

Tenant & Landlord Rights and Responsibilities

Madison General Ordinance 32.06(2) Housing Committee Approval

Rental Laws & Regulations

This booklet document provides information about your rights and responsibilities for as a tenants and or landlords in the City of Madison. The numbers throughout in the text refer to statutes, regulations or ordinances that are the source of the specific piece of information and. These are listed below. This pamphlet is not meant to be legal advice. Citations are for guidance and may not apply to your situation. If you have a specific legal question, you should consult an attorney or. You may also check with one of the groups or agencies listed.

Rental Laws & Regulations References

Citations are for guidance and may not apply to your situation. Check with an attorney or one of the groups or agencies listed.

✓—Wisconsin Statutes, (Wis. Stats.) Chapters 704 (Tenant/Landlord), 710 (Mobile Homes)

✓ Wis. Stats., Chapter 799 (Small Claims)

Formatted: Indent: Left: 0.5", No bullets or numbering

- ✓ Department of Agriculture, Trade and Consumer Protection Regulations (ATCP), Chapter 134 (Residential Rental) & 125 (Mobile Homes)
- ✓ Madison General Ordinances (MGO), Chapters 32 (Tenant/Landlord).
- ✓ MGO, Chapter 27 (Minimum Housing Code), and

MGO, Chapter 39 (Relates to hHousing Ddiscrimination)

✓ Dane County Ordinances Chapter 31 (Housing Discrimination)

Formatted: Indent: Left: 0.25", No bullets or numbering

Formatted: Highlight

1

General Tips for Avoiding Rental Problems

- Keep a rental file which includes. The file should include the lease, addendums, check-in/out forms, copies of letters/emails/texts to and from your landlord, housing inspection reports, notices to enter, and any documentation you have of repairs or security deposit problems. Request and keep a receipt for rent payments or pay by check.
- ✓ Keep notes/phone log with dates and names of any contacts with the landlord regarding problems.
- ✓ Get or put promises from the landlord in writing.
- ✓ Contact your landlord when a problem arises.

Tenant Responsibilities

- ✓ Be aware of the terms of the lease and follow those terms.
- ✓ Pay rent on time.
- ✓ Maintain the apartment; kKeep it the apartment in a clean, proper, and sanitary condition.
- ✓ Notify the landlord as soon as possible when a repair is needed.
- ✓ Repair or pay for the repair of damages <u>caused by negligence or improper use.</u> for which you are responsible.

Application Process & / Discrimination

- ✓ If the landlord denies an application, they must give the tenant written reasons for the denial by the end of the third day after the denial, unless the tenant has indicated on the application that they do not wish to receive a written explanation. MGO 32.08(5)
- Provide accurate and complete information on your rental application. A landlord may not deny you housing because of your sex, race, religion, color, national origin or ancestry, age, handicap/disability, marital status, source of income (including Section 8), less than honorable discharge, physical appearance, sexual orientation, political beliefs, familial status, student status, refusal to disclose your social security number to the landlord, inclusion in a domestic partnership, status as a victim of domestic violence, genetic identity, citizenship status or or your arrest or conviction record (exceptions: convictions for offenses requiring sex offender registration and convictions for offenses related to tenancy, some time limits may apply, check the ordinance for further explanation), such as violence to others, disturbing neighbors, damage to property, or two or more offenses related to the sale of drugs within two years of conviction or release). MGO 39.03(4); 32.12(7) DCO 31.02
- A landlord may also not deny you housing based solely on your income if you can provide evidence that you have paid a similar amount in the past or of your current ability to pay. MGO 32.12(7)
- ✓ Your lease cannot be terminated prior to the end of a lease and yYou cannot be denied housing because you have applied for or currently receive Section 8, and your lease cannot be terminated early because you start receiving Seciton 8 assistance in the middle of your tenancy. You cannot be denied the right to apply for housing because you have applied for Section 8. MGO 32.12(14), (15) & 39.03(4).

