paper in your pocket, car, or purse.
- **Receipts:** Put your receipts in a folder or envelope and add them up at the end of the month. Didn't get a receipt? Write the amount on the folder.
- **Calendar:** If you're used to looking at a calendar every day, write down what you spend, what bills were paid, and income received in your calendar.
- **Checkbook:** Look through your checkbook register for check and debit purchases. Or look through your monthly bank/credit union statement.
- **Envelope Method:** If you usually spend cash, put your spending money for the day or week in an envelope. When you take cash out, put your receipt in or write your purchase on the envelope. You can also divide your expenses into categories like "groceries" or "entertainment" if you're trying to limit your spending. When one envelope is empty, the money has to come out of another envelope—you decide based on what is most important.
- **Computer:** Enter your spending and income into a computer program that totals up your cash flow for you at the end of the month. Check for fees for programs and apps for tracking spending—some are free, others have costs involved.
  - **Free Programs:** <http://www.mint.com>; <http://icash.en.softonic.com/>
  - **Mobile Apps:** <https://www.billguard.com>; <https://www.levelmoney.com>
  - **Fee Programs** <http://www.quicken.com/>; <http://download.microsoft.com> search—Money Plus Sunset
- **Bank/Credit Union:** Many banks/credit unions offer online bill paying, tracking, text messages, online piggy banks for saving money, and other features.

### Why track your spending?

The biggest reason budgets don't work for many of us is that our spending and expenses change weekly or monthly. When you're trying to stick to a spending plan, it's easy to get discouraged the minute you go over.

Tracking your spending lets you stay on top of where your money is really going. It gives you the big picture for all of your spending during the month. After all, what really matters is how far ahead or behind you come out at the end of the month.

If your monthly expenses are consistently higher than your monthly income, you have **3 options**: **cut back on spending, increase your income, or do both.**

References to websites used in this publication are for your convenience and not an endorsement of one product over other similar products.



**Module A:** How MUCH WILL IT COST? AND CAN I AFFORD IT ?

## Pocket Spending Tracker

<p><b>SUNDAY</b></p>          <p>Total Spent</p> <p>Thoughts :</p>	<p><b>MONDAY</b></p>          <p>Total Spent:</p> <p>Thoughts:</p>	<p><b>TUESDAY</b></p>          <p>Total Spent:</p> <p>Thoughts :</p>	<p><b>WEDNESDAY</b></p>          <p>Total Spent:</p> <p>Thoughts:</p>
<p><b>THURSDAY</b></p>          <p>Total Spent:</p> <p>Thoughts:</p>	<p><b>FRIDAY</b></p>          <p>Total Spent:</p> <p>Thoughts:</p>	<p><b>SATURDAY</b></p>          <p>Total Spent:</p> <p>Thoughts:</p>	<p><b>TOTALS</b></p> <p><b>SUN</b>    \$ _____</p> <p><b>MON</b>    \$ _____</p> <p><b>TUE</b>    \$ _____</p> <p><b>WED</b>    \$ _____</p> <p><b>THU</b>    \$ _____</p> <p><b>FRI</b>    \$ _____</p> <p><b>SAT</b>    \$ _____</p> <p><b>TOTAL\$</b> _____</p> <p>Notes on Back</p>

# The Pocket Spending Tracker

The Pocket Spending Tracker is provided for you by the University of Wisconsin—Extension. It is designed to help you track everyday spending habits.

Here's how it works:

1. Fold this form on the lines on the back of this page.
2. Place the Pocket Spending Tracker in you billfold or wallet.
3. For one week, write down every penny you spend on the Tracker. Also write down a brief phrase about your mood or feelings when you were buying or spending.
4. At the end of the week, categorize all the spending into as many specific areas as possible.

For additional information on money management, call Mandi Dornfeld, Family Living Educator with Winnebago County UW—Extension at (920) 232-1973.

*Credit given to Beth Bell and Jane A. Gault, Extension agents at the University of Tennessee Extension, for designing this tool.*

*UW Extension Family Living Educators Mandi Dornfeld and Karen Dickrell adapted this tool for University of Wisconsin Extension financial education programs.*



# Budgeting with an Irregular Income

## **Know your baseline.**

First things first: Before you can create a budget on a fluctuating income, you need to know your baseline. Above all else, you need to know the bare minimum expenses you need to cover on a monthly basis.

For most people, this budget is comprised of expenses related to the absolute essentials – housing (rent or mortgage), utility bills, transportation, groceries, and childcare.

When following this plan, it's crucial to know what you absolutely need to earn to pay your bills and get by.

## **Calculate monthly discretionary expenses.**

Once you've created your bare-bones budget, you need to come up with a list that covers everything else. In your list of discretionary expenses, you should account for things like your cable television bill, any money you regularly spend on entertainment, cash for sports or hobbies, and money you spend dining out.

## **Build your emergency fund.**

If you already have some savings, you're way ahead of the game. Most experts suggest keeping three to six months of expenses on hand, which will work in this case.

## **Live on last month's income.**

Once you've created your bare-bones budget and added up your unnecessary expenses, you'll know exactly how much money you need to make it through the month without dipping into savings.

This whole "living on last month's income" thing is what's commonly referred to as a "zero-sum budget." The idea is this: By living off last month's income, you're budgeting your month based on realistic figures – not income projections or wishful thinking.

## **Work out the kinks.**

Especially at first, you'll likely need to tweak your estimated spending until you settle into a plan that works – at least most of the time.

## **Find a place for your extra cash.**

You should have extra money left over each month. Not only are you saving money in your bare-bones budget, but your income overages should start piling up in your savings account.

While it's smart to keep some of that money in an emergency fund, you may want to invest any substantial sums that build up. Remember, unless your savings account is paying a decent-sized interest rate, you're losing money by letting too much cash sit idle. Another way to put extra money to use is to speed up your journey out of debt.

Note: If you're not accumulating any extra money, it may be time to rethink your bare-bones budget and discretionary spending categories. Because, if you aren't saving anything, you're simply spending every dollar you earn.



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WALWORTH COUNTY



# ***Rent Smart***

## ***Module B***

# ***Checking Out the Rental Property and the Landlord***



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY



## Checking Out the Rental Property and the Landlord

### Module Notes:

Determining your housing needs.

How to locate rental housing—list resources you may use to find a rental unit.

Major items to inspect prior to making a decision to rent property.

Talking to the landlord/property manager—building a relationship.

### Questions to Consider:

- What features will you want/need in your rental unit? How will they affect the way in which you shop for housing?
- What resources can you use to help locate potential rental properties?
- How will you compare rental units?
- How will you prepare for talking to the landlord/property manager about a prospective rental unit?

### Remember:

The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, people securing custody of children under the age of 18), and handicap (disability).

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied building with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

### References and Resources:

Tenant Resource Center:

<http://www.tenantresourcecenter.org/>

Legal Action of Wisconsin, Inc. Tenant Source Book:

<http://www.legalaction.org/>  
(<http://www.legalaction.org/data/cms/march%202014%20Tenant%20Sourcebook.pdf>)

Video walk through on RentPrep site:

<http://www.rentprep.com/apartment-marketing/youtube-fill-rental-property-vacancies/>

Sexual Offender Registry Database:

<http://offender.doc.state.wi.us/public/>

Wisconsin Housing Search

<http://www.wihousingsearch.org>

Office of Fair Housing and Equal Opportunity

[www.hud.gov/offices/fheo](http://www.hud.gov/offices/fheo)

References to websites used in this publication are for your convenience and not an endorsement of one product over other







## Module B: CHECKING OUT THE RENTAL PROPERTY AND THE LANDLORD?

### My Housing Needs

Looking for rental property is much easier if you know what is most important to you, before you start looking. This worksheet lists features that may or may not be important to you. Read the list and decide how important each item is to you.

I prefer to live in the following type of housing:

No preference

Duplex

Apartment

House (single family)

Boarding home

Other \_\_\_\_\_

Preferred location (area, zip code, neighborhood, etc.): \_\_\_\_\_

	Very Important	Moderately Important	Not Important
<b>Neighborhood</b>			
Near bus line			
Near family/friends			
Near work			
Near child care			
Near shopping, school(s)			
Safe			
Children can play outside			
Quiet			
Other			
<b>Building</b>			
Building Condition			
On-site management			
Type of units (apartment, duplex)			
Private entrance			
Off-street parking			
Pets allowed			
Laundry facilities			
Storage space			
Yard			
Other			
<b>Unit</b>			
Affordable rent of \$ ____			
Utilities included			
Enough bedrooms			
Storage & closets			
Appliances included			
Air conditioned			
Internet Connection			
Other			



## Module B: Checking Out the Rental Property and the Landlord?

### Affordable Rental Unit Options & Contact Information

#### Housing Authority

Website listing all housing authorities in Wisconsin.

<http://affordablehousingonline.com/housing-search/Wisconsin/>

#### State Division of Housing

The Bureau of Housing is located within the Wisconsin Department of Commerce.

[www.doa.state.wi.us/divisions/housing](http://www.doa.state.wi.us/divisions/housing)

#### Department of Housing and Urban Development (HUD) – Wisconsin

[www.hud.gov/local/index.cfm?state-wi](http://www.hud.gov/local/index.cfm?state-wi)

Milwaukee Field Office  
Jurisdiction: State of Wisconsin  
Henry Reuss Federal Plaza  
310 West Wisconsin Avenue  
Milwaukee, WI 53203-2289

Phone: 414-297-3214

Fax: 414-297-3947

TTY: 414-297-1423

**Privately owned subsidized housing** - HUD helps apartment owners offer reduced rents to low-income tenants. Search for an apartment and apply directly at the management office.

<http://www.hud.gov/apps/section8/index.cfm>

**Public Housing** - affordable apartments for low-income families, the elderly and persons with disabilities. To apply, contact a public housing agency at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts).

**Housing Choice Voucher Program (Section 8)** - find your own place and use the voucher to pay for all or part of the rent. To apply, contact a public housing agency at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts)

**HUD Resource Locator** - <https://resources.hud.gov/> - search for HUD field and regional offices, local PHAs, Multifamily and Public Housing locations, homeless coordinated entry system points of contacts, and USDA rural housing

**Rental help in your state** - [http://portal.hud.gov/hudportal/HUD?src=/topics/rental\\_assistance/local](http://portal.hud.gov/hudportal/HUD?src=/topics/rental_assistance/local) - find affordable rentals and special needs housing, get help with your utility bills, and more. Contact a housing counseling agency <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call toll-free (800) 569-4287.

#### Wisconsin Housing and Economic Development Authority (WHEDA)

[www.wheda.com](http://www.wheda.com)

E-mail: [info@wheda.com](mailto:info@wheda.com)

Phone: 1-800-334-6873

##### Madison Office:

P.O. Box 1728  
Madison, WI 53701-1728  
Phone: 608-266-7884

##### Milwaukee Office:

140 51st St Suite 200  
Milwaukee, WI 53204  
Phone: 414-227-4039



## Module B: Checking Out the Rental Property and the Landlord?

# Affordable Rental Unit Options & Contact Information

### Renter Resources

#### Office of Fair Housing and Equal Opportunity

[www.hud.gov/offices/fheo](http://www.hud.gov/offices/fheo)

#### Consolidated Court Automation Programs in Wisconsin (CCAP)

This site provides public access to Wisconsin Circuit Court Records. <https://wcca.wicourts.gov>

#### Department of Agriculture, Trade & Consumerism

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) is the state's primary consumer protection agency. The Bureau of Consumer Protection has broad authority to regulate unfair business practices. This state agency handles landlord/tenant issues. [datcp.wi.gov](http://datcp.wi.gov)

Phone: 608-224-5012

#### Tenant Resource Center

Free Housing Counseling – Walk-In:  
1202 Williamson St., Suite A  
Madison, WI 53703

Phone: 608-257-0006 (If reside in Dane County)  
Hours: M-F 9am-6pm  
Phone: 877-238-RENT (7368)  
(If reside outside of Dane County)  
Hours: M-F 10am-4pm

Housing Help Desk – Walk-In:  
1819 Aberg Avenue  
Madison, WI 53704  
608-242-7406

Hours: M-F 8am-4:30pm  
[www.tenantresourcecenter.org/](http://www.tenantresourcecenter.org/)

#### Wisconsin Department of Commerce (Division of Housing and Community Development)

Phone: 608-266-1018  
[www.doa.state.wi.us/divisions/housing](http://www.doa.state.wi.us/divisions/housing)

**The following are local organizations that are helpful in locating units and obtaining assistance.**

- Housing Authority
- Building inspection departments
- Legal action programs
- Local non-profit housing or service agencies
- Community action agencies



## Module B: Checking Out the Rental Property and the Landlord?

### What to look for



## Module B: Checking Out the Rental Property and the Landlord?

### Affordable Rental Unit Options & Contact Information

Finding a decent and affordable rental unit can feel overwhelming. Often, affordable housing is not advertised in the same way that more expensive private market housing is advertised. You may need to search out these affordable options.

#### Public Housing

There may be housing in the community that may be owned and managed by a local housing authority. These units may be located in apartment complexes or may be single-family housing or duplexes scattered throughout the community. Potential tenants must be income-eligible to apply. To find out about availability and whether you would be eligible, contact the local housing authority.

The Housing Authority staff can explain the application process. Because there is a high demand for these units, you may be placed on a waiting list once you apply. This will vary from community to community. Some housing developments may offer benefits like on-site daycare and community resource centers.

#### Rental Assistance

The housing authority may also offer rent assistance. With this program, you would rent an apartment at a rental fee that is based on your income. You would be expected to pay about 30 percent of your income for rent. The difference between your payment and the full market rent for the unit would then be paid by the housing authority. You must be income-eligible to apply, and the property owner of the unit, you intend to rent, must be willing to participate in the program.

There are a limited number of rent assistance vouchers or certificates available. There can be waiting lists. You will need to contact the rental assistance program of the local housing authority to learn if you qualify and how to apply.

#### Private Market Subsidized Units

Some private property owners have received funds from the U.S. Department of Housing and Urban Development or Rural Housing to develop housing. In exchange, these owners agree to offer units at more affordable rent and make them available to families who meet income guidelines. The Department of Housing and Urban Development, Wisconsin Office has a list of these units. You may also contact your local housing authority or the Wisconsin Housing and Economic Development Authority (WHEDA) to determine what may be available in your community.

#### Non-profit Housing Developers

Some communities have non-profit agencies which were created to make affordable housing available to the community they serve. These agencies may either renovate or build homes and make them available for sale or rental. Each agency defines its own mission. Some may offer housing in a broad geographic area, while others are restricted to particular neighborhoods. Contact the municipality or county office that administers these funds to learn which agencies may have rental housing available.



## Rental Property Checklist

Once you have completed the search, you will need to visit each rental property to make sure it meets your needs and expectations. Use this form to compare different rentals so you don't forget important features of the different places you visited.

	Rental A	Rental B	Rental C
Address/Name of unit			
<b>Terms &amp; Conditions</b>			
Date available			
Monthly Rent			
Date Rent Is Due			
Deposit			
Pets allowed			
Pet rules/deposit			
Late payment charges			
Length of lease			
Frequency of rent increases			
Subletting/breaking a lease			
Utilities included (water/sewer/heat/garbage/recycling)			
Other			
<b>Dwelling</b>			
Square footage			
Number of bedrooms			
Number of bathrooms			
Dishwasher/garbage disposal/microwave included			
Available storage			
Air conditioning			
Fireplace			
Amenities (pool, gym)			
Number of outlets per room			
Blinds/curtains			
Cable TV connection in each room			
Number of phone jacks			
High speed internet			
Decorating allowed			
Outdoor space			
Locks/security			
Noise level			
<b>Neighborhood</b>			
Safe walking outside after dark			
Safe for children to play outside			
Crime rate in neighborhood			
Issues with unsupervised children			
Neighbors loitering			
Noise level of neighborhood			
Near bus line			
Near work			



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Amenities (pool, gym)			
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Blinds/curtains			
Cable TV connection in each room			
Number of phone jacks			
High speed internet			
Decorating allowed			
Outdoor space			
Locks/security			
Noise level			
<b>Neighborhood</b>			
Safe walking outside after dark			
Safe for children to play outside			
Crime rate in neighborhood			
Issues with unsupervised children			
Neighbors loitering			
Noise level of neighborhood			
Near bus line			
Near work			





## **Don't Rent Trouble**

It is recommended that you bring the following items for the first unit inspection and use them to check for problems.

- Flashlight
- Light bulb
- Hair dryer
- Pen/pencil and paper – to take notes of the property

### **Electrical**

- Turn on each switch to see if it works. If there is no light bulb in the socket, use the one you brought.
- Check every outlet by plugging in your hair dryer and turning it on. There are problems, if a fuse blows out or the dryer won't turn on.
- If outlets or sockets don't work, there could be dangerous defects in the electrical system that could cause a fire.

### **Plumbing**

- Turn on the sink and bathtub faucets to see if they work or leak.
- How long does it take to get hot water?
- Flush the toilet to see if it operates properly or leaks.
- Do drains operate properly?
- Are ceilings and/or walls stained or cracked? These may indicate a leaking roof, defective rain gutters, or defective plumbing upstairs. Water damage could cause the ceiling or walls to collapse.
- Look at the water heater to see if it is leaking.

### **Safety**

- Does the rental unit have smoke detectors?
- Does the rental unit have carbon monoxide detectors?
- Are there deadbolt locks on the rental unit doors and building's exterior doors?

### **Windows**

- Are there storm windows and screens?
- Very gently push on the windows to see if they are secure or loose in the frame.
- Do windows open and close?

### **Rodents and Other Pests**

- Open cabinets and immediately shine in flashlight to detect roaches. Look for roaches.
- Look for rat and mouse holes and droppings in the back of cabinets and closets.

### **Heating and Cooling**

- Even in summer, push the thermostat up to see if the furnace works.
- Even in the winter, turn on the air conditioner to make sure it works.



## Interviewing Landlords/Property Managers

Here is a list of things to ask regarding the landlord/property manager and current tenants.

### 1. General Information

- How long have you been a landlord/property manager?
- What are you looking for in a prospective tenant?
- How soon are you looking to fill the unit?
- What payment methods do you accept for rent?
- Is crime an issue in this neighborhood? Has this property experienced any break-ins, thefts or assaults?

### 2. Rules and Policies

#### Rental agreement Applications

- Must prospective tenants submit an application for a rental agreement?
- Is a fee required with my application? If so, what happens to that money?
- Does the act of giving you an application commit me to signing a rental agreement?

#### Security Deposits

- How much is the security deposit? When must it be paid? When is it returned? What must I do to have my security deposit returned in full?
- Which financial institution will hold my security deposit?

#### Rental Agreement

- Will the rental agreement be written or oral? What rules and regulations must I follow upon signing the rental agreement? How much notice is needed to renew or terminate the rental agreement?
- What is the rental agreement duration?

#### Rental agreement Termination

- Is notice required to terminate or renew the rental agreement, or will it automatically renew for another year? When must notice be given and in what form? If the rental agreement automatically ends (terminates), will I have the first right to renew it?
- Is it possible to end, terminate the rental agreement before the stated date? What fee, if any, is charged for early termination? How much notice is required for early termination? In what form?
- If the rental premises are destroyed, does the rental agreement affirm my right to move elsewhere and cease paying rent?

### 3. Neighborhood.

- Is the landlord/property manager familiar with the neighborhood?
- Does the landlord/property manager mention membership in any neighborhood group concerned about crime prevention or neighborhood improvement?



## Module B: CHECKING OUT THE RENTAL PROPERTY AND THE LANDLORD?

### 4. Property Management On-Site

- Is there property management on-site?
- What is the process for dealing with emergencies or maintenance issues?
- Are there regular inspections?
- What is the policy for maintenance personnel entering the rental unit? Your landlord should follow a procedure for notifying you about entering the rental unit.
- How much notice is given prior to entering a property?

### 5. Unit Inspection

- Is the unit clean and in good repair?
- Does the landlord/property manager agree to make repairs? Does he/she sound sincere?
- Does the landlord/property manager listen to what you say?
- Does the landlord/property manager speak respectfully to and about other tenants?
- Does the landlord/property manager try to rush you into a decision?

## **The Red Flags of Housing Discrimination**

**If illegal discrimination is often subtle,  
how does someone know if they are experiencing it?**

**The following are possible indicators of discriminatory treatment in the rental, sales and homeowners insurance markets:**

- You are told no housing units are available, but you continue to see ads for the property.
- A housing provider gives you confusing or contradictory information about housing costs or availability.
- You are told of very long waiting lists for housing.
- A housing provider doesn't return your phone calls.
- An apartment complex or condominium development is not physically accessible to you.
- Your family is told they can only live on the first floor of a building because there are children in your household.
- You are told of rental terms and conditions that seem unusual, or especially restrictive or stringent.
- You feel that you've been directed to a particular area of a complex, or a specific part of a building - perhaps an area where most tenants are people with children, people with disabilities, or people of color.
- You are shown only units in disrepair.
- A housing provider questions the type of income you have (especially income related to a disability), in addition to asking about income amounts.
- You see a discount or "special" advertised, but it's not offered to you.
- You tell a housing provider that you have a service animal, and s/he tells you "no pets" are allowed.
- Many tenants with children or many people of color have their leases non-renewed around the same time, perhaps at the time a housing complex undergoes a change in management.
- A real estate agent shows you homes only in certain areas, ignoring your stated preferences about what neighborhoods or areas you'd like to visit.
- An insurance agent gives you information only about the Wisconsin Insurance Plan, and does not tell you about other insurance products.
- An insurance agent offers insurance coverage for the market value of your home, not coverage for the home's replacement value.
- An insurance agent tells you your home isn't eligible for coverage based on its age or its value.



**Questions? Call 414-278-1240 or 1-877-647-3247 (a toll-free complaint intake line), or visit [www.fairhousingwisconsin.com](http://www.fairhousingwisconsin.com).**

**The Metropolitan Milwaukee Fair Housing Council provides services throughout Wisconsin.**

**If you need materials in alternate formats or other accommodations to access our services, please call 414-278-1240.**



# ***Rent Smart***

## ***Module C***

# ***Application Process***



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY



## Application Process

### Module Notes:

Why and how landlords screen applications.

Problems a landlord might find on an application.

Fair housing protections.

How landlords may use the information on a credit report.

How a credit report can be improved.

### Remember (Protected Classes):

**Race:** Generally, a member of a group united or classified together based on a common history, nationality or geography.

**Color:** The color of a person's skin.

**Family Status:** A household with minor children. A person who is pregnant or seeking custody of a child, or is planning adoption or guardianship is included.

**Disability:** Having a physical or mental impairment that substantially limits one or more major life activities, or having a record of, or being perceived as having a disability.

**Sex:** Being male or female.

**National Origin:** Generally, a member of a nation by birth or naturalization or having common origins or traditions.

**Religion:** Sincerely held religious, moral or ethical beliefs and practices.

**Marital Status:** The status of being married, widowed, single, divorced, or separated.

**Ancestry:** The country, nation or tribe of the identifiable group from which a person descends.

**Source of Income:** The lawful source of a person's income, including wages, a voucher having monetary value, social security, public assistance or other related payments.

**Sexual Orientation:** Having a preference for heterosexuality, homosexuality, or bisexuality or having a history of being so identified.

**Age:** Being at least 18 years of age.

**Status as a Victim of Domestic Abuse, Sexual Abuse or Stalking**

### Questions to Consider:

- What would a landlord want to know about you before renting to you?
- What would you bring to fill out a rental application?
- Do you have a copy of your credit report?
- Are there any problems on your credit report?
- If needed, how would you improve your credit report?

### References and Resources:

U.S. Department of Housing and Urban Development resources:

[www.hud.gov/offices/fheo](http://www.hud.gov/offices/fheo)

State of Wisconsin Department of Agriculture, Trade, and Consumer Protection:

<https://datcp.wi.gov/Pages/Publications/LandlordTenantGuide.aspx>

Tenant Resource Center: <http://www.tenantresourcecenter.org/>

Annual Credit Report.com: [www.annualcreditreport.com](http://www.annualcreditreport.com) 1-877-322-8228

State guides to credit issues and credit reports:

[www.wdft.org/wca/consumer\\_credit/credit\\_guides/](http://www.wdft.org/wca/consumer_credit/credit_guides/)

Free Credit Report:

<http://fyi.uwex.edu/creditreport/>

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## Model Rental Application

### Sunrise Apartments

1. Applicant Name \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date of birth \_\_\_\_\_
2. Other residents \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date of birth \_\_\_\_\_
3. Present street address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How long? \_\_\_\_\_
4. Present landlord \_\_\_\_\_ Phone \_\_\_\_\_
5. Previous street address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ How long? \_\_\_\_\_
6. Previous landlord \_\_\_\_\_ Phone \_\_\_\_\_
7. Reason for Leaving \_\_\_\_\_

### Income

9. Present employer \_\_\_\_\_ How long? \_\_\_\_\_  
Monthly income \_\_\_\_\_ Work Phone \_\_\_\_\_
13. Other employer \_\_\_\_\_ How long? \_\_\_\_\_  
Monthly income \_\_\_\_\_ Work Phone \_\_\_\_\_
16. Source of other income \_\_\_\_\_  
Monthly income \_\_\_\_\_ How long? \_\_\_\_\_



## Module C: Application Process

### Credit References

17. Financial institution \_\_\_\_\_  
Street address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Account type \_\_\_\_\_

18. Credit references (auto loans, credit cards, installment loans)

Source \_\_\_\_\_ Monthly Payment \_\_\_\_\_

Source \_\_\_\_\_ Monthly Payment \_\_\_\_\_

Source \_\_\_\_\_ Monthly Payment \_\_\_\_\_

### Emergency Contact

20. Emergency contact \_\_\_\_\_  
Relationship \_\_\_\_\_ Phone \_\_\_\_\_

### Vehicles

21. Vehicle make \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_  
License Plate Number \_\_\_\_\_

Vehicle make \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_  
License Plate Number \_\_\_\_\_

### Pets

22. Do you own pets? If so, please describe: \_\_\_\_\_

Enclosed is a deposit of \_\_\_\_\_, which I understand will be forfeited if this application is accepted and I do not rent the apartment. If the application is rejected, I understand that the deposit will be returned to me. If I rent the apartment, I understand that the deposit will be applied to the security deposit for the apartment. I authorize Sunrise Apartments staff to contact my references and I affirm that the information I have provided is accurate and truthful.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Many types of rental application forms exist, and this form includes sections common to many applications. Resources include the Wisconsin Apartment Association, the Tenant Resource Center, and Wisconsin Legal Blank Co.

\*Separate applications may be required for each unrelated person 18 years of age or older.





## Explaining Negative Information

When you know that the landlord screening will produce some negative information, you can attach to the application a note that will briefly and factually explain what happened, from your perspective.

If you were at fault, explain what you have done to correct or change things. For example, you may have lived with someone who had loud parties. You can explain that this person will neither be living with nor visiting you. If you got behind on paying your rent, explain what you will do differently this time, such as having your rent paid directly from your bank.

This formula can help you write out your explanation:

When \_\_\_\_\_ happened,

I was \_\_\_\_\_

Because \_\_\_\_\_

I have \_\_\_\_\_

I would like  
(or hope) \_\_\_\_\_

### Sample message:

**When** I was arrested for using drugs,

**I was** 18 years old and had moved into an apartment where a drug dealer lived.

**I have** completed rehab and have been drug-free for two years.

**I hope** you will not let this incident keep you from renting to me.



## **Building and Improving Your Credit Report**

To get or keep good credit, follow these recommendations:

### **Monthly bills:**

- Pay all of your bills on time. (Make payments automatic only if you know you'll have the money in your account.)
- Set up budget payments on utility bills so you pay the same amount each month.
- If you don't have a current monthly bill (like utilities or rent), you might have other bills, like a cell phone or a gas charge card, that is reported to a credit bureau monthly. Always pay these on time.

### **Credit Cards:**

- If you have a credit card, only use one-third of your total credit limit. If your credit limit is \$1000, for example, don't charge more than \$350 total on your card.
- Pay off credit card balances every month. (If you can't pay the whole balance, try to pay a little more than the minimum payment.)
- Pay the credit card bill before the statement due date. If you miss a payment, send it in within 30 days of the missed due date.

### **Building a credit history**

- If you are shopping for a credit card or loan to build credit, ask about fees and be sure they report to one of the credit reporting bureaus.
- Don't apply for too much credit in a short time.
- If you have no credit history or past credit trouble, consider a secured credit card that reports to a credit reporting bureau. It requires a deposit that becomes the amount you can use. Example: put \$500 cash in the account, and you can charge up to \$500.
- Have a mix of different types of credit like a car loan and a credit card.
- Have a long credit history by establishing credit now and keeping accounts open, even if you no longer use the accounts.

