

Landlord-tenant relations in Wisconsin are regulated by Wis. Stat. ch. 704, and by Wis. Adm. Code ch. ATCP 134. In addition, Wis. Adm. Code ch., ATCP 125 further regulates manufactured home community operator-tenant relations.

As a tenant in Wisconsin, to avoid problems, it is important to understand your rights and responsibilities.

### **What you should know before you rent**

Before entering into a rental agreement with a prospective tenant or accepting any earnest money or security deposit, landlords should disclose any building or housing code violation to which all of the following apply: the landlord has actual knowledge of the violation; the violation affects the dwelling unit that you will be renting or a common area of the premises; the violation presents a significant threat to your health or safety; and the violation has not been corrected, Wis. Adm. Code s. ATCP 134.04(2).

Landlords must also disclose, Wis. Adm. Code s. ATCP 134.04(3):

- If you are required to pay utilities.
- How utility charges will be divided if the dwelling is one of several not individually metered.

If a security deposit is required, you have 7 days after the start of tenancy to inspect the premises and notify the landlord of the defects by returning a completed information check-in sheet. Wis. Stat. s. 704.08 and Wis. Adm. Code s. ATCP 134.06(1)(a). Be sure to keep a copy for your own records. When conducting the inspection, take along a flashlight, light bulb, hairdryer, pen, and the check-in sheet:

- Turn on each light switch to see if it works.
- Check outlets (use hairdryer) and sockets (use light bulb) – defects could cause fires.
- Turn on sink and bathtub faucets – check for leaks, proper drainage and water temperature.
- Flush toilets – check for leaks.

- Look for smoke detectors.
- Check ceilings and walls for cracks and water stains.
- Are there deadbolts on apartment and exterior doors?
- Push on the windows – are they secure? Are latches in good working order?
- Check for window storms and screens.
- Check the condition of the furnace. Even in summer, turn up the thermostat to make sure it actually works.
- Look at the water heater to see if it is leaking.

Promises to repair made by a landlord before the initial rental agreement should be provided to you in writing, including a completion date, Wis. Adm. Code s. ATCP 134.07.

Rental agreements are not required to be in writing. However, if there is a written rental agreement, the landlord should give you an opportunity to review it before you decide to rent. A copy should be provided to you when you sign it, Wis. Adm. Code s. ATCP 134.03(1).

If an earnest money deposit is required with your rental application, the landlord must return the entire deposit by the end of the next business day if your application is rejected, Wis. Adm. Code s. ATCP 134.05(2). If you are approved as a tenant and for some reason you decide not to rent, the landlord may withhold from your deposit actual costs or damages, Wis. Adm. Code s. ATCP 134.05(3).

Landlords may not advertise or rent condemned property, Wis. Adm. Code s. ATCP 134.09(1).

### **What you should know while renting**

At the start of a tenancy, the landlord must provide you with the name and address of a person who can be readily contacted regarding maintenance problems, unless the owner lives in the building, and the building has no more than 4 dwelling units, Wis. Adm. Code s. ATCP 134.04(1).

The landlord is responsible for making any repairs that are necessary to comply with local housing codes and to keep the premises safe, Wis. Stat. s. 704.07. If the landlord refuses to repair major building defects, you may report the defect to your local building or health inspector. The landlord may not retaliate by evicting you, Wis. Adm. Code s. ATCP 134.09(5).

Unless otherwise agreed, tenants are usually responsible for routine minor repairs. You are also required to comply with any maintenance and sanitation requirements imposed on tenants by local housing codes. You are financially responsible for any damages that you or your guests have caused, Wis. Stat. s. 704.07(3).

A landlord has the right to inspect, repair, and show the dwelling unit at reasonable times, Wis. Stat. s. 704.05. Except for emergency situations, the landlord may enter only after a 12-hour advance notice unless you allow entry on shorter notice or agreed to a different timeline in the rental agreement, Wis. Adm. Code s. ATCP 134.09(2)(a)2.

There are no state laws limiting the amount of a rent increase.

### **What you should know about terminating a tenancy**

If you are renting by the month, the landlord may terminate the rental agreement by giving you a written termination notice at least 28 days before the next rent due date. You must use the same procedure in notifying the landlord of your intent to terminate the rental agreement, Wis. Stat. s. 704.19(3). Tenants may deliver the written notice in person or by certified or registered mail, Wis. Stat. s. 704.21(2).

A six-month or one year lease usually terminates automatically at the end of the lease, unless the rental agreement specifies otherwise. If the lease provides that it will be automatically renewed or extended unless you give advance notice of termination, the landlord must

“remind” you of the provision at least 15- 30 days in advance of the notice deadline, Wis. Stat. s. 704.15. Otherwise, the landlord may not attempt to enforce the automatic renewal, Wis. Adm. Code s. ATCP 134.09(3).

If you “break” a lease by moving out early, you may be obligated to pay for the remainder of the term unless another suitable tenant is found. However, the landlord must make reasonable efforts to mitigate your damages by trying to find a substitute tenant, Wis. Stat. s. 704.29.