Application Fees (Earnest Money)

✓ If you pay an application fee (deposit, or earnest money) and your application is rejected or you withdraw the application before approval, the landlord must return the money at the end of the next business day, within three business days. The fee also must be returned to you if you withdraw the application prior to approval. The landlord cannot hold your earnest money for more than three days unless you agree in writing to a longer time period not to exceed 21 days. If the application is approved, the money should be returned, or applied to rent or the security deposit. If your application is approved but you do not move in, then the landlord may keep part of the fee to pay for actual costs incurred; however, the landlord must mitigate their costs. ATCP 134.05, MGO 32.10 Wis. Stats. 704.29.

Formatted: Highlight

Formatted: Highlight

Formatted: Font: 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51"

The Landlord may require you to pay the actual cost of obtaining a consumer credit report, unless you provide one yourself. This fee can be no more than \$20, you must be notified of this charge prior to it being requested, and you must be provided a copy of the report. This fee is not an application fee, and is non-returnable. ATCP 134.05(4)

Formatted: Font: Bold

Copies of Rental Agreements & Receipts (PUT AFTER LEASES)

- ✓ You must be allowed to inspect the rental agreements and any rules and regulations that apply before you are asked to sign the agreement or pay any fees, and you must be given a copy at the time of agreement. when the agreement is entered. MGO 32.06(1), ATCP 134.03(1)
- ✓ The landlord is required to provide receipts for rent payments made in cash and for earnest money and, security deposits unless paid by check that has a with a notation with the on the purpose of the check. or any rent payments made in cash. ATCP 134.03(2)
- ✓ Any promise to clean, or for repair or make improvements must be in writing with a specific date of completion with a copy of the signed promise given to the tenant. The document shall specify the date by which the work shall be completed. MGO 32.09(1), (2), ATCP 134.07(2)

Rental Agreements (Leases)

Written rental agreements (often referred to as a lease). Once signed, the lease binds all parties... Unlike some consumer contracts... There is no "back-out period". To The only way to modify a written lease agreement... is if all parties must agree to the changes in writing. It is best to get that agreement in writing.

✓ Joint and Several Liability. MIany written leases t is customary for leases to require that each resident is responsible for meeting all the terms of the rental agreement even if the other residents do not do so. This is called "joint and several liability". Be careful in your roommate choices, you can be held responsible for their lease violations.

Other Types of Rental Agreements

Oral aAgreements. These are legal if for one year or less, but you may have trouble enforcing the terms of an oral agreement since it is your word against the landlord.

uUnless you have proof of the agreement. Write a letter to the landlord with your understanding of the agreement if you have trouble getting it in writing. Make sure to keep a copy... Wis. Stats. Sec. 704.03(1) Wis. Stats.

Periodic tenancies agreements (Ccommonly referred to as a-"month-to-month" leases)

are those where the). If your rental agreement doesn't specify beginning or end datesa
fixed period, and then you are a periodic tenant, with the "period" being the time interval
between the rent payments. i.e. If you pay each monthly, this is the period of your
agreement. Your right to occupy the apartment, as well as the amount of rent, The lease
can change after any period, if you are given sufficient written notice (generallyfor month
to month tenants -at least 28 days) prior to the next time rent is due. If you intend to
move out and have a month-to-month lease, you must provide official at least 28 days
written notice to legally terminate the agreement. Wis. Stats. See. 704.01(2), 704.19(3),
704.21(2) Wis, Stats.

Subletting and Breaking a Lease (put towards end of document)

Most leases require the permission of the landlord prior to subletting. If you sublet part of your apartment, or the entire apartment, you are still responsible for all terms of the original agreement, unless all parties (including the landlord) agree in writing to terminate the lease or change any other terms. Sublet agreements should always be put in writing. SeeWis. Stat., 704.09(1), Wis. Stats.