### **Getting Help**

- If you find a mistake on your credit report, write the credit bureau and explain the issue. By law, they have 30 days to respond and must remove inaccurate information. Remember, negative information, such as a paid off collection account, will still stay on your credit report for 7 years.
- Financial counseling services help set up budgets and get credit builder loans. Find a trustworthy, nonprofit counseling service at [debtadvice.org](http://debtadvice.org).
- Don't use a credit repair service that requires payment for their services.
- If your credit card is lost or stolen report it immediately; most credit cards limit your loss to \$50 or less. (Getting money back from a lost debit or prepaid card depends on the card or your bank.)



## Module C: Application Process

### Common errors to watch for:

- Using different names when applying for credit.
- When changing banks make sure all automatic payments are changed to new bank.
- Not notifying creditors of name changes due to marriage or divorce.
- Not filing for paid judgements (just paying the judgement) is not enough, you need to file the receipt at the government center so it will not show up as “Unknown” on the credit report.

[Your Name]  
[Your Address]  
[Your City, State, Zip Code]

[Date]

Complaint Department  
[Company Name]  
[Street Address]  
[City, State, Zip Code]

Dear Sir or Madam:

I am writing to dispute the following information in my file. I have circled the items I dispute on the attached copy of the report I received.

This item [identify item(s) disputed by name of source, such as creditors or tax court, and identify type of item, such as credit account, judgment, etc.] is [inaccurate or incomplete] because [describe what is inaccurate or incomplete and why]. I am requesting that the item be removed [or request another specific change] to correct the information.

Enclosed are copies of [use this sentence if applicable and describe any enclosed documentation, such as payment records and court documents] supporting my position. Please reinvestigate this [these] matter[s] and [delete or correct] the disputed item[s] as soon as possible.

Sincerely,  
Your name

Enclosures: [List what you are enclosing.]

Source: <https://www.consumer.ftc.gov/articles/0384-sample-letter-disputing-errors-your-credit-report>



## Obtaining a Credit Report

Credit legislation, called FACTA, was signed into law in 2003. Individuals may request one, free credit report from each of the three bureaus once a year.

A special website ([www.annualcreditreport.com](http://www.annualcreditreport.com)) was developed to explain how to obtain the free annual credit reports. This site includes frequently asked questions, as well as options for ordering your free report:

Phone—1-877-322-8228

Mail—Print and complete the form on the website and mail it to: Annual Credit Request Form  
P.O. Box 105281  
Atlanta, GA 30348-5281

Be wary of copycat web sites, such as [freecreditreport.com](http://freecreditreport.com), and TV ads aimed at selling you a credit report or obtaining personal information. The free credit report does not contain your credit score. The three main credit bureaus are:

### **Experian**

P.O. Box 2104  
Allan, TX 75013  
1-800-787-6864  
[www.experian.com](http://www.experian.com)

### **Equifax**

P.O. Box 740241  
Atlanta, GA 30374-0241  
1-800-685-1111  
[www.equifax.com](http://www.equifax.com)

### **Trans Union**

2 Baldwin Place  
P.O. Box 2000  
Chester, PA 19022  
1-800-888-4213  
[www.transunion.com](http://www.transunion.com)



**SAMPLE CREDIT REPORT**

**Report Date:** 5/10/2018

**Report Number:** 123456

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**PERSONAL CONSUMER INFORMATION**

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**SSN #:** XXX-XX-6789 (Your SSN has been masked for your protection)

**DOB:** 01/01/1988

**Names Reported:**

John Doe

John Q. Doe

**Telephone Numbers Reported:**

555-555-5555

555-123-4567

**Addresses Reported:**

123 Oak St. Anytown, WI. 11111

111 Miller St. Hometown, WI. 33333

333 1st St. Townville, MN. 22222

**Date Reported:**

08/02/2013

06/06/2010

03/15/2007

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**EMPLOYMENT RECORDS**

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**Employer Name:** Dairyland Company

**Date Reported:** 09/2013

**Location:** Anytown, WI

**Hire Date:** 07/2013

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**PUBLIC RECORDS INFORMATION**

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This information was collected from public records sources by Sample Credit Report or a company we hired.

**REGIONAL FEDERAL COURT** Docket # XYZ789

111 Court Street, Capital City, WI 55555

**Account Number:** \*\*\*9514

**Type:** Chapter 7 Bankruptcy

**Status:** Filed

**Date Reported:** 04/2013

**Closing Date:** 07/2013

**Filed as:** Individual Account

**Liability:** \$35,000

**Exempt Amount:** \$5,000

**Asset Amount:** \$10,000

**Paid:** \$2,000

**Estimated month and year that this item will be removed:** 04/2023

[https://s3.amazonaws.com/files.consumerfinance.gov/f/documents/cfpb\\_ymyg\\_a-financial-empowerment-toolkit.pdf](https://s3.amazonaws.com/files.consumerfinance.gov/f/documents/cfpb_ymyg_a-financial-empowerment-toolkit.pdf)



## ADVERSE ACCOUNTS

Adverse information typically remains in your file for up to 7 years from the date of delinquency.

**American Hospital Collections Acct #:** 10254688  
PO Box 999, Townsburg, WI 11111  
(555) 123-1234

<b>Date Placed for Collection:</b> 07/01/2016	<b>Balance:</b> \$0
<b>Responsibility:</b> Individual Account	<b>Date Paid:</b> 11/14/2016
<b>Type:</b> COLLECTION AGENCY/ ATTORNEY	<b>Pay Status:</b> >Account paid in full; was a Collection<
<b>Original Amount:</b> \$302	<b>Date Updated:</b> 02/01/2017
<b>Original Creditor:</b> REGIONAL HOSPITAL OP (Medical/Health Care)	

**Remarks:** >Paid Collection<  
**Estimated month and year that this item will be removed:** 1/2023

**Urgent Care Collections Acct #:** 1234XYZ9  
999 Business Road, Hometown, MN 11111  
(555) 555-9999

<b>Date Placed for Collection:</b> 02/15/2013	<b>Balance:</b> \$0
<b>Responsibility:</b> Individual Account	<b>Date Paid:</b> 06/2013
<b>Type:</b> COLLECTION AGENCY/ ATTORNEY	<b>Pay Status:</b> >Account included in Bankruptcy; was a Collection<
<b>Original Amount:</b> \$8023	<b>Date Updated:</b> 08/01/2013
<b>Original Creditor:</b> EMERGENCY HOSPITAL (Medical/Health Care)	

**Remarks:** >Account included in Bankruptcy<  
**Estimated month and year that this item will be removed:** 1/2020

**All American Collections Acct #:** 000999ZZ  
888 Industry Drive, Maintown, TX 00000  
(555) 555-6789

<b>Date Placed for Collection:</b> 03/30/2013	<b>Balance:</b> \$0
<b>Responsibility:</b> Individual Account	<b>Date Paid:</b> 06/2013
<b>Type:</b> COLLECTION AGENCY/ ATTORNEY	<b>Pay Status:</b> >Account included in Bankruptcy; was a Collection<
<b>Original Amount:</b> \$1500	<b>Date Updated:</b> 07/15/2013
<b>Original Creditor:</b> KWIK KASH LOANS	

**Remarks:** >Account included in Bankruptcy<  
**Estimated month and year that this item will be removed:** 2/2020



## Module C: Application Process

### SATISFACTORY ACCOUNTS

Code	OK=paid as agreed	X=not reported	30/60/90= days late	Blank=no data available
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**Automobile Finance Inc. Acct #:** 70705606  
456 Drivers Lane, Big City, IL 66666  
(555) 555-9876

**Date Opened:** 03/22/2016

**Responsibility:** Individual Account

**Account Type:** Installment Account

**Type:** Automobile

**Pay Status:** Current; Paying as Agreed

**Balance:** \$6,580

**Last Payment Made:** 05/01/2018

**Payment Received:** \$240

**High Balance:** \$12,400

**Terms:** \$240 per month; paid Monthly for 60 months

**Remark:** Open; one 30-day late payment

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2018	OK	X	OK	OK	OK							
2017	OK	OK	OK	OK	OK	OK	OK	OK	X	OK	OK	OK
2016					OK	30	OK	OK	OK	OK	OK	OK

**Convenient Credit Card Acct #:** XXXXX3333  
PO Box 2233, Great Prairie, ND 77777  
1-800-555-2233

**Date Opened:** 11/02/2015

**Responsibility:** Joint Account

**Account Type:** Revolving Account

**Type:** CHARGE ACCOUNT

**Pay Status:** Current; Paying as Agreed

**Balance:** \$387

**Last Payment Made:** 05/02/2018

**Payment Received:** \$48

**High Balance:** \$723

**Credit Limit:** \$1,000

**Terms:** Paid Monthly

**Remark:** Open; never late

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2018	OK	OK	OK	OK	OK							
2017	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2016	OK	X	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2015												OK



## Module C: Application Process

### SATISFACTORY ACCOUNTS

Code	OK=paid as agreed	X=not reported	30/60/90= days late	Blank=no data available
------	----------------------	-------------------	------------------------	----------------------------

**Student Loan Services Acct #:** XXXXX-6299  
PO Box 67890, Centralville, MD 88888  
1-800-555-2999

**Date Opened:** 08/22/2009  
**Responsibility:** Individual Account  
**Account Type:** Installment Account  
**Type:** STUDENT LOAN  
**Pay Status:** Current; Paying as Agreed

**Balance:** \$2,765  
**Last Payment Made:** 05/01/2018  
**Payment Received:** \$115  
**High Balance:** \$10,000  
**Terms:** \$115 per month; paid Monthly for 120 months

**Remark:** Open; never late

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2018	OK	OK	OK	OK	OK							
2017	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2016	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2015	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2014	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

**Major Utilities #:** 888-9000  
PO Box 1234, Hometown, WI 33333  
1-800-555-6666

**Date Opened:** 06/01/2010  
**Responsibility:** Individual Account  
**Account Type:** Open Account  
**Type:** UTILITY COMPANY  
**Pay Status:** Closed; Paid as Agreed

**Balance:** \$0  
**Last Payment Made:** 07/01/2013  
**Payment Received:** \$85  
**High Balance:** \$155  
**Terms:** Paid Monthly  
**Date Closed:** 07/01/2013

**Remark:** Account closed at consumer's request

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2013	OK	OK	OK	OK	OK	OK	OK					
2012	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2011	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
2010						X	OK	OK	OK	OK	OK	OK





### CREDIT INQUIRIES

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#### REGULAR INQUIRIES

Regular inquiries are posted when someone accesses your credit information from Sample Credit Reports. These inquiries will remain on your credit file for up to 2 years.

**Convenient Credit Card**

PO Box 2233, Great Prairie, ND 77777  
1-800-555-2233

**Requested on:** 11/18/2017**Inquiry Type:** Individual**A1 Insurance Coverage**

1234 Business Park Road, Townsquare, IL 66666  
(555) 555-1111

**Requested on:** 10/01/2017**Inquiry Type:** Individual**Automobile Finance Inc.**

456 Drivers Lane, Big City, IL 66666  
(555) 555-9876

**Requested on:** 03/22/2016**Inquiry Type:** Individual

---

#### ACCOUNT REVIEW INQUIRIES

The companies listed below received your name, address, and other limited information in order to make an offer of credit or insurance. These inquiries are not seen by anyone but you and do not affect your score.

**Payless Insurance Company**

999 Circle Drive, Townville, IL 66666  
(555) 555-1111

**Requested on:** 03/01/2018**ChargeMore Credit Card**

444 Lake St., Lake City, ND 88888  
(555) 555-9652

**Requested on:** 12/01/2017**Sample Credit Report Company**

Annual free consumer report provided

**Requested on:** 10/10/2017

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#### PERSONAL CONSUMER STATEMENT

I had a bad accident in 2013 and couldn't work. I filed for bankruptcy in 2013 because of medical bills.



# Pick a strategy for **Requesting your free credit reports**

1. Pick when you'll request your credit reports using the strategy that works best for you.
2. Write down when you'll request them from each company, Experian, Equifax, and TransUnion. You can get a free report from each company once every 12 months.
3. Create a reminder on your calendar or phone to help you follow through.

## Strategies for requesting your credit reports

REQUEST ON THREE SEPARATE DATES		REQUEST ON A SINGLE DATE	
Check your reports on three different dates throughout the year. Staggering them can help you see if anything is changing throughout the year or if any fraud has occurred.		Choose a single date that's easy to remember, like a birthday or holiday, to request all three of your reports at once. This is good if you're buying something big soon, that requires new credit, so you can correct errors right away.	
I will request my reports on these three separate dates:		I will request a report from all three companies on this day:	
DATE	COMPANY	DATE	COMPANY
	Equifax		Equifax, Experian, TransUnion
	Experian		
	TransUnion		

## How to request your free reports

The federal government authorizes only one source for your free credit reports. You can make a request online, by phone, or by mail.

Visit [AnnualCreditReport.com](https://AnnualCreditReport.com)

Call (877) 322-8228

**Request by mail.** Download and complete the form at [annualcreditreport.com/manualRequestForm.action](https://annualcreditreport.com/manualRequestForm.action).

Mail the completed form to:  
Annual Credit Report Request Service  
P.O. Box 105281  
Atlanta, GA 30348-5281

## Credit Report Basics

A credit report tells you several things:

- How you've paid your debts
- How much debt you have
- If you've made payments on time or late

Who looks at your credit report?

- Lenders – to decide whether to loan you money and the interest rate
- Landlords
- Employers
- Utility & Insurance Companies

By improving your credit:

- You will be more able to borrow when you need it
- Borrow at a lower interest rate
- Increase employment and housing choices

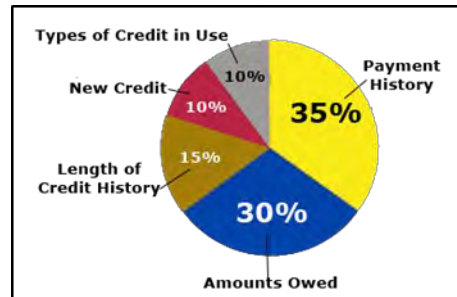
Get a copy of your credit report to look for mistakes or other surprises in your credit history.

You can get one free credit report every 12 months from each of the three major credit reporting companies.

- Get your free credit report at: [www.annualcreditreport.com](http://www.annualcreditreport.com) or 877-322-8228

### Understanding Your Credit Score

The information on your credit report translates into a three digit number – your **credit score** – a signal of creditworthiness. There are hundreds of different credit scores. FICO® credit scores range from 300-850 and most people fall between 600 and 800.



### How to Improve Your Credit Score

Factor	Tip
Payment History	Pay bills on time. Pay more than the minimum due.
Amount Owed	Pay off balances when possible. Do not use more than 25% of your total credit limit.
Length of Credit History	Have only a few accounts. Hold on to older accounts.
Types of Credit	Have at least 1 major credit card. Avoid very high cost lenders if possible.
New Credit	Don't apply for a lot of new credit in a short amount of time.

## <ck 'Xc 'h YgY'ZUWcfq'UZZWia mWYX]hgWcfY3'

That depends. These five factors have different effects on lower credit scores than they do on higher ones. Plus there are several different credit score models being used by the three credit reporting bureaus and Fair Isaac Corporation (FICO) that may weigh these various credit events differently.

Credit Karma Credit Simulator Score Chart						
7 fYX]h9 j Ybh	>UbY' 7\ Ub[ Y' Dc]bhg'			>c\ b' 7\ Ub[ Y' Dc]bhg'		
Add a New Credit Card with a Credit Limit of \$15,000	793	791	!&'	576	557	!% '
Increase Credit Limit of Credit Cards by \$10,000	793	793	0	576	612	+36
Closing Oldest Account	793	793	0	576	558	!% '
Increase Credit Card Debt by \$10,000	793	769	!&'	576	556	!&\$'
Paying Off All Credit Card Debt	793	793	0	576	615	+39
Allow 1 Monthly Account to Become 30 Days Past Due	793	759	!' ( '	576	558	!% '
Have On Time Credit History for 24 Months	793	793	0	576	595	+19

Source: CreditKarma.com Credit Simulator, Retrieved June 2009

- For your **free annual credit report**: [www.annualcreditreport.com](http://www.annualcreditreport.com)
- To **purchase** your credit score\*: [www.myfico.com](http://www.myfico.com)
- To **estimate** your FICO score\*: [www.bankrate.com](http://www.bankrate.com) – under calculators
- For a **free educational score**\*: [www.creditkarma.com](http://www.creditkarma.com)  
[www.quizzle.com](http://www.quizzle.com)  
[www.credit.com](http://www.credit.com)
- **I K !9I hYbg]cb** “Free credit report reminder” website: [fyi.uwex.edu/creditreport/](http://fyi.uwex.edu/creditreport/)

\*Educational scores might not be used by lenders. Websites are listed for information and education purposes only.

Prepared by: Peggy Olive, UW-Extension, June 2009. Revised May 2018.

Reviewed by: J. Michael Collins, Assistant Professor, Extension Specialist Family Financial Management, UW-Madison.

Sources: *Credit Scores & Credit Reports: How the System Really Works, What You Can Do*, Evan Hendricks. Privacy Times, 2005.

*Understanding Your FICO® Score*, [www.myfico.com/crediteducation](http://www.myfico.com/crediteducation), May 2009.

*Your Credit Score: How to Fix, Improve, and Protect the 3-Digit Number that Shapes Your Financial Future*, Liz Pulliam Weston. Prentice Hall, 2004.



## Rent Portfolio

Use this form to list your needs for your rental unit and information about your rental, financial, employment, and criminal history. This can help when applying for rentals and explaining things from your past to landlords.

### What are your needs for your apartment/house?

Monthly rental budget: \_\_\_\_\_ Number of Bedrooms/baths: \_\_\_\_\_

Number of people who would be living at the property over the age of 18? \_\_\_\_\_

Number of people who would be living at the property under the age of 18 \_\_\_\_\_

Do you require parking? \_\_\_\_\_ If yes how many vehicles? \_\_\_\_\_

Do you need to be located on or near a bus route? \_\_\_\_\_

Do you need to be located on or near a late night bus route? \_\_\_\_\_

Do you have a pet? \_\_\_\_\_ If yes what type and size? \_\_\_\_\_

Are steps ok? \_\_\_\_\_

Any other items or specific concerns/requests? \_\_\_\_\_

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### Rental History

Your current address \_\_\_\_\_ Dates \_\_\_\_\_

Describe your current living situation \_\_\_\_\_

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Reason for leaving: \_\_\_\_\_

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References for above living situation \_\_\_\_\_

Your previous address \_\_\_\_\_ Dates \_\_\_\_\_

Describe your previous living situation \_\_\_\_\_

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References for previous living situation \_\_\_\_\_

Describe any other relevant living situations in which you were paying money to live somewhere

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References for pertinent living situation \_\_\_\_\_

Have you ever been evicted \_\_\_\_\_ If yes when \_\_\_\_\_

If yes, please describe the circumstances, what you have learned and what has changed in your life since that time to avoid it happening again? \_\_\_\_\_

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References for above eviction? \_\_\_\_\_

### **Employment History**

Your current employer \_\_\_\_\_ Direct supervisor \_\_\_\_\_

Dates \_\_\_\_\_ Gross Pay (before taxes) \_\_\_\_\_ per month

Describe position and any relevant employment details \_\_\_\_\_

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Your previous employer \_\_\_\_\_ Direct supervisor \_\_\_\_\_

Dates \_\_\_\_\_ Gross Pay (before taxes) \_\_\_\_\_ per month

Describe position and any relevant employment details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your previous employer \_\_\_\_\_ Direct supervisor \_\_\_\_\_

Dates \_\_\_\_\_ Gross Pay (before taxes) \_\_\_\_\_ per month

Describe position and any relevant employment details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your previous employer \_\_\_\_\_ Direct supervisor \_\_\_\_\_

Dates \_\_\_\_\_ Gross Pay (before taxes) \_\_\_\_\_ per month

Describe position and any relevant employment details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe any gaps in employment or reasons for excessive job turnover and how you have addressed those issues \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **Financial History**

Have you ever had an account sent to collections? \_\_\_\_\_ How many times over the last 5 years? \_\_\_\_\_ Approximate total dollar amounts of each? \_\_\_\_\_

\_\_\_\_\_

Do you have any outstanding court judgments for money, if yes how many? \_\_\_\_\_

If yes, when did they occur and how much in total? \_\_\_\_\_

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Are you paying voluntarily or through involuntary regular payroll deduction any debt settlements or child/spouse support items, if yes please describe including amounts? \_\_\_\_\_

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Have you claimed bankruptcy? if yes when and describe the circumstances: \_\_\_\_\_

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Describe any other financial history items either on-going, historical or pending that may be discovered through a background or credit check \_\_\_\_\_

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### **Criminal History**

Any misdemeanors over the last 5 years?

Date \_\_\_\_\_ Offense \_\_\_\_\_

Relevant information \_\_\_\_\_



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Any other misdemeanors over the last 5 years?

Date \_\_\_\_\_ Offense \_\_\_\_\_

Relevant information \_\_\_\_\_

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Any ***felonies*** over the last 5 years?

Date \_\_\_\_\_ Offense \_\_\_\_\_

Relevant information \_\_\_\_\_

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Any other ***felonies*** over the last 5 years?

Date \_\_\_\_\_ Offense \_\_\_\_\_

Relevant information \_\_\_\_\_

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Any additional references or other information including parole official's relevant to above criminal charges? \_\_\_\_\_

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Adapted from RentReady Portfolio written by Sherry Daniels and Mark Kordus



# ***Rent Smart***

## ***Module D***

# ***Who's Responsible for Maintenance, Repairs and Care?***



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY



## Who's Responsible for Maintenance, Repairs and Care?

### Module Notes:

Tenant responsibilities for repairs and upkeep.

Landlords responsibilities for repairs and upkeep.

Check-in/check-out form.

The financial and personal value of caring for rental living spaces.

### Remember:

Responsibilities are shared by the landlord and tenant and identified by different resources. Most cities have housing codes that establish minimum quality standards that landlords must meet for residential rental properties.

### Keys to Determining Responsibilities

- Rental agreement terms
- Check-in forms
- Government regulations
- Common practice

It is best to do the check-in with the landlord, but doing it with a witness who does not live in the apartment is also a possibility.

### Questions to Consider:

- What do you look for in an inspection before moving in?
- Where should you keep the Check-In/Check-Out Rental Condition Checklist and other important rental documents?
- How will you plan the care for your living space?
- What happens if you don't care for your living space?

### References and Resources:

Landlord Tenant Guide:

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

Tenant Sourcebook, Legal Action of Wisconsin:

[www.legalaction.org/content/index.dfm?cm\\_id=83](http://www.legalaction.org/content/index.dfm?cm_id=83)

Tenant Resource Center:

[www.tenantresourcecenter.org/](http://www.tenantresourcecenter.org/)

Renter's Insurance:

[www.practicalmoneyskills.com/personalfinance/lifeevents/renting/insurance.php](http://www.practicalmoneyskills.com/personalfinance/lifeevents/renting/insurance.php)

Bed Bugs in Wisconsin Questions and Answers:

[www.dhs.wisconsin.gov/publications/p0/p00489.pdf](http://www.dhs.wisconsin.gov/publications/p0/p00489.pdf)

Lead-Safe Wisconsin:

[www.dhs.wisconsin.gov/lead/index.htm](http://www.dhs.wisconsin.gov/lead/index.htm)

References to websites used in this publication are for your convenience and not an endorsement of one product over other similar products.



## Repairs and Government Regulations

### Part 1: Landlord Responsibilities

1. Correct building or housing code violations affecting the unit or common areas.\*
2. Provide hot and cold water and operational sewage drains.\*
3. Maintain heating equipment so that it is safe and capable of keeping temperatures at least at 67 degrees at all times.\*
4. Keep electrical/plumbing system in safe operating condition.\*
5. Correct other defects that could cause a "substantial" safety risk to tenants.
6. Notify applicant in writing of deductions made from the previous tenant's security deposit for damage or defects, if requested by applicant.
7. Make repairs required due to normal wear and tear.
8. Maintain equipment (i.e., heating system, water heater, elevators, and air conditioning) that serves the unit and common spaces.

\*If any of these conditions are not met in the home or in the common areas of the building, the landlord must disclose the problem to the tenant before renting.

### Part 2: Tenant Responsibilities

1. Report problems to landlord as soon as they are noticed.
2. Unless otherwise agreed, the tenant is usually responsible for routine repairs. The tenant also must meet any maintenance and sanitation standards required by local housing codes. A tenant is financially responsible for any damages including infestations by insects or other pests caused by acts or inactions of the tenant.
3. Make repairs required because of tenant negligence or improper use. Landlords may choose to make such repairs at tenant's expense.

Resource Source: Wisconsin Department of Agriculture, trade and Consumer Protection, Landlord/Tenant Guide, 6/2016



## **Who is Responsible?**

Who is responsible for each of the following items, the tenant or the landlord?

1. Your son or daughter throws a ball through a windowpane.
2. Your garbage disposal is stuck.
3. Your bathroom lightbulb burns out.
4. Your front door lock doesn't work.
5. There is mold on the ceiling of your bathroom.
6. Your smoke detector batteries are dead.
7. The oven is dirty, but was dirty when you moved in.
8. Your sink drain is plugged.
9. There is no hot water.



## Check In/Check Out Rental Condition Checklist

This checklist is intended to be used both as a way to record the condition of the apartment when you move in and as a way to compare the move-in condition with the condition when you move out. This means that you should complete the move-in checklist carefully and be sure that both you and the landlord, or a witness who will not be living with you, sign the checklist. In the "Comment" column, describe any problems you find. Use a separate sheet of paper if you need it to describe the situation or add to the checklist, as each rental is item specific. Give a copy of the completed checklist to landlord for both Check-in/Check-Out.

Remember, you may be charged for correcting problems that aren't noted on the check-in sheet. Photos may be helpful, particularly if they are dated. Keep the completed checklist with other important papers/records about your apartment so you will have it when you move out. If the landlord promises repairs, ask that the promise be put in writing and signed with an estimated completion date.

Sample example of Checklist Use

ITEM	IN		OUT		COMMENTS
	O.K.	Dirty/damaged	O.K.	Dirty/damaged	
Kitchen					
Floor		Tile chipped in front of refrigerator.			
Refrigerator		Shelf missing Ice cube trays missing			
Counter Top		Burn marks			
Light Fixtures	✓				

SAMPLE

Address: 123 Anywhere Street Apt. #4, City, Wisconsin 00000

Move-in Date: July 1, 2016

Move-out Date:



## Check In/Check Out Rental Condition Checklist

ITEM	IN		OUT		
Living Room/Dining Room	O.K.	Dirty/damaged	O.K.	Dirty/damaged	COMMENTS
Floor					
Walls and Ceiling					
Doors and Locks					
Woodwork					
Windows/Screens					
Curtains/Blinds					
Closets					
Light Fixtures					
Electrical Outlets and Switches					
Other:					
Kitchen	O.K.	Dirty/damaged	O.K.	Dirty/damaged	COMMENTS
Floor					
Walls and Ceiling					
Doors and Locks					
Woodwork					
Windows/Screens					
Curtains/Blinds					
Pantry					
Light Fixtures					
Electrical Outlets and Switches					
Range Hood and Top					
Oven					
Refrigerator					
Counter Top					
Cabinets					
Sink and Disposal					



## Module D: WHO'S RESPONSIBLE FOR MAINTENANCE, REPAIRS AND CARE?

ITEM	IN		OUT		
Faucets and Drains					
Other:					
<b>Bedroom 1 (describe location)</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>COMMENTS</b>
Floor					
Walls and Ceiling					
Doors and Locks					
Woodwork					
Windows/Screens					
Curtains/Blinds					
Closets					
Light Fixtures					
Electrical Outlets and Switches					
Other:					
<b>Bedroom 2 (describe location)</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>COMMENTS</b>
Floor					
Walls and Ceiling					
Doors and Locks					
Woodwork					
Windows/Screens					
Curtains/Blinds					
Closets					
Light Fixtures					
Electrical Outlets and Switches					
Other:					
<b>Bedroom (describe location)</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>COMMENTS</b>
Floor					
Walls and Ceiling					





## Module D: WHO'S RESPONSIBLE FOR MAINTENANCE, REPAIRS AND CARE?

ITEM	IN		OUT		
Doors and Locks					
Woodwork					
Windows/Screens					
Curtains/Blinds					
Closets					
Light Fixtures					
Electrical Outlets and Switches					
Vanity or Sink					
Mirror					
Toilet and Seat					
Tub or Shower					
Shower Curtain					
Faucets and Drains					
Towel Racks					
Medicine Cabinet					
Other:					
<b>Other Interior Areas (Halls, Stairways, etc.) Location:</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>O.K.</b>	<b>Dirty/damaged</b>	<b>COMMENTS</b>
Floor					
Walls and Ceiling					
Doors and Locks					
Woodwork					
Windows/Screens					
Curtains/Blinds					
Closets					
Light Fixtures					
Electrical Outlets and Switches					
Other:					



## Module D: WHO'S RESPONSIBLE FOR MAINTENANCE, REPAIRS AND CARE?

ITEM	IN		OUT		
Exterior Areas (Only areas you're responsible for, etc.) Location:	O.K.	Dirty/damaged	O.K.	Dirty/damaged	COMMENTS
Yard					
Fences					
Garage					
Walks					
Driveway					
Other:					
<b>Miscellaneous Smoke Detector/ Carbon Monoxide unit</b>					
Outside Door Locks and Keys					
Mailbox and Keys					
Thermostat					
Intercom					
Water Heater					
Furnace					
Other:					

Tenant Signature

Date

Landlord Signature

Date

Witness Signature

Date

Address:

Move-in Date:

Move-out Date:



## Rental Records

### Records Keeping Listing for Resealable Gallon Bag

- \_\_\_\_\_ Rent Smart Certificate
- \_\_\_\_\_ Copy of Rental Agreement
- \_\_\_\_\_ Check-In/Check-Out Form and photos
- \_\_\_\_\_ Building Rules/Policies
- \_\_\_\_\_ Letters/Notices from Property Manager
- \_\_\_\_\_ Phone Conversations Record Listing
- \_\_\_\_\_ Copies of Written Requests/Letters
- \_\_\_\_\_ Record of Utility Payments
- \_\_\_\_\_ Rent Receipts
- \_\_\_\_\_ Copy of Credit Report
- \_\_\_\_\_ Renters Insurance Policy



## Family Records: What to Keep Where and For How Long

FE445 (Revised)

# FAMILY RECORDS: What to Keep Where and For How Long

Reviewed by Lori Scharmer

Family Economics Specialist • NDSU Extension Service

Families are like a small business with important records about each family member and the business the family does through time.

