



## 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>

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# Sample Rental Agreement and Smoke Detector Notice

Form 19 RESIDENTIAL RENTAL AGREEMENT  
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## AUGUST 2016 LEASE

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

### RESIDENTIAL RENTAL AGREEMENT

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

3 **TENANT:** ( 2 adults and 2 children)  
4 John Smith Jane Smith  
5 Joseph Smith Julie Smith

**LANDLORD:** Phillip Sherman  
Agent for service of process Phillip Sherman (920) 555-5309  
42 Marlin Ct.

7 **PREMISES:** Building Address  
8 1234 Wallaby Way  
9 Sydney WI 54551  
10 (city, village, town) (state) (zip)  
11 Apartment/room/unit: #12A

Sydney WI 54551  
Agent for maintenance, management Bill's Maintenance & Repair (920) 555-1970  
625 Monterey Dr.

12 Other: \_\_\_\_\_  
13 Included furnishings/appliances: refrigerator, range, oven  
14 other (list or attach addendum): washer, dryer, range

Sydney WI 54550  
Agent for collection of rents Phillip Sherman (920) 555-5309  
42 Marlin Ct.

18 **RENT:** Rent of \$ 575.00 for Premises and  
19 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
20 is to be received no later than the 1st day of each month  
21 and is payable at 1232 Wallaby Way, Sydney, WI 54551  
22 If rent is received after the 5th day (main office)

**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.

25 the Tenant shall pay a late fee of \$ 25.00  
26 Charges incurred by Landlord for Tenant's returned checks are  
27 payable by Tenant. Landlord shall provide a receipt for cash  
28 payments of rent. **All tenants, if more than one, are jointly and**  
29 **severally liable for the full amount of any payments due**  
30 **under this Agreement.** Acceptance of a delinquent payment  
31 does not constitute a waiver of that default or any other default  
32 under this Agreement. Other Landlord or Tenant obligations:  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_

**UTILITIES:** Check if paid by:

	Landlord	Tenant
Electricity		X
Gas		X
Heat		X
Air Conditioning		X
Sewer/Water	X	
Hot Water	X	
Trash	X	
Other <u>Recycling</u>	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  
39 Landlord's agent. The deposit, less any amounts 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(4). 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 do 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 or not those damages or defects have been repaired. 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 prior to 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 134, 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 earnest 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)**  
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: \_\_\_\_\_ (date) Signature: \_\_\_\_\_ (date)  
82 Print Name: \_\_\_\_\_ (date) Print Name: \_\_\_\_\_ (date)





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

83 **POSSESSION AND ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's  
84 property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be  
85 considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if the Tenant vacates before the last day of the  
86 tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails  
87 the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing, if Tenant vacates the Premises after the last day of the tenancy,  
88 surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or  
89 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  
90 costs of re-renting, toward Tenant's obligations under this Agreement. Tenant shall remain liable for any deficiency. If Tenant is absent from the Premises for two (2) successive  
91 weeks without notifying Landlord in writing of this absence, Landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

92 **ABANDONED PROPERTY:** If Tenant vacates or is evicted from the premises and leaves personal property, Landlord may presume, in the absence of a written agreement  
93 between the Landlord and Tenant to the contrary, that the Tenant has abandoned the personal property and Landlord may dispose of it in any manner that the Landlord,  
94 in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from  
95 the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons  
96 a manufactured or mobile home or a titled vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice of intent to dispose of  
97 property by personal service, regular mail, or certified mail to Tenant's last known address, prior to disposal.

98 **USE OF PREMISES AND GUESTS:** Tenant shall use the Premises for residential purposes only. Operating a business or providing child care for children not listed as  
99 occupants in this Agreement is prohibited. Neither party may: (1) make or knowingly permit use of the Premises for any unlawful purpose; (2) engage in activities which  
100 unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and  
101 extended insurance policy. Tenant may have guests residing temporarily in Premises if their presence does not interfere with the quiet use and enjoyment of other tenants  
102 and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two (2) weeks without written consent of  
103 Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect of the Premises, building, or development in which it  
104 is located, that is caused by the negligence or improper use by Tenant or Tenant's guests and invitees.

