



Moving On Quiz Answer Key

1. There is no need to give notice before moving out.

False

If you decide to end your tenancy, you should give your landlord written notice ahead of time. Typically, in a month to month agreement, a tenant would give a 28-day notice before the next rent payment is due; however, if your lease specifies a longer notice period then follow the notice period given in your lease. It is important to give written notice to protect your security deposit and your liability for future rent. If you have a lease that is not month to month (a lease for 6, 12, or 24 months), giving a 28 day notice may not end your liability under the lease for the remaining months of rent.

2. If your roommate moves out before the rental agreement ends and stops paying his portion of the rent, you are responsible for his portion of the rent.

True

Rental Agreements often state all tenants, if more than one, are “jointly and severally liable” for the full amount of any payments due under the agreement. If your lease has a “joint and several liability” clause, then a landlord can hold one or any tenant responsible for all the rent. Tenants can then hold each other responsible.

3. Landlords can wait to return security deposits until it is convenient for them.

False

Security deposits must be returned within 21 days from the last day of the rental agreement. If the tenant moves before the end of the lease term, the 21 days begins at the end of the lease period or when landlord re-rents the unit, whichever occurs earlier. A detailed list of any deductions from the security deposit must also be provided.

4. When a tenant moves out, landlords are allowed to deduct for normal wear and tear.

False

Wisconsin regulation specifically prohibits landlords from deducting money from security deposits for items, such as minor chipping, discoloration of paint, a few nail holes or scratches on a kitchen counter top, which do not indicate neglect or damage on the part of the tenant. Normal wear and tear is usually defined as the damage that occurs during a tenancy that is not the result of the tenant’s misuse of the property. However damage such as large holes in walls, burned counter tops and broken items are not considered normal wear and tear.

5. If you need to move out early, your security deposit can serve as your last month’s rent.

False

Landlords can deduct unpaid rent from a security deposit; however, this will leave you with a record of being behind on your rent. In addition, the security deposit may not be large enough to cover rent, unpaid utility bills, as well as damage or cleaning deductions. It might also leave you with an eviction on your record.





Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

6. Rental Agreements with a fixed term, end unless the landlord or tenant makes arrangements to continue the agreement.

True

Rental agreements typically include a provision that states what happens at the end of the rental agreement term. With a fixed term agreement, tenancy ends when the rental agreement expires. With an automatic renewal clause the terms of the rental agreement remain unchanged. It is important to understand the terms of the rental agreement and what you and your landlord must do at the end of the rental term.

7. If you receive a “five-day notice” that your rent is overdue, you must pay the back rent within five days or move.

True

Five-day notices are usually the first notice received by tenants with a rental agreement. Five-day notices explain what must be done to avoid the termination of your tenancy. If you receive a 5-day notice to pay rent, you need to pay the full amount of unpaid rent within the 5 days specified by the notice.

Notices may be for problems other than non-payment of rent. If you receive such a notice, you should immediately take steps to correct the problem. Landlords may start the eviction process if the tenant does not pay the rent, correct the problem, or move.

Tenants who believe the notice is not justified should seek legal counsel.

Note, if you fail to correct the problem or move after receiving the 5-day notice and the landlord files an eviction action, the court may require that you pay the landlord twice the normal rent for each day you occupied the apartment after the expiration of the 5-day notice if the eviction is granted.

8. If you have a month to month tenancy and you receive a 14-day notice that your rent is overdue, you must move.

True

A 14-day notice does not give you the right to correct the problem. Tenants who believe the notice is not justified should seek legal counsel.

Note, if you fail to move after receiving the 14-day notice and the landlord files an eviction action, the court may require that you pay the landlord twice the normal rent for each day you occupied the apartment after the expiration of the 14-day notice if the eviction is granted.

9. If you have a lease for a term of longer than one month and less than one year, and have received a 5-day notice with a right to correct the problem in the last year, you must move if you receive 14-day notice.

True

A 14-day notice does not give you the right to correct the problem, e.g., pay the rent. If you have a written lease for a term of longer than one month and less than one year, then you must receive a 5-day notice with the right to correct the problem before you can be given a 14-day notice. You can only be given a 14-day notice if you were previously given a 5-day notice within the last 12 months. A landlord can also continue to give 5-day notices instead of a 14-day notice. Tenants who believe the notice is not justified should seek legal counsel.





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10. If you fail to move after receiving a termination notice, the landlord can immediately change the locks and remove your property from the apartment.

False

Self-help evictions are illegal. The landlord must file an eviction action with the court. The landlord must continue to obey the conditions of the rental agreement until the court orders an eviction and the sheriff serves the writ. If you are ever locked out of your apartment without having received an eviction notice, you should consult a lawyer and call the police.