Keeping important family papers and records organized can save frustrations and hours of searching. Even on an everyday basis, organized recordkeeping makes paying bills, finding receipts and managing the family's finances much easier.

### Why Should You Keep Records?

Keeping family records in an organized manner saves time, trouble, money and frustration. Recordkeeping is important because:

- Income tax preparation requires information on tax deductions; records substantiate deductions.
- Death, fire or theft may call for records to establish ownership; records help in estate settlement and insurance or benefit claims.
- Records document certain transactions; if someone makes a mistake or official records are destroyed, your records may be needed.

- Records could shorten the time collecting insurance, military benefits, veterans benefits or an income tax refund can take.
- Evaluating records provides information for planning future spending. Records provide a summary of your financial situation and can help you keep tabs on where the money goes.

### What Kind of System Do You Need?

Use a system that fits your family's lifestyle. The family finance center might be as elaborate as a home office or as simple as a drawer in the kitchen or a file cabinet in the family room.

Deciding who will take major responsibility for recordkeeping in the family is important. All members – including children old enough to understand – should know how the recordkeeping system works and how information can be found easily. Some of the tasks can be shared or delegated, but one person with the skills and interest should take the leadership.

Develop a regular schedule for bookkeeping and resolve to stick to it. A routine will reduce the amount of time you spend on recordkeeping.

A well-organized recordkeeping system will eliminate confusion when you need important papers.

Getting started on a recordkeeping system may be time-consuming, but once it is set up to meet your family's needs, maintaining the system will be easy.

**NDSU** EXTENSION  
SERVICE

February 2015







## Module D: Who's Responsible for Maintenance, Repairs and Care?

### How Do You Organize a Record System?

You should carry some basic records with you at all times. Your wallet, billfold or purse is a small record system.

Keep identification, including your driver's license, name of the person to notify in case of an emergency, credit cards and organization membership cards, with you. You may wish to carry only one or two major credit cards.

You also should carry health, accident and auto insurance information, and information on allergies, health problems and blood type.

Other records require a different approach, but the approach does not need to be difficult. Use NDSU Extension Service publication HE446, *"Inventory of Important Family Records,"* as a guide for what type of records to keep and also as a record of where these records can be found.

The easiest way to keep track of your family papers and business records is to set up a filing system. A place to store file folders is more important than a fancy desk.

A metal filing cabinet, an under-the-bed storage chest or cardboard box, or an accordion folder will do the job as well as a desk drawer.

Gather your important papers from throughout the house. Divide your file folders into three major areas:

- Current records
- Inactive records
- Permanent records

The **current** files should include employment records, credit card information, insurance policies, family health records, warranties and guarantees, education records, bank statements, a household inventory, tax records and canceled checks. These headings may be used as a basis for your filing system.

The **inactive** files are used to store the items from the current files that are three years old. Go through the current files once a year. Discard unneeded items and transfer others to inactive storage. A good time to make transfers is the first of the year, when you work on your income tax forms. File headings would be the same as for current files.

**Permanent records are very important papers**, ones that should be kept safe in a safe-deposit box or fireproof (and waterproof) storage container.

Every family's file folder labels will be different. Divide each area into categories that make sense to you and meet your family's changing needs.

A good recordkeeping system will allow someone who is unfamiliar with the system to locate important documents, maintain records and prepare reports in case of an emergency.

### What Are Very Important Papers (VIPs)?

Very important papers include:

- Papers or records that prove ownership (such as real estate deeds, automobile titles and stock and bond certificates)
- Birth, adoption, marriage and death certificates
- Legal papers (such as divorce and property settlement papers)
- Contracts
- Household inventory
- Wills
- Advance directives, such as living wills or durable powers of attorney for health care
- Anything else that would be expensive or difficult to replace

### Where Should You Store VIPs?

A safe-deposit box in a financial institution or a home fireproof safe is the best place for your family's VIPs. Papers that cannot be replaced or would be costly or troublesome to replace belong in this type of storage. In general, bank account registers, canceled checks, transcripts, medical histories, employment records, tax returns and insurance policies do not need to be kept in a safe-deposit box or fireproof home storage.

### How Long Should You Keep Tax Records?

The Internal Revenue Service (IRS) has a three-year statute of limitations on auditing a return. Keep all records of income or deduction expense for three years.

However, if you use the income averaging option available to farmers, you may need to prove your taxable income for four base years.

If you failed to report more than 25 percent of your gross income, the government will have six years to collect the tax or start legal proceedings.

Filing a fraudulent return or failing to file a return eliminates any statute of limitations for an audit by the IRS. If you hire a tax specialist, check to see how many years you should keep your records.

Keep records that show the original cost or value of your property. Also keep a record of home improvement costs to reduce capital gains tax if your home, land or property ever is sold for more than its original cost or value.

All canceled checks are not needed to support tax deductions. Save only those checks that substantiate an income tax deduction, such as checks paying for medical/dental expenses or charitable contributions.





## Module D: Who's Responsible for Maintenance, Repairs and Care?

Putting a "T" for "tax" in the memo blank of a check when you write it might help you sort canceled checks faster. In cases where your only record is a duplicate check, you may need the monthly checking account statement to verify that the check went through.

Keep a copy of filed tax returns. **Should you need it, a prior tax return copy can be obtained from the IRS by calling (800) 829-1040.**

Taxpayers have two easy and convenient options for getting copies of their federal tax return information – tax return transcripts and tax account transcripts – by phone or mail.

A tax return transcript shows most line items from the tax return (Form 1040, 1040A or 1040EZ) as it originally was filed, including any accompanying forms and schedules.

It does not reflect any changes you, your representative or the IRS made after the return was filed. In many cases, a return transcript will meet the requirements of lending institutions, such as those offering mortgages and student loans.

A tax account transcript shows any later adjustments either you or the IRS made after the tax return was filed. This

transcript shows basic data, including marital status, type of return filed, adjusted gross income and taxable income.

Request transcripts by calling the IRS or ordering by mail using Form 4506-T, Request for Transcript of Tax Form. Specify the type of transcript you are requesting. The IRS does not charge a fee for transcripts, which are available for the current and three prior calendar years. Allow two weeks for delivery.

If you need a photocopy of a previously processed tax return and attachments, complete Form 4506, Request for Copy of Tax Form, and mail it to the IRS address listed

on the form for your area. The IRS charges a fee of \$57 for each tax period requested. Copies generally are available for the current and past six years. Allow 60 days to receive your copies.

### What to Keep Where and for How Long?

Records are kept in four places: in a home filing system, in a safe-deposit box or fireproof home storage, in the wallets and billfolds of household members and in each vehicle owned (**refer to the Guide for Family Records**).

## Guide for Family Records

Item	Where	How Long
<b>Personal and Family</b>		
Birth, marriage and death certificates	Safe-deposit box or fireproof home storage	Permanently
Adoption and custody papers	Safe-deposit box or fireproof home storage	Permanently
Citizenship papers	Safe-deposit box or fireproof home storage	Permanently
Divorce and separation papers	Safe-deposit box or fireproof home storage	Permanently
Settlement agreements	Safe-deposit box or fireproof home storage	Permanently
Military papers	Safe-deposit box or fireproof home storage	Permanently
Will	Signed original with probate division of circuit court or Safe-deposit box (if jointly rented); copy in home file	As long as in effect
Advance directive (living will/durable power of attorney for health care)	Home file, Safe-deposit box and copies with agents and family members	Permanently (update as needed)
Passports	Home storage or safe-deposit box	Until replaced
Social Security card	Original in safe-deposit box; copy in home storage	Permanently
Diplomas, transcripts	Home storage or safe-deposit box	Permanently
Medical history	Home file	Permanently (update as needed)
Employment records	Home file	Permanently
Inventory of valuable papers and advisers	Home file; copy with trusted family member or friend	Permanently (update at least annually)

*continued*



## Module D: Who's Responsible for Maintenance, Repairs and Care?

### Guide for Family Records

Item	Where	How Long
<b>Property</b>		
Real property deeds, title papers, abstracts, mortgage and other lien documents (include rental property)	Safe-deposit box	Duration of ownership or longer if needed for tax purposes
Burial lot deed	Safe-deposit box	Duration of ownership
Tax assessment notices, purchase contracts, records of capital improvements (include rental property)	Safe-deposit box	Duration of ownership or longer if needed for tax purposes
Motor vehicle titles, purchase receipts and licenses	Safe-deposit box	Duration of ownership
Records of auto service/repair	Home file	Duration of ownership
Jewelry and other valuable items	Safe-deposit box if safety of family may be threatened if kept in home	Duration of ownership
Inventory of household goods and appraisals (include rental property)	Safe-deposit box; copy in home file	Permanent (update at least annually)
<b>Financial</b>		
Stocks, bonds and other securities	Safe-deposit box; listing in home file	Duration of ownership or longer if needed for tax purposes (usually up to six years)
Bank accounts, account registers and statements	Home file	Duration of ownership or longer if needed for tax purposes (usually up to six years)
Canceled checks	Home file for nontax deductible expenditures	Three years minimum
Savings certificates	Safe-deposit box; listing in home file	Duration of ownership or longer if needed for tax purposes (usually six years)
List of credit cards, credit contracts, agreements, records of credit payments and account statements	Home file	Duration of account or obligation or longer if needed for tax purposes (usually six years)
Insurance policies and records of claims made and paid	Home file; list of policies in safe-deposit box	Permanently (update as needed)
Copies of past tax returns	Home file	Six years minimum
Receipts and records of deductible expenses, including home improvement expenses, income and tax payments	Home file (current); fireproof home storage after filing of taxes	Six years minimum; life of property for improvements

*This publication was authored by Debra Pankow, former family economics specialist, NDSU, 2004.*

#### For more information on this and other topics, see [www.ag.ndsu.edu](http://www.ag.ndsu.edu)

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## A Brief Guide to Renter's Insurance

Like homeowner's insurance, renter's insurance protects your property against several types of losses like damage from a fire or theft. Renter's insurance also covers injury or damage stemming from your negligence or that of your family members.

### Types of Policies

There are several types of homeowner's insurance policies sold in Wisconsin. They vary according to the coverage in the policy and the type of dwelling being insured. HOMEOWNER'S FORM 4 (HO-4) *is especially designed for renters*. It covers your personal property for several different types of damage including theft, smoke, vandalism, fire, explosion, falling objects, building collapse, and rupture of steam or hot water systems. There is no coverage for the dwelling as that is the owner's responsibility and should not be insured by the renter.

### Additional Coverage

Other losses covered by a renter's policy are:

- A minimum of \$25,000 in personal liability for each occurrence of bodily injury and property damage to others arising out of your negligence.
- A minimum of \$1,000 in medical payments without regard to fault for injuries occurring in your home to anyone other than you or your family.
- Injuries occurring outside your home if caused by you, a member of your family living with you, or your pet.
- 10% of the limits of your personal property coverage for your belongings if destroyed or damaged away from your home if the cause is covered by your policy.
- Reasonable and necessary additional living expenses from residing in a temporary location because of damage caused by a covered loss.

### How Much to Buy

The main factor to consider in determining how much

insurance to buy is the actual value of your belongings. This involves establishing the "actual cash value" of all your possessions.

**Actual cash value** is usually determined by taking the replacement cost of the property when new and subtracting the amount of depreciation that has taken place. For example, a piece of furniture that cost \$500 to replace may have a reasonable "life" of 20 years. If this furniture is destroyed by fire after 10 years, its actual cash value at the time of loss is probably about \$250.

**Replacement cost coverage** on contents may be obtained for an additional premium. Replacement cost coverage pays for your losses on the basis of how much it would cost to replace or repair the item at current costs without deduction for depreciation.

*The easiest way to determine value is to make [a complete inventory](#) of your belongings and try and determine their value at the time of inventory. Reinventory and reevaluation of your belongings should be done annually.*

Some property, such as art objects and antiques do not lose value and should be scheduled separately on your policy. Other types of property are covered on a *limited basis* only because they are especially susceptible to loss. These include guns, cash, jewelry, and stamp and coin collections. All homeowner's policies can be modified at additional cost to protect you against such losses. *You may want to discuss these coverage and policy issues with your agent.*

### Costs

Costs for renter's insurance vary depending on the fire protection rating, type of building, the location, and the amount of insurance. As a renter, you will pay less for your insurance if you live in a fire-resistant building or a building with four or less apartments. This is primarily because the incidence of fires is less in these types of buildings.





## Module D: WHO'S RESPONSIBLE FOR MAINTENANCE, REPAIRS AND CARE?

The costs also vary among communities in accordance with their fire protection rating. If you live in a large apartment building, you could expect to pay somewhat more than a smaller apartment building. Prices will vary so you should call several companies to find out exactly what coverage and price they are offering. Generally, the higher the deductible the lower the premium, but make sure you can afford the deductible.

### Items to Remember

- *Shop around.* Companies and agents differ not only in cost but also in claims service and coverage. Don't be afraid to ask questions.
- If you don't have an agent, find out from a friend or relative the name of a company or agent *with whom they have had a good experience.*
- *Ask about discounts.* If you already have an auto policy with one insurer, ask if the insurer would give you a discount on renter's insurance.
- Keep a list of all your personal property *off premises* so that if it is damaged or disappears, you will be able to account for it. Pictures or video of personal property can be beneficial.
- Check the *theft* provisions of your policy. This is a very common loss for apartment dwellers.
- The laws of Wisconsin prohibit insurance companies from refusing, cancelling, or denying insurance coverage to a class of risks solely on the basis of past criminal record, physical, or developmental disability, mental disability, age, race, marital status, sex, sexual preference, "moral" character, location, or occupation.
- Report all theft claims to the police department promptly.
- Keep a record of the serial numbers of your most valuable possessions.
- You may wish to contact one of the following insurance industry associations or groups for further information:

Independent Insurance Agents of Wisconsin  
(IIAW)

725 John Nolen Drive  
Madison, Wisconsin 53713  
(608) 256-4429  
[www.iiaw.com](http://www.iiaw.com)

Professional Insurance Agents of Wisconsin

Clock Tower Office Park  
6401 Odana Road #1  
Madison, Wisconsin 53719  
(608) 274-8188  
[www.piaaw.org](http://www.piaaw.org)

Community Insurance Information Center

600 West Virginia Street, Suite 101  
Milwaukee, Wisconsin 53204  
(414) 291-5360  
[Insuranceinfo-ciic.org](http://Insuranceinfo-ciic.org)

**To file a complaint online or  
to print a complaint form:**

OCI's Web Site

[oci.wi.gov](http://oci.wi.gov)

Phone

(608) 266-0103 (In Madison)

or

1-800-236-8517 (Statewide)

Mailing Address

Office of the Commissioner of Insurance  
P.O. Box 7873  
Madison, WI 53707-7873

Electronic Mail

[ocicomplaints@wisconsin.gov](mailto:ocicomplaints@wisconsin.gov)

Please indicate your name, phone number,  
and e-mail address.

**Deaf, hearing, or speech impaired callers  
may reach OCI through WI TRS**





## Cleaning Tips for Renters—Cleaning Institute

Cleaning Tips for Renters, [www.cleaninginstitute.org/clean\\_living/cleaning\\_tips\\_for\\_renters.aspx?print=y](http://www.cleaninginstitute.org/clean_living/cleaning_tips_for_renters.aspx?print=y)

### Cleaning Tips for Renters

Just because you don't "own" your place doesn't mean you shouldn't have a regular cleaning routine to keep your environment fresh and in good condition. Cleaning on a regular basis makes the job easier when you do tackle these tasks – and what's more, keeping your rental in good shape helps ensure that you'll get your deposit back when your lease is up! Follow these tips ... but always read the product label for exact household cleaning product usage instructions.

### In the Kitchen

#### Appliances

*Outside surfaces:* Avoid abrasive cleansers. Wipe up spills immediately with a dry cloth to prevent discoloration, and allow cooking surfaces to cool before cleaning.

*Inside the refrigerator:* Use a solution of baking soda and water to avoid scratching the surface.

Inside the oven (if not self-cleaning): Use oven cleaner. (Don't use oven cleaner on a self-cleaning or continuous cleaning oven because it may damage the surface.)

*Porcelain sinks:* nonabrasive, all-purpose cleaner disinfectant cleaner mild abrasive (liquid or powder cleanser) Glass cooktops: Use cleaner formulated for ceramic glass or a paste of baking soda and water and apply to a cooled cooktop with a clean nonabrasive sponge or paper towel; rinse and dry thoroughly.

#### Countertops

*Laminated surfaces:* Prevent damage by using a trivet or insulated pad to protect surfaces from hot pans, and always use a cutting board. Clean with nonabrasive, all-purpose cleaner (without bleach) and wipe up cleaning solutions immediately to prevent discoloration. Never use scrapers or abrasive pads; instead, try a soft vegetable brush to clean textured countertops.

*Solid surfaces:* Use a nonabrasive or abrasive all-purpose cleaner on matte (no-shine) surfaces, and nonabrasive all-purpose cleaners on satin or high-gloss finishes. Avoid damaging the surface by using trivets and cutting boards.

*Wood block:* Wipe up spills and liquids immediately to prevent warping, and clean with a wood cleaner.

#### Cabinets

Use a product that cleans finished wood to remove fingerprints, smudges and other soils. A polish or wax may be used if a shine is desired. Buff with a soft cloth. Be sure wood is properly finished. Any substance, even water, used on unfinished or improperly finished wood can damage the surface.



## In The Bathroom

### Toilet

*For the inside:* Use toilet bowl cleaner and a long-handled toilet brush to clean rim holes and the trap. Attach an in-tank (continuous) cleaner to maintain the freshness of the bowl (but remove it before using toilet bowl cleaner - don't mix the products).

*For the outside:* Use a nonabrasive, all-purpose cleaner or disinfectant cleaner on the exterior of the toilet and the toilet seat. Thoroughly rinse and dry hinge areas and bumpers.

### Tub/Shower/Sink

*Mold and Mildew Prevention:* Use the fan (or open a window) when showering. Wipe down the tub walls with a sponge after bathing; use a towel or a squeegee on shower walls. Keep shower doors and curtains open after use to allow them to air dry.

*Tub, Sink, and Tile:* Rinse the tub and sink after each use to prevent buildup. Clean regularly with a nonabrasive, all-purpose cleaner; tub/tile/sink cleaner; or liquid cleanser and rinse with clean water. Avoid using powdered abrasive cleansers that could scratch surfaces. Dry and buff tile, faucets and handles to prevent water spots. Try a daily shower cleaner to keep shower and tub surfaces free of buildup: just spritz it on and go – no scrubbing or rinsing required!

*Grout:* Clean with a solution 3/4 cup of liquid household bleach to 1 gallon of water or a mildew stain remover, applied carefully with a soft-bristled brush. Rinse thoroughly.

### Stain-Solvers:

- Mildew: Use liquid household bleach or cleaners with bleach to remove stains.
- Rust: Only use a rust remover for such stains (not a cleaner with bleach).
- Stubborn stains or soap film buildup: Use disinfectant cleaner; allow it to penetrate thoroughly, then rub or scour.

## In Living Areas

*Painted Walls:* Using a nonabrasive, all-purpose cleaner or a wood cleaner, test the "washability" of the surface first by washing an inconspicuous area. To clean, start at the bottom of the wall and work up to the ceiling, overlapping areas as you clean and using a circular motion.

*Woodwork:* Remove dust with a dusting product; spray it onto the surface or onto a dusting cloth. Remove stains and add shine with furniture cleaner, cleaner-polish or polish applied with a clean soft cloth.

*Flooring:* Mix a nonabrasive, all-purpose cleaner with warm water; use a mop, sponge or cloth dipped in the solution and wrung out. Some products require rinsing, others do not -- so check the label. A floor cleaner with polish can help fill in scratches and add shine.

*Carpet:* Vacuum regularly to remove dirt and allergens, and treat spills immediately with a carpet-cleaning product.



## Housecleaning made simple

### Fast, easy, and low-cost ways to clean every room in your home.

Keeping your home clean has many benefits. It will help you:

- Get your security deposit back when you move
- Keep good relations with your neighbors and landlord
- Stop you from being evicted. When homes are very dirty and messy the landlord can force you to leave your home by using the eviction process



Use this room-by-room guide to plan what chores you need to do, when to do them, and what supplies you will need.

## General Maintenance

### Trash/Garbage/Recycling

- Place all trash in plastic garbage bags that you can tie closed
- When you have a full trash bag, tie it and place it inside the trash dumpster that the property management company has provided for your building. DO NOT place it on the ground next to the dumpster.
- If your building provides a separate container for recycling, place items like cans, bottles, and paper in that container. Check to see which items can be recycled.



## Living Room

### Daily:

- Clean up any spills or crumbs
- Put away or recycle papers, mail, or boxes
- Take dirty dishes to the kitchen, put clothes away, and put any other items away

### Weekly

- Dust tables, shelves, and furniture
- Vacuum the room if you have carpet, sweep the floor if you have wood, tile, or some other floor covering
- Empty waste baskets into your large plastic trash bag for the dumpster
- Clean any spots you find on walls, floors, or woodwork





## Kitchen



### Daily

- Wash dirty dishes or load the dishwasher if you have one
- Wipe counters with a clean rag or sponge and dish soap or all-purpose cleaner. Rinse counters with the same rag or sponge after it has been rinsed of soap or cleaner
- Wipe the sink, stove top, and inside of microwave after using
- Clean up any spills or crumbs on the floor



### Weekly

- Sweep and mop the floor with a product designed to clean the kind of floor that you have (tile, vinyl, wood, linoleum). If you are not sure, ask your landlord what he/she would like you to use.
- It is a good idea to disinfect your counters, sink, and cutting boards with one teaspoon of bleach in a quart of water.
- Label any leftovers you put in the fridge so you can throw them out if you haven't eaten them after a few days.

### Monthly

- Clean oven
- Clean refrigerator—remove crisper drawers and clean them with dish soap, rinse, and dry them before putting them back. Clean the shelves and doors in the refrigerator with a damp sponge. Throw out older leftovers or spoiled food.

**Special Note:** Be careful what you put down the sink drain, especially if you don't have a garbage disposal. If you do not have a garbage disposal, water and other liquids (NOT grease or oil) are the only things that should go down the drain.

If you do have a garbage disposal, only use it to grind up food scraps. Do not put egg shells, fruit or vegetable peels, or bones in the disposal. Also, do not put things like spoons, forks, knives, toothbrushes, children's small toys, popsicle sticks, paper, plastic wrap, aluminum foil, or grease down the drain. Doing so can clog and damage the drain, costing extra money and also stopping you from using the sink.

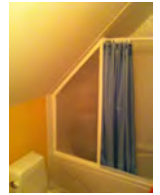
**Food:** Keep food in sealed containers in the refrigerator, freezer, or in cupboards. Leaving food uncovered on counters can attract pests like mice and insects (ants, cockroaches).







## Bathroom



### General practices

- Close shower doors and put plastic shower curtain liners inside the bath tub
- Place a bathmat on the floor outside the tub or shower

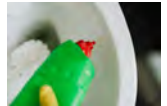


### Daily

- Hang up towels on racks or hooks
- Rinse and wipe out the sink and bath tub or shower

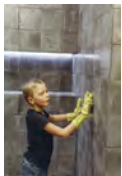
### Weekly

- Clean your sink and tub or shower with all-purpose cleaner or baking soda
- Clean the toilet bowl with toilet bowl cleaner
- Clean the toilet seat and outside of the toilet bowl with all-purpose cleaner
- Sweep and mop the floor



### Monthly

- Clean drains in the sink and tub or shower with baking soda and vinegar
- Scrub any mold that is on tiles or the wall with a solution of 1/4 cup bleach added to 1 quart of water



**Special Notes:** Only toilet paper should be thrown in the toilet. Put things like sanitary pads and diapers in the trash can. Catch any hair before it goes down the sink, shower, or tub drains and throw it in the trash can too. Letting too much hair go down the drain can clog your sink or tub. These clogs can be costly to repair and can stop you from using your sink and shower.

Teach your children to keep everything besides toilet paper out of the toilet and to stop things like hair from clogging the drains.

Keep all cleaning products away and out of the reach of children.





## Cleaning with Baking Soda and Vinegar

There are many cleaning products that you can buy at the store, but you can also use two inexpensive items that many people use in cooking: baking soda and vinegar. They are low-cost and effective cleaning products that you can use in every room of your home.

### Baking Soda

Baking soda is a useful multi-purpose cleaner. It can be used for scrubbing and deodorizing. Here are some specific examples on how to use baking soda:

- Sprinkle baking soda on a wet sponge and scrub the sink, bathtub or shower, and kitchen counters
- If you have burnt food at the bottom of a cooking pot or pan, sprinkle with baking soda, cover with water, and bring to a boil. Let boil for 3 minutes, turn off the heat and let cool. When cool enough to handle wipe with sponge or rag; the food should come off more easily.
- If your child(ren) has marked walls with crayons make a paste out of 3 parts baking soda to 1 part water and apply to the marks with an old toothbrush. This paste can remove stains from other surfaces as well, like your sink, tub, and counters.



### Vinegar

White distilled vinegar is also a low-cost and effective cleaner and is often used together with baking soda. Here are some ideas of how to use vinegar in your home.

- Clean your sink and tub or shower drains by pouring 1 cup of baking soda and 1 cup of vinegar. Wait 5 minutes and then run hot water down the drain
- Make your own all-purpose cleanser by mixing 1/4 cup baking soda with a teaspoon of liquid dish soap. Add white vinegar until the mixture becomes thick and creamy. Use this cleanser to clean sinks, tubs, and counters
- Make your own mirror and window cleaner by mixing equal parts water and vinegar in a spray bottle. Spray on your bathroom mirror and wipe with a dry soft cloth.
- You can also use this solution to clean the shelves and drawers in your refrigerator
- To clean shower curtains and the grout around tiles in your tub or shower spray with full-strength vinegar and wipe with a damp sponge or cloth





## Lead Paint Hazards

### When should you worry about lead paint hazards?

- Only in homes built before 1978
- Only when paint is peeling, chipping, chalking, or cracking
- On surfaces where children chew or that have a lot of wear like windows and doors
- In soil near outside of older homes

### How do you know?

- Landlords must tell you if they know of any lead hazard in the home before they rent to you.
- Landlords must give you information about lead paint hazards and what to do about them before you rent.
- A pin prick blood test is used to determine whether your child has lead poisoning.