105 **NON-LIABILITY OF LANDLORD:** Landlord, except for his negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from the  
106 following: (a) theft, burglary, or other criminal acts committed by a third party in or about the premises; (b) delay or interruption in any service from any cause whatsoever;  
107 (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever; (d) injury or damages caused by bursting or leaking pipes or back up of sewer drains and  
108 pipes; (e) disrepair or malfunction of the Premises, appliances, and/or equipment unless Landlord was provided with prior written notice of the problem. Tenant  
109 holds Landlord harmless from any claims or damages resulting from the acts or omissions of Tenant, Tenant's guests or invitees, and any third parties, including other tenants.

110 **CRIMINAL ACTIVITY PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee, shall not engage in or allow others to engage in any criminal activity,  
111 including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without  
112 giving Tenant an opportunity to remedy the default, upon notice requiring Tenant to vacate on or before a date at least five (5) days after the giving of the notice, if  
113 Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any of the following: (a) criminal activity  
114 that threatens the health or safety of, or right to peaceful enjoyment of the Premises by, other tenants; (b) criminal activity that threatens the health or safety of, or  
115 right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; (c) criminal activity that threatens the health or safety of  
116 Landlord or an agent or employee of Landlord; (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near  
117 the Premises. The above does not apply to a Tenant who is the victim, as defined in Wis. Stat. § 880.02(4), of the criminal activity. It is not necessary that there have  
118 been an arrest or conviction for the criminal activity or drug-related criminal activity.

119 **DANGEROUS ITEMS AND ACTIVITIES PROHIBITED:** Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the property the  
120 following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air pellet or BB guns/rifles,  
121 explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the  
122 prior written consent of Landlord.

123 **MAINTENANCE:** Pursuant to Wis. Stat. § 704.07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building  
124 and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under tenant's control in a clean manner and in as good of  
125 a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter or  
126 redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display  
127 anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules or unless  
128 Landlord has granted specific written approval. Landlord shall keep heating equipment in a safe and operable condition. Whoever party is obligated to provide heat for  
129 the Premises they shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located.

130 **NO MODIFICATIONS TO PREMISES:** Tenant may not make any modifications to the Premises without the prior written consent of Landlord. Modifications include,  
131 but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, building of any additions, or any  
132 modifications that would be attached to the ceiling, floor or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings or related items  
133 within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said  
134 costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

135 **BREACH AND TERMINATION:** Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail  
136 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  
137 Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated  
138 and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given  
139 such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other  
140 covenant or condition of Tenant's lease, this lease may be terminated if Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving  
141 of the notice as provided in Wis. Stat. § 704.17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.17(3m), 704.17(2)(c), and 704.18(3).  
142 These provisions shall apply to any lease for a specific term and do not apply to a month to month tenancy. If Landlord commits a breach, Tenant has all rights, and remedies  
143 as set forth under the law, including Wis. Stats. §§ 704.07(4) and 704.45, and Wis. Admin. Code § ATCP 134.

144 **RESPONSIBILITY FOR UTILITIES:** Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent.  
145 Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent.  
146 **RENT:** All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent."  
147 **REPAIRS:** Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion,  
148 will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond  
149 Landlord's control. Landlord shall give timely notice of any delay to Tenant.

150 **CODE VIOLATIONS AND ADVERSE CONDITIONS:** There are no code violations or other conditions affecting habitability of the Premises unless indicated otherwise in writing.  
151 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:**

152 1. As provided in Wis. Stat. § 108.50 (5m) (grr), a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the  
153 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  
154 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  
155 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  
156 invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.  
157 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  
158 in Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.  
159 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.

160 **DAMAGE BY CASUALTY:** If the Premises are damaged by fire or other casualty to a degree which renders them untenantable, Tenant may terminate this Agreement  
161 or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to its condition prior to the casualty. Landlord shall have the option  
162 to repair the Premises, and if repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable,  
163 Landlord shall repair the damages as soon as reasonably possible.

