



## 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.

*August 2016 Wisconsin Legal Blank Co. Lease*





## Rental Agreement Language Answer Key

**Rental Agreement** – an oral or written agreement between a landlord and tenant, for the rental of a specific dwelling unit or premise in which the landlord and tenant agree on the essential terms of the tenancy.

**Month to Month Agreement** – a rental agreement for 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.

**Tenancy** – possession of a dwelling unit by a tenant.

**Security Deposit** – total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligation, includes all rent payments in excess of one month's pre-paid rent.

**Intent to Vacate** – written notification by the tenant to the landlord that they intend to move out of the property, commonly 28 days before the next payment is due.

**Normal Wear and Tear** – the damage that occurs during a tenancy that is not the result of the tenant's misuse of the property.

**Deductions** – money a landlord takes out of tenant's security deposit to cover damages or money owed.





## Rental Agreement Language (Card Sort Format)

For each group print, cut apart and put in envelope

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.
Deductions	possession of property, such as a dwelling unit, as a tenant.
Intent to Vacate	total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligation, includes all rent payments in excess of one month's pre-paid rent.
Month to Month Agreement	written notification by the tenant to the landlord that they intend to move out of the property, commonly 28 days before the next rent payment is due.
Normal Wear and Tear	the damage that occurs during a tenancy that is not the result of the tenant's misuse of the property.
Rental Agreement	money a landlord takes out of tenant's security deposit to cover damages or money owed.
Security Deposit	an oral or written agreement between a landlord and tenant, for the rental of a specific dwelling unit or premise in which the landlord and tenant agree on the essential terms of the tenancy.
Tenancy	a rental agreement for a month-to-month tenancy.





## 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.





## 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.





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

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.





## Notices and Eviction Language (Card Sort Format)

For each group print, cut apart and put in envelope

5 Day Notice	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.
14 Day Notice	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.
28 Day Notice	written notice given to terminate a month to month tenancy.
Cure	to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent.
Eviction	the court process required to remove a tenant who has materially violated the rental agreement.





## Notices and Eviction Language (Card Sort Format)

Eviction Trial	if tenant disputes at return date, the matter is set for a trial.
Joint and Several Liability	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.
Return Date	the date and time listed on the Summons and Complaint.
Self-help Eviction	an illegal action during which a landlord forces a tenant out of his/her rental unit without having gone through the formal eviction process.
Summons and Complaint	piece of paper landlord completes when he/she files for an eviction with the court.
Writ of Restitution	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.





## Notices and Eviction Language Answer Key

### Notice/Eviction Terms:

**28 Day Notice** – (C.) written notice given to terminate a month to month tenancy.

**Eviction** – (E.) the court process required to remove a tenant who has materially violated the rental agreement.

**Joint and several liability** – (G.) 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.

**Return Date** – (H.) the date and time listed on the Summons and Complaint.

**Self-help Eviction** – (I.) an illegal action during which a landlord forces a tenant out of his/her rental unit without having gone through the formal eviction process.

**Summons and Complaint** – (J.) piece of paper landlord completes when he/she files for an eviction with the court.

**5 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.

**Writ of Restitution** – (K.) 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.

**Cure** – (D.) to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent.

**14 Day Notice** – (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.

**Eviction Trial** – (F.) if tenant disputes at return date, the matter is set for a trial.