### What can you do if you're concerned about lead in your home?

- Visit the Lead-safe Wisconsin site at <https://www.dhs.wisconsin.gov/lead/index.htm>
- Look under the Protect Your Family tab where you'll find links to information on how to test your child for lead, how to report unsafe lead or asbestos work, and how to check and maintain your home.
- The site also features information on how to fix lead hazards, county-specific lead data, and how to find funding to fix homes with lead problems.







# ***Rent Smart***

## ***Module E***

# ***Communications***



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY



## Communications

### Module Notes:

The difference between business and personal relationships.

Active listening skills.

“I messages”

Living with roommates

### Questions to Consider:

- What is the difference between an I statement and a You statement?
- What are some ways to actively listen?
- What information do you need to gather before you call the landlord about a problem?

### Remember:

#### The Practicing “I messages”

- **When** (state the facts—what needs repaired or changed? Avoid using the word YOU here)
- **I feel** (must state a feeling here—angry, disappointed, frustrated, confused, happy, sad...)
- **Because** (how is it affecting you/your family/ what have you already done to fix it?)
- **Would you please** (what do you want/hope will happen?) or **Can we please** (I'd like it if...)





## "I Messages"

**When** (Just state the facts: What needs repaired or changed? Avoid using the word **YOU** here.)

---

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**I feel** (One must state a feeling here: Angry, disappointed, frustrated, confused, happy, sad...)

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**Because** (State the consequences of the behavior and/or facts: How is it affecting you/your family?  
What have you already done to fix it?)

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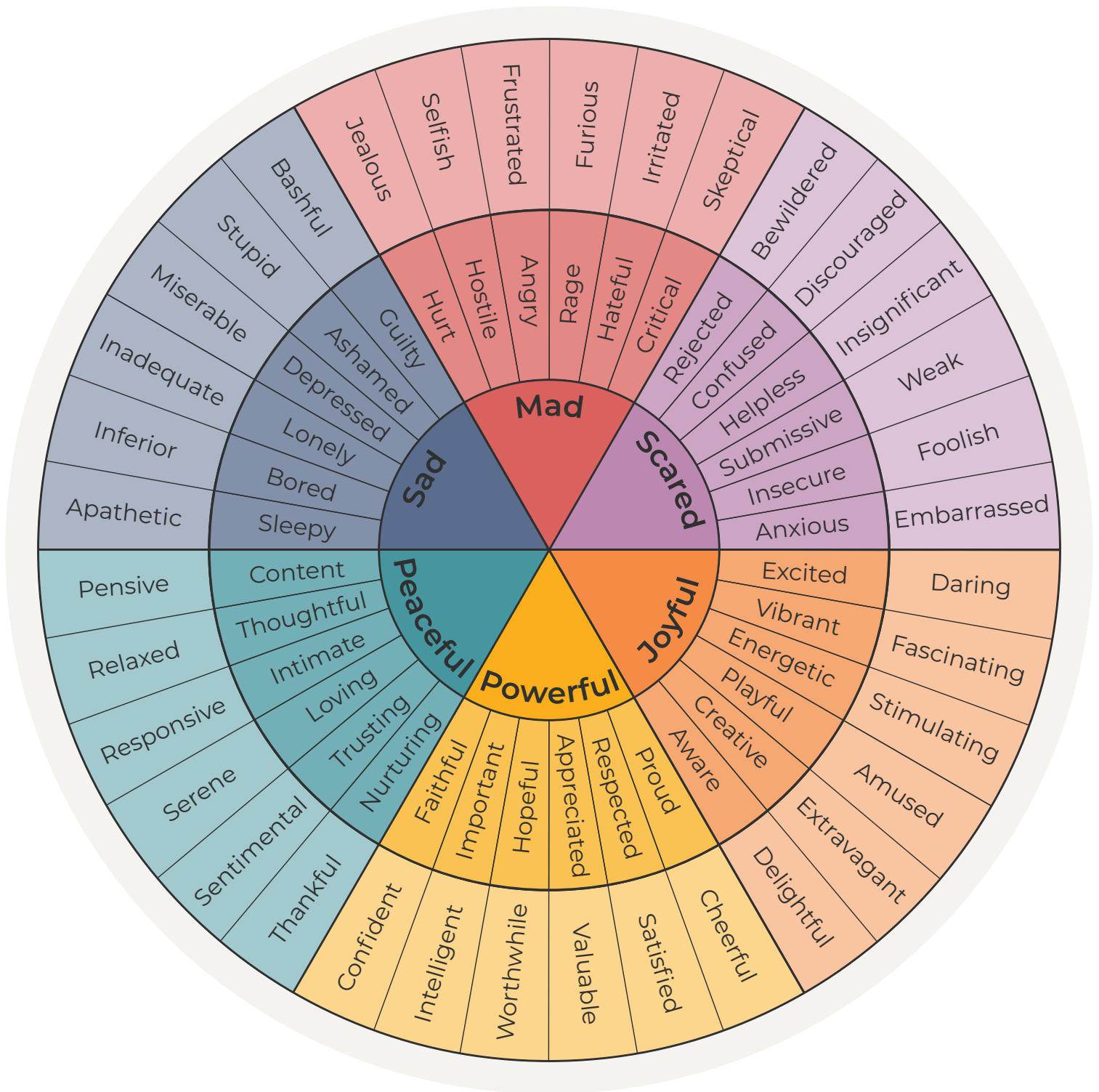
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**Would you please:** (What do you want to happen? What do you wish or hope will happen? Can we please... I'd like it if...)

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# The Feeling Wheel



The Gottman Institute  
Developed by Dr. Gloria Willcox



## Active Listening

- Face the person who is speaking.
- Focus your attention on what she/he is saying.
- Let the person finish speaking before asking questions or responding.
- When the person finishes, restate in your own words what you heard him or her say.
- Ask the person if she or he thinks you heard what he or she said correctly.
- Respond to what the person said.

## Positive Messages

- Own the message. Use the word “I,” not “you,” “they,” or “we.”
- Discuss one issue at a time. Don’t use the “laundry list” approach.
- Describe the facts:
  1. What needs to be repaired or changed?
  2. What you have already done to fix it?
  3. How it is affecting you and your family/household?
  4. What you want/hope will happen?
- Don’t call the other person names or tell him what he/she has done. This will put the other person on the defense and meet your negative expectation.
- Start a conversation in a conflict situation only when you are, and can remain, calm.



## “I Messages” Scenarios

### Scenario 1

When you got up this morning, you found water dripping into your bathroom from the rental unit above. In addition to the mess and the fact that the water has made the floor slippery, it is causing damage to the ceiling tiles.

You haven't spoken with the landlord for several months, but you have heard other tenants complain that he doesn't fix things. You call him and say...

### Scenario 2

Chris is a single parent of three children, ages 5, 8, and 10. Chris has just returned from work and picking up the children from school. Chris works from 6:30 a.m. to 3:00 p.m. It is a rainy day. The three children are playing games in the hallway, chasing each other, and screaming.

To you, the next-door neighbor, the children seem to be getting louder and louder. You work from 11:00 p.m. to 7:00 a.m. and you just want to sleep. You knock on Chris's door and say...

### Scenario 3

You are responsible for paying the electric company for heat and electricity. When you moved in three months ago, you were working 40 to 50 hours per week. You were just keeping up with the rent and other bills. The electric bill is usually \$60-\$70 each month.

Now you've lost work and work only 30 to 35 hours each week. You did not pay the electric bill last month. This month's bill just came. You owe \$160 and do not have the money to pay it. You call the electric company and say...

### Scenario 4

When you moved in two months ago, you noted on the check-in form that two windows did not have screens on them. This is in violation of local housing code. When you submitted the check-in form to the landlord, you mentioned the need for these screens. She said, "I'll have to order them." Nothing has happened since then. The weather is warming up and you'd like to open your windows. You do/say this to address the issue...

### Scenario 5

When you moved in with your friend, you both signed the lease. For the first seven months things went reasonably well. Now, the two of you rarely speak to each other and have started locking your food in separate rooms. Your roommate has recently threatened to move out. You do/say this to address the issue...



## When Repairs Are Needed Fact Sheet

If something goes wrong in your rental unit, first figure out if it is something you should fix yourself. Unplugging a toilet or sink, changing light bulbs, or replacing batteries in a smoke detector are things most landlords require residents to handle themselves. If you aren't sure, check your rental agreement or call the landlord.

### **If it is clearly something that the landlord should fix:**

Call the landlord or his/her agent; the name and phone number should be on your rental agreement. Before you call the landlord, gather the information:

- What happened?
- When did you notice it?
- What have you already done about it?
- What do you want done?

Give the landlord the following information:

- What needs repair—be as specific as possible.
- What type of a problem it is causing for you.
- Your name and address.
- Times when it would be convenient for the repairs to be made.

Ask the person who answers your call for his or her name. Ask when you can expect the repair to be made. Make notes on your conversation and keep them until the repair is completed.

### **If the repair is not made when promised...**

Wait two days, and then write a letter to the landlord, repeating the information in your phone message and stating what you were told in the phone conversation, along with the name of the person with whom you talked. Be polite but firm in your letter and other contacts. Keep a copy of the letter. Handout 5 is a sample letter you may work from.

### **If the landlord has not made the repair after several requests...**

Contact one of the resources listed in Renter Resources for advice on what to do next. Depending on the situation, you may be advised to report the problem to the local building inspector, take specific actions with the landlord, find a mediator, or file a complaint with a consumer protection agency.



## Sample Letter Requesting A Repair

January 7, 2016 (today's date)

Jane Smith  
Sunrise Rental Units  
1111 Eastview Blvd.  
Somewhere, WI 55555

(This should be the full name and address listed in your rental agreement of the person to whom you are supposed to report the need for repairs.)

Dear Miss Smith:

We first contacted your secretary, Jim Jones, on January 4, 2016, about the lack of hot water in our rental unit. We initially noticed the problem that morning when we were showering. Mr. Jones said he would have someone look into it on that day, January 4.

We called again on January 5, and Mr. Jones said that the maintenance person had been busy, but he was sure that he would be there that day.

It is now several days later and we still do not have any hot water. I am not able to clean the rental unit effectively without hot water and my kids are complaining about having to take showers with cold water. (Be specific about the repair, when you first noticed the problem, what you have done to fix it, and prior contacts requesting repairs.)

Please call me with a firm date when you expect to have the repair made. If I do not hear from you by January 12, I will contact the building inspections department. **(Do not make threats unless you know that you can legally carry them out and have specific actions in mind. For example, do not threaten to withhold rent unless you have checked with an attorney or an agency that counsels renters.)**

Sincerely,

Jill Nelson  
Rental Unit 201, Sunrise Circle  
Somewhere, WI 55555  
Tel. 234-5678





# ***Rent Smart***

## ***Module F***

# ***Rental Agreements— Moving In, Moving On***



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY



## Rental Agreements—Moving In, Moving On

### Module Notes:

Reading a rental agreement

Legal procedures related to rental agreements

Ending a rental agreement

### Remember:

The **Rental Agreement** is a legally bind document that needs to be read carefully and understood by the tenant. It is important to keep a copy of the Rental Agreement as long as you stay in the property.

The **security deposit** paid to a landlord when a tenant moves in is “insurance” for the landlord should the tenant damage the property or miss paying rent.

**Eviction** is the legal process a landlord may follow when a tenant has violated a term of the rental agreement and not corrected the violation.

### Questions to Consider:

- What are some of the advantages of having a written rental agreement?
- What should you look for/check on a rental agreement?
- Who should you contact if you need assistance understanding your rental agreement?
- Why should you avoid an eviction?
- What procedures should be followed when ending a rental agreement?

### References and Resources:

Landlord Tenant Guide:

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

Tenant Resource Center:

[www.tenantresourcecenter.org/](http://www.tenantresourcecenter.org/)

Tenant Sourcebook, Legal Action of Wisconsin: [http://www.legalaction.org/content/index.cfm?cm\\_id=83](http://www.legalaction.org/content/index.cfm?cm_id=83)

Wisconsin Administrative Code, Chapter ATCP 134 Residential Rental Practices: [http://docs.legis.wisconsin.gov/code/admin\\_code/atcp/090/134.pdf](http://docs.legis.wisconsin.gov/code/admin_code/atcp/090/134.pdf)

Wisconsin State Law Library <http://wilawlibrary.gov/topics/landlord.php>

References to websites used in this publication are for your convenience and not an endorsement of one product over other similar products.





## Module F: Rental Agreements—Moving In, Moving On

Form 19 RESIDENTIAL RENTAL AGREEMENT  
© 2016 Wisconsin Legal Blank Co., Inc.

**AUGUST 2016 LEASE**

Wisconsin Legal Blank Co., Inc.  
Milwaukee, Wis.

### RESIDENTIAL RENTAL AGREEMENT

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

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

John Smith Jane Smith  
Joseph Smith Julie Smith

**PREMISES:** Building Address

1234 Wallaby Way

Sydney WI 54551

Apartment/room/unit: #12A

Other: \_\_\_\_\_

Included furnishings/appliances: refrigerator, range, oven

Other (list or attach addendum): washer, dryer, range

\_\_\_\_\_

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

\$ \_\_\_\_\_ for other (specify) \_\_\_\_\_

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

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

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

the Tenant shall pay a late fee of \$ 25.00

Charges incurred by Landlord for Tenant's returned checks are

payable by Tenant. Landlord shall provide a receipt for cash

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

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

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

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

**under this Agreement. Other Landlord or Tenant obligations:**

\_\_\_\_\_

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**LANDLORD:** Phillip Sherman

Agent for Phillip Sherman (920) 555-5309

service of 42 Marlin Ct. (name)

(city, village, town) Sydney WI 54551

Agent for Bill's Maintenance & Repair (920) 555-1970

management: 625 Monterey Dr. (name)

(city, village, town) Sydney WI 54550

Agent for Phillip Sherman (920) 555-5309

collection of rents: 42 Marlin Ct. (name)

(city, village, town) Sydney WI 54551

**TERM:** (Strike either (a) or (b) enter complete date.)

(a) Month-to-month beginning on \_\_\_\_\_ or

(b) For a term of 12 months beginning on Sept. 1, 2016

and ending on August 31, 2017

**NOTE:** An agreement for a fixed term expires without further

notice. If tenancy is to be continued beyond this term, parties

should make arrangements for this in advance of the expiration

**UTILITIES:** Check if paid by:

Landlord Tenant

Electricity \_\_\_\_\_ X

Gas \_\_\_\_\_ X

Heat \_\_\_\_\_ X

Air Conditioning \_\_\_\_\_ X

Sewer/Water \_\_\_\_\_ X

Hot Water \_\_\_\_\_ X

Cash \_\_\_\_\_ X

Other: Recycling \_\_\_\_\_ X

If utilities or services payable by Tenant are not separately

metered, Tenant's share of payments are allocated as follows:

Not Applicable

**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

Landlord's agent. The deposit, less any amount 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(1). 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 (a) 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 such damages or defects have been received. 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 before 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. 799, Wis. Admin. Code & ATCP 136, 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 rental 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)** Signature: \_\_\_\_\_

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: \_\_\_\_\_

82 Print Name: \_\_\_\_\_ (date)

8/2/2016 - Drafted by Attorney Tristan R. Pettit of Pettit + Stocking S.C.

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## Module F: Rental Agreements—Moving In, Moving On

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

Phillie 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

9/1/10 - Drafted by Attorney Tish R. Pettit of Pettit & Stooking S.C.

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## Rental Agreement—Checklist

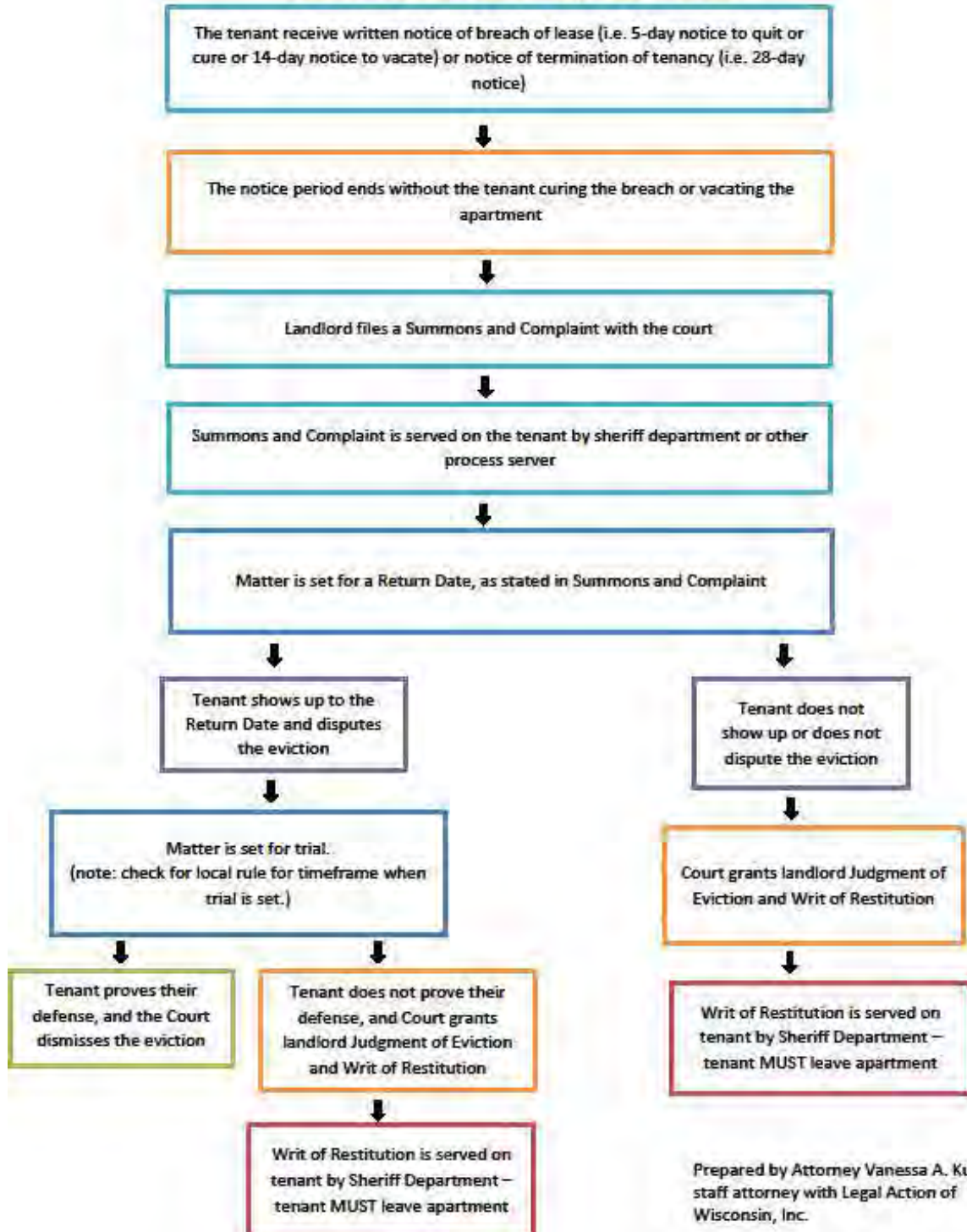
A rental agreement is a legal contract whether written or oral, between the landlord and tenant. The terms of the agreement explain what the landlord expects of the tenant and what the tenant expects of the landlord. Below are some things you should know about the terms of your rental agreement before you sign the agreement. Using the sample rental agreement/smoke detector notice, locate the answer to each question listing the line number where the information may be found on the blank preceding the questions and the answer to the question in the space following it.

- \_\_\_\_\_ 1. How long does the rental agreement last?
- \_\_\_\_\_ 2. Who can live in the apartment?
- \_\_\_\_\_ 3. If you violate any terms of lease, what happens?
- \_\_\_\_\_ 4. How much is the rent?
- \_\_\_\_\_ 5. When is the rent due?
- \_\_\_\_\_ 6. Is there a penalty for late payment?
- \_\_\_\_\_ 7. Where do you pay your rent
- \_\_\_\_\_ 8. To whom do you pay your rent?
- \_\_\_\_\_ 9. Which utilities must you pay?
- \_\_\_\_\_ 10. Are there any payments you must make in addition to the rent, such as security deposit, parking, or utilities?
- \_\_\_\_\_ 11. When can the rent be increased?
- \_\_\_\_\_ 12. What happens if you need to move out before your rental agreement ends?
- \_\_\_\_\_ 13. Are pets permitted?
- \_\_\_\_\_ 14. Are you responsible for any maintenance and repairs?
- \_\_\_\_\_ 15. To whom do you report problems? (You should have a name, telephone number, and address.)
- \_\_\_\_\_ 16. Who is responsible for making sure the smoke detectors/carbon monoxide detectors in the apartment work?
- \_\_\_\_\_ 17. When can the landlord enter the apartment?





## General Eviction Process





## Notices and Eviction Language (Matching Format)

Match the terms in the left hand column with the definitions in the right hand column.

- |                                   |  |
|-----------------------------------|--|
| _____ 28 Day Notice               | A. a written notice given to a tenant for a violation of the rental agreement, giving the tenant five days to fix the violation or move out.   |
| _____ Eviction                    |  |
| _____ Joint and Several Liability | B. a written notice given to the tenant for a violation of the rental agreement, giving the tenant fourteen days to move out; if you have a tenancy under a written lease, you must receive a prior 5-day notice with the right to correct the problem within 12 months before your landlord can give a 14-day notice. |
| _____ Return Date                 | C. written notice given to terminate a month to month tenancy.   |
| _____ Self-help Eviction          | D. to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent.  |
| _____ Summons and Complaint       | E. the court process required to remove a tenant who has materially violated the rental agreement.   |
| _____ 5 Day Notice                | F. an illegal action during which a landlord forces a tenant out of his/her rental unit without having gone through the formal eviction process.   |
| _____ Writ of Restitution         | G. piece of paper landlord completes when he/she files for an eviction with the court.   |
| _____ Cure                        | H. the date and time listed on the Summons and Complaint.  |
| _____ 14 Day Notice               | I. if tenant disputes at return date, the matter is set for a trial.   |
| _____ Eviction Trial              | J. piece of paper stating the landlord has the right to require the tenant to leave the apartment, served on tenant by Sheriff Department. Tenant MUST leave apartment.  |
|                                   | K. a legal concept which means that each tenant in unit may be held solely responsible for the entire amount of rent or other damages, including that owed by other co-tenants.  |



## Rental Records

### Records Keeping Listing for Resealable Gallon Bag

- \_\_\_\_\_ Rent Smart Certificate
- \_\_\_\_\_ Copy of Rental Agreement
- \_\_\_\_\_ Check-In/Check-Out Form and photos
- \_\_\_\_\_ Building Rules/Policies
- \_\_\_\_\_ Letters/Notices from Property Manager
- \_\_\_\_\_ Phone Conversations Record Listing
- \_\_\_\_\_ Copies of Written Requests/Letters
- \_\_\_\_\_ Record of Utility Payments
- \_\_\_\_\_ Rent Receipts
- \_\_\_\_\_ Copy of Credit Report
- \_\_\_\_\_ Renters Insurance Policy





## **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.



# ***Rent Smart***

## ***RESOURCES***



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
WALWORTH COUNTY



# Landlord Tenant Guide

Landlord-tenant relations in Wisconsin are regulated by Wis. Stat. ch. 704, and Wis. Adm. Code ch. ATCP 134.

## Wisconsin Administrative Code Chapter ATCP 134 ("ATCP 134")

Scope and Application: ATCP 134.01, The Residential Rental Practices Rule applies to business practices related to the rental of most residential dwelling units in this state.

The Residential Rental Practices rule does not cover the following kinds of living arrangements:

- When a person lives in a premises operated by a public or private institution and the person lives there to receive medical, educational, counseling, religious, or similar services.
- When a person occupies a hotel, motel, boarding house, rooming house, or similar lodging for less than 60 days and the person is traveling away from his/her permanent place of residence.
- When a person lives in a premises owned and operated by the government or an agency of government. However, these rules do apply to federally subsidized rental housing if the housing is privately owned or operated (which includes HUD "Section 8" housing).
- When a member of a fraternal or social organization lives in a premises operated by that organization. However, if the organization rents rooms to non-members, these rules could apply to those rental agreements.
- When a person does commercial agricultural work and lives on the premises where he or she is working.
- When a person operates and maintains the premises and the person lives on the premises free of charge as part of the employment arrangement.



- When a person lives in a dwelling unit that the person is in the process of buying under a contract of sale.

## ATCP 134.03

### Rental agreements and receipts

#### 1. Copies of rental agreements and rules; (ATCP 134.03(1))

If a rental agreement or any of the landlord's rules or regulations are in writing, the landlord should give the tenant a chance to read them before the tenant decides to rent. This gives the tenant a chance to find out what all the rental terms and conditions are before deciding whether to rent from that landlord. The landlord and tenant must agree on the essential terms of the tenancy, such as the total rent, the amount of the security deposit, and the specific dwelling unit the tenant will occupy.

Once the parties sign a written agreement, the tenant must receive a copy of the entire agreement.

By approving an individual as a prospective tenant, a landlord does not necessarily enter into a rental agreement with that person until they

agree on the essential terms of tenancy. (See ATCP 134.02(10), definition of "Rental agreement" and the "Note.")

Understand, the rules do not require rental agreements to be in writing. Verbal rental agreements are traditional in many parts of the rental industry. Existing statutes allow verbal rental agreements and leases, Wis. Stat. sec. 704.01(1) and (3).

## **2. Receipts for tenant payments (ATCP 134.03(2))**

The landlord is required to give the tenant a written receipt any time the landlord accepts an earnest money deposit, a security deposit, or rent paid in cash. If the tenant pays by check, the rules do not require the landlord to provide a receipt, unless the tenant asks for a receipt.

## **ATCP 134.04**

### **Disclosure requirements**

#### **1. Identification of landlord or authorized agents (ATCP 134.04(1))**

In many disputes about building maintenance, tenants indicate that part of the problem is that the tenants are not able to contact the landlord about a pressing problem.

To help address these problems, this subsection requires the landlord to disclose, in writing, the name and address of the person or persons authorized to collect rent and the person or persons who manage and maintain the premises. The tenant must be able to contact these people relatively easily. In addition, the landlord must identify an owner of the premises or a person authorized to accept legal papers on behalf of the owner. The rule requires that this address (not a Post Office Box) be located within the State of Wisconsin, and that the landlord must provide notice of any change of the person's address within 10 business days of the change occurring.

These disclosure requirements do not apply to owner-occupied structures containing up to four dwelling units, since, in such cases, the landlord is living in the building and the tenant knows whom to contact.

#### **2. Code violations and conditions affecting habitability (ATCP 134.04(2))**

Local housing codes generally establish the standards which rental housing must meet. A landlord must maintain their rental properties under the requirements of local housing codes.

Local housing codes do not protect all rental housing in Wisconsin. Even in municipalities that have housing codes, individual rental units may not be inspected regularly.

Before entering into a rental agreement or accepting any earnest money or security deposit from a prospective tenant, the landlord must disclose to the prospective tenant any building or housing code violations that the landlord has actual knowledge of, affecting the dwelling unit or common areas of the premises, that present a significant threat to the prospective tenant's health or safety and which the landlord has not corrected.

The landlord must also disclose if the dwelling unit lacks hot or cold running water; if the heating facilities serving the dwelling unit are not in safe operating condition, or are not capable of maintaining a temperature of at least 67° F during all seasons of the year the unit may be occupied; that the dwelling unit is not served by electricity, or the electrical wiring, fixtures or other components of the electrical system are not in safe operating condition; any structural or other conditions in the dwelling unit or premises which constitute a substantial hazard to the health or safety of the tenant; the dwelling unit is not served by plumbing facilities in good operating condition; or if the dwelling unit is not served by sewage disposal facilities in good operating condition.

#### **3. Utility charges (ATCP 134.04(3))**

Landlords often require tenants to pay the utility charges separate from the rent. Before deciding to rent a specific unit, it is important for a tenant to know whether or not the utility charges are included in the rent. A tenant needs this information so they can accurately determine the total cost of renting the unit.



ATCP 134.04(3), provides that the landlord must tell a prospective tenant if utility charges are not included in the rent. The tenant must receive this information before signing a rental agreement or paying any money for an earnest money deposit or security deposit.

If utility charges are not included in the rent and individual dwelling units and common areas of the building are not separately metered, the landlord must tell the tenant how the costs for utility services will be allocated among the individual dwelling units.

