



# ***Rent Smart***

## ***Module F***

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



**Extension**

UNIVERSITY OF WISCONSIN-MADISON

**Rent Smart 2017** focuses on the knowledge and skills essential for a successful renting experience. It challenges participants to know and understand their rights and responsibilities as a tenant as well as know and understand the rights and responsibilities of their landlord. Emphasis is on forming a strong partnership between the tenant and landlord. **Rent Smart** was originally based on information collected through focus groups held with property managers and tenant advocates. It was piloted under its original name, **Good Neighbor-Good Tenant**, for several years, then taught as **Rent Smart** in numerous Wisconsin counties for the past 15 years.

**Rent Smart 2017** participant goals include:

- Learn new skills to build positive relationships with landlords and neighbors.
- Gain confidence in their ability to find and maintain affordable housing.
- Understand the application and screening processes used by landlords.
- Learn the responsibilities and rights of tenants and landlords.

The 2017 revised curriculum continues to emphasize an active learning approach designed to foster participant motivation and course effectiveness. Videos, case studies and internet links have been incorporated in the updated curriculum to provide additional interactive learning options. The 2017 revised curriculum consists of six modules, designed to be taught separately or in combination.

**Rent Smart 2017** Modules:

- How Much Will It Cost? And Can I Afford It?
- Checking Out the Rental Property and the Landlord
- Application Process
- Who's Responsible for Maintenance, Repairs and Care?
- Communications
- **Rental Agreements—Moving In, Moving On**

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

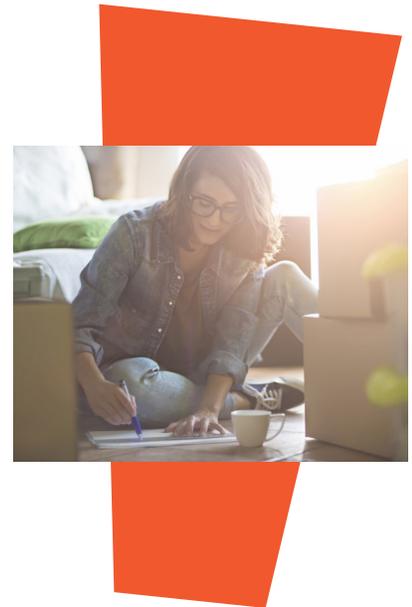
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## Overview

Every landlord-tenant relationship includes a rental agreement, which is either written or oral. This agreement is a legal contract. The contract outlines the terms of the agreement—what the landlord expects of the tenant and what the tenant expects of the landlord. Like all contracts, it is very important the tenant reads and understands the terms of the agreement before they sign it.

This module focuses on the legal aspects of renting and common problem areas: rental agreements, security deposits, notices, and evictions. Participants practice reading a rental agreement, identifying and looking for key provisions. Recommended moving-out procedures are shared, focusing on the importance of having a positive departure from a property. The module also provides an overview of the eviction process and the notices landlords may give when a tenant fails to meet the obligations of the rental agreement.

The importance of recordkeeping is reinforced in this lesson as it applies to the moving in and moving out processes.



## References

The instructor is encouraged to secure and review the “Tenant Sourcebook” from Legal Action of Wisconsin, Inc. and the “Landlords Tenant Guide” available from the Wisconsin Department of Agriculture, Trade and Consumer Protection. These documents reflect changes made in 2016 to Wisconsin Landlord/Tenant laws.

- Landlord Tenant Guide-2016 (WI Department of Agriculture, Trade and Consumer Protection):  
<http://datcp.wi.gov/uploads/Consumer/pdf/LT-LandlordTenantGuide497.pdf>
- Tenant Resource Center: <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>

I learned how important it is to understand how a lease works when you are renting your first home or rental unit.

**Note to Instructors:** Prior to teaching the module, instructors are encouraged to assemble a list of local resources to help participants with questions about their rental agreements and review references listed.

## Objectives

Participants will:

1. Increase ability to read and understand a rental agreement.
2. Gain knowledge of legal procedures related to rental agreements.
3. Understand procedures to follow when ending a rental agreement.
4. Increase understanding of the importance of rental records.

## Activities

**Activity 1: Completing the Rental Agreement**

**Activity 2: Rental Agreement Language**

**Activity 3: Written Rental Agreements**

**Activity 4: Moving On Quiz**

**Activity 5: Security Deposit Deductions**

**Activity 6: Eviction Process**

**Activity 7: Notice and Eviction Language**

**Activity 8: Rental Records**

## Teaching Outline

Provide the *Overall Handout* before beginning the module.