If you need to break your lease, and choose not to sublet, the landlord is responsible for finding a new tenant if you stop paying your rent. The landlord must take the same or similar actions to find a replacement as they did to find you. However, you will be responsible for the rent owed until a new tenant is found. Wis. Stat. 704.29

✓ The landlord must notify you if the property is in foreclosure. If the landlord fails to do so, the tenant has the choice to void the lease or you should be able to stay until the end of your lease, unless special circumstances apply. Wis. Stat. 704.35(1)&(2) The federal "Protecting Tenants at Foreclosure Act", Public Law 111-22 sec. 701 − 704 (2009),

Formatted: Strikethrough

Formatted: Bulleted + Level: 1 + Aligned at:

0.25" + Indent at: 0.5"

Formatted: Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51", Keep with next, Keep lines together

Formatted: Font: 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Not Bold
Formatted: Font: Not Bold

Formatted: Bulleted + Level: 1 + Aligned at:

0.26" + Indent at: 0.51"

Formatted: Font: Bold

Formatted: Highlight

Formatted: Font: 9.5 pt
Formatted: Font: Not Bold

Formatted: Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51", Keep with next, Keep lines together

Formatted: Font: Not Bold

Formatted: Font: Times New Roman, 12 pt
Formatted: List Paragraph, Bulleted + Level: 1
+ Aligned at: 0.26" + Indent at: 0.51"

Formatted: Font: Times New Roman, 12 pt
Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman

Formatted: Font: Not Bold
Formatted: Font: 12 pt, Not Bold

Formatted: Highlight
Formatted: Font: Bold

Formatted: Highlight
Formatted: Font: Bold, Highlight

applies to all foreclosure sales after the law was signed on May 20, 2009 until December 31, 2012.

Formatted: Highlight

Formatted: Font: Times New Roman, 12 pt,

Illegal Rental Agreement Clauses

The lease cannot:

- ✓ Require you to pay the landlord's attorney and legal fees, and costs if the landlord sues you. However, a A judge may order you to pay these fees for attorney fees and also pay court costs after thea trial. MGO 32.11(3)/ATCP 134.08(3)
- ✓ Allow your landlord to go to court as your representative and admit your guilt in the landlord's dispute with you. MGO 32.11(4), ATCP 134.08(4)
- Require you to pay rent before the date it is regularly due. MGO 32.11(2), ATCP 134.08(2)
- ✓ Waive the landlord's duty to deliver the rental unit in a fit or habitable condition and/or to maintain the premises during the tenancy. MGO 32.11(7), ATCP 134.08(7)
- ✓ Require you to pay late fees of more than 5% of a month's rent. MCO 32.12(11)
- ✓ Authorize eviction other than by a judicial eviction procedure. MGO 32.11(1), ATCP 134.08(1)
- ✓ Relieve the landlord from liability from property damage or personal injury caused by negligent acts or omissions of the landlord. MGO 32.11(5), ATCP 134.08(5)
- Require you to accept liability for personal injury arising from causes clearly beyond yourthe tenant's control as a tenant, or for property damage caused by natural disasters or persons other than the tenant's guests or invitees. MGO 32.11(6), ATCP 134.08(6)
- ✓ Contain a provision that, if enforced, would violate the law. MGO 32.11(8)
- ✓ Require you to pay the cost of carpet cleaning or shampooing unless there is unusual damage beyond "normal wear and tear" eaused by tenant abuse. MGO 32.11(9)

Required Landlord Disclosures (This should be before rental agreements)

- ✓ A lease agreement landlord must disclose the name, address and phone number of the person authorized to manage, collect rent and maintain the premises, and someone in Wisconsin authorized to accept legal papers and notices in writing on the lease unless the landlord lives in the building and it is four units or less. MGO 32.08(1), ATCP 134.04(1).
- ✓ The landlord must notify you within 10 business days if there is a change in the owner or other person authorized to accept legal notices, the name of the person who collects rent, manages or maintains the premises. MGO 32.08(1), ATCP 134.04(1)
- ✓ Buildings of three units or more must have emergency contact information posted in a readily accessible conspicuous place. MGO 27.04(2)(k)
- Before accepting any earnest money or entering into a rental agreement, the landlord must disclose all Conditions Aaffecting Hhabitability. Disclose before the landlord accepts earnest money or completes a rental agreement whether the apartment: lacks hot/cold running water; has heating equipment that isn't safe or can't maintain heat at least 67° degrees year-round; lacks electricity; or has an unsafe electrical system; has plumbing and sewage systems not in good working condition; has any other conditions

