



Helpful information for renters

Whether this is your first rental experience or you have rented before, you can find useful information about rental rights and responsibilities in this guide. Note that rental law varies between states and that this guide is only for Wisconsin.

Rental agreements

A rental agreement is a contract in which a Lessor/Landlord agrees to rent a property to a Lessee/Tenant for a certain amount of time and for a specified price. The most common types of rental agreements are year-long and month-to-month. With a year lease, both the tenant and the landlord agree that the tenant will rent the property for a full year, and this is an important obligation for both parties. With a month-to-month rental agreement, either the tenant or the landlord can choose to end the tenancy as long as they give the other party a month's notice.

Proper notice

In a month-to-month rental agreement, tenants are required to give at least one month's written notice before moving out. The notice should include the tenant's name, address, date of move out, forwarding address, signature, and date. Move outs must occur at the end of the month. For example, a tenant might give notice on May 25 that she will be all moved out by June 30. That is a full month's notice with the move out occurring the last day of the month. It would not be proper notice for a tenant to give notice on May 15 that she will be all moved out by June 15. Even though that is 30 days' notice, it is not a full calendar month of notice.

Tenants on a year lease are free to move out at the end of their lease, but informing the landlord of this intention at least a month in advance is always helpful and appreciated.

Security deposits

A security deposit is an amount of money paid by a tenant to a landlord which the landlord holds while the tenant is renting the property. The security deposit is returned to the tenant within 21 days of the end of the tenancy less any deductions for damage or unpaid rent or fees. In order for anything other than unpaid rent, utilities, and damages, to be deducted from the security deposit, the charges must be authorized in a document called NONSTANDARD RENTAL PROVISIONS. The tenant is required to initial each item in this document indicating that he or she understands that being charged is possible and that it could come out of the security deposit. Common NONSTANDARD RENTAL PROVISIONS include fees for late rent and fines for violating the rental agreement (for example a fine for smoking in a no-smoking unit).

The law requires that security deposit return checks must be written out to all leaseholders. If there is more than one person who signed the lease and they all decide that they want the security deposit check made out a different way (e.g. to just one person), then they should put that request in writing with the signatures of all leaseholders and give it to the landlord.

Lease violation notices

There are several types of notices that landlords give to tenants who violate the rental agreement. The first type of notice is a 5 Day Notice which provides the tenant five days (not including Sundays or holidays) to fix the problem. There are two categories of lease violation for which a 5 Day Notice might be issued: (1) not paying the rent and (2) any other serious violation of the rental agreement. A serious breach of the rental agreement other than not paying rent might be smoking in a no-smoking unit, getting a pet at a place that does not allow pets, allowing someone who is not listed on the lease to move into the unit, and so on.

Rental law requires that if a tenant is in a year lease with a landlord and violates the rental agreement, the landlord must issue a 5 Day Notice giving the tenant a chance to correct the problem or move out. (Note that choosing to move out does not relieve the tenant of his or her responsibilities under the rental agreement. The tenant must still pay rent for the unit while the landlord tries to re-rent it. See the “breaking a lease” section.) If the tenant corrects the problem but commits the same type of lease violation within the next 12 months, the landlord may choose to issue a 14 Day Notice which requires the tenant to move out by the deadline whether the tenant corrects the problem or not. If the tenant commits a lease violation of the other type within the next 12 months, the landlord must issue another 5 Day Notice.

Example: Tenant doesn't pay rent in February and landlord issues a 5 Day Notice.

Tenant corrects the notice, but then doesn't pay rent in April. Landlord may choose to issue a 14 Day Notice OR another 5 Day Notice.

Example: Tenant doesn't pay rent in February and landlord issues a 5 Day Notice.

Tenant corrects in. In April, the tenant commits a lease violation other than paying late rent, for example getting a pet when the lease prohibits pets. The landlord must issue another 5 Day Notice. If the tenant then breaks the lease in any way in May, the landlord can choose to issue a non-correctable 14 Day Notice.

NOTE: These examples are only for someone in a one year lease. Residential leases longer than a year are rare and have different rules for giving notices. For month-to-month leases, landlords have the option to issue a 14 Day Notice the first time the rental agreement is violated. Landlords can also choose to issue non-renewal notices to tenants in a month-to-month rental agreement.

Non-renewal

With a month-to-month rental agreement, either the tenant or the landlord can choose to end the tenancy as long as they give the other party a month's notice. (See the “proper notice” section to learn how tenants give notice of moving out.) This means that a landlord can choose at any point to issue a non-renewal notice, also known as a 28 Day Notice, to a tenant with a month-to-month rental agreement. A non-renewal notice is not the same as an eviction. If the tenant does not move out by the deadline required by the non-renewal, however, an eviction action may be filed. Just like when tenants who move out are not required to give their landlords a reason, landlords are not required by law to tell a tenant why they chose to not renew the rental agreement. Most landlords will talk with the tenant about why the non-renewal was issued if the tenant asks, however. Year leases are also subject to non-renewal. That is, tenants and landlords both have the right to end the tenancy at the end of a year lease.

Eviction

If a tenant does not move out by the deadline required in a 14 Day Notice or non-renewal, then a landlord can file for eviction. A landlord can also file for eviction if a tenant is issued a 5 Day Notice and neither corrects the problem nor moves out within the required time frame. In small claims court a judge or court commissioner decides whether the eviction should be granted. If an eviction is granted, the sheriff will ensure that the person moves out. Generally,

money damages will also be awarded to the landlord for expenses such as lost rent and the costs of serving legal papers and filing in small claims court.

Evictions and money judgments can follow a tenant for a long time because they are entered into the Wisconsin Circuit Court Access webpage which many landlords check when screening rental applications. Also landlords may choose to pursue collection of money judgments through means such as garnishment of wages.

Joint and several liability

Joint and several liability, common in rental agreements, means that each tenant is responsible for fulfilling the obligations of the rental agreement including paying the full rent amount. If two roommates move into an apartment that costs \$600 per month, both roommates are responsible for the entire rent amount rather than each roommate being responsible for only \$300. The landlord will expect to receive \$600 per month, and it is up to the tenants to figure out how to make sure the landlord will receive the \$600 when it is due. If rent is not paid in full, the landlord can choose to pursue eviction for both tenants or either one of them.

This is important to consider when renters are choosing who to move in with. A person should feel confident that their chosen roommate is responsible and will not do anything to jeopardize their housing including not being able to contribute to the cost of rent. Remember, signing a lease with someone else does not mean a person is only responsible for a portion of the rent. The leaseholders are all responsible for the entire rent amount, security deposit amount, and following all lease rules.

Breaking a lease

Breaking a lease is a serious matter. Sometimes tenants and landlords are able to come to mutually agreeable terms in which to end a lease early. Often, however, tenants who wish to move out before their lease is over must break their lease. The landlord is required to make efforts to re-rent the unit (which is called "mitigating damages"), but the tenant is still required to pay rent until the landlord re-rents the unit. A negative consequence of breaking a lease is that the tenant will probably not have a good rental reference from that landlord.

Neighbors

Most renters live in a building where there is at least one other apartment. It's a good idea for a new tenant to introduce him- or herself to neighbors. Respect and cooperation are key for good neighbor relations.