Note to Instructor: It may be helpful to invite a landlord, an attorney, a court commissioner or a consumer protection agency representative to participate in this session. During the session participants may have specific situations/issues that they want to have discussed. While such discussion may be lively, it will take time away from the module and will not be useful to other participants because they (and the instructor) are hearing only one side of the issue and are not in a position to give advice. **Do not encourage such discussion;** refer participants to other community resources.

In presenting the module, it is imperative that the presenter NOT give legal advice.



## Suggested Introduction

Anytime you rent a place to live, you have a rental agreement with the landlord. Oral or written, it is a legal contract between you and the landlord. The rental agreement sets forth your rights and responsibilities as a tenant, as well as those of the landlord. In this module we will look at a sample rental agreement and review the terms of the agreement – terms you will want to look for in the agreement you sign.

This module also covers steps in ending a rental agreement. You may wonder why we are going to discuss moving on when you are thinking about moving in. How you move out of where you are living now can affect your landlord reference when you are looking for a new place. If you want your full security deposit back when you move out, there are some things you need to do when you move in. We'll also touch on the eviction process and actions landlords take if they want a tenant to move out.

### Activity 1: Completing the Rental Agreement

(Objective 1: Increase ability to read and understand a rental agreement.)

- Handout 1: *Sample Rental Agreement and Smoke Detector Notice*
- Handout 2: *Rental Agreement Checklist*
- Instructor Materials: *Rental Agreement Checklist Answer Key*

OPTIONAL:

- Handout 3: *Non-Standard Rental Provisions*

**Suggested Introduction:** 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. Ask for a written agreement. Written agreements give you a record of the terms and are easier to enforce if there is a problem.

Signing this agreement means you will follow the terms explained in the agreement. While it may be tempting to just sign the agreement, so you can move in, it is very important to read and understand it – know when rent is due, what utilities you will be paying, how long the agreement lasts and more! Take your time to read the agreement – don't feel pressured to sign one that you haven't read completely and/or discussed with the landlord. If you don't feel comfortable reading and understanding the rental agreement, ask a friend or family member to help you.

Most written rental agreements use a standard form; however, some landlords add extra conditions to a rental agreement that are handwritten or typed into or attached to the form. This is legal, but occasionally the



conditions are not legal. Very carefully read any language that is added to the pre-printed rental agreement. If it doesn't seem fair to you, check with an attorney or one of the resources listed on the *Overall Handout*. Your rental agreement is a very important document to keep and refer to throughout your tenancy. Keep it secure with your other rental documents.

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After introducing participants to the topic, ask participants to work in pairs. Distribute copies of Handout 1: *Sample Rental Agreement and Smoke Detector Notice* and Handout 2: *Rental Agreement Checklist*. The *Sample Rental Agreement and Smoke Detector Notice* have been completed for the Smith family. On the left hand side of the Rental Agreement you will see that each of the lines of the Rental Agreement have been numbered. The *Rental Agreement Checklist* identifies a number of things to look for in the agreement the Smith family signed. For each of the items on the checklist, identify the line where the information is found and the answer to the question.

Following the completion of this task, facilitate a discussion using the Instructor Materials: *Rental Agreement Checklist Answer Key*.

OPTIONAL: Provide Handout 3: *Non-Standard Rental Provisions*. Some property owners, especially those with many properties, will also include a “Non-Standard Rental Provision” agreement with the Rental Agreement. This document details charges the landlord may assess and withhold from security deposits. Share copies of this document and review the types of charges a landlord may deduct from the security deposit.

### Activity 2: Rental Agreement Language

(Objective 1: Increase ability to read and understand a rental agreement.)

- Handout 4: *Rental Agreement Language* (Matching Format)  
OR
- Instructor Materials: *Rental Agreement Language* (Card Sort Format)
- Instructor Materials: *Rental Agreement Language Answer Key*
- Instructor Materials: *Background Information*

**Suggested Introduction:** A written Rental Agreement includes many legal terms and language that may seem “foreign.” As you sign the rental agreement, a contract with your landlord, it is important to know what the terms mean. As we explore the topics of moving in and moving out, we'll take a look at some of the terms related to each topic.

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This activity may be done individually with paper and pencil or in pairs using the cards. Distribute copies of Handout 4: *Rental Agreement Language* or

Carefully read the rental agreement and make sure you fully understand it.

the matching cards from the Instructor Materials. Ask participants to match the moving in terms with the definitions. Review the matches, providing additional information on the terms from the Instructor Materials: *Rental Agreement Language Answer Key* and the Instructor Materials: *Background Information*.