## ATCP 134.05

### Earnest money deposits

Earnest money deposit is the money a prospective tenant gives a landlord in return for the option of entering into a rental agreement in the future or so the landlord will consider the person's application. The purpose of these deposits is to protect the landlord from possible costs or losses if the prospective tenant decides not to rent from the landlord. The rules do not prohibit earnest money deposits, nor do they set any limit on the maximum amount of the deposit.

#### 1. Accepting earnest money deposits (ATCP 134.05(1))

A landlord may not accept earnest money deposits until the landlord identifies the specific dwelling unit(s) for which the prospective tenant is being considered. (Note: Credit check fees are not "earnest money deposits".)

#### 2. Returning earnest money deposits (ATCP 134.05(2))

- (a) When no rental agreement is made the landlord must return the full earnest money deposit to the applicant by the end of the first business day, by first-class mail or by delivering it to the applicant, after:

The landlord rejects the tenant's application or refuses to enter into a rental agreement with the applicant.

The applicant withdraws their application before the landlord accepts or rejects it.

The landlord does not approve the rental application within three business days after taking the earnest money deposit. The landlord and applicant may agree, in writing, to a longer time for the landlord to consider the application, up to 21 days.

- (b) If the landlord and tenant enter a rental agreement, then the landlord must either apply the earnest money deposit to the rent, apply it to the security deposit, or return it to the tenant.

If the landlord returns less than the full amount of the earnest money deposit and the prospective tenant accepts the partial amount, the prospective tenant still has the right to claim the landlord owes him/her the full amount of the deposit.

#### 3. Withholding an earnest money deposit (ATCP 134.05(3))

If the landlord approves the person to be a tenant, but the person decides not to enter into a rental agreement the landlord may withhold from the earnest money deposit for lost rent and advertising costs actually incurred due to the tenant's failure to rent the premises.

However, if the landlord significantly changed the rental terms previously discussed with the tenant and that is why the tenant withdrew their application, the landlord may not withhold money from the earnest money deposit.

If the landlord withholds money from the earnest money deposit for "lost rent," the landlord must make reasonable efforts to re-rent the premises to "mitigate damages" as provided under Wis. Stat. sec. 704.29

## ATCP 134.06

### Security deposits

Most Wisconsin landlords require a security deposit at the beginning of a tenancy to protect themselves from tenant damage or default.

#### 1. Check-In procedures; pre-existing damages (ATCP 134.06(1))

When the landlord requires a security deposit, the rules establish certain basic elements of a "check-in" procedure. First, before accepting any security



deposit the landlord must provide written notice that the tenant has at least seven days to inspect and document any preexisting damages or defects.

Second, the landlord must tell the tenant they have a right to receive a list or description of any physical damages for which the landlord withheld money from the previous tenant's security deposit prior to accepting a security deposit or converting an earnest money deposit to a security deposit. The landlord may require the prospective tenant to request this list of damages in writing.

If the tenant requests a list of previous damages, the landlord must provide the list within 30 days after receiving the request, or within seven days after charging the previous tenant for damages, whichever is later. The rules do not require the landlord to disclose the amount of the charges or the identity of the previous tenant. If the landlord repaired the damages, the landlord may note this on the list.

## **2. Returning security deposits (ATCP 134.06(2))**

The rules provide that the landlord must deliver or mail the security deposit, less any amounts properly withheld, to the last known address of the tenant within 21 days after the end of the rental agreement. If the tenant leaves the dwelling unit before the end of the rental agreement, the landlord still has 21 days after the end of the rental agreement to return the security deposit unless the landlord re-rents the dwelling unit before the end of the rental agreement. In that case, the landlord must return the security deposit within 21 days after the dwelling unit is re-rented.

Any payment on starting a tenancy that is more than one month's prepaid rent is defined to be a security deposit. Nothing in the rules prevents a landlord from collecting more than one month's rent as security. However, when the tenant surrenders the premises, the landlord must treat it as a security deposit and must account for it as such.

## **3. Limitations on security deposit withholding (ATCP 134.06(3))**

(a) Generally, the landlord may withhold money from the security deposit only for the following reasons:

- Tenant damage, waste, or neglect of the premises;
- Nonpayment of rent;
- Nonpayment of actual amounts the tenant owes the landlord for utility services provided by the landlord;
- Nonpayment of government utility charges for which the tenant is responsible but become the liability of the landlord if the tenant does not pay, and;
- Any other payment for a reason provided in a nonstandard rental provision document described in par. (b).

(b) The rule allows landlords and tenants to mutually agree, in a "Nonstandard Rental Provision," to permit the landlord to withhold the security deposit for other reasons than those listed above with some exceptions.

(c) Specifically, the landlord may not negotiate a "Nonstandard Rental Provision" with the tenant to withhold the security deposit for any costs related to "normal wear and tear." Both the Wis. Stat. sec. 704.28(3) and residential rental practices rule ATCP 134.06(3)(C) prohibit routine across-the-board deductions from the security deposit for cleaning, painting, or carpet cleaning, that result from only "normal wear and tear."

However, a rental agreement may include a contractual provision requiring the tenant to pay for routine carpet cleaning. Even if the rental agreement includes the permitted provision, the cost for the routine carpet cleaning may not be collected by the landlord in advance because all prepayments in excess of one month's rent must be treated as "security deposit." Even if the rental agreement includes the permitted provision, a landlord may not deduct the cost of routine carpet cleaning from the security deposit, which cannot be withheld for normal wear and tear.

#### **4. Security deposit withholding; statement of claims (ATCP 134.06(4))**

If the landlord deducts any money from the security deposit, the landlord must give the tenant an itemized written statement of accounting. This statement must have two entries for each individual deduction:

1. a description of the item and physical damages or other reason for the claim, and
2. the amount withheld as reasonable compensation for the claim.

This allows for discussion about whether or not the claim is valid and whether or not the charge for the item is valid. Failure to describe the damage, waste, or neglect that led to each charge makes it appear the charges are being withheld for normal wear and tear.

The rules prohibit a landlord from intentionally falsifying any security deposit claim.

#### **5. Tenant failure to leave forwarding address (ATCP 134.06(5))**

The rules require the landlord to mail the security deposit and/or an accounting for the security deposit to the tenant's last known address. This rule applies even if the last known address is the dwelling unit the tenant rented under the rental agreement. A tenant should notify the postal service and the landlord, or the landlord's agent, of their change of address as soon as possible to insure they receive their security deposit in a timely manner. However, if a tenant fails to leave a forwarding address, this does not affect the tenant's rights to demand that the landlord return some or all of the security deposit.

#### **1. Specific date of completion required (ATCP 134.07(1))**

For every "promise to repair," the landlord must specify the date or time period when the landlord will complete the repairs, cleaning, or improvements. This requirement applies to promises to clean, repair or improve any furnishings, facilities, or parts of the premises.

#### **2. Initial promises must be in writing (ATCP 134.07(2))**

If the landlord makes any promises to repair, clean or improve the premises before the parties sign the initial rental agreement, the landlord must put the promises to repair in writing. The landlord must give the tenant a copy of these promises.

#### **3. Repairs must be completed on time (ATCP 134.07(3))**

The landlord must complete the promised repairs or improvements within the time period stated in writing. The only excuses the rules "accept" for the landlord not completing the repairs on time are if:

- there is a labor stoppage,
- supplies are not available,
- there are unavoidable casualties, or
- there are other causes clearly beyond the landlord's control.

If something happens to delay the completion of the repairs, the landlord must tell the tenant what has happened that is beyond the landlord's control and give the tenant a new date when the repairs will be completed.

### **ATCP 134.07**

#### **Promises to repair**

Some people agree to rent a dwelling unit based upon the landlord's promises to make certain repairs or improvements to the premises. Such promises may induce a person to rent a dwelling unit and should be in writing.

### **ATCP 134.08**

#### **Prohibited rental agreement provisions**

Under the rules, rental agreements that contain any of the following provisions are void in their entirety:

1. **Allows a landlord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services:** Increase rent, decrease services, bring an

action for possession of the premises, refuse to renew a rental agreement, or threaten to take any action to do so. (ATCP 134.08(1))

2. **Authorizes the landlord to evict or exclude the tenant from the premises**, other than by judicial eviction procedures as provided under ch. 799, Stats.(ATCP 134.08(2))
3. **Provides for the acceleration of rent payments or waives the landlord's obligation to mitigate damages in the event of tenant default.** If the tenant breaches or defaults on their rental agreement, the landlord may not require the tenant to immediately pay for all future rent payments that the tenant is otherwise obligated to pay. Also, under the rule, the landlord is obligated to attempt to "mitigate the damages." In most cases, this means that the landlord must try to reduce the amount of rent the tenant is still obligated to pay by trying to re-rent the apartment. A rental agreement may not in any way try to waive the landlord's obligation to mitigate damages and re-rent the premises as required under, Wis. Stat. sec.704.29. (ATCP 134.08(3))
4. **Requires the tenant to agree to pay any attorney's fees or costs the landlord may incur in any legal action or dispute arising out of the rental agreement.** However, this does not prohibit the landlord or tenant from recovering attorney's fees and costs under a court order under Wis. Stats. ch. 799 or 814. (ATCP 134.08(4))
5. **Authorizes the landlord to "confess judgment" against the tenant.** A tenant is legally disadvantaged by a rental agreement when the rental agreement contains a clause that says the landlord may confess judgement against the tenant whenever certain disputes arise.
6. **Says the landlord is not liable for or responsible for any property damage or personal injury** caused by the landlord's negligent acts or omissions. (ATCP 134.08(6))
7. **Says the tenant is liable for personal injuries arising from causes clearly outside the tenant's control**, or for property damage caused by natural disasters or persons other than the tenant, the

tenant's guests, or persons the tenant has invited to the premises. (ATCP 134.08(7))

8. **Waives any statutory or other legal obligation that requires the landlord to deliver the premises in a fit or habitable condition**, or maintain the premises during tenancy. While tenants may be held responsible for some maintenance duties, tenants cannot legally give up their rights, such as the right to safe and habitable housing. (ATCP 134.08(8))
9. **Allows the landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is a victim of that crime.** (ATCP 134.08(9))
10. **Allows the landlord to terminate the tenancy of a tenant for a crime committed in relation to the rental property and the rental agreement does not include, the notice required by Wis. Stat. sec. 704.14.** (ATCP 134.08(10))

It is important to note that a rental provision requiring the tenant to pay for professional carpet cleaning or other routine cleaning, in the absence of negligence or improper use by the tenant, does not render a rental agreement void. Because routine carpet cleaning is not an obligation statutorily imposed on either the landlord or the tenant, assigning this responsibility to a tenant through a contractual provision does not render a rental agreement void.

## ATCP 134.09

### Prohibited practices

1. **Advertising or rental of condemned premises (ATCP 134.09(1))**

Landlords may not advertise or rent a premise that has been condemned for human habitation. If the premise is condemned or the landlord has received a notice of intent to do so, the landlord may not try to rent the premises. After the landlord completes the necessary repairs and the premise complies with local building and safety ordinances, the landlord may advertise the premises for rent.

## **2. Unauthorized Entry (ATCP 134.09(2))**

Landlord-tenant law provides that a landlord may enter a rented dwelling unit only under certain specified circumstances, unless the landlord and tenant have agreed to a Non-Standard Rental Provision that specifically authorizes the entry under additional circumstances. Although the landlord has no unfettered right to enter the dwelling unit without the tenant's permission, state law does authorize the landlord to enter the premises without advance approval under limited circumstances.

### **Entry Permitted Advance Notice Required:**

If the entry is otherwise authorized, the landlord may enter the premises (1) after giving the tenant at least 12 hours advance notice and (2) during reasonable hours, to do any of the following:

- Inspect the premises;
- Make repairs;
- Show the premises to prospective tenants or purchasers; or
- For reasons authorized by a Non-Standard Rental Provision.

### **Entry Permitted Advance Notice Not Required:**

A landlord may enter the premises without advance notice if:

- The tenant requests or consents, in advance, to the time the landlord plans to enter the dwelling unit;
- a health or safety emergency exists;
- the tenant is absent and the landlord reasonably believes that entry is necessary to preserve or protect the premises;

If a landlord enters a dwelling unit while it is rented, the landlord must first announce his or her presence to any persons who may be present in the dwelling unit. That is, the landlord must knock on the door or ring the doorbell. If anyone is present when the landlord enters, the landlord must identify himself/herself before entering.

## **Automatic lease renewal without notice (ATCP 134.09(3))**

State statutes currently provide that an "automatic renewal" clause in a lease is not enforceable against a tenant unless the landlord gives a written reminder of the clause to the tenant 15 to 30 days before the tenant's last chance to notify the landlord whether the tenant intends to stay or leave. Landlords should review the language in Wis. Stat. sec. 704.15 for the notice requirements.

The statute makes the automatic renewal clause unenforceable, unless the landlord gave the tenant the required "reminder."

## **3. Confiscating personal property (ATCP 134.09(4))**

The rules prohibit landlords from taking a tenant's personal property or preventing a tenant from taking possession of their personal property, unless authorized by Wis. Stat. §§. 704.05(5), 704.11, or 779.43.

## **4. Retaliatory eviction (ATCP 134.09(5))**

A landlord may not increase rent, decrease services (such as water, electricity or heat), refuse to renew a lease, bring an action to evict or threaten to do any of these things, if it is caused by the landlord's desire to retaliate against the tenant because the tenant has:

- Reported a violation of ATCP 134 or reported a building or housing code violation to government authorities;
- complained to the landlord about a violation of ATCP 134, Wis. Stat. ch. 704 which describes the duties of the landlord;
- complained to the landlord about violations of the local housing code; or
- asserted or attempted to assert his/her legal rights as a tenant, including joining or attempting to organize a tenants union or organization.

Before filing any formal legal action, a tenant should first consider attempting to resolve problems informally with the landlord.

## **5. Failure to deliver possession (ATCP 134.09(6))**

A landlord must give the tenant access to the dwelling unit at the time agreed upon in the rental agreement. The only time it is permissible for the landlord not to "deliver possession" of the dwelling unit on the agreed date is when something happens which is beyond the landlord's control.

## **6. Self-help eviction (ATCP 134.09(7))**

A landlord may not exclude, forcibly evict, or constructively evict a tenant from a dwelling unit unless the landlord follows the eviction procedures established by law (Wis. Stat. ch. 799). "Constructive eviction" could include the landlord taking actions like the following: disconnecting utility services, changing the locks, removing the doors from the dwelling unit, or harassing the tenants in other ways.

## **7. Late rent fees and penalties (ATCP 134.09(8))**

A landlord may not charge a tenant a "late rent fee" or "late rent penalty," unless the rental agreement specifically provides for such a penalty.

If the tenant was late paying rent the previous month and gives the landlord a rent payment for the current month, the landlord must first apply that payment to any rent that is currently due before applying any part of that payment to a late fee.

Landlords may not charge tenants a fee or penalty for not paying a late rent fee or late fee penalty.

## **8. Misrepresentations (ATCP 134.09(9))**

The rule prohibits a landlord from making misrepresentations about the rental property or the rental agreement in order to get a prospective tenant to agree to rent from the landlord.

Under this rule, no landlord may:

- Misrepresent the location, characteristics or equivalency of dwelling units owned or offered by the landlord. For example, the landlord may not

show a "model" apartment and then rent a unit which is unlike the "model" apartment shown.

- Misrepresent or fail to disclose the total amount of rent and other non-rent charges the tenant must pay.
- Fail to tell a prospective tenant about any non-rent charges that will increase the total amount the tenant must pay during their tenancy.
- Engage in "bait and switch" practices. For example, the landlord may not tell a prospective tenant that the landlord is considering the person for an apartment in an 8-plex on 25th Street when the landlord really plans to rent the person a smaller apartment in a very large apartment complex on 2nd Street.

## **ATCP 134.10**

### **Effect of rules on local ordinances**

As to local government ordinances, the Residential Rental Practices rules in ATCP 134 do not prohibit or nullify any local government ordinance unless compliance with that ordinance and ATCP 134 is impossible. If there is a direct conflict between the Residential Rental Practices rules in ATCP 134 and a local ordinance such that, by complying with the ordinance a person would violate the rules in ATCP 134, then the ATCP 134 rules control whenever it is possible to comply with both a landlord and tenant must comply with both the local ordinances and the Residential Rental Practices rules.

The Residential Rental Practices rules may not change any of the rights or duties assigned to landlord and tenant in Wis. Stat. ch. 704.

### **Nonstandard rental provisions**

If the landlord wants to include any additional provisions to the rental agreement, the landlord and the prospective tenant must separately negotiate those provisions. Under the rules, a rental agreement may include the following provisions only if the landlord and tenant separately negotiate them and include them in a separate written document entitled, "Nonstandard Rental Provision":



1. Expanded landlord right of entry into the dwelling unit. (ATCP 134.09(2)(c))
2. Authorized deductions from a tenant's security deposit. (ATCP 134.06(3)(b))
3. Holding tenants personal property (ATCP 134.09(4)(b))

## **Wis. Stat., sec. 704.17**

### **Terminating a Tenancy/Risk of Eviction**

After giving proper notice to the tenant under Wis. Stat. sec. 704.17, a landlord may start eviction proceedings for any of the following reasons.

A landlord may start an eviction in small claims court against a tenant who does not pay their rent, pays only part of their rent, or pays the rent late (even one day late). A landlord may also start the eviction process against a tenant who breaks the rules or terms of the rental agreement or causes damage to the property. A landlord who receives written notice from a law enforcement agency that the dwelling unit has been declared a nuisance under Wisconsin Statutes section 823.113(1) or (1m)(b) may begin eviction proceedings against the tenant.

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

- 5-day “Cure” Notice. This written notice from the landlord gives the tenant five days to remedy or move out within five days. If the tenant remedies, the tenancy continues. If the tenant fails to remedy within 5 days, the landlord may start eviction proceedings under Wis. Stat. ch. 799.
- 14-day Notice. This written notice specifies that the tenancy has ended because the tenant is in default under the rental agreement. 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 cure.

For tenants on a lease for one year or less who fail to pay a rent installment on time, the landlord must first provide a 5-day “cure” Notice and option to remedy

before starting an eviction action under Wis. Stat. ch. 799. If the tenant remedies but fails to pay a rent installment on time again within 12 months, the landlord may then serve a 14-day notice with no option to cure.

If a tenant refuses to leave the premises after receiving the proper notice, the landlord may start an eviction action in Small Claims Court. A tenant has the right to appear in court to contest the eviction. If the tenant fails to appear in court, the landlord may automatically obtain the eviction order. The landlord may not confiscate personal belongings or use force to remove tenants from the rental unit until the judge orders an eviction under Wis. Stat. sec. 799.44.

Additionally, if the court decides that the tenants wrongfully stayed in the rental unit, the court can order the tenants to pay the landlord twice the amount of rent owed (prorated on a daily basis) for each day the tenants stayed in the rental unit unlawfully. Wis. Stat. sec. 704.27

### **Criminal Activity: Wis. Stat. sec. 704.17(3m)**

A landlord may serve a tenant a 5-day Notice to vacate the premises, without an option to stay, for criminal actions by the tenant or their guests which threaten the health or safety of, or right to peaceful enjoyment of the premises by, other tenants or immediate neighbors. This also applies to criminal activity which threatens the health or safety of the landlord or their agents, and to drug-related criminal activity on or near the premises. Such a 5-day Notice must include the following:

- The basis for the notice.
- A description of the criminal activity or drug-related criminal activity, the date it took place on, and identification or description of the individuals who took part in the activity.
- Notice that the tenant may seek legal advice/volunteer clinic or tenant resource center.
- Notice that the tenant has the right to contest the allegations before a court commissioner or judge if an eviction action is filed.

This does not apply to a tenant who is a victim of the criminal activity.

## Change of Ownership

When a rental unit changes owners in the middle of a lease, the new owner must observe all terms of the existing lease. The new owners cannot make changes (except minor rule changes) until the lease expires. Wis. Stat. sec. 704.09(3).

## Foreclosure – Protecting Tenants at Foreclosure Act

If a tenant suspects that their rental property is in foreclosure or is going into foreclosure, the tenant should continue to make their rental payments as required by the rental agreement unless the tenant is otherwise directed by the court or by the agent handling the foreclosure.

A tenant can determine whether their rental property is in foreclosure by contacting the Clerk of Court for their county. A tenant can also check on the Internet at the Wisconsin Circuit Court access site, [wcca.wicourts.gov](http://wcca.wicourts.gov). If a tenant finds that their rental property is in foreclosure, a tenant can contact the party foreclosing to determine how the foreclosure might affect their rental agreement.

Even though the bank is receiving the rent payments, all other rights and responsibilities that the owner/landlord has with respect to the tenants remain in place. Until the bank actually forecloses, the owner is still the owner. Landlords must maintain the rental unit in a fit and habitable condition, the financial institution is not explicitly obligated to assume the maintenance duties of the owner.

## Penalties for violating the residential rental practice rule

The department understands that a vast majority of landlords strive to fully comply with the rules voluntarily. When the department finds violations, it tries to obtain voluntary compliance from the appropriate party whenever possible. However, if enforcement action becomes necessary, violations of the rules in ATCP 134 may result in penalties.

The actual penalties imposed by a court will depend on the seriousness of the violations and the damages or harm that resulted. Under Wis. Stat. sec. 100.26(6), a court may impose a civil forfeiture of not less than \$100 nor more than \$10,000 for each violation. A district

attorney may also bring criminal misdemeanor charges for violations of these rules which may result in a fine not less than \$25 nor more than, up to \$5,000 for each violation or a year in the county jail, or both. See Wis. Stat. sec. 100.26(3).

In addition to any other penalties, the court may issue an injunction telling the person not to violate the rules again in the future and may order the person who violated the rules to pay restitution to the victim.

A person may also bring a private action under Wis. Stat. sec. 100.20(5) to recover the “pecuniary loss” caused by violations of ATCP 134.

The Department of Agriculture, Trade, and Consumer Protection investigates alleged violations of the Residential Rental Practices rules. If prosecution is necessary, the department works in cooperation with the Wisconsin Department of Justice, or the local District Attorney.

## Private remedy for violations of the rules

State law allows anyone who suffers monetary losses because of violations of the Residential Rental Practices rules to file a lawsuit on their own in state court (usually small claims court) against the violator. In a private individual lawsuit, the victim can recover from the violator up to twice the amount of their “pecuniary loss” that is their monetary “out-of-pocket” losses (or damages), plus costs including reasonable attorney's fees under Wis. Stat. sec. 100.20(5). How much a person actually recovers depends on whether the victim can satisfactorily prove to the court what monetary losses and damages are suffered. The exact amount the victim recovers is decided by the courts.

Parties may seek this remedy directly in court without filing a complaint with the department. However, the department’s involvement can often assist in resolving a complaint. In addition, complaints assist the department in monitoring the business’ practices to ensure they are following Wisconsin’s Residential Rental Practices rules.

For more information, see the notes following Wis. Adm. Code ch. ATCP 134.05(3) and ATCP 134.06(2)(a) which references a decision issued by the Wisconsin Supreme Court. That decision *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), provides some guidance on what the courts look at in deciding how to award damages

against a landlord who violated the rules in Wis. Adm. Code ch. ATPC 134, regarding security deposits and earnest money deposits.

## **Additional information**

Wis. Adm. Code ch. ATPC 134, Residential Rental Practices:

[http://docs.legis.wisconsin.gov/code/admin\\_code/atcp/090/134](http://docs.legis.wisconsin.gov/code/admin_code/atcp/090/134)

Wis. Stat. ch. 704 Landlord and Tenant:

<http://docs.legis.wisconsin.gov/statutes/statutes/704.pdf>

Wis. Adm. Code ch. ATPC 125, Manufactured Home Communities:

[http://docs.legis.wisconsin.gov/code/admin\\_code/atcp/090/125.pdf](http://docs.legis.wisconsin.gov/code/admin_code/atcp/090/125.pdf)

Wis. Stat. ch. 799, Sections 799.40 to 799.45 Evictions:

<http://docs.legis.wisconsin.gov/statutes/statutes/799.pdf>

Tenants' Rights & Responsibilities - BCP fact sheet:

<https://datcp.wi.gov/Documents/LTTenantsRights143.pdf>

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

Wisconsin Department of Agriculture,  
Trade and Consumer Protection  
*Bureau of Consumer Protection*  
2811 Agriculture Drive, PO Box 8911  
Madison, WI 53708-8911

Email: [DATCPHotline@wi.gov](mailto:DATCPHotline@wi.gov)

Website: [datcp.wi.gov](http://datcp.wi.gov)

(800) 422-7128      TTY: (608) 224-5058

LT-LandlordTenantGuide497 (rev 7/19)



# Emotional Support Animals

One of the Very Big Questions that people, especially landlords, have is about Emotional Support Animals (ESAs). There are laws that define ESAs in Wisconsin in addition to the federal Fair Housing laws, that establish rules about what landlords have to do, and what they don't have to do (2017 Wis. Act).

The most basic of overviews: Under state and federal statutes and regulations, persons with disabilities are allowed the use of service animals and emotional support animals (ESAs) in rental housing, where animals are otherwise prohibited.

These animals are not considered pets. Landlords must consider them, effectively, as medical equipment.

What is an Emotional Support Animal (ESA)?

An Emotional Support Animal is newly defined by Wis. Stat. 106.50(1m) (im) as "an animal that provides emotional support, well-being, comfort, or companionship for an individual but that is not trained to perform tasks for the benefit of an individual with a disability." (This is consistent with, but not identical to, federal law. An inflexibly close reading of this definition might put someone in violation of federal law.)

When can a tenant request an ESA?

In order for a tenant to request an assistance/service animal as an accommodation for a disability, the assistance animal must be necessary to afford the individual an equal opportunity to use and enjoy a dwelling or to participate in the housing service or program. Further, there must be a relationship between the individual's disability and the assistance the animal provides. If these requirements are met, a housing facility must permit the assistance animal as an accommodation.

## Landlords may request documentation:

A landlord cannot require an individual to:

- reveal what kind of disability they have, or what disability is treated by the companion/service animal,
- require that the tenant/prospective tenant prove the animal has been specifically trained

Landlords can request two pieces of formal documentation:

1. Confirmation that the individual has a disability. State law says this isn't necessary if the disability is "immediately apparent." The landlord cannot ask what kind of disability the tenant has, but can ask for this documentation if the disability is invisible.
2. Confirmation that the animal is necessary to treat a medical condition or a disability.

## Who can provide documentation for animals?

**Federal and State laws disagree on this. As far as we can tell, THIS IS THE BIGGEST TARPIT/TRAP/PROBLEM AREA.** Federal requirements say the person with a disability must provide "reliable documentation." ("Housing providers may ask individuals who have disabilities that are not readily apparent or known to the provider to submit reliable documentation of a disability and their disability-related need for an assistance animal," from [FHEO 2013-01](#)). Meanwhile, Wisconsin law says that the documentation must be provided by: a licensed health professional (defined in Wisconsin law as a "physician, psychologist, social worker or health professional"), who is licensed in Wisconsin. **Wisconsin's law is really, really different from "reliable documentation."**

It looks to us like the federal law is intentionally open-ended, and we have seen many kinds of documentation be supported through its wide gates. It seems like Wisconsin lawmakers were attempting to give landlords guidance about ESAs, but since that guidance restricts rights given by federal law, it doesn't seem viable. Our understanding is that **landlords must continue to follow this federal law, no matter what Wisconsin law says.**

An imagined example: a tenant is moving to Wisconsin from Minnesota. The tenant is a veteran, and is coping with PTSD. The tenant has an emotional support animal, who helps the vet cope with flashbacks and anxiety. The tenant has a doctor's note, from a licensed physician in Minnesota, which explains that the tenant has a disability (it's not visible, so landlords often need documentation), and that the specific animal is necessary to treat the disability. However, upon moving to Wisconsin, he is denied because his letter isn't from a physician licensed in Wisconsin. The tenant files a complaint with HUD, HUD asserts that a Minnesota doctor can give "reliable documentation" for a tenant in Wisconsin, HUD finds the landlord in violation of federal fair housing law, and leverages [a maximum first-time fine of \\$19,787](#). The landlord has followed Wisconsin law, but can still be held to (and fined by) more open-ended federal law.

## Animals can be denied in specific circumstances:

There are few circumstances in which a landlord is allowed to deny a service animal or emotional support animal. Those circumstances (listed in [Wis. Stat. 106.50\(2r\)\(br\)4](#)) are:

1. If the applicant does not have a disability, or does not have a disability-related need for the animal, then the animal can be denied. (I mean, then it's not technically a service animal or ESA).
2. If the landlord can demonstrate that allowing the assistance animal would impose an undue financial or administrative burden or would fundamentally alter the nature of the housing program or services. The scope of this is very limited.
3. If the landlord can demonstrate that the specific animal poses a direct threat to the health or safety of a person, that cannot be reduced by another reasonable accommodation.
4. If the landlord can demonstrate that the specific animal would cause substantial physical damage to a person's property, that cannot be reduced by another reasonable accommodation.