Formatted: Font: Not Bold

Formatted: List Paragraph

Formatted: Font: Times New Roman, 12 pt, Bold

that constitute a substantial health <u>or safety</u> hazard.—<u>These conditions must be disclosed before the landlord accepts money or completes a rental agreement.</u> MGO 32.08(2)/ATCP 134.04(2)

 The landlord must disclose outstanding code violations for which the landlord has actual notice,—<u>ATCP 134.04(2)</u>

The landlord must also and must provide copies of any official notices regarding outstanding code violations, copies of rent abatement decisions affecting the unit or common areas, the occupancy limits, the City's-zoning code's family definition and theany off-street parking requirements. The landlord shall advise the prospective tenant in writing of the successor tenant's right of abate rent at the time the lease is signed.—If the apartment is under abatement, the landlord must give the tenant at the time of signing of the lease a written notice that the successor tenant has the right to continue to abate rent for code violations. MGO 32.04(7), 32.08(2), ATCP 134.04(2)

- ✓ The landlord shall disclose to a prospective tenant any Official Notice of outstanding violations and a copy of any Hearing Examiner's decision which affects the subject rental unit or common area. In addition, the landlord shall advise the prospective tenant in writing of the successor tenant's rights to abate at the time the lease is signed. MGO 32.04(7).
- ✓ The landlord must disclose which utilities the tenant is responsible for. If the utilities are not separately metered the landlord must disclose how it is determined how much each tenant pays for utilities. ATCP 134.04, MGO 32.08(2)(b)
- ✓ If a landlord knows that a foreclosure has begun on the property

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Safety Issues Exterior Door Locks

Exterior Door Locks If the building has two or more apartments that are accessed from a common area, the exterior door, doors leading to basements, basement laundries and any storage areas must be locked at all times, and your residence must have a doorbell or buzzer system to alert you when you have guests. All doors leading to basements, basement laundries and storage areas must also be locked at all times. MGO 27.05(2)(h)

Fire Safety

Fire Safety. All rental units are to have smoke alarms installed and maintained in each bedroom, in every sleeping area, and within 6 feet of each door leading to a bedroom or sleeping area, and on each floor of the building. Smoke detectors must be hard wired or have 10 year lithium batteries. Talthough the landlord is responsible for installing the smoke alarms, tenants are responsible for maintaining the alarms and notifying the landlord if an alarm becomes inoperable. Tenants are not to tamper with, remove, alter, damage, or make the smoke alarm inoperable. Both the landlord and tenant must sign a document relating to the installation, operation and maintenance of smoke alarms, and the landlord must provide fire safety information to tenants. MGO 34.907, 32.06(4)

Add language about carbon monoxide detectors, door locks, and tenants ability to change the locks to protect their safety? **Formatted:** Font: Franklin Gothic Medium, 14 pt. Underline

Formatted: Font: Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Times New Roman, 12 pt,

Formatted: Indent: Left: 0.01"

Formatted: Font: Bold

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Owner Contact Information (move to disclosure section)

The landlord must notify you within 10 business days of a change of the owner or other person authorized to accept legal notices, and demands on behalf of the landlord, or a change in the name of the person who collects rent, manages or maintains the premises. MGO 32.08(1), ATCP 134.04(1)

Check-iin and Check-out Forms

✓ The landlord must provide you with a Check-in/Check-out form before you move in.

The landlord must give not less than you at least Complete the Check in form within seven (7) days after moving in to in noteing anything that was dirty, damaged, broken or missing when you moved in.

Return the completed form to the landlord. If you want items repaired, make a separate request.

If the landlord fails to provide you with a Check-in form at the start of the tenancy, or fails to provide a Check-out form at the end, they cannot withhold money for the damages or cleaning from your security deposit when you leave.