### Activity 3: Written Rental Agreements

(Objective 1: Increase ability to read and understand a rental agreement.)

- No Handouts

**Suggested Introduction:** The Rental Agreement we examined provided detailed information on paying rent, who is in charge of the smoke detector and when the landlord can enter the property. There are many rental agreement types and the model we used is just an example. Some landlords use verbal agreements with their tenants. Thinking about all the things we've seen in the Smith's Rental Agreement and talked about, what do you think are some of the advantages of having a written rental agreement?

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Brainstorm answers with participants and summarize/supplement their responses with:

- Easier to enforce if there are problems
- Avoids disagreements when memories differ
- Provides a record of the conditions the landlord and tenant agreed to
- Protects tenants from changes in rent or rental conditions that occurred after move-in

When a landlord does not offer a written rental agreement you may want to record the conversation using your phone or confirm the details of the agreement by sending an email or text message saying "just confirming [insert terms of agreement] is what we discussed, let me know if that's not accurate". Another option would be to bring a standard Wisconsin rental agreement form to your meeting with the landlord and ask the landlord to sign it.

### Activity 4: Moving On Quiz

(Objective 2: Gain knowledge of legal procedures related to rental agreements and Objective 3: understand procedures to follow when ending a rental agreement.)

- Handout 5: *Moving On Quiz*
- Instructor Materials: *Moving On Quiz Answer Key*

It is important to keep my rental agreement and check-in form until I move out.



**Suggested Introduction:** Ending a rental agreement ideally occurs at the end of the term of the agreement. However, sometimes tenants want to leave the property before the term is over and sometimes the landlord wants the tenant to move out. Because a rental agreement is a legally binding contract both parties have obligations to each other as stated in the terms of the agreement. Wisconsin Landlord Tenant Law defines proper notifications and procedures to follow when ending rental agreements. You can also consult a lawyer or the Tenant Resource Center on how to terminate a lease.

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Distribute copies of Handout 5: *Moving On Quiz*. Have participants work individually or in pairs to complete the quiz. Following the completion of this task, facilitate a discussion using Instructor Materials: *Moving On Quiz Answer Key*.

Discuss best practices when a tenant wants to leave the property at the end of the rental agreement term. It is recommended that the tenant notify the landlord of their intent to vacate the premise ahead of time. The notice given to the landlord will depend on the type of rental agreement you have: annual, month-to-month, etc. Read your rental agreement to know what is expected of tenants when they end the agreement. This helps protect your right to the return of your security deposit as well as not being charged for rent after the month you move out. Keep a copy of the notice you give the landlord.

If you need to vacate the property before the rental agreement is over, talk to your landlord about your options. Find out if you can end the lease early, if you can sublet the property, or they can offer/have another solution. You can also consult a lawyer or the Tenant Resource Center about your options.

Likewise, when a landlord wants a tenant to vacate the property at the end of the agreement, the landlord will usually provide written notice of this intent. If the Rental Agreement has an automatic renewal the terms of the initial rental agreement remain in place. If a tenant violates a provision of the rental agreement, the landlord must notify the tenant of the violation and follow state laws regarding rights to cure the violation, or begin the legal process of evicting the tenant.

### Activity 5: Security Deposit and Deductions

(Objective 3: Understand procedures to follow when ending a rental agreement.)

- Handout 6: *Security Deposit Deduction Letter*

**Suggested Introduction:** The security deposit paid to a landlord when a tenant moves in is “insurance” should the tenant miss paying rent or damage the property. Wisconsin landlord/tenant law requires the landlord to deliver or mail the security deposit, less any amounts withheld, to the last

I didn't know I should tell my landlord I was moving at the end of my lease.

known address of the tenant within 21 days after the end of the rental agreement term. The landlord may withhold money from the security deposit for tenant damage, waste or neglect of the property, nonpayment of rent, and utility bills left unpaid when the tenant moves out.

Disputes over security deposits are a common problem between landlords and tenants. The check-in/check-out form is an important tool in getting back your security deposit. How does the property compare as you get ready to leave versus how it looked when you moved in? Complete the check-out portion of the form, take pictures, and/or walk through the property with your landlord. If possible, return the keys to the landlord in person and get a receipt. This lets the landlord know you are no longer living in or using the property. Provide the landlord with a written and dated forwarding address, or tell them to send the deposit to your old address and put in a forwarding request with the Post Office." Keep a copy of what you have shared. Be sure to clean and remove all of your belongings.