164 **ENTRY BY LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance  
165 notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter  
166 without advance notice when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building  
167 from damage. Neither party shall add or change locks without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

168 **EXTERMINATION COSTS:** Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and  
169 which are the result of the Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure  
170 to remove garbage and waste, and/or improper use of the Premises.

171 **RULES:** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which it is located. Any failure by the Tenant to  
172 substantially comply with the rules will be a breach of this Agreement and may result in the eviction of the Tenant. Landlord may amend the rules to provide for newly  
173 added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendments may unreasonably interfere with Tenant's  
174 use and enjoyment of the Premises or the property of which it is part. A copy of the rules, if applicable, have been given to Tenant at the time of application and at the  
175 time of the signing of this Agreement.

176 **CONTINUATION OF AGREEMENT:** If Tenant continues to occupy the Premises after the expiration of this Agreement and makes a timely payment of rent, which is  
177 accepted by Landlord, Tenant shall be under a month to month tenancy with the same terms and conditions of the original rental agreement unless other arrangements  
178 have been made in writing.

179 **ASSIGNMENT OR SUBLEASE:** Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.

180 **MODIFICATIONS AND TERMINATION:** This Agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this  
181 Agreement and enter into a new Agreement instead of renewing it, assigning it, or subleasing the Premises.

182 **SEVERABILITY OF RENTAL AGREEMENT PROVISIONS:** The provisions of this rental agreement are severable. If any provision of this rental agreement is found to  
183 be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

184 **NON-WAIVER:** Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary  
185 and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed,  
186 is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

Wisconsin Legal Blank Co., Inc. • 749 N. 37<sup>th</sup> Street • Milwaukee, WI 53208 • 800-890-6880 • www.wilegblank.com





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

Phillip Steeman 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

3/1/10 - Drafted by Attorney Tristan R. Pettit of Petrie & Stocking 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?





# Non-Standard Rental Provisions

Form 984 Nonstandard Rental Provisions

Wisconsin Legal Blank Co., Inc.  
Milwaukee, Wisconsin  
Page 1 of 2

<b>NONSTANDARD RENTAL PROVISIONS</b>	The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your Landlord may assess and withhold from your security deposit.
--------------------------------------	--

Name of Tenant(s): John Smith Jane Smith  
Joseph Smith Julie Smith  
 Address of Premises: 1234 Wallaby Way Sydney, WI 54551  
(Street) (City, State, Zip)