If you are moving out at the end of your lease, the landlord must return your security deposit, less any amounts that may be withheld, within 21 days after you move out. If you move out before the end of your lease, the landlord has 21 days to return your security deposit from either the last day of your lease or the date a new tenant moves in, whichever comes first. The landlord may deduct from your security deposit for unpaid rent or damage caused by you or your guests, deductions can also be made for your utility bills paid by the landlord, Wis. Stat. 704.28 and Wis. Adm. Code s. ATCP 134.06(2).

While a lease may include a provision requiring the tenant to pay for routine painting or carpet cleaning, the cost for routine carpet cleaning may not be withheld from your security deposit or collected by the landlord in advance, as advance payments in excess of one month’s rent must be treated as “security deposit” which cannot be withheld for normal wear and tear, Wis. Adm. Code s. ATCP 134.06(3)(c) & ATCP 134.02(11).

If there are any deductions from the security deposit, the landlord must furnish you with a written statement itemizing the amounts withheld, Wis. Adm. Code s. ATCP 134.06(4).

State law does not require payment of interest on security deposits.

# Tenants' Rights and Responsibilities

## Risk of eviction

Tenants who pay partial rent, no rent, or late rent (even one day late) put themselves at risk of having their tenancy terminated and possible eviction, as do tenants who break the rules or terms of the rental agreement or cause damage, Wis. Stat. s. 704.17.

## Termination – Nonpayment or breach of lease, Wis. Stat. s. 704.17

Tenants may be given either a written 5-day or 14-day notice to vacate the property.

- 5-day "cure" Notice. This written notice from the landlord gives the tenant five days to cure or move out within five days. If the tenant cures, the tenancy continues.
- 14-day Notice. This written notice specifies that the tenancy has ended because the tenant failed to pay the rent, broke the agreement, or damaged the property. This notice does not offer the option of paying the rent or correcting the breach.

For month-to-month tenancies, a landlord may serve a 14-day Notice for either rent non-payment or for damage/lease breach, without first serving a 5-day Notice to cure.

For tenants on a lease, the landlord must first provide a 5-day "cure" Notice and option to cure; if the tenant pays and is then late with rent again within 12 months, the landlord may then serve a 14-day notice with no option to cure.

If you refuse to leave the premises after your tenancy has been terminated, the landlord may start an eviction action against you in Small Claims Court. You will be served a summons. This is your notice to appear in court, but it does not mean you are evicted. In court, the judge asks you and the landlord to explain your sides and then will make a decision about your eviction. If you receive a summons for eviction, seek the help of a legal aid service (look up LEGAL AID in the yellow pages of your phone book), consult with a private attorney or call the State Bar of Wisconsin Lawyer Referral Service at: (800) 362-9082 or (608) 257-4666, Wis. Stat. s. 799.

## Removal from premises

The landlord may not confiscate your personal belongings, turn off your utilities, lock you out of your apartment, or use force to remove you, Wis. Adm. Code s. ATCP 134.09(4) and (7).

If the small claims court judge rules in the landlord's favor, the judge may issue a court order requiring you to leave the property. If you do not, the county sheriff may remove you and your belongings from the premises. These steps may only be taken **after** the small claims court hearing and **after the judge orders** the eviction. If the court determines that you have wrongfully overstayed, the landlord could be awarded twice the amount of rent, prorated on a daily basis, for each day you unlawfully occupy the premises, Wis. Stat. s. 704.27.

## Unhealthy & unsafe conditions

Sometimes rental units become unhealthy, unsafe, or unlivable due to a landlord's failure to maintain the property.

If conditions are so bad that tenants feel they can no longer safely live in a rental unit, a lawyer should be contacted before the tenants officially move out to help prevent further financial obligation to the landlord.

If you do not have a lawyer, you can contact:

## Statewide Lawyer Referral and Information Services

1-800-362-9082

[www.legalexplorer.com](http://www.legalexplorer.com)

## If a problem develops

If a problem develops between you and your landlord, information and assistance may be available from various local groups and agencies, including housing code officials, landlord and tenant associations, and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

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If a landlord violates Wis. Adm. Code ch. ATCP 134, for example, by refusing to return or account for your security deposit, you may be able to start an action in Small Claims Court. Wis. Stat. s. 100.20(5) enables you to recover twice the amount of any actual monetary loss, together with court costs and reasonable attorney fees if the court awards them.

## Wisconsin Department of Agriculture, Trade and Consumer Protection

*Bureau of Consumer Protection*  
2811 Agriculture Drive, PO Box 8911  
Madison, WI 53708-8911

Email: [DATCPHotline@wi.gov](mailto:DATCPHotline@wi.gov)

Website: [datcp.wi.gov](http://datcp.wi.gov)

(800) 422-7128 TTY: (608) 224-5058

LT-TenantsRights143 (rev 9/19)

