



## Rental Agreement Checklist Answer Key

- \_\_\_\_\_ 1. How long does the rental agreement last?  
Line 20, right hand column, below section titled “term.” Sample agreement states 12 months, and specifies a start of September 1, 2016 and end date of August 31, 2017.
- \_\_\_\_\_ 2. Who can live in the apartment?  
Lines 4, 5 & 6, left hand column, below section titled “tenant.” Sample agreement names 4 occupants: John Smith, Jane Smith, Joseph Smith and Julie Smith.
- \_\_\_\_\_ 3. If you violate any term of the lease, what happens?  
Lines 135, in the section titled “breach and termination.” Sample agreement states “failure of either party to comply substantially with any material provision is a breach of this agreement. Should tenant neglect or fail to perform and observe any of the terms of this agreement, landlord shall give tenant written notice of the breach requiring tenant to remedy the breach or vacate the premises...”
- \_\_\_\_\_ 4. How much is the rent?  
Line 19, left hand column, in the section titled “rent.” Sample agreement states “\$575” for rent.
- \_\_\_\_\_ 5. When is the rent due?  
Line 21, left hand column, in the section titled “rent.” Sample agreement states “1st day of each month.”
- \_\_\_\_\_ 6. Is there a penalty for late payment?  
Line 25, left hand column, in the section titled “rent.” Late fee is \$25. Even if the late fee does not take effect until day 6, a landlord can give you an eviction notice for not paying the rent anytime after the due date, including on the 2nd, before the late fee kicks in.
- \_\_\_\_\_ 7. Where do you pay your rent?  
Line 23, left hand column, in the section titled “rent.” Sample agreement states “1232 Wallaby Way (main office), Sydney, WI 54551.
- \_\_\_\_\_ 8. To whom do you pay your rent?  
Line 12, right hand column, next to “agent for collection of rents.” Sample agreement states “Phillip Sherman.”





- \_\_\_\_\_ 9. Which utilities must you pay?
- Line 25, right hand column in the section titled utilities. Review list of utilities check under “tenant” column. Sample agreement states that the Smith’s are responsible for: “electricity, gas, heat, and air conditioning.”
- \_\_\_\_\_ 10. Are there any payments you must make in addition to the rent, such as security deposit, parking, or utilities?
- Line 38 “security deposit.” Sample agreement states “\$575.00.”  
Line 25, right hand column, “utilities,” tenant is responsible for those marked in the tenant column.  
Line 168 “extermination costs,” sample agreement states that “tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents found on the premises and which are the result of the tenant’s acts of negligence.”
- \_\_\_\_\_ 11. When can the rent be increased?
- Line 19, right hand column, “term”. This agreement sets conditions for the entire term of the lease. Rent can be increased only after the last day of the term. In our sample agreement this would be rent couldn’t be increased until after August 31, 2017 as that is the end of the term.
- \_\_\_\_\_ 12. What happens if you need to move out before your rental agreement ends?
- Line 88 “possession and abandonment.” Sample agreement states” If tenant abandons the premises before expiration or termination of this agreement or its extension or renewal, or if the tenancy is terminated for tenant’s breach of this agreement, landlord shall make reasonable efforts to re-rent the premises and apply any rent received less costs of re-renting toward tenant’s obligations under this agreement. 1) talk to your landlord to see if you can agree on an early move out, and 2) talk to an attorney, the TRC, or consult the law to see what your legal options are regarding an early move out.
- \_\_\_\_\_ 13. Are pets permitted?
- Line 74 “pets and water beds are not permitted unless indicated otherwise in writing.”
- \_\_\_\_\_ 14. Are you responsible for any maintenance and repairs?
- Line 124, under the section titled “maintenance.” Sample agreement states “tenant shall maintain the premises under tenant’s control in a clean manner and in as good of a general condition as it was at the beginning of the term or as was subsequently improved by landlord.”





## Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

\_\_\_\_\_ 15. To whom do you report problems? (You should have a name, telephone number, and address.)

Line 8, right hand column, under the section titled “landlord.” Depending on what the problem is it may be the “agent for service or the agent for maintenance. The sample agreement state that the “agent for service is Phillip Sherman, and the agent for maintenance is Bill’s Maintenance Repair.”

\_\_\_\_\_ 16. Who is responsible for making sure the smoke detectors in the apartment work?

Refer to “Smoke Detector Notice,” this is an attachment to the lease. Sample notice states “a) Landlord shall be responsible for maintaining and testing all smoke detectors in common areas as required by law, b) tenant shall be responsible for maintaining and testing all smoke detectors within tenant’s unit as required by law; c) tenant shall inform landlord in writing of any smoke detector that is not working and d) tenant shall replace batters in all smoke detectors inside tenant’s unit as necessary.

\_\_\_\_\_ 17. When can the landlord enter the apartment?

Line 164, under the section titled “entry by the landlord.” Sample agreement states “landlord may enter the premises occupied by tenant, with or without consent, at reasonable times upon twelve (12) hours advance notice to inspect the premises, make repairs, show the premises to prospective tenants or comply with applicable laws. Landlord may enter without notice when a health or safety emergency exists.

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