- Note:** Landlord may strike (x) any provisions that are not applicable and/or add any additional provisions as needed.
1. 1 **LATE FEE:** A late fee of \$ 100.00 will be charged as set forth in the rental agreement upon all late rental  
 2 payments. These fees may be deducted from Tenant's security deposit.
  2. 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient  
 4 funds or for any other reason, Tenant will be charged a fee of \$ 25.00 per occurrence. If Landlord incurs  
 5 any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other  
 6 reason, Tenant will also be charged the actual costs incurred by Landlord as a result. These fees and costs may  
 7 be deducted from Tenant's security deposit.
  3. 8 **GARBAGE/TRASH REMOVAL:** If Tenant leaves garbage or trash in hallway, outside of door of unit, or in any  
 9 other common area of building or grounds which is not designated for the deposit of garbage or trash, Tenant will  
 10 be charged a fee of \$ \_\_\_\_\_ plus the actual costs incurred by Landlord to remove the garbage or trash. These  
 11 fees and costs may be deducted from Tenant's security deposit.
  4. 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the Tenant's responsibility to separate all recyclable  
 13 materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to  
 14 separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of  
 15 \$ \_\_\_\_\_ for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables.  
 16 These fees and costs may be deducted from Tenant's security deposit.
  5. 17 **LAWN MOWING/SNOW REMOVAL:** If Tenant fails to mow the lawn and/or remove snow from sidewalks or other  
 18 designated areas within a reasonable time period, Tenant will be charged a fee of \$ \_\_\_\_\_ plus the actual costs  
 19 incurred by Landlord to complete the above. Tenant will also be responsible for payment of any municipal fines  
 20 or other costs imposed on Landlord due to Tenant's failure to comply with law or local ordinances regarding lawn  
 21 mowing and/or snow removal. These fees and costs may be deducted from Tenant's security deposit.
  6. 22 **PARKING:** Tenant may park his/her vehicle in the designated area or space as set forth in the rental agreement.  
 23 If Tenant parks his/her vehicle anywhere other than the designated area or space Tenant will be charged a fee  
 24 of \$ \_\_\_\_\_ for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles  
 25 in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged  
 26 to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being  
 27 charged the above-mentioned fees. These fees may be deducted from Tenant's security deposit.
  7. 28 **FAILURE TO PERMIT ACCESS TO UNIT:** If Tenant fails to permit access to unit after Landlord has properly  
 29 complied with all notice provisions set forth in Wis. Stat. ch. 704 and Wis. Admin. Code § ATCP 134, Tenant will  
 30 be charged a fee of \$ \_\_\_\_\_ for each occurrence. Tenant will also be charged for any damages and/or costs  
 31 incurred by Landlord as a result of Tenant's failure to allow access to unit. These fees and costs may be deducted  
 32 from Tenant's security deposit.
  8. 33 **RETURN OF KEYS/GARAGE DOOR OPENER:** If Tenant fails to return all keys including, but not limited to,  
 34 mailbox, laundry, and storage keys, as well as garage door openers upon vacating, Tenant will be charged  
 35 a fee of \$ \_\_\_\_\_. These fees may be deducted from Tenant's security deposit.
  9. 36 **DAMAGE, WASTE OR NEGLECT:** Tenant is responsible for any damage, waste or neglect to the Premises  
 37 including but not limited to the: building, grounds upon which the building sits, rental unit, and any common  
 38 areas. The Premises should be left in the same condition that it was received less any normal wear and tear.  
 39 If there is any damage, waste or neglect to the Premises, Tenant will be charged the actual costs incurred by  
 40 Landlord up to \$ \_\_\_\_\_ per hour plus the costs of any materials. These fees and costs may be deducted from  
 41 Tenant's security deposit.
  10. 42 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the prior written  
 43 consent of Landlord. If Tenant makes modifications to unit without the prior written consent of Landlord then  
 44 Tenant will be charged the actual costs to return the unit to its original condition. These costs may be deducted  
 45 from Tenant's security deposit.





Module F: RENTAL AGREEMENTS—MOVING IN, MOVING ON

Name of Tenant(s): John Smith Jane Smith
Joseph Smith Julie Smith

- 11. 46 REMOVAL OF ABANDONED PROPERTY: If Tenant leaves behind any personal property after vacating or if 47 Tenant's personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant 48 will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant's personal property. 49 These fees and costs may be deducted from Tenant's security deposit.
12. 50 RE-RENTAL COSTS: If Tenant vacates the unit without proper notice or is removed from the property for failure 51 to pay rent or any other breach of rental agreement, Tenant will be responsible for all charges permitted under 52 Wis. Stat. § 704.29 including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for 53 which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord's duty to 54 mitigate. These charges may be deducted from Tenant's security deposit.
13. 55 FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE: If Tenant remains in possession of the premises 56 without the consent of Landlord after expiration of lease or termination of tenancy by notice given by either 57 Landlord or Tenant, or after termination by valid agreement of the parties, Tenant shall be liable for any damages 58 suffered by Landlord because of Tenant's failure to vacate within the time required. In absence of proof of greater 59 damages, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the 60 time Tenant remains in possession. Should Tenant's hold over result in the loss of any portion of rent by Landlord, 61 Tenant shall be responsible for any lost rent. These charges may be deducted from Tenant's security deposit.
14. 62 RENTAL PROMOTION/CONCESSION: If Tenant vacates the rental unit prior to the end of the rental term, is 63 evicted prior to the end of the rental term, or if Tenant's tenancy is terminated for any reason prior to the end 64 of the rental term, Tenant will forfeit any rent promotion/concession received. Any forfeited rent promotion/ 65 concession will be treated as unpaid rent and will immediately become due and payable by Tenant. Any forfeited 66 rent promotion/concession may be deducted from Tenant's security deposit.