## Charging for Damages:

A landlord is able to charge a tenant for damage done by their ESA or service animal. [Wis. Stat. 106.50\(2r\)\(bg\)3](#).

---

## Information for Tenants:

We know that this is hard. It's hard to live with a disability. It's hard to advocate for yourself at appropriate moments. It's hard to know what to say and what not to say, what rules to comply with, and which rules might be overlooked if illegal/discriminatory. We get it. Here are the biggest questions we get.

**Should I tell a prospective landlord about my ESA when I'm applying for a rental home?** This is a hard question, and the most commonly asked. If you don't say that you have an animal living with you, it can feel like you're lying by omission. However, if you mention the ESA early on, you can be denied illegally, without you knowing what triggered that denial. Here's a possible series of steps you might follow:

- Apply for housing, without mentioning your animal. (Laws do not require tenants to disclose ESAs or service animals when applying for housing).
- Once you have proof (preferably in writing) that you're accepted into the rental home (and not denied for other, legal, reasons), send the landlord a letter saying that you have an ESA, with your documentation.
- If, at that point, you are denied, you could take a number of steps: file a complaint with [Fair Housing](#), file a complaint with your local government, write a letter asking for the reason for the denial (the landlord doesn't have to give you one, but it's helpful to understand their reasoning if they are willing to give you a reason for denial).
- Generally, it helps to tell the landlord that you have an ESA or service animal before you move in, so that if they have a legitimate reason to deny your ESA (listed above), then you can work out those reasons before you are relying on them to provide you with housing.

**My landlord wants more information than the documentation you list above. Should I give it to them?** So, you certainly can. You are not liable based on discrimination laws if you choose to give them more information. However, you don't *\*have\** to give them additional information. And, if they deny you because you didn't provide the additional documentation, that's discrimination.

**Should I pay to register my ESA online?** No. An ESA registry is a website that asks for money to confirm that you have a registered emotional support animal. This is not required by law and is not, in any way, a replacement for the "reliable documentation" needed to trigger protections under federal law. If any company or website states that registration is required, they are usually a scam and should not be trusted.

---

## Information for Landlords:

Trust me, I hear you. I hear you saying that these are a pain, and that abuse is rampant. That so many people have these animals who don't really need them. That many "service providers" are just unknown entities on the internet. I hear you.

There are some things you can do here, but first, a plea: the situations where it works - where a person has a disability and their ESA makes it possible for them to be successful in housing: that's magic. People with disabilities struggle. And often, they struggle invisibly. For some, their invisible disabilities make it almost impossible to function in this everyday world, and they often fail to meet their own most basic needs. If someone's ESA makes it so they can live a normal-ish life, and be functional, I hope that we can see the beauty in that, and support those needs. That's the world I want to live in.

## Things you can do, if you're concerned about a tenant's ESA:

- Check the credentials of the person who provided the "reliable documentation," and call to make sure they exist. (They will not be able to tell you whether or not they treat the disabled person in question, since that would be a violation of HIPAA laws). The service provider would likely be able to tell you if they wrote the letter that you are holding.
- Require all tenants (not just those with ESAs or service animals) to have [renter's insurance](#), if you're concerned about your liability. (*Note: if you have a renter's insurance rule, but it's only for folks with ESAs or service animals, that's discriminatory, so watch out.*)
- Contact resources! [Fair Housing](#) wants to help landlords follow laws, and you can always [contact an attorney](#) for legal advice. This is really confusing stuff! It would make sense for you to have questions. You can ask for help.
- If you are denied insurance because of an ESA, then those insurance companies could be fined for violations of fair housing laws, as well. So, again, ask for help! Denying an ESA or service animal because of another organization's discrimination (as opposed to your own discrimination) does not protect you.

Generally speaking, though, it's hard to deny ESAs without facing allegations of discrimination.

---

## A Note on Names:

Emotional Support Animals, Service Animals, companion animals are all names that people use to refer to the animals that help people with disabilities to live a functional life. However, they aren't all the same thing. Under the [Americans with Disabilities Act](#), a service animal is defined as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability." (Note: later on, they tack on miniature horses, so those are technically service animals, as well.) An ESA or companion animal doesn't have to have specific training.

However, the difference between ESAs and service animals isn't relevant for these conversations about ESAs in rental housing. Both service animals and ESAs count as reasonable accommodations for a disability within fair housing law. Therefore, no matter what you call the animal - a companion animal, a service animal, an emotional support animal, among other names - the animal is allowed, as long as: the tenant has a disability, the animal is necessary to treat the disability, as confirmed by reliable documentation.

# Tenant Sourcebook



Published by Legal Action of Wisconsin, Inc.  
[www.legalaction.org](http://www.legalaction.org)

Legal Action of Wisconsin, Inc. is a non-profit law firm which exists to provide creative and effective legal representation in order to achieve justice for low-income people and others to whom it would otherwise be denied. We advocate for empowerment and systemic change to help our clients realize their basic right to a decent quality of life. We strive for active client and community participation in carrying out our mission.

For over two decades, Legal Services of Northeastern Wisconsin, Inc. published and distributed this book to provide general information to low-income tenants. In 2003, Legal Services of Northeastern Wisconsin merged with two other law firms to become Legal Action of Wisconsin, Inc.. Legal Action is primarily funded under the Legal Services Corporation Act and is not a government agency. Legal Action of Wisconsin is a law firm providing free legal assistance to low-income people in non-criminal matters. The opinions expressed in this book are those of Legal Action, and not necessarily those of any of the organizations which provide financial support to Legal Action. Legal Action has six offices which serve Central and Southern Wisconsin. A separate law firm, Wisconsin Judicare, Inc. serves clients in Northern Wisconsin.

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**Revised January of 2020, by Attorney Corey C. Lundin**

Includes update to Oshkosh office, typo at page 3, & clarified language on application fees

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# **1 – Introduction**

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**Wisconsin’s landlord-tenant laws were significantly revised in 2012, 2014, 2016, and 2018. The information in this book only covers leases and rental agreements which were signed or renewed on or after April 18, 2018.**

The fact you rent a house, apartment, room, or mobile home means you have a right to privacy and the right to be comfortable and safe in your home. There are laws and rental rules landlords must follow. State statutes, local ordinances, and common customs are all sources for rental rules.

Landlords have heavily influenced Wisconsin housing law. The result is often low-income tenants have little choice about the condition of an apartment and the terms of a lease they are told to sign. This makes it very important tenants understand what rights they do have and how to protect those rights.

As a tenant, you need to understand the landlord/tenant rules, how you can use the rules to avoid problems, and how to solve problems if they come up. This book explains your rights and what you should do to protect your rights as a tenant. It is a “source book” to help you help yourself. Keep this book as a reference.

**This book is not a substitute for legal advice. Every case is different, and the information in this book deals with general guidelines which may not apply to your specific situation. If you have a legal problem with a landlord, you should speak with an attorney. If you cannot afford to pay an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

You should also be aware you may have special rights and remedies under other types of laws in addition to the rules discussed in this book. For some types of housing, the rules at Wisconsin Administrative Code DATCP § 134 may not apply. You should talk to an attorney if you live in one of the following housing situations:

- **Tenants in Federally subsidized, public, or low-income housing**
- **Tenants in mobile home trailer parks**
- **Housing where you do not pay rent** or where the housing is given to you by your employer to live in while you have the job.
- **Farm rentals** or housing with land used mainly for farming

## **2 – Subsidized, Public, and Low-Income Housing**

### **Tenants in some types of housing have additional rights under Federal law**

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Many elderly and low-income people live in federally subsidized housing, public housing, or low-income housing. If you live in one of these types of housing, you have many additional rights under Federal laws. There are Federal laws which protect your right to get your rental assistance and which insure you cannot be unfairly evicted from this type of housing.

“Public Housing” is rental housing a local housing authority owns. The rules at Wis. Admin. Code DATCP § 134 **do not apply** to this kind of housing. Wis. Admin. Code DATCP § 134.01(7). Tenants in public housing do have special rights under Federal law, and they also have rights as tenants under Wisconsin law.

“Subsidized Housing” is housing a private landlord owns, but the landlord gets money or loans from the government. Subsidized housing includes many large apartment complexes as well as smaller apartment buildings and houses. It also includes housing voucher rental assistance programs your local housing authority runs. The rules at Wis. Admin. Code DATCP § 134 **do apply** to subsidized housing landlords. Tenants in subsidized housing also have special rights under Federal law.

Local or regional housing authorities run the “Housing Choice Voucher Program” (commonly referred to as the “Section 8” program), which provides rental assistance payments directly to private landlords to help eligible, low-income tenants meet their rental costs. Under this program, a tenant who has been approved for a “voucher” finds a private landlord who is willing to accept the terms of the Voucher Program and accept part of the tenant’s rent payment each month from the housing authority. Generally, Federal law does not provide a tenant in the Voucher Program with many protections greater than state law provides. Wisconsin statutes and the rules at Wis. Admin. Code DATCP § 134 **do apply** to tenants and landlords in the Voucher Program.

There are other types of low-income housing programs, such as the Low-Income Housing Tax Credit Program, programs run by the Wisconsin Housing and Economic Development Authority (WHEDA), and programs run by the Farmers Home Administration (FmHA) or the “Rural Housing and Community Development Service” (RHCDs). Tenants in these programs also have special rights.

If you are looking for an apartment and trying to get help with rental assistance or a “voucher,” or if you already get help with your rent under any of these programs, you have more rights than those discussed in this book. **If you have problems with a housing authority or any other problems relating to subsidized, public, or low-income housing speak with an attorney. If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

## **3 – Mobile Home Parks**

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### **Tenants in mobile home parks have special rights under state law**

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People who rent in mobile home parks have special rights and protections as tenants under Wisconsin Law. The rules at Wis. Admin. Code DATCP § 134, protect mobile home park tenants just like other tenants. There is also a special set of laws and rules to protect tenants who live in mobile home parks. These rules include such things as the right to have a written lease for one year if you want one, and the right to have your lease renewed at the end of the year if you do not want to move. These special protections for mobile home park tenants are found at Wis. Stat. § 710.15 and at Wis. Admin. Code DATCP § 125 of the Wisconsin Administrative Code.

### **The special laws and rules which protect mobile home park tenants are not covered in this book**

**If you live in a mobile home park and are having problems with your landlord you should talk to an attorney.**

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## **4 - Migrant Farmworkers**

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There is another set of laws and rules that apply to people who live in housing for migrant farmworkers. These laws are found at Wis. Stat. § 301.92 and at Wis. Admin. Code DWD § 301. Some laws that protect other tenants do not apply to people who live in migrant labor camps. For example, after a worker's employment ends, the employer may require a worker to vacate residence at the migrant labor camp upon final payment of wages to the worker.

The migrant labor camp laws and rules also specify certain rights – such as the right to have visitors in your own home and the right to have a place to eat and prepare food if your employer does not provide meals. If you are a migrant farmworker with concerns regarding the conditions of your housing, you may file a complaint with the migrant labor inspector at the Department of Workforce Development, who can be contacted as follows:

Inspector – Migrant Labor Enforcement  
Department of Workforce Development  
Dane County Job Center  
1819 Aberg Avenue, Suite C  
Madison, WI 53704  
(608) 242-4905 Office)  
(608) 220-1386- Mobile

### **The special laws and rules which apply to migrant agricultural worker housing are not covered in this book**

**Legal Action of Wisconsin provides free legal representation to farmworkers. Contact Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

## **5 – Should I Buy Renter's Insurance?**

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If your personal belongings are lost, stolen or damaged while you are renting an apartment, the landlord will not be responsible to pay for your losses unless it was the landlord's fault. If you lose your things in a fire, the landlord would only have to pay for your losses if it is proved the fire was his fault. (Example: a fire might be a landlord's fault if she did not have working smoke detectors in the building, or if it can be proven the fire was caused by an unsafe electric system.) Losses of your property which natural disasters (floods, tornadoes) cause will almost never be the landlord's responsibility.

Renters' insurance is a way you can protect yourself from the risk of having to pay out of your own pocket for repairs or replacement of your personal property. Renters' insurance does not cost very much and it is worth looking into, especially if you have belongings which would be expensive to repair or replace.

## 6 – Discrimination in Renting

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**Illegal discrimination can happen when a landlord will not rent to you or tries to evict you because you are a member of a protected class**

**Housing discrimination is against Federal and state law**

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There is a Federal law called the “Fair Housing Act” (Title VIII of the Civil Rights Act of 1968). 42 U.S.C. § 3601. It says discrimination in renting based on race, color, religion, sex, family status, or national origin is illegal. Anyone who is discriminated against can file a written complaint with the Department of Housing and Urban Development (HUD). HUD is required to investigate a complaint of discrimination and HUD can hold a hearing to decide if the law was violated. Penalties and other relief may be imposed after a hearing is held.

The Fair Housing Act also makes it illegal for landlords to discriminate against a renter because of a disability or handicap. The landlord must allow a disabled tenant to make reasonable changes inside an apartment if the renter pays for the cost of the changes. However, the landlord may require the tenant to put the apartment back in its original condition when the tenant moves out. Disabled persons must be able to access and use new apartment buildings.

Wisconsin’s laws state it is illegal to discriminate in renting or selling property on the basis of sex; marital status; sexual orientation; color; race; disability; religion; national origin; ancestry; lawful source of income; family status (whether or not you have children); age; or if you are a victim of domestic abuse, sexual assault, or stalking. Wis. Stat. § 106.50. Your complaint of housing discrimination under state law is filed with the Equal Rights Division of the Wisconsin Department of Workforce Development.

If you feel you have been discriminated against in housing, you have the right to file a written complaint with HUD, with the state’s Equal Rights Division, with your city or county enforcement commission, or with all three. If you need help in filing complaints, or if an agency is not responding to your complaint, an attorney may be able to assist you. The Fair Housing Council may also be able to assist you. Their Statewide Complaint Intake Hotline is (877) 647-3247, and more information about The Fair Housing Council can be found on their website at [www.fairhousingwisconsin.com](http://www.fairhousingwisconsin.com).

In addition to these rights, you may also be able to file your own lawsuit in state or Federal court for damages and other relief. If you win, you can also be awarded court costs and reasonable attorney’s fees. Wis. Stat. §§ 100.20(5) and 814.045. **If you are discriminated against, act immediately. Your right to sue a landlord for illegal discrimination will have definite time limits under the law.**

## **7 – Looking for an Apartment**

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### **Shop for an apartment you can afford**

#### **Find out about the landlord before you decide to rent the apartment**

#### **Take a good first look at the place**

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Before you start looking for an apartment, you need to look at your monthly income and decide how much you can afford to pay. Your cost for an apartment will include rent, any “extra charges,” and your payment each month for utilities (water, electric, gas). Look for apartments you will be able to afford. Agreeing to rent an apartment you really cannot afford is a bad idea. **If utilities are not included in the rent, before agreeing to rent an apartment you should ask the landlord for the apartment’s “average utility cost.”** If the landlord does not know the average utility cost, the landlord can easily find out by calling the utility company. You can also find out something about the apartment’s utility costs by talking to the last tenant who lived there. If one utility meter is shared with another apartment, ask the landlord how much of the utility bill the other tenant will pay, and how much of the bill you will have to pay. Some utilities have information about the average utility cost for an address available on their website.

In deciding whether you can afford an apartment, add up the monthly rent, the monthly utility costs, and extra charges for things like parking and snow shoveling; this is the “Total Housing Cost” for the apartment. After adding up the Total Housing Cost you would have to pay each month, then see if this would leave you with enough of your income left over each month to pay for your other needs (food, clothing, transportation). If the Total Housing Cost for an apartment would not leave you with enough money each month to pay for your other needs, the apartment is not one you can afford.

### **Choose an apartment carefully**

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Even if you do not have many places to choose from, you want to find a place you can afford which will be safe and meet your needs. You should look for a place which has a responsible landlord. You should ask who you will be dealing with when you first look at the apartment. The law requires a landlord to give a tenant the name of the person who will be collecting rent and managing the building, and who will be the “contact” person for repairs or problems. Wis. Admin. Code DATCP § 134.04(1)(a)(1). The landlord must also tell you who will accept legal notice for him or her. Wis. Admin. Code DATCP § 134.04(1)(a)(2). If this information is not written down in your lease or rental agreement, ask the landlord for this information before you agree to rent the apartment.

## **Do not rent an apartment without first looking it over very carefully**

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You should inspect the apartment prior to signing a rental agreement or paying any money to the potential landlord. Before you pay the potential landlord a security deposit they must tell you in writing that you have the right to inspect the apartment after you move in and notify the landlord of any preexisting damages or defects. Wis. Admin. Code DATCP § 134.06(1) Do not be afraid to try out the stove, toilet, lights, windows, heating system, water faucets, and anything else in the apartment. If there are problems with the apartment, it is best to find this out before you have agreed to rent the place and before you have paid the landlord any rent or security deposit.

Here is a short checklist of some things you should keep in mind when you are looking for a place to rent.

- plumbing works (toilets and faucets, hot water)
- ceiling solid (look for cracks, falling tiles)
- floors solid
- walls solid, no holes
- peeling paint – ask about lead paint
- appliances work
- heating works
- outside structure seems solid
- lights work
- screens for all windows
- storm windows for all windows
- shades/curtains included
- windows all work
- any utilities shared with other tenants
- garage space/parking space included
- furniture included

Before you decide on renting an apartment, you may also want to check out the location and the neighborhood of the apartment to make sure it is where you want your family to live. Here is a list of some things you may want to check for:

- lighted streets
- schools and churches
- parks and recreation
- grocery stores
- hospitals and clinics
- police and fire
- public transportation
- pedestrian crossings
- busy streets
- railroad crossings
- noisy bars or taverns

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### **Anything else?**

After you have checked everything, ask the landlord if there is anything else you should know about the apartment. Before you agree to rent the apartment, the law requires the landlord to tell you about any serious housing code violations which the landlord knows about and which the landlord has not corrected. Wis. Stat § 704.07(2)(bm).

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## Landlord's Promises to Clean and Make Repairs

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If you find things wrong with the apartment, or the landlord tells you of any problems with the place, before you agree to rent the apartment you should ask the landlord for a written promise to make the needed repairs or cleaning. Under Wis. Admin. Code DATCP § 134.07, all promises to make repairs before you enter into a rental agreement **must be in writing**. All promises a landlord makes - whenever they are made - must also give a date or definite time period by which the landlord will finish the repairs or cleaning. If the landlord has a good reason why he cannot finish the repairs or cleaning on time, he must give you written notice telling you the reason for the delay and telling you a new date by which he will have the cleaning or repairs done.

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## How do I know if a landlord is “good”?

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If you think you have found an apartment you want to rent, before you sign anything, you should try to find out about the landlord. As everyone knows, there are many “good” landlords and there are also some “bad” landlords out there. But all landlords try to make you think they are “good” landlords when they want you to rent an apartment. After you agree to rent an apartment and move in, you may find out too late the landlord does not make needed repairs, does not respect your privacy and always wants to hassle you about minor things. Nobody needs the headache of a bad landlord. There are some things you can do to find out about a landlord before you agree to rent or give her any money.

How a landlord treats other tenants will tell you a lot about whether she is an honest and responsible landlord. When the landlord is not around, talk to other tenants who live in the building. If you can, talk to the tenant who last lived in the apartment. The last tenant who lived there can also tell you about any past problems with the apartment (example: bedrooms drafty in the winter). If the landlord is not a “good” landlord to other tenants, the landlord will probably treat you the same way after you rent the apartment and move in.

One way to find out about a landlord is to call the Wisconsin Department of Agriculture, Trade and Consumer Protection (1-800-422-7128). This office will be able to tell you if they have received any complaints against the landlord by former tenants. If the office of Consumer Protection has records of tenant complaints against the landlord, this may tell you something about how this landlord treats his tenants.

Another very good way to find out about a landlord is to call or visit the local office of the housing inspector or health inspector. Ask the inspector if she knows the landlord and if the apartment building or house you are looking at has ever had any housing or health code violations. The inspector may also be able to tell you if the landlord has had code violations on other buildings and whether the landlord has been good about repairing code violations. If the Inspector has had a lot of problems with the landlord, it may mean the landlord is not very responsible and he does not care about his tenants' safety. No one needs that kind of landlord.

A nice apartment may be hard to find at a price you can afford. But it is still important to try to protect yourself and get the best deal you can.



## 8 – Earnest Money Deposits & Credit Check Fees

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**If you decide on an apartment you want to rent, the landlord may have you fill out an application form and put down an “earnest money deposit”**

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Some landlords want an “earnest money deposit” so they will know you are serious about wanting to rent the apartment. The landlord must give you a receipt for any earnest money deposit. The state laws and regulations which landlords must follow in returning or keeping earnest money deposits and in charging “credit check fees” are at Wis. Admin. Code DATCP § 134.05. If a landlord does not follow these rules, you may be able to sue the landlord for double your money losses and reasonable attorney fees. Wis. Stat. §§ 100.20(5) and 814.045. Landlords must treat any application fee which is not a “credit check fee” as an “earnest money deposit.”

### Credit Check Fees

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In addition to requiring an earnest money deposit, when you fill out an application for an apartment, some landlords may charge you a fee to cover the cost of getting a credit report on you from a national credit reporting agency. The landlord can only charge you the actual cost for obtaining the credit report, but never more than \$25. Wis. Stat. § 704.085(1)(a). The landlord must tell you up front he will be requesting the credit report, and when he gets the report he must give you a copy of the report. Wis. Stat. § 704.085(1)(a) If you already have a copy of your credit report less than 30 days old, you may give a copy to the landlord and he cannot charge you any credit check fee. Wis. Stat. § 704.085(1)(b). In this situation, if the landlord wishes, he can get a more current credit report on you at his own expense. If you are not a resident of Wisconsin, the landlord can charge you up to \$25 to obtain a background check on you. Wis. Stat. Wis. Stat. § 704.085(2)

If your application for the apartment is approved, the landlord must either return to you your full earnest money deposit or apply the earnest money deposit toward either your rent or your security deposit for the apartment. Wis. Admin. Code DATCP § 134.05(2)(b). Otherwise, the landlord must return your full earnest money deposit within one (1) business day after any of the following things happen:

- The landlord rejects your application for the apartment; **or**
- It has been three (3) business days since you gave your application to the landlord and he still has not let you know if he plans to approve your application or reject it; **or**
- You withdraw your rental application before the landlord approves it and accepts you as a tenant. Wis. Admin. Code DATCP § 134.05(2)(a).

**If you refuse to enter into a rental agreement with the landlord after he approves your application and offers you the apartment, the landlord may keep part or all of your earnest money deposit to cover his actual costs and damages.** Wis. Admin. Code DATCP § 134.05(3)(b). The landlord may only deduct from your earnest money deposit the amount of his “actual costs and damages” your decision not to take the apartment caused. Such “costs and damages” might include the costs for re-advertising the apartment or for lost rent where the landlord tries but is not able to find another tenant to take the apartment.

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## 9 – Rental Agreements

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**Read any rental agreement carefully and know what you are agreeing to before you sign the agreement or pay any money**

**You will be held responsible for what you sign**

**Do not agree to a rental agreement requiring you to do something you cannot do**

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A rental agreement is a contract both you and your landlord are expected to live up to. If you sign a rental agreement but later are not able or willing to follow its terms, this would be a legal reason for the landlord to try to have a court evict you. Example: a landlord offers you a written rental agreement which says your rent is due on the first of each month and the rental agreement does not say anything about giving you a “grace period” for late payments. Yet you know you cannot pay rent on the first because your benefits check usually does not come in the mail until the third of the month. Before you sign the rental agreement, talk to the landlord about your need to have the due date for rent payments changed and have the change put in writing on the rental agreement.

**Wisconsin law requires the landlord to let a tenant read a copy of any written lease or rental agreement before the tenant pays money or signs anything.** Wis. Admin. Code DATCP § 134.03. Take advantage of this. It is very important for you to understand what rights and responsibilities you have in a rental agreement. Your landlord must give you a copy of any written lease or rental agreement and a copy of any “house rules.” Wis. Admin. Code DATCP § 134.03. It is very important to take the time to read everything very carefully before you sign.

**“NONSTANDARD RENTAL PROVISIONS”** are written rules a landlord may also want you to agree to when you enter into a lease or rental agreement. If you agree to them, it may give the landlord the right to keep your security deposit for reasons state laws do not ordinarily allow. “NONSTANDARD RENTAL PROVISIONS” may also give the landlord the right to inspect your apartment without telling you before he comes over, or the right to take your personal belongings and hold them because you are late with a rent payment. If your landlord asks you to sign or put your initials on a paper titled “NONSTANDARD RENTAL PROVISIONS,” read it over carefully and do not agree to anything you do not want.

Many landlords use form leases or rental agreements which are many pages with a lot of small print. It can be hard to get a landlord to change the terms of a form lease or rental agreement. Even so, you should talk to the landlord about any terms you do not want or do not understand. **Make sure any changes to the form lease or rental agreement are agreed to in writing and ask for a copy.**

If your landlord is responsible and honest, he should not mind putting everything he tells you and agrees to in writing. If he will not put his promises in writing, it often means the landlord does not mean to keep his promises. **Never sign a lease or rental agreement which has written terms or rules you know you cannot live up to. Even if your landlord told you something different when you agreed to rent the apartment, the landlord may later be able to demand you follow the written rules in the lease or rental agreement.** Ask about unclear words or duties which are in the papers the landlord wants you to sign. Do not sign papers with blanks to be filled in later.

While it is usually best to have a written rental agreement with your landlord, rental agreements and leases for less than one year are not required to be in writing. When you agree to rent an apartment but do not have the agreement or lease in writing, it is called an “oral” agreement. The problem with oral agreements is if you and your landlord later disagree about the rental terms which were agreed on; then you will not have anything in writing the landlord signed to prove you are right. With a written rental agreement, you can prove you are right because the written words in the agreement show exactly what you and your landlord agreed to when you first rented the apartment.

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### **Look for provisions about how you receive documents**

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It is now possible for a landlord to include provisions in your lease which allows the landlord to send you any of the following documents electronically and does not require your landlord to give a paper copy:

- A copy of the rental agreement and any document related to the rental agreement.
- Any documents related to your security deposit.
- Any promise the landlord makes before you sign the rental agreement to clean, repair, or improve the apartment.
- Any notice for the landlord to enter your apartment.

If you agree in your rental agreement to accept any of this paperwork electronically, then your landlord does not have to provide you with a paper copy. Wis. Stat. § 704.10. **These provisions of Wisconsin’s law are new and you should carefully read a rental agreement before you sign it to see whether these provisions are included.**

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### **Before you sign the rental agreement or give the landlord any money**

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- Know the length of the term (if any) and how to renew and terminate the agreement.
- Know what you are expected to do while you live there and what the landlord will take care of doing. For example, who will do the snow shoveling, lawn mowing, and repair of appliances? What jobs or repairs will you be expected to do yourself? Will you be expected to pay extra to have them done by the landlord?
- Know all “house rules”, for parking, trash pick-up, pets, noise, guests, and subletting.
- Make sure your lease or rental agreement says you have paid your security deposit and how much you have paid.

If you have an oral agreement, check with your landlord on the same things you would look for in a written lease or written agreement. **If the landlord makes any promises to make repairs, or adds any terms or rules, get them in writing.**

## **A landlord must tell you these things before you sign the rental agreement**

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- **Serious Code Violations.** If the apartment has code violations which present a significant threat to a prospective tenant's health or safety and the landlord has actual knowledge of the code violations, then the landlord must tell you about the code violations before the landlord accepts any money from you. Wis. Stat. § 704.07(2)(bm).
- **Utilities.** The landlord is required to tell you of any charges which will not be included in rent, such as water, heat or electricity. If you will be sharing one utility meter with other tenants, the landlord must tell you what part of the utility bill you will have to pay. Where two or more apartments share a utility on one meter, the law requires the landlord to put the "jointly metered" utility in the landlord's name and not in the name of a tenant. Wis. Admin. Code DATCP § 134.04(3), Wis. Stat. § 196.643(2).
- **Agents.** Unless your landlord lives in your apartment building and there are less than four apartments in the building, the landlord must tell you who you are supposed to pay rent to, who you should call for needed repairs, who the actual owner of the apartment building is and the person(s) the landlord has authorized to accept for him any notices or legal papers. Wis. Admin. Code DATCP § 134.04(1).