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Distribute Handout 6: *Security Deposit Deductions Letter*. This is an example of a security deposit letter from a landlord. Deductions are itemized and the amount of the security deposit returned to the tenant is listed. If a landlord does not follow the rules on the return of a security deposit a tenant may be able to sue the landlord for double the amount of the security deposit or double the amount of the security deposit which was wrongfully withheld. Since laws on security deposits changed in 2012 and 2014, it may be important to seek legal advice if there is a dispute.

### Activity 6: Eviction Process

(Objective 3: Gain knowledge of legal procedures related to rental agreements.)

- Handout 7: *General Eviction Process Chart*

**Suggested Introduction:** 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. The process begins as the landlord notifies the tenant of the violation and provides a notice to remedy (cure) the violation or to move out of the rental unit. If the tenant does not fix the violation within the specified timeframe, or move out, the landlord may begin an eviction process. It is illegal for a landlord to lock a tenant out, shut off their utilities or force them out of the unit. The Eviction Process is outlined on Handout 6.

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Provide Handout 7: *General Eviction Process Chart*. Review the flow chart with the full class, emphasizing it is a legal, court driven process not a landlord driven process. This is only an overview of the process. Participants with specific questions about evictions should consult an

An eviction stays on my record a LONG time.

attorney. The purpose of this discussion is to help participants understand why they should avoid eviction. Ask participants to identify problems that occur if you are evicted. Some of the problems eviction can cause for tenants include:

- Eviction judgements result in long term court records, which future landlords may check when you apply for new housing. Evictions are currently posted on Wisconsin Consolidated Court Automation Program (CCAP) for 20 years.
- Evictions may be posted on your credit report and can make it more difficult to get credit. They may remain on your credit report for 7-10 years.
- The eviction judgement may require you to pay double the rent you owe and statutory costs and fees, such as the filing fee, cost of service, and statutory attorney's fees.
- To avoid the sheriff from executing the writ, it is in your best interest to leave as promptly as possible. Once the sheriff receives the writ, he/she has to execute (bring it to your rental unit) within 1 to 10 days, and remove you and any other occupants.
- You may lose possessions in the unit if the writ is executed before you move out.

### Activity 7: Notice and Eviction Language

(Objective 3: Increase their ability to read and understand a rental agreement.)

- Handout 8: *Notices and Eviction Language* (Matching Format)  
OR
- Instructor Materials: *Notices and Eviction Language* (Card Sort Format)
- Instructor Materials: *Notices and Eviction Language* Answer Key

**Suggested Introduction:** When problems occurs between landlords and tenants, a landlord may issue a notice to fix the problem or vacate the property. Each type of notice has specific legal processes to follow. As we've discussed through the *Moving On Quiz* and *Eviction Process* it is important to know what each notice means, what is expected of the tenant with each notice, and the language of the eviction process.

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This activity may be done individually with paper and pencil or in pairs using the cards. Distribute copies of Handout 8: *Notices and Eviction Language* or

the matching cards from Instructor Materials. Ask participants to match the notice and eviction terms with the definitions. Review the matches, providing additional information on the terms from the Instructor Materials: *Notices and Eviction Language Answer Key*.

### Activity 8: Rental Records

(Objective 4: Increase understanding of the importance of rental records.)

- Handout 9: *Rental Records*

**Suggested Introduction:** There are important documents to have and keep during a rental period. These documents help both tenants and landlords remember what agreements have been made, if and when rent was paid, how you have communicated with each other during the rental period, and the condition of the property when the tenant moved in. Communicating via email provides both the landlord and tenant with copies of who said what to who and when. If you are given paper copies of important rental documents, you can take pictures of them using your phone.



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Brainstorm with the group the documents they have heard discussed that would be important to keep. Provide Handout 9: *Rental Records* and suggest ways to retain the records such as a sealable bag, folder or envelope. The instructor may choose to provide these items to get participants started on the right track.

**Optional:** Print the list of rental records on a label that can be attached to a sealable bag, folder or envelope. Provide each participant with this record holder including their Rent Smart certificate.

## Learning Assessment

Have participants learned the key concepts of this Rent Smart module? The following questions or activities are recommended to assess participant understanding of the information covered in this module.

- *Activity 2: Rental Agreement Language* and/or *Activity 7: Notice and Eviction Language* may be used as a learning assessment.
- Identify at least five things they would look for/check on a rental agreement.
- Ask participants to identify at least two reasons to avoid an eviction.
- List at least three rental documents that should be kept.
- Identify two or three ways in which you can keep rental documents and communication.