✓ The landlord must inform y¥ou that you may request a written list and/or the photographs taken of the physical damages charged to the previous tenant's security deposit. -MGO 32.07(5), MGO-32.07(6), ATCP 134.06(1)

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Tenant's Right to Privacy & Exclusive Possession

Your landlord may not:

- ✓—A landlord cannot c Change the locks on your apartment as a means of forcing you to move or to limit your access to the premises.— (MGO 32.05(1)(a), ATCP 134.09(7))
- ✓ A landlord cannot Confiscate any of your property unless they have a lien that you agreed to in a "non-standard rental provision". to cover late rent payment or damages. MGO 32.05(1)(c), MGO 32.12(3), ATCP 134.09(4)
- ✓ <u>A landlord cannot e</u>Enter your apartment without <u>either</u> your permission <u>on a case by case basis</u> or giving you 24 hours notice, <u>including to showing</u> the apartment <u>orand</u> for <u>general</u> repairs. Emergencies are an exception to this rule. **MGO 32.05(1)(d)**
- ✓ A landlord cannot sShow the apartment for re-rental until 1/4 of the lease term has passed, unless you have given written consent or your lease is less than 9 months or a summons and complaint for eviction has been filed. MGO 32.12(8)
- ✓—A landlord cannot sSeek to rent the apartment to future renters before 1/4 of the lease term has passed, unless they have notified you of an earlier date in your lease a non-standard rental provision form. MGO 32.12(9)
- A landlord may regulate guests by stating a guest policy in the lease. <u>if in writing in the lease</u>, but They may not prohibit all guests. **MGO 32.05(1)(g)**
- —A landlord cannot give notice by the landlord to show your apartment cannot that covers more than three (3) consecutive days or more than three (3) hours a day and must note the specific times of entry. MGO 32.05(1)(e)
- A landlord must knock and identify themselves before entering your apartment. MGO 32.05(1)(f), ATCP 134.09(2)(d)

RepairsRent Abatement

- ✓ If repairs are needed, contact your landlord and give them a reasonable time to fix the problem. If they do not fix the problem, call the Building Inspector at (608)266-4551.
- ✓ If your landlord fails to repair or properly maintain your apartment, or fails to fails to comply with an order of the Building Inspection Division, you may be entitled to abate (reduce) part of your rent. Do not withhold rent for repair problems without first contacting Building Inspection or one or more of the agencies listed in this brochure for advice or assistance. Do not do this without calling either the Inspection Unit or an attorney. MGO 32.04, Sec. Wis. Stats. 704.07(4), Wis. Stats.

Self-Help Repairs

If the building owner has failed to comply with orders to improve their propertymake repairs from the Building Inspection Division, a tenant may arrange for repairs to be made to their living unit and subtract that amount form their rent. The tenant must give official notice to the landlord that they intend to use these self-help procedures at least ten days prior to commencing repairs. Qualified professionals, (as) required by law, must do repairs and the cost of repairs may be deducted from rent. This self-help repair procedure can be used in conjunction with rent abatement.-MGO 32.17(2)

Formatted: Indent: Left: 0"

Formatted: Font: Bold

Formatted: Font: Not Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Bulleted + Level: 1 + Aligned at: 0.26" + Tab after: 0.51" + Indent at: 0.51"

Formatted: Font: Bold
Formatted: Font: Bold

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.26" + Indent at: 0.51"

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt **Formatted:** Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 0"

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indept at: 0.5"

Retaliation

A landlord cannot evict, you or threaten to do so, because you have contacted the Building Inspection Division, asserted a right under state or local law, filed a complaint with Consumer Protection or Building Inspection, started a lawsuit or joined a tenant's union, or neighborhood watch or neighborhood association. Actions by the landlord are presumed retaliatory if taken within 6 months of a tenant taking one or more of these actions, unless the landlord can prove otherwise. MGO 32.15, 32.12(4), Wis. Stats. See. 704.45 Wis. Stats., ATCP 134.09(5)