### **Rental agreements cannot have any of the following provisions**

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- Any provision which would allow the landlord to increase rent, decrease services, start an eviction action, refuse to renew a rental agreement, threaten to do any of the above if a tenant contacts an entity for law enforcement services, health services, or safety services. Wis. Stat. § 704.44(1m).
- Allow the landlord to lock you out or force you out of your apartment unless the landlord first files an eviction lawsuit against you in small claims court and wins a judgment for your eviction. Wis. Stat. § 704.44(2m).
- Provides for an acceleration of rent payments if the tenant breaches their lease or otherwise waives the landlord's duty to mitigate damages. Wis. Stat. § 704.44(3m).
- Requires you to pay the landlord's attorneys fees if your landlord ever does take you to court. Wis. Stat. § 704.44(4m).
- Allows the landlord to confess judgment against the tenant. Wis. Stat. § 704.44(5m).
- Allow the landlord to get out of her responsibility for property damage or personal injury caused by the landlord's own carelessness or fault. Wis. Stat. § 704.44(6).
- Hold a tenant responsible for personal injuries which occur in the apartment when they are clearly beyond the tenant's control. Wis. Stat. § 704.44(7)(a).
- Hold you responsible for property damage caused by natural disasters or other people who are not your guests. Wis. Stat. § 704.44(7)(b).
- Allow the landlord to get out of her duty to keep your apartment safe and fit to live in. Wis. Stat. § 704.44(8).
- Allows the landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property, if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined in s. 950.02 (4), of that crime. Wis. Stat. § 704.44(9).

If your rental agreement has any of these provisions, your rental agreement may be void and unenforceable. Wis. Stat. § 704.44. **If your lease or rental agreement has any of these prohibited provisions, you should talk to an attorney.**

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## Most rental agreements must have the following provision

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If your lease or rental agreement allows the landlord to terminate the tenancy of a tenant for a crime committed in relation to the rental property, then your lease must have this language:

### NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the 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 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 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 invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(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 in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(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.

**If your lease allows your landlord to terminate tenancy for a crime, but does not include this language, your lease may be void and unenforceable.** Wis. Stat. §§ 704.44(10), 704.44.

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## Check-In Sheet

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Your landlord is required to provide you with a check-in sheet when you move into your apartment. You then have seven days to make any notes on the check-in sheet which the landlord may have overlooked and return it to the landlord. Write down a list of everything you find wrong with the apartment when you moved in. Be sure to list even very small “damages,” like the number of nail holes in each wall, dents in the kitchen floor and chipped paint on the baseboards. After you have finished your list, sign and date it. Make a copy of your check-in list for yourself and then give the original list to your landlord. It is best to either have your landlord sign and date your copy to show he received the original or, if you cannot get your landlord to sign your copy, mail the list to her by certified mail. Wis. Stat. § 704.08.

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## If the Landlord Sells the Residence

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If your landlord sells the apartment or house you rent while you are still living there, your old agreement (whether oral or written) is still good, unless you want a new one. Wis. Stat. § 704.09. The new owner cannot charge a higher rent or force you to make a new agreement until your old one expires. The law is different with leases which are for more than one year, but most tenants usually do not have leases which run for more than a year at a time.

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## If the Property Goes Into Foreclosure

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If the property you live in is being foreclosed upon, this likely means your landlord has stopped making mortgage payments. The holder of the mortgage (usually a bank or a trust) will file a foreclosure action in court asking for the property back, or to be sold. Federal law requires if the court grants a judgment of foreclosure, you will have the right to receive at least ninety (90) days' notice after the property is sold to the new owner before being required to move. 12 U.S.C. § 5220. **You should speak with an attorney if the property you rent is in foreclosure.**

## 10 – Keep Copies of Everything for Your Records

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**Keep copies of your rental agreement,  
all notices and letters, and all receipts**

**If disagreements come up, you may need  
your records to prove you are right**

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You should get a folder or large envelope and keep in it all of your receipts; your copy of your lease or rental agreement; a copy of the “house rules” and a copy of any “NONSTANDARD RENTAL PROVISIONS;” and copies of all letters, inspection check lists, and notices you sent your landlord or that your landlord has sent you. If you ever need them, you will then have all of your receipts and papers to show everything that happened and all of the payments you made since the day you first agreed to rent the apartment. **If you ever have a disagreement with your landlord or if you ever have to go to court against your landlord, having copies of all your papers and receipts will be very important.**

### **Pay your rent by check or money order**

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If you pay your rent by check or money order, be sure to write on the check or money order what the payment is for. (Example: if you are paying rent for the month of January 2019 by check, write on the check “January 2019 rent paid in full”.) This is especially important if you and your landlord disagree over the amount you should pay, or if you have decided to pay something less than the full rent which was agreed on when you entered into your rental agreement. If you have a disagreement with your landlord over how much rent you are legally responsible to pay, you should send the landlord a letter along with your rent check explaining why you believe the amount on the check is all you owe. If the landlord then goes ahead and cashes your rent payment check on which you have written “rent paid in full”, then the landlord should not be able to later say you paid less than you owe.

Disagreements over the amount of rent owed often come up when the landlord has added on “late charges” or a tenant withholds part of a rent payment because the landlord has not done what was needed to keep the apartment fit to live in. Be sure to keep your canceled checks or check carbons so you can prove when you paid and how much you paid, what each payment was for, and that the landlord accepted the check or money order as “payment in full”.

If a landlord claims you missed a rent payment, a court might end up evicting you if you do not have a canceled check or written receipt to prove the rent was paid. If a landlord claims you damaged the apartment, and you do not have a copy of your move-in check list, you may be unable to prove the damage was already there when you first rented the apartment. **For your own protection, keep copies of everything.**

# 11 – Your Security Deposit: How To Protect it Before You Move Out

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**Most landlords want a security deposit**  
**The security deposit is *your* money**  
**There are steps you should take when you move in and**  
**before you move out to make sure you get it back**

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Landlords almost always ask for a “security deposit” before you move in. The security deposit is money the landlord holds as “insurance” against you if you damage the property or miss a rent payment. However, some landlords will try to keep your security deposit after you move even when you did not do any damage and you paid all your rent. If a landlord tries to keep your security deposit, there are rules she must follow. See Chapter 11.

## **Protect your security deposit from the start**

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Even if you think your landlord seems reasonable and honest, you may find out he is not as nice as you thought once you have moved out and it is time for her to give you back your security deposit. A few landlords even seem to think the security deposit is really their money, not yours. So it is very important you take certain steps to protect your right to the return of your full security deposit.

## **Things you should do when you move in to protect your security deposit**

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- **Check-in sheet.** Your landlord is required to provide you with a check-in sheet when you move into your apartment. You have seven days to make any notes on the check-in sheet which the landlord may have overlooked and return it to the landlord. Write down a list of everything you find wrong with the apartment when you moved in. Be sure to list even very small “damages”, like the number of nail holes in each wall, dents in the kitchen floor and chipped paint on the baseboards. After you have finished your list, sign and date it. Make a copy of your check-in list for yourself and then give the original list to your landlord. It is best to either have your landlord sign and date your copy to show he received the original or, if you cannot get your landlord to sign your copy, mail the list to her by certified mail. Wis. Stat. § 704.08.
- If you have a written lease or rental agreement, make sure it says you have already paid your deposit and how much you paid.
- Have the landlord give you a written receipt when you pay your deposit.
- Ask the landlord if any money was taken out of the last tenant’s security deposit. If you ask for it, the landlord must give you a complete list of any damages which were charged against the last tenant’s deposit. Wis. Admin. Code DATCP § 134.06(1)(b).
- If you can, use checks or money orders for any payments you make to your landlord. Ask your landlord to give you a written receipt for each rent payment and for any other money you pay her. Keep copies of everything, especially your receipts. See Chapter 8.
- Take photographs of the whole apartment and keep the photos for your records.

## **Things you should do before you move out to protect your security deposit**

- Clean the apartment and remove all of your belongings.
- Mail or deliver to your landlord a written notice telling him the date you will move out and giving him your new address. Keep a copy for your own records. If you send the notice to your landlord by mail, using certified mail is a good idea because you will then have proof from the Post Office of the date your landlord received your notice.
- Do a complete move-out inspection and make a move-out checklist for the apartment. Get out your copy of the inspection checklist you did when you first moved in and do another inspection, writing down everything which is damaged or wrong with the apartment. Ask your landlord to do the move-out inspection with you, and have the landlord sign and date your move-out inspection checklist. If the landlord cannot or will not do a move-out inspection with you, do the move-out inspection with a friend or neighbor present who will sign and date your checklist as a witness. Keep your move-out checklist for your records.
- Take photographs of the whole apartment and keep the photos for your records. If you do not have a camera which takes clear pictures indoors, try to borrow one. Friends, neighbors and people you work with also make very good witnesses who could testify for you in court if necessary.

If the landlord has told you she may withhold some of your security deposit, or if you have a feeling the landlord may say you did some damages as an excuse to keep your security deposit, be ready to prove the landlord is wrong. A complete move-in checklist and move-out checklist, photos of the apartment the way it was when you moved in and moved out, and witnesses who saw your apartment will give you a strong case against any landlord who tries to keep your security deposit for “damages” you did not cause. Your rental agreement may allow the landlord to send you any documentation regarding your security deposit electronically via an e-mail or text message. Wis. Stat. § 704.10(2).



# 12 – Your Security Deposit: Getting It Back After You Move

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**Wisconsin's laws on security deposits were changed significantly in 2012, 2014, 2015, and 2018. Speak with an attorney if you believe your landlord has wrongfully withheld your security deposit.**

## **When does the landlord have to return your security deposit?**

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When your landlord has to return your security deposit depends on when you move from your apartment. Your lease or rental agreement may be different than what the law requires and may contain different deadlines. If your lease or rental agreement has provisions which are different than the provisions discussed below, you should consult with an attorney to determine when your landlord is required to return your security deposit.

- **If you move out on the day your lease ends.** Your landlord has twenty-one (21) days after that date to return your security deposit. Wis. Stat. § 704.28(4)(a). If your landlord is withholding any portion of your security deposit they must also provide you with a written description of the reasons they are withholding the deposit. Wis. Admin. Code DATCP § 134.06(4).
- **If you move out or are evicted before your lease ends and your landlord does not re-rent your apartment before your lease ends.** Your landlord has twenty-one (21) days from the date your lease ends to return your security deposit. Wis. Stat. § 704.28(4)(b). If your landlord is withholding any portion of your security deposit they must also provide you with a written description of the reasons they are withholding the deposit. Wis. Admin. Code DATCP § 134.06(4).
- **If you move out or are evicted before your lease ends and your landlord does re-rent your apartment before your lease ends.** Your landlord has twenty-one (21) days from the date the new tenant's lease starts to return your security deposit. Wis. Stat. § 704.28(4)(b). If your landlord is withholding any portion of your security deposit they must also provide you with a written description of the reasons they are withholding the deposit. Wis. Admin. Code DATCP § 134.06(4).
- **If you move out or are evicted after your lease ends.** Your landlord has twenty-one (21) days from the date the landlord learns you have moved out to return your security deposit. Wis. Stat. § 704.28(4)(c). If your landlord is withholding any portion of your security deposit they must also provide you with a written description of the reasons they are withholding the deposit. Wis. Admin. Code DATCP § 134.06(4).
- **If you have a month-to-month lease or you have entered into an agreement to move out of your apartment,** you should speak with an attorney about your circumstances to determine when the landlord is required to return your security deposit, as the law is unclear regarding the deadlines.

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## What can the landlord deduct from your security deposit?

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The law says there are only certain reasons why your landlord can legally keep your security deposit:

- **Damages you or your guests caused to the apartment.** The damages must be something more serious than just ordinary “wear and tear”. The landlord cannot keep your security deposit to pay for damages caused by someone who was not your guest. Wis. Stat. §§ 704.28(1)(a) and 704.28(3).
- **Unpaid rent which you still owe the landlord under your lease or rental agreement.** If you were evicted, moved out without giving your landlord advance written notice, or if you moved out before your lease was up (that is, if you “break your lease”), then the landlord may be able to charge you for unpaid rent which comes due after you moved. However, the landlord can charge you for rent after you move only if it is rent you were still responsible for under the terms of your rental agreement and only if the landlord has tried to re-rent the apartment but was not able to find a new tenant to move in. Wis. Stat. § 704.28(1)(b)
- **Some kinds of utility bills left unpaid when you moved.** A landlord can only do this if the utility is government-owned (example: city-owned water and sewer utilities), or if the bill for the utility was in the landlord’s name and your rental agreement says the utility is not included in your rent and you are required to pay the landlord directly for the utility service. A landlord cannot legally keep your security deposit just because you have an unpaid utility bill in your own name. As long as the bill is in your name and is with a utility company not run by the city or government, the landlord cannot keep part of your security deposit just because you still owe something on the bill when you move out. Wis. Stat. §§ 704.28(1)(c) and 704.28(1)(d)
- **Unpaid mobile home parking fees** a city or county has assessed against the mobile home tenant, if the tenant does not pay the fees and if the city or county then holds the landlord responsible for payment of the fees. Wis. Stat. § 704.28(1)(e)
- **Other “nonstandard” reasons you agree to in writing when you first enter into your rental agreement.** The above reasons for keeping a security deposit are “standard” reasons the law allows. If you agree with the landlord there will be other reasons he may keep your security deposit when you move out, then the landlord must write down the other reasons on a separate paper titled “NONSTANDARD RENTAL PROVISIONS”. The landlord must point out and discuss with you each of the “nonstandard provisions.” The landlord must give you a copy of the “NONSTANDARD RENTAL PROVISIONS” before you sign a lease or agree to rent the apartment. The landlord may ask you to write your initials beside each of the nonstandard provisions. Once you have initialed them, the landlord can use that paper to show he discussed each of them with you and you have agreed to these “other reasons” the landlord may keep your security deposit. Do not agree to any “nonstandard provision” you do not understand or do not want. Wis. Stat. §§ 704.28(1)(f) and 704.28(2).

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## Returning the keys

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It is always a good idea to return the apartment keys to the landlord because it shows you have given up control of the apartment to the landlord and you are no longer living in or using the apartment. If you are unable to meet with the landlord to return the keys (example: the landlord will not come over to meet with you on the day you move out to do a move-out inspection), then you should tell the landlord *in writing* you will be leaving the keys on the kitchen counter and locking the apartment door behind you when you leave. If you give the landlord your new address when you move out, he must deliver or mail to you the security deposit or the written statement about your security deposit to your new address. If you did not give the landlord your new address when you moved, the landlord must deliver or mail your security deposit or the statement to your last known address, even if it is the address of the apartment you just moved out of. If you gave the post office a change of address card, the post office should forward to your new address any mail sent to you at your old address. Be sure to check with the post office to determine how long they will forward your mail.

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## Before you move out

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At least three or four days before you move, you should send your landlord a letter telling him the date of your final move-out, inviting him to come over on that date to walk through the apartment with you and do a final move-out inspection, and telling him you want to return the apartment keys at that time. To be able to prove the date your landlord first learned the date you moved out, you can send the landlord a letter by certified mail, telling him the date of your move out. The post office will later give you a receipt showing the date your letter was delivered to the landlord. Be sure to keep both the certified mail receipt and a copy of your letter to the landlord.

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## What happens if my landlord does not follow the law?

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If a landlord does not follow the rules on the return of security deposits, you may be able to sue your landlord for double the amount of your security deposit or double the amount of the security deposit which has been wrongfully withheld. **The laws on security deposits changed in 2012, 2014, 2015, and 2018, so you should seek advice from an attorney.**

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## Rent Absconding: Moving out when you are behind on rent

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If your landlord claims you are behind in rent, or if for some reason you cannot make your rent payments, and you decide to move out, **leave a forwarding address**. If you are behind in your rent and you “skip out” on your landlord, within five (5) days after you move you should send her a letter by certified mail stating your new address. There may be criminal penalties for “rent absconding” (taking off and leaving rent owing), but not if you can show you sent your new address to the landlord within five days. Wis. Stat. § 943.215. The possible criminal penalties for rent absconding would also not apply when a tenant can show her security deposit was enough to cover all unpaid rent and damages which were left owing when she moved out. **To avoid any risk, if you move out with rent owing it just makes sense to send your landlord your new address by certified mail no later than five (5) days after you move.**

# 13 – Landlord Entry, Your Personal Possessions, and Noisy Neighbors

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**Your landlord must respect your right to privacy**

**Your apartment is your home**

**You have the right to peace and quiet in your home**

**A landlord can never take your things unless you move out or are evicted and leave your things behind**

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## Landlord Entry

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A landlord does not have the right to enter your apartment at any time. Your landlord must respect your privacy. There are rules landlords must follow before they can come into your apartment. The landlord must give you at least twelve (12) hours advance notice before she enters your apartment. **Your rental agreement may allow your landlord to provide this notice electronically via an e-mail or text message.** Wis. Stat. § 704.10(4). Unless you agreed to other reasons the landlord may enter your apartment and you agreed to those reasons in writing as “NONSTANDARD RENTAL PROVISIONS” at the time you signed your lease or rental agreement, the landlord can enter your apartment only for health/building inspections, for needed repairs, or to show the apartment to new tenants. Only if there is an emergency in the apartment can the landlord come in without giving you twelve (12) hours advance notice. Wis. Admin. Code DATCP § 134.09(2). If there is not an emergency, if the landlord has not given you at least twelve (12) hours advance notice, and if you did not agree to a “NONSTANDARD RENTAL PROVISION” which allows the landlord to come on less than 12 hours advance notice, then the landlord can only come in your apartment if you agree to let him come in. A landlord should never come into your apartment without first knocking or calling out he is coming in.

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## Personal Property

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A landlord cannot legally take your personal possessions just because she owns the building or because you are behind in rent. A landlord cannot lock you out of your home for not paying rent. See Chapter 15. **If a landlord locks you out or takes your property, you should immediately seek the advice of an attorney. If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

When you move out you should not leave any personal property behind. If you do, the landlord could sell your things and then you may never get them back. Even if you are evicted and you do not yet have a new place to move into, you should act quickly to get all your possessions out of the apartment. If you do not have a new place yet, you should move your things out and store them yourself. A friend's garage or basement might be a place you could store your things for a little while until you can move into a new place. Self-service storage lockers can be rented by the month. As long as you get your possessions out of the apartment then the landlord will have no way and no legal right to take your things.

### **There are two ways a landlord may legally take your personal belongings**

- The first is where you agreed to a “NONSTANDARD RENTAL PROVISION” at the time you first signed your lease, and that “NONSTANDARD RENTAL PROVISION” includes a “lien agreement” between you and the landlord which gives the landlord permission to take and hold your personal property until you have paid up on late rent you owe or the costs of repairing damages you caused to the apartment. Wis. Admin. Code DATCP § 134.09(4)(b).
- The only other time a landlord can legally take your possessions is if you move out of the apartment or are evicted and leave your things behind. Unless your lease says otherwise, if your landlord has provided you with notice they will not store your property, your landlord can do whatever they want with any personal property you leave behind. If you leave your things behind and the landlord has provided you with the proper notice, your landlord can sell your personal property, keep your personal property, or simply throw your personal property away. Wis. Stat. § 704.05(5).

### **Noisy Neighbors**

You have a right to quiet enjoyment of your apartment. If the landlord's other tenants are too noisy, you should talk to the other tenants about it. If this does not work, you should then talk to the landlord. If none of this works, you should write a letter to your landlord, explaining how bad the noise problem is, telling him everything you have done to try to solve the noise problem and explaining to the landlord that if he does not take steps right away to stop the on-going noise problem you will be forced to move out.

Your landlord must protect your “right to quiet enjoyment.” If the landlord refuses to take steps to stop the noise problem, you may be able to move out without owing further rent under your lease or rental agreement. Before deciding whether to move out, a few days after you send the landlord your letter telling him of the problem you should get back to the landlord to find out what steps he will take to stop the noise. If the landlord will not or cannot solve the noise problem, your only alternative may be to move. **Before you move, talk to an attorney.**

If you have a month-to-month rental agreement and you want to move, you can always do so by simply giving your landlord a written 28-day advance notice. See Chapter 16. If you have a lease, moving out before the lease is up could be more complicated. **Before deciding to break your lease and move out, it is very important to get legal advice from an attorney based on the particular facts of your situation.**

## **14 – Unsafe Conditions in the Apartment & Repairs**

**The general rule is if repairs are needed, your landlord should do it**

**The landlord has to give you an apartment which is safe and fit to live in**

### **Getting your landlord to make repairs**

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If there are things in your apartment which need to be repaired or you think may be unsafe, talk to your landlord about it. Unless you caused the problem, or unless it is the kind of problem which does not violate a local housing code and will not cost very much to repair, then the landlord must fix it and pay for the repair costs.

Talk to your landlord, and hopefully they will do what is needed to fix the problem right away. You should also write your landlord a written request for the repairs to be made. If you have already talked to your landlord but they are not taking steps to fix the problem, you may want to call your City Housing Inspector. Making a complaint to local housing inspection officials is the best step to take if your landlord will not fix a problem which makes your apartment unhealthy or unsafe. If you do not have a city housing inspector where you live, you should call the County “Health Nurse” or the County Zoning Department for an inspection of your apartment.

Building and housing codes are laws with hundreds of rules landlords must follow to give their tenant’s safe and decent housing. It is against the law for a landlord to try to raise your rent or make you move because you complained to local officials about needed repairs or because you asked the housing inspector to inspect your apartment. Wis. Stat. § 704.45.

When you call a housing inspector, explain the problems you are having and set up a time for the inspector to come and look at your apartment. When the inspector comes, point out the problems you know of. For example, if the toilet leaks when flushed, when the inspector comes over flush it so she can see the problem. If you have cockroaches which only come out at night, put out a roach trap and then show the roaches to the inspector when she is there. Ask the inspector to do a complete inspection of your apartment and of the “common areas” you share with other tenants (building stairs and hallways, basements, and porches all tenants use, are examples of “common areas”).

After the inspection is done, the inspector should later write up a report on your apartment. If there are housing code violations, the inspector should send your landlord written orders to repair the problems. Get a copy of the inspector’s report and orders and keep them for your records. If your landlord does not follow the inspector’s orders and make the repairs, the inspector’s office can take your landlord to court and he may have to pay a fine (or even be put in jail in some situations). Stay in touch with the inspector to make sure your landlord is making all necessary repairs and following the inspector’s orders.

**Wisconsin law does not give a tenant the right to make repairs on her own and then deduct the repair cost from the rent payment, unless the landlord has first agreed to let the tenant do this. Get any agreement you make with your landlord in writing, signed and dated, and keep a copy for your records.**

You have the right to a decent, safe apartment from the time you first agree to rent the apartment until the day your lease or rental agreement ends. The landlord must give you an apartment which is fit for you and your family to live in. The landlord must make any repairs needed to keep your apartment safe and fit to live in for as long as you rent it. An apartment which is “unfit” to live in is sometimes called “uninhabitable” or “untenantable.”

If the landlord does not keep your apartment in a condition which is safe and fit to live in, the landlord has broken the terms of your lease or rental agreement. If the landlord does not quickly repair the serious problems with the apartment, or if they are the kind of serious problems which cannot be repaired quickly, then you have the legal right to move out and not pay any more rent from the day you leave. Wis. Stat. § 704.07(4).

When is an apartment “unfit to live in”? The answer will depend on the facts of your case. **Before deciding on your own to go ahead and move out, it is usually best to talk to an attorney for advice. If there are serious problems with your apartment you believe no one should have to put up with, you should contact an attorney.**

If fire, flood or natural disaster seriously has damaged your apartment, it is probably not fit to live in and you can legally move out and not have to pay any more rent. Even if the landlord quickly starts rebuilding or making repairs, it would most likely be too hard for you to keep living there while the rebuilding and repairs are going on.

If the apartment has been posted or “red-tagged” by the Fire Department or Housing Inspector, you should move out as soon as possible. You will know if this has happened because the inspector will put a sign on the door to the apartment. The sign will say the property has been “condemned” or that it is “unfit for human occupancy.” Call the inspector’s office for more information if you find one of these signs on your apartment door. Get a copy of any reports or orders the inspector has for the apartment. **You should also talk to an attorney for advice.**

If you have lost running water, electricity or heat to the apartment because of something the landlord did or did not do, you should call and also write the landlord at once to tell her of the problem. If the landlord does not quickly get the utility service working again, you can move on out and not have to pay anymore rent. **It is best to talk to an attorney for advice before you go ahead and move.** See Chapter 15 of this book on “Utility Shut Offs” if you think your landlord may have turned off your utilities to make you leave.

Whether or not you should wait to move out and give your landlord a chance to repair the problem can depend on how bad the problem is. If there is something wrong with your apartment which is dangerous to your health or safety, it is probably best you pack your things and go ahead and move out. You do not have to give your landlord time to fix the problem before you move if staying in the apartment would be a danger to your health or safety. Reasons you should move out as soon as you can might include things like unsafe carbon monoxide levels in the apartment or dangerous structural problems with the apartment which could cause serious injury (Example: the ceiling is sagging and ready to fall in because of water damage). Call the local housing inspector if you think there is such a problem with your apartment. Write the landlord a letter when you move out to tell her the reason you had to leave the apartment. Keep copies for your records so you can later prove the reason you left and why you could not stay in the apartment any longer.

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### **Withholding part of your rent**

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If your apartment is unfit to live in but you cannot move or do not want to move out, the law gives you the right to hold back a part, but not all, of your rent payments until the problems are fixed. While the law says you can pay less than your full rent if you are staying in an unfit apartment, how much rent you should withhold until the problem is repaired is something you should first discuss with an attorney before you decide. You are only able to withhold part of your rent if problems with the apartment are so severe that they affect your health or safety or substantially impacts the use and occupancy of the apartment. Wis Stat. §§ 704.07 (4) and (5). The landlord must be given notice of the repairs needed and of your intent to withhold partial rent if repairs are not completed. You should give your landlord a notice in writing of the repairs you would like them to make. You should also give your landlord a notice in writing of the reasons why you are withholding a portion of your rent. **Do not stop or delay making full rent payments unless you first talk with an attorney for legal advice.**

Not paying some or all of your rent may make sense in some situations, but holding back some or all of your rent payments to force the landlord to make repairs just does not work in many cases. **There is always the risk of eviction if you do not pay the full rent on time. Before you reduce your rent payment, talk to an attorney for legal advice.**



## 15 – Termination Notices and Eviction

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**You can only be evicted if you lose an eviction lawsuit in small claims court**

**Before the landlord can start an eviction lawsuit, the landlord must first give you a written notice “terminating your tenancy” and give you time to move**

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When your landlord wants you to move out, he must follow certain rules. First, the landlord must give you a letter or a written notice telling you to move out by a certain date. If you do not move, then the landlord must start an eviction lawsuit against you in Small Claims Court. Before you can be “evicted” (before you can be forced to move out), you first have to be served with a Small Claims Summons and Complaint and given a chance to come to court and dispute the eviction. It is illegal for a landlord to lock you out or force you out of your apartment. Wis. Admin. Code DATCP § 134.09(7). It is against the law for a landlord to try to evict you for an unlawful reason such as your reporting a code violation, complaining to the police, or because you joined a tenants’ union. Wis. Admin. Code DATCP § 134.09(6)

There are laws which say what kind of letter or notice a landlord has to give you before he can start an eviction lawsuit. The type of notice your landlord must give you before he starts an eviction lawsuit will depend on both the type of rental agreement you have and on why your landlord wants you to leave. The landlord’s letter or notice is called a “Notice Terminating Tenancy.” These are the types of notice your landlord may be able to legally give you, depending on the type of rental agreement you have and the reason your landlord wants to evict you.

- **You rent month-to-month and your landlord wants you to leave.**

Your tenancy is terminated if the landlord gives you a notice at least 28 days in advance telling you to move out before the first day of your next rent-paying month.

- **You have a month-to-month rental agreement and you are behind in rent.**

Your tenancy is terminated if the landlord gives you a “pay or quit notice” telling you have at least five (5) days to either pay the rent or move on out, and you do not pay the back rent within the five days. If the landlord does not want to give you a chance to pay the rent, he can instead give you a “14 day notice”, telling you to move out in 14 days. Wis. Stat. § 704.17(1)(a). A recent change in Wisconsin’s law allows a landlord to provide a termination notice which allows a landlord to include any late fees in the amount of rent. Wis. Stat. § 704.17(1g). Another recent change in Wisconsin’s law allows the landlord to include the incorrect amount of rent in the termination notice. Wis. Stat. § 704.17(4m). If you believe you owe any amount of rent, you must try and pay at least the amount you agree you owe to your landlord, even if the notice says you owe more. An incorrect termination notice will not provide you with a defense to an eviction action unless you pay the amount you believe you owe, or you can demonstrate the landlord intentionally told you the wrong amount. Wis. Stat. § 704.17(4m).