15. 67
68
69
16. 70
71
72

73 Tenant acknowledges that Landlord or Landlord's agent has specifically identified each nonstandard rental provision 74 with Tenant prior to entering into a rental agreement.

75 Date: 8/10/2016
76 Phillip Shorman John Smith
Owner/Agent of Owner Signature Tenant Signature
77 Jane Smith
78 Tenant Signature
Tenant Signature

79 When To Use: A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's 80 security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed 81 by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was 82 provided by a government-owned utility, to the extent that the landlord becomes liable for tenant's nonpayment; (e) unpaid monthly 83 municipal permit fees assessed against the tenant by a local unit of government under Wis. Stat. § 66.0435(3), to the extent that 84 the landlord becomes liable for the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant(s) 85 prior to entering into a rental agreement with the tenant. When tenant initials each nonstandard rental provision and tenant(s) signs 86 at the end of document, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and 87 that the tenant has agreed to it.
88 Wis. Stat. § 704.28(2).

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## Rental Agreement Language (Matching Format)

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

- |                                |    |   |
|--------------------------------|----|---|
| _____ Check in/Check out form  | A. | 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               | B. | possession of property, such as a dwelling unit, as a tenant.   |
| _____ Intent to Vacate         | C. | 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 prepared rent. |
| _____ Month to Month Agreement | D. | 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     | E. | the damage that occurs during a tenancy that is not the result of the tenant's misuse of the property.  |
| _____ Rental Agreement         | F. | money a landlord takes out of tenant's security deposit to cover damages or money owed.   |
| _____ Security Deposit         | G. | 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                  | H. | a rental agreement for a month-to-month tenancy.  |







## Moving On Quiz

1. There is no need to give notice before moving out.  
 True     False
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     False
3. Landlords can wait to return security deposits until it is convenient for them.  
 True     False
4. When a tenant moves out, landlords are allowed to deduct for normal wear and tear.  
 True     False
5. If you need to move out early, your security deposit can serve as your last month's rent.  
 True     False
6. Rental Agreements with a fixed term, end unless the landlord or tenant makes arrangements to continue the agreement.  
 True     False
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     False
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     False
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     False
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.  
 True     False





## Security Deposit Deduction Letter

### Sunrise Apartments

January 15, 2017

Jill Nelson  
Apartment 201  
Sunrise Circle  
Somewhere, WI 55555

Dear Ms. Nelson:

Enclosed please find a check for \$295. This is the balance of your security deposit of \$650, after the following expenses were deducted:

1. Cleaned stove top and replace burner drip pans that couldn't be cleaned _____	\$25.00
2. Unpaid water bill for December _____	\$50.00
3. Replaced cracked glass in west window of south bedroom _____	\$125.00
4. Removal of trash left on property including TV monitor, paint cans and garbage _____	\$155.00
<b>TOTAL DEDUCTIONS _____</b>	<b>\$355.00</b>

Enclosed you will find copies of the receipts for the cleaning service, drip pans, water bill, window repair and trash removal. I have also included pictures of the stove, broken window and trash left behind.

We appreciated your tenancy and wish you well in the future.