**!You rent month-to-month and you have broken a rule of the rental agreement which is not about rent.**

The landlord can choose to give you either a 5-day notice or a 14-day notice. Your tenancy is terminated if the landlord gives you a 5-day “quit or correct” notice (telling you to either start following the lease rule or move out) and you do not correct the rule the landlord alleges you broke. If you do correct the lease violation, but within one year of the 5-day notice break the same lease term, your landlord can give you a 14-day notice which does not give you a right to correct the problem. If, however, the landlord does not want to give you a chance to fix the problem, he can instead give you a “14 day notice,” telling you to move out in 14 days. Wis. Stat. § 704.17(1)(b).

• **You have a lease for one year or less and you are behind in your rent payment or you have broken some important term of your rental agreement.**

If it is the first time this has happened within the last year you have lived in the apartment, the landlord must give you a 5-day “pay or quit” notice or a 5-day “quit or correct” notice (telling you to either start following the lease rule or move out). If it is the second time you have not paid your rent on time or the second time you broke some other lease rule within the last twelve (12) months, then the landlord can give you a 14-day notice terminating your tenancy. A landlord can give you a 14-day notice because of a late payment of rent only if you were late with your rent once before in the last twelve (12) months, and only if the landlord gave you a 5-day “pay or quit” notice the first time you were late with your rent payment. A landlord cannot give you a 14-day notice for late rent where the 5-day notice he gave you sometime before in the last twelve months was because you broke some other type of lease rule. Wis. Stat. § 704.17(2)(a) & (b). A recent change in Wisconsin’s law allows a landlord to provide a termination notice which allows a landlord to include any late fees in the amount of rent. Wis. Stat. § 704.17(1g). Another recent change in Wisconsin’s law allows the landlord to include the incorrect amount of rent. Wis. Stat. § 704.17(4m). If you believe you owe any amount of rent, you must try and pay at least the amount you agree you owe to your landlord, even if the notice says you owe more. An incorrect termination notice will not provide you with a defense to an eviction action unless you pay the amount you believe you owe, or you can demonstrate the landlord intentionally told you the wrong amount. Wis. Stat. § 704.17(4m).

• **You have a written lease for a period of more than one year and you have missed a rent payment, damaged the premises or broken some other term of the rental agreement.**

Unless your written rental agreement says something different, then the landlord must give you a 30-day notice which gives you thirty (30) days to either pay the back rent or correct the other lease violations, or else move out. Wis. Stat. § 704.17(3)(a) & (b). Recent changes in Wisconsin’s laws allow a landlord to provide a termination notice which allows a landlord to include any late fees in the amount of rent and also allows the landlord to include the incorrect amount of rent. Wis. Stat. §§ 704.17(1g) and 704.17(4m). If you believe you owe any amount of rent, you must try and pay at least the amount you agree you owe to your landlord, even if the notice says you owe more. An incorrect termination notice will not provide you with a defense to an eviction action unless you pay the amount you believe you owe, or you can demonstrate the landlord intentionally told you the wrong amount. Wis. Stat. § 704.17(4m).

- **You have a rental agreement or a lease for any length of time and your landlord gets a written notice from a law enforcement agency stating your apartment is being used as a “drug house” (a place for making, selling or delivering illegal drugs) or as a meeting place for “criminal gangs.”**

The landlord may give you a 5-day “quit” notice which terminates your tenancy in five (5) days without providing time to fix the problem. The landlord’s 5-day “quit” notice must tell you why the landlord is giving you the notice and that you have the right to contest the eviction at a hearing in Small Claims Court. At the Small Claims trial, before you can be evicted, the landlord must prove in court the truth of what the police are saying about a “drug house” or “criminal gangs” in your apartment. Wis. Stat. §§ 704.17(1)(c), 704(2)(c) & 704.17(3)(b).

- **You have a rental agreement or a lease for any length of time and your landlord believes you pose a serious threat to another tenant in your apartment or apartment complex and you have an injunction against you from another tenant or child of a tenant, or there is any court order in a criminal case prohibiting you from having contact with another tenant.**

The landlord may give you a 5-day “quit” notice which terminates your tenancy in five (5) days without any chance to stop the activity. The landlord’s 5-day “quit” notice must tell you why the landlord is giving you the notice and that you have the right to contest the eviction at a hearing in Small Claims Court. At the Small Claims trial, before you can be evicted, the landlord must prove by the greater preponderance of the evidence the allegations the landlord has made. Wis. Stat. § 704.16(3).

- **You have a rental agreement or a lease for any length of time and your landlord believes you, a member of your household, or your guest or other invitee engaged in: 1) any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the premises by other tenants; 2) engaged in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises; 3) engaged in any criminal activity that threatens the health or safety of the landlord or an agent or employee of the landlord; 4) engaged in any drug-related criminal activity on or near the premises.**

The landlord may give you a 5-day “quit” notice which terminates your tenancy in five (5) days without providing time to fix the problem. The landlord’s 5-day “quit” notice must tell you why the landlord is giving you the notice; include a description of the criminal activity or drug-related criminal activity, the date on which the activity took place, and the identity or description of the individuals engaging in the activity; tell you that you may seek the assistance of legal counsel, a volunteer legal clinic, or a tenant resource center; and state that you have the right to contest the allegations in the notice before a court commissioner or judge if an eviction action is filed. At the Small Claims eviction hearing, before you can be evicted, the landlord must prove the criminal activity in court. Wis. Stat. §§ 704.17(3m). **These provisions regarding criminal activity were added to the law in 2016. It is very important to talk with an attorney for legal advice about the notice as soon as possible. If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

## Serving the Notice Terminating Tenancy

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The landlord must give you the “notice terminating tenancy” in one of the following ways:

- Give the notice to you personally, or give it to a competent family member at least 14 years of age and tell the family member what the notice says.
- Give a copy to a competent adult person in charge of the premises of your apartment and send a copy to your last known address.
- If the landlord has tried to “serve” the notice under (1) or (2) but he cannot find you or another competent adult in your home to give the notice to, then the landlord can tape or tack the notice on your house or apartment; if the landlord does this, she must also mail a copy to your last known address.
- Mail a copy of the notice to you by registered or certified mail to your last known address. If you do not pick up your mail, it is not a defense to an eviction action to claim you did not receive the notice.
- Have the Sheriff’s Department or a private process server give you the notice, in the same way that court papers are served. Wis. Stat. § 704.21(1).

If you will be late with your rent or if some other problem has come up, you should talk to your landlord about it before she sends you a notice. You should act immediately if you get an eviction notice. The first thing you should do is contact your landlord to try and work out the problem. If you have not paid or cannot pay your rent on time, you should talk to your landlord and explain you will be late and why. If you are waiting for a welfare, social security, or other government check, try to have your caseworker call your landlord. If the landlord knows you are doing everything you can to get the rent money together, the landlord is more likely to give you some extra time and hold off on sending you a notice. It is still up to your landlord whether to let you pay late. If you are eligible for emergency assistance, you should apply for the assistance as soon as possible.

If the landlord agrees to accept your late rent payment after he has given you a 14-day notice or after five days have passed since he gave you a 5-day “pay or quit” notice, then before you give the landlord any money ask him to sign an agreement saying he has agreed to cancel the notice he gave you and to let you keep renting the apartment. This is very important because a landlord can still evict you when you paid your rent but did not pay your rent on time. **Even if you pay your full rent after the termination notice expires, the landlord can still sue you for eviction. Wis. Stat. § 799.40(1m).**

If the landlord has given you the proper notice and you do not move out, then and only then can the landlord sue you in Small Claims Court to have you evicted. In addition to suing to have you evicted, the landlord can also sue you for back rent you owe and for **double the daily rent after the date the notice told you to be out by.** Wis. Stat. § 704.27. **It is important to act immediately if you get such a notice. Talk to an attorney for legal advice. If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

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## **If the Property Goes Into Foreclosure**

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If the property you live in is being foreclosed upon, this likely means your landlord has stopped making mortgage payments. The holder of the mortgage (usually a bank or a trust) will file a foreclosure action in court asking for the property back, or to be sold. Federal law requires if the court grants a judgment of foreclosure, you will have the right to receive at least ninety (90) days' notice after the property is sold to the new owner before being required to move. 12 U.S.C. § 5220. **You should speak with an attorney if the property you rent is in foreclosure.**

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## **What happens if my landlord goes ahead with an eviction lawsuit?**

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If your landlord attempts to have you evicted in court, you will be served with a small claims court Summons and Complaint. This court paper is usually all on one page. The Summons will tell you when, where and how you can appear at court to fight the eviction. The Complaint should give a clear statement of the landlord's reasons for wanting you evicted. **If you have not already talked to an attorney, you should do so right away after you get the Summons and Complaint.**

**If the landlord agrees to drop ("dismiss") the eviction if you pay the rent, get it in writing and signed by the landlord before you pay. Unless you have a written agreement signed by the landlord which you can show the judge in your eviction case, you could still end up being evicted.**

A written agreement to dismiss the eviction will protect you from a dishonest landlord who tells you he will drop the eviction but later pretends he made no agreement to drop the eviction. Some landlords will make promises as a way to get you to pay them money, but then go ahead and try to have you evicted after you have paid. **If a landlord will not agree in writing to dismiss his eviction action, do not pay the landlord anything.**

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## **What if I lose in court and get "evicted"?**

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If you have not moved out and if you lose the eviction lawsuit in court, an "eviction judgment" will then be entered against you by the court and the judge will sign a "Writ of Restitution" which goes to the sheriff's department. If you do not move out within a few days after the eviction judgment has been entered by the court, the sheriff will come over to your apartment to "execute the writ." If you are still in the apartment, the sheriff's officers will order you to leave immediately. If you refuse to leave or if you try to stop the sheriff's officers from moving your stuff, you can be arrested and taken to jail. If you are evicted, your landlord may request your personal property may be stored. Your landlord may also decide to remove or store your personal property. Your landlord may also decide to simply dispose of your personal property. Wis. Stat. § 799.45.

If you have already gone to court on your own and lost, it is still a good idea to talk to an attorney right away for legal advice. Where a landlord has not followed the law, it is sometimes possible to get eviction judgments re-opened. The procedures and time frames for "executing the writ" are not the same in every county. **If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

## **16 – Lock-outs, Open-ups, and Shut-offs**

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**Your landlord cannot “take the law into his own hands”  
when he wants you to move out and “self-help evict”  
you from your apartment**

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Some landlords do not want to wait to evict a tenant by going to small claims court. Instead, they use “self-help” eviction to force the tenant to leave the apartment. Three favorite “self-help” methods some landlords use are the “lock-out”, the “open-up”, and “utility shut-offs.” Wis. Admin. Code DATCP § 134.09(7)

A “lock-out” happens when the landlord changes all the outside locks when no one is home, so you cannot get back into your apartment.

An “open-up” is the opposite of the lock-out. The landlord comes in and removes the apartment’s doors, locks, or windows. Because the tenant’s belongings are at risk of theft, and because the tenant’s apartment cannot be heated, the tenant has no choice except to move out.

In a “utility shut-off” the landlord shuts off all electricity, water, or heat to the apartment, as a way to force the tenant to move out.

**All of these “self-help evictions” are illegal in Wisconsin.** Wis. Admin. Code § 134.09(7). If your landlord does any of these things or tells you he will if you do not get out, call an attorney. If your landlord does try to “self-help evict” you from your apartment, you may be able to file a civil suit against your landlord. You may be able to win the double the costs and expenses you had because of your landlord’s illegal action, plus an award of reasonable attorney’s fees to pay your attorney for all the time he spent on your case. Wis. Stat. §§ 100.20(5) and 814.045. Keep track of all your expenses when you have been forced out (food or clothes you had to buy while you were locked out, restaurant bills, motel bills, etc.), and keep notes of what is said between you and your landlord and of the dates and times of everything that happens.

Your local police or sheriff’s department may also be helpful in getting the landlord to stop trying to force you out of your apartment without first going to small claims court. But sometimes the police will say these are “civil matters” which they cannot or will not help with. **Even if the police help you get back in your apartment, you should still call an attorney for advice. If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

## 17 – The Notices You Should Give When You Decide To Move

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### **You should give your landlord proper notice if you decide to end your rental agreement**

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If you decide to end your tenancy, you should give your landlord a written notice ahead of time. This is important so your landlord will not be able to charge you for rent *after* the month you move out. It is also very important as a way to protect your right to the return of your security deposit. See Chapters 10 and 11.

### **Giving the landlord your notice**

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Keep a copy of any notice you give to the landlord. You can give notice to your landlord in one of the following ways:

- Hand a copy in person to the landlord, manager, or collector of rent, or leave a copy with a member of the landlord’s family at least 14 years of age, telling the family member what the notice says.
- Hand a copy in person to an adult person in charge of the regular business place of the landlord or collector of rents.
- Mail a copy by certified or registered mail to the last known address of the landlord, manager, or collector of rents.
- Have the notice served on your landlord like you would with court papers. This is done by the sheriff’s office or by a private process server. Wis. Stat. § 704.21(2).

### **What if a landlord agrees I can move before my rental agreement is over?**

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There are different notices you need to use to legally end your rental agreement, depending on the type of rental agreement you have and on the reason you want to move out. But if you and your landlord agree in writing to end your rental agreement or lease, no additional notice is needed: your rental agreement is legally ended on the date your written agreement with the landlord says it ends. These types of agreements are sometimes called “Mutual Rescission” agreements, and means you and your landlord are both agreeing to cancel the rental agreement or lease. If you do not have a written “recision” agreement signed by your landlord, letting you out of your rental agreement, then before you move out you should give your landlord written notice that you plan to do so. **If you are not sure that you have the legal right to go ahead and move out, talk to an attorney for advice.**

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## What should my notice to the landlord say?

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The kind of notice you will need to give your landlord will depend on the kind of rental agreement you have and your reason for leaving. These different kinds of notices are outlined below. Remember: your notice to the landlord must *always* be in writing to be legal. Your “notice” does not have to be complicated, and can be a regular letter addressed to your landlord. Some sample letters for terminating a tenancy are provided at the back of this book. To be legal, your notice should say clearly what you mean. A legal termination notice might simply say:

“Dear (landlord): As allowed under state law and the terms of our rental agreement, I am ending my tenancy and I will be moving out of and surrendering to you the apartment at (address of the old apartment) at (time) on (date).

Sincerely, (your name)”

The kind of notice you must give the landlord - and how far ahead of time you must give it to the landlord - will most often depend on the kind of rental agreement or lease you have. In some situations, such as where you need to move because the apartment has been destroyed or is no longer fit to live in, the kind of notice you need to give your landlord can depend on how bad the problem is that has caused you to move and whether the landlord is taking steps to quickly repair the problem.

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### You have a week-to-week rental agreement and you want to move

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Written notice at least 7 days before the end of the rent-paying week. Example: if your weekly rent is due on Monday, you must give your 7-day notice by the Monday before you want to move, or else you might be responsible for the next week’s rent.

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### You have a month-to-month rental agreement and you want to move

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Written notice at least 28 days *before* the last day of your rent-paying month. Example: You rent on a monthly basis and pay rent on the 1<sup>st</sup> of each month, and you want to move out on June 30<sup>th</sup>. You need to give the landlord your written notice by no later than June 2<sup>nd</sup>, which is 28 days before the end of the last rent-paying month you want to stay there.

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### You need to move because your apartment is damaged or is unfit to live in

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See Chapter 13 of this book on “Repairs, Unsafe and Unfit Conditions”, and talk to an attorney for advice.

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### You have a written lease

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Read the Lease. No notice is legally required to be given the landlord if you move out on the last day of the lease term, however, most written lease require some notice to the landlord before you move out. Most form leases will have an “automatic renewal clause” which requires the tenant to give as much as sixty or more days advance written notice if the tenant decides to move out at the end of the lease. **If after reading your lease you are not sure what to do, talk to an attorney for advice.**



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## **You or your children face serious physical harm from another person**

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If you face serious physical harm from another person, you may be able to terminate your rental agreement early. In order for you to be able to terminate your rental agreement early in this situation these two factors must apply: you or your child faces an imminent threat of serious physical harm from another person if you continue to reside in your apartment; **AND** you can provide your landlord with a certified copy of one of the following things:

- You have a domestic abuse injunction against the person who poses serious physical harm; or
- You have a child abuse injunction protecting your child from the person who poses serious physical harm; or
- You have a harassment injunction based on a sexual assault or stalking allegation against the person who poses serious physical harm; or
- The person who poses serious physical harm has a bail condition ordering them not to contact you; or
- A criminal complaint alleging the person who poses serious physical harm has sexually assaulted you or your child; or
- A criminal complaint alleging the person who poses serious physical harm has stalked you or your child; or
- A criminal complaint alleging the person who poses serious physical harm has been arrested for committing domestic abuse.

If this situation applies to you, you need to provide your landlord with a written notice and a certified copy of one of the above documents. If you have provided this notice properly, you should only be liable for rent for the month you give your landlord the notice and for the following month's rent. Wis. Stat. § 704.16. If your landlord refuses to comply with this provision, there may be additional remedies available to you under Wisconsin's housing discrimination laws, as it is now illegal for a landlord to discriminate against a tenant because the tenant is a victim of domestic abuse, sexual assault, or stalking. Wis. Stat. § 106.50. **These provisions allowing for a tenant facing serious physical harm to break their lease are relatively new provisions of the law and you should speak with an attorney for advice about giving your landlord notice in these circumstances. If you cannot afford an attorney, call Legal Action of Wisconsin, Inc., at (855) 947-2529 for possible assistance.**

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## **Subletting**

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A sublease ("subletting") is a written agreement between you and another person for that person to live in your apartment and pay the rent under your lease.

Under a sublease, you are still responsible to the landlord. If the other person does not pay the rent under your lease while they are living in your apartment, you might have to. The only way to avoid this problem is to get the landlord to agree to a new lease for the new tenant and to let you out of your old lease. If the landlord does this, get your security deposit back.

Most of the time you will need the landlord's permission in writing before you sublet your apartment. If you want to sublet your apartment, speak to your landlord first. You may want to contact an attorney for advice.

## 18 – Small Claims Court

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**In some cases, you can represent yourself in small claims court in disputes with your landlord, but it is still best to get legal advice before you go to court on your own**

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Most, but not all, lawsuits between landlords and tenants are in Small Claims Court. Eviction actions and most lawsuits for \$10,000 or less are all handled in Small Claims Court.

Small Claims Court is more informal than many other court cases. While it is always best to have an attorney, you do not have to be represented by an attorney in Small Claims Court. You can start a small claims action and present your case on your own to the judge or court commissioner who then reaches a decision. **Even if you are not represented by an attorney, it is always best to talk to an attorney for legal advice before you start a small claims lawsuit or go to court on your own. The Wisconsin Court System has its own guide to Small Claims Court available at this link:**

<https://www.wicourts.gov/publications/guides/smallclaimsguide.htm>

### The Steps to Take

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Go to the Clerk of Courts in the Courthouse for the county where the landlord lives or where the property is located. The clerk can give you information about the rules and procedures for Small Claims Court. The Clerk will give you a form to state your complaint and set the date for the first court appearance. The first court appearance is called the “return date.” You will pay a filing fee and service fee to the clerk when you file your complaint. These fees can be waived if you are unable to afford them or if you receive SSI, Medical Assistance, Food Share, or other public benefits. A summons with a copy of the complaint will be sent by the clerk to the landlord, telling the landlord to appear in court on the “return date”. Appear in court on the return date. If either party misses this first court date, the judge or court commissioner may dismiss the case or enter a judgment against the person who did not show up.

### Preparing Your Case

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Get all papers together: the lease, receipts, canceled checks, move-in and move-out checklists, lists, any eviction or termination notices, and any letters sent between you and your landlord. If a housing code official inspected your apartment bring a copy of the inspector’s report. Have at least two extra copies of each document with you when you go to court. (You will need to give one copy to the judge or court commissioner and one copy to the landlord or his attorney there in court.)

Talk to your witnesses to make sure they are willing to come to court and to make sure what they will say in court will help you prove your case. Bring any photos you may have of damages, unsafe or unfit conditions, or whatever else is important to help prove your case.

## Court Procedure

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The exact procedure and small claims process often varies from county to county. This information is a general outline of the process. Many counties have local court rules which can differ from this general outline. As always it is important to speak with an attorney before proceeding in court on your own. In most counties, you will not need to bring your witnesses to the first court appearance (the “return date”), but you should bring along your papers and photos. Check with the clerk, however, to see if you should bring witnesses to the return date. At the “return date” the judge or court commissioner decides whether there is a “real” disagreement between the parties and, if so, schedules a later hearing or trial date for the parties to come to court and each party present their side of the case.

In many counties, the judge or court commissioner will tell the parties they have to go to “mediation” to try to work out a settlement. If you do not go to at least the first mediation session, the court may dismiss your claims and throw out your case. But when you go to mediation, you do not have to agree to anything you do not want. If no agreement is reached in mediation, your case will go back to the court (probably on a later date) for a hearing before the judge or court commissioner. Sometimes the judge or court commissioner will try to get the parties to negotiate an agreeable settlement. Before trial, the judge or court commissioner may talk to the parties about the case and let the parties know how strong she thinks their legal claims or defenses are. What the judge may think about your legal claims can be important, and you may want to consider the judge’s comments carefully in deciding whether or not to make or accept a settlement offer. If there is a hearing before the court commissioner and if either party does not like the court commissioner’s decision, then either party can ask for a trial before a judge or a jury. The time deadline to do so is usually ten (10) days, and the court commissioner or the clerk of courts office will have the forms needed for requesting a trial.

If you win in small claims court, you will receive a “judgment” for the amount of money your landlord owes you, plus the court costs. You may “docket” the judgment by paying a small fee to the Clerk of Court. A docketed judgment becomes a lien against real estate owned by the landlord in the county of docketing. A judgment may be docketed with the clerk of courts in each county where the landlord owns some property.

After you win a judgment, you will still have to “enforce” (or collect) your “money judgment.” The landlord will be required to complete and send to you a form disclosing all of his income and assets within fifteen days after the judgment is entered in writing in the clerk of courts office. The first thing to do is simply write your landlord and demand payment of the amount of the judgment. If your landlord does not voluntarily pay you, you may need to start another court proceeding to collect the judgment. If your landlord has a wage-paying job, you may be able to “garnish” his wages. Garnishment forms and instructions are available at the clerk of courts office. The remedies available to you in collecting your judgment may also include attaching your landlord’s bank account or personal property. You may need the assistance of an attorney at this point. Except for wage garnishment forms, there is no requirement under Wisconsin law for the court personnel to assist you with enforcing your money judgment.

# 19 – Tenant Organizing

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## **Tenants can work together to protect their rights and improve their living conditions**

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If you have ever been a tenant acting all alone trying to get the landlord to make repairs or to give you proper notice before coming into your apartment, you may have felt pretty frustrated and powerless. The plain fact is that one landlord almost always has more power than one tenant.

In many places in Wisconsin and around the country, tenants have been working to form tenants' organizations or unions. They have found that by working together in these kinds of groups, they have been able to get much more done than they could have acting by themselves. These tenants' groups have been able to make a real difference in their apartment complexes and homes. Repairs get done; unneeded inspections can be stopped; unreasonable "house rules" and lease terms which tenants do not like can be changed after negotiations with the landlord. Some tenants groups work to get better playground equipment for their children, to form babysitting cooperatives and to make their housing safe and secure for their families.

A helpful resource for more information on tenant unions is the Tenant Resource Center in Madison. This organization is willing to assist any group of tenants in Wisconsin in getting information about the landlord/tenant relationship. It is also willing to assist tenants in getting their own organization or union started. The Center has several publications available which might be helpful. For assistance, they can be reached at (608) 257-0006 or (877) 238-7368.

Sometimes tenants are afraid to get involved in such a group because they are afraid they will be evicted. State and Federal law makes it illegal for a tenant to be evicted just because she belongs to a tenants' organization or union. This is an important protection for tenants.

Organizing a tenants' organization or union is hard work. But it is also lots of fun, a good way to get to know your neighbors and a good way to get what you want and deserve from your landlord.

## 20 – Help List

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### **Legal Action of Wisconsin, Inc.**

**Intake line for new potential clients (855) 947-2529 / (855) WISC-LAW**

**Milwaukee Office** (414) 278-7722 / (888) 278-0633

230 West Wells Street, Room 800

Milwaukee, WI 53203-1866

Serving Milwaukee and Waukesha Counties

**Madison Office** (608) 256-3304 / (800) 362-3904

744 Williamson Street, Suite 200

Madison, WI 53703

Serving Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock, and Sauk Counties

**Racine Office** (262) 635-8836 / (800) 242-5840

4900 Spring Street, Suite 100

Racine, WI 53406

Serving Kenosha, Racine, and Walworth Counties

**Green Bay Office** (920) 432-4645 / (800) 236-1127

201 West Walnut Street, Suite 203

Green Bay, WI 54303

Serving Brown, Calumet, Door, Kewaunee, and Manitowoc Counties

**Oshkosh Office** (920) 233-6521 / (800) 236-1128

300 Ohio Street

Oshkosh, WI 54902

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Serving Buffalo, Crawford, Grant, Jackson, Juneau, La Crosse, Monroe, Richland, Trempealeau, and Vernon Counties

[www.legalaction.org](http://www.legalaction.org)

**Wisconsin Judicare, Inc.** (715) 842-1681 / (800) 472-1638

300 Third Street

Wausau, WI 54402-6100

Serving Ashland, Barron, Bayfield, Burnett, Chippewa, Clark, Douglas, Dunn, Eau Claire,

Florence, Forest, Iron, Langlade, Lincoln, Marathon, Marinette, Menominee, Oconto, Oneida,

Pepin, Pierce, Polk, Portage, Price, Rusk, St. Croix, Sawyer, Shawano, Taylor, Vilas, Washburn,

Waupaca, and Wood Counties

[www.judicare.org](http://www.judicare.org)

### **State Bar of Wisconsin Attorney Referral Service**

(800) 362-9082

*Referral to private attorneys*

[www.wisbar.org](http://www.wisbar.org)

## **State Agencies, Community Resources, and Online Resources**

### **Wisconsin Department of Agriculture, Trade, and Consumer Protection**

2811 Agriculture Dr. 200  
Madison, WI 53708-8911  
(608) 224-4960  
Consumer Protection Hotline: (800) 422-7128  
*Information on tenant's rights and filing a consumer complaint*  
[www.datcp.wi.gov](http://www.datcp.wi.gov)

### **Wisconsin Department of Workforce Development-Equal Rights Division**

<b>Madison Office</b>	<b>Milwaukee Office</b>
210 E. Washington Ave., Room A300	819 N. 6 <sup>th</sup> St., Room 723
Madison, WI 53703	Milwaukee, WI 53203
(608) 266-6860	(414) 227-4384
<i>Investigation of discrimination complaints and enforcement of fair housing laws</i>	
<a href="http://www.dwd.state.wi.us">www.dwd.state.wi.us</a>	

### **Wisconsin Court System**

<i>General website</i>	<i>Wisconsin Circuit Court Access</i>
<a href="http://www.wicourts.gov">www.wicourts.gov</a>	<a href="http://www.wcca.wicourts.gov">www.wcca.wicourts.gov</a>

### **U.S. Department of Housing and Urban Development**

[www.hud.gov](http://www.hud.gov)

### **Fair Housing Council**

<b>Madison Office</b>	<b>Milwaukee Office</b>	<b>NE Wisconsin Office</b>
612 W. Main St., Ste. 200	759 N. Milwaukee, Ste. 500	4321 W. College Ave., Suite 200
Madison, WI 53703	Milwaukee, WI 53202	Appleton, WI 54914
(608) 257-0853	(414) 278-1240	(920) 560-4620
<b>Statewide Complaint Intake Hotline: (877) 647-3247</b>		
<i>Advice with discrimination complaints</i>		
<a href="http://www.fairhousingwisconsin.com">www.fairhousingwisconsin.com</a>		

### **Tenant Resource Center**

1202 Williamson Street, Suite A  
Madison, WI 53703  
(608) 257-0006/ (877) 238-7368  
*Free counseling for tenants and landlords*  
[www.tenantresourcecenter.org](http://www.tenantresourcecenter.org)

# LEGAL **Action** OF WISCONSIN

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