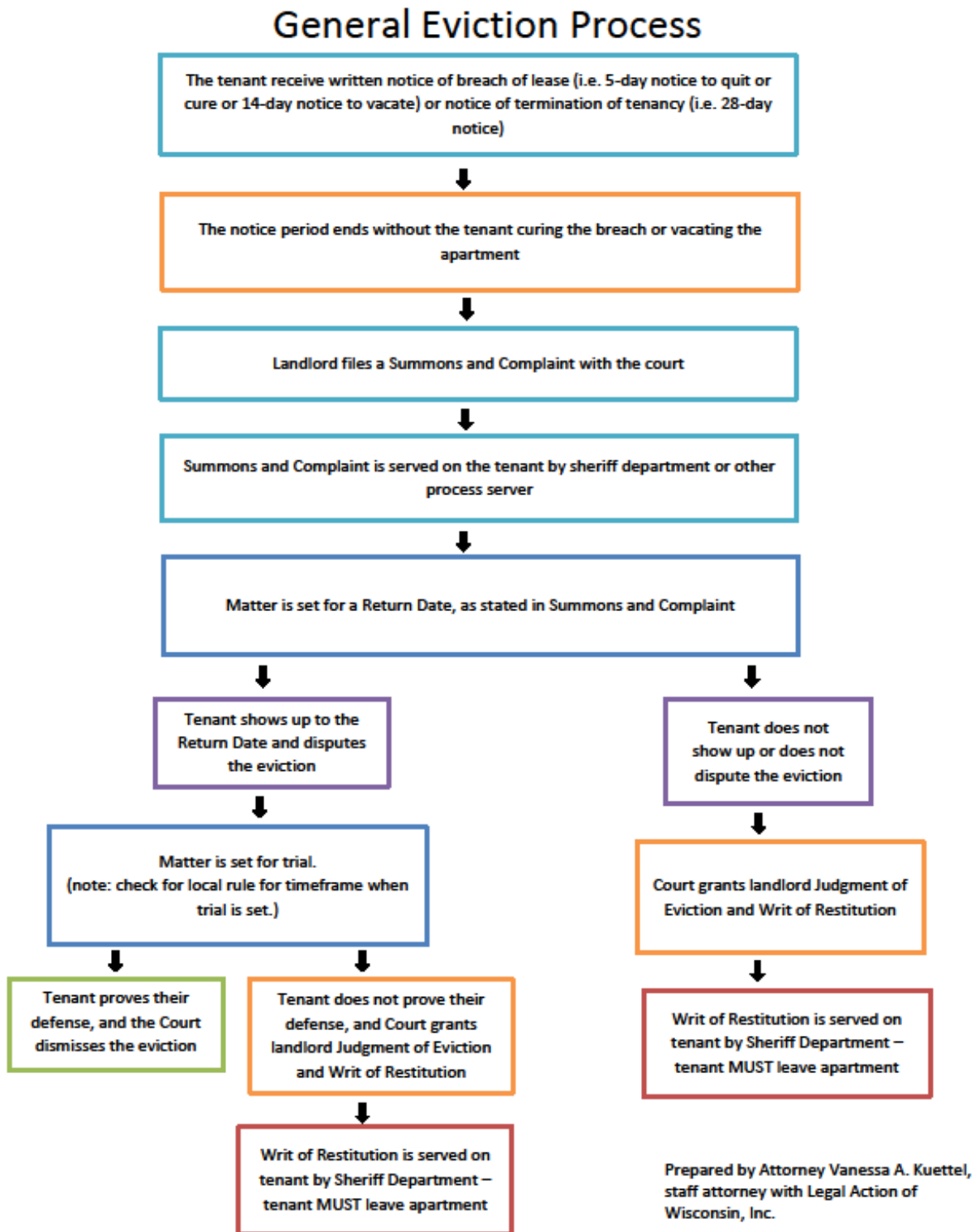
Sincerely,

Jane Smith  
Sunrise Apartments  
1111 Eastview Blvd.  
Somewhere, WI 55555





## General Eviction Process Chart





## 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                    | 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. |
| _____ Joint and Several Liability | C. written notice given to terminate a month to month tenancy.   |
| _____ Return Date                 | D. to fix or take substantial steps to fix a violation of the rental agreement e.g. pay rent.  |
| _____ Self-help Eviction          | E. the court process required to remove a tenant who has materially violated the rental agreement.   |
| _____ Summons and Complaint       | 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.   |
| _____ 5 Day Notice                | G. piece of paper landlord completes when he/she files for an eviction with the court.   |
| _____ Writ of Restitution         | H. the date and time listed on the Summons and Complaint.  |
| _____ Cure                        | I. if tenant disputes at return date, the matter is set for a trial.   |
| _____ 14 Day Notice               | 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.  |
| _____ Eviction Trial              | 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