The Legal Process of Eviction

- ← Five-Day Quit or Pay. This notice means you have violated the lease and have five (5) days to either fix the problem (e.g. pay the rent) or move out. If you fix the problem, the landlord cannot take further action. Sec. 704.17 Wis. Stats.
- ✓—14-Day Termination Notice. If you have two or more similar lease violations the landlord can give this type of notice. It means the landlord is terminating your right to live in the apartment. With a 14-day notice you have no right to correct the problem but are expected to leave. Sec. 704.17 Wis. Stats.
- ✓ The first step in the eviction process is for the landlord to give you written notice of the lease violation. The notices will vary depending upon your type of lease, the type of violation and previous violation notices you have received. Generally, a tenant with a year-long lease will have the right to fix the problem the first time and stay in the apartment. If you get one of these notices contact the landlord right away and try to fix the problem. These notices must be officially served on the tenant in accordance with State law. See. Wis. Stats. 704.17 Wis. Stats.
- <u>✓ Eviction in Small Claims Court.</u> Your landlord cannot force you to leave the apartment without an eviction order from a judge. ATCP 134.08(1), ATCP-134.09(7).
- You can have the right to appear in small claims court to and contest the eviction notice. T and the landlord must prove to the court that you have violated the lease and that they are entitled to evict you, before the Court will grant the landlord's request that you be evicted.
- If you are evicted by a judge, or if a default judgment is issued because you did not appear in court, After the court action, the Sheriff is the only person who can remove you from the unit. must execute a Writ of Restitution (eviction) to terminate the tenancyThe Sheriff will give you a date and time to be out by or they will remove. This forced removal can be very costly and you-can be held responsible for all the costs of moving and storing your property as well as additional unpaid rent if you get evicted. The landlord has the duty to minimize these costs by trying to re-rent the apartment. SWis. Stats. ee. 704.29, 799.44, Wis. Stats.
- Any actions taken by the landlord other than the eviction process required by state law might be an illegal eviction. EffortsActions—such as turning off the heat, electricity or water, by-removing doors or windows or other actions that make it impossible to live in the apartmentunit are prohibited by Madison General Ordinances and Wisconsin law.

 Madison Ordinances also prohibit a landlord form threatening to take any of these actions. -ATCP 134.09(5), (7), MGO 32.12(5)

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1

+ Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: Times New Roman, 12 pt **Formatted:** Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Evicted tenants are responsible to pay rent until someone else moves in or until the end of
the lease, whichever comes first. However, the landlord is required to make reasonable
efforts to re rent the apartment. Sec. 704.29, Wis. Stats.

Lease Expiration & Automatic Renewal

- ✓ Your lease may have an automatic renewal clause; however, your landlord cannot enforce such a clause unless they give you a separate written notice of the pending automatic renewal or extension. You must be given this notice at least 15 days, but not more than 30 days before its stated effective date. ATCP 134.09(3), See. Wis. Stats. 704.15, Wis. Stats., MGO 32.12(2)
- ✓ Staying beyond the expiration date. While your landlord cannot force you to move without a court order, If you "hold over", or stay beyond the expiration date of a valid termination notice or expiration of a lease, the landlord may sue you in court for damages. A-a judge may order you to pay a minimum of double the daily rent-damages to the landlord for eash day any time you stay in the apartment after athe notice to vacate or the expiration of your lease. The amount you will be assessed can be at least twice the rent for the period you stayed after notice to vacate. SWis. Stats.ee. 704.25(1), Wis. Stats., Sec. 704.27, Wis. Stats.

Security Deposits

- ✓ The security deposit cannot exceed one month's rent. MGO 32.07(2)(b)
- ✓ If your security deposit exceeds one-half month's rent, you are due simple interest (rent credit) at the rate set by the Wisconsin Department of Financial Institutions, Division of Banking from the day it is paid until it is returned to you. This rate changes on a yearly basis. (http://www.cityofmadison.com/BI/documents/WIFDIIntRate2011.pdf)

 MGO 32.07(3)
- ✓ Landlord cannot increase or institute a security deposit during the term of the lease or with a new, renewed or amended lease with the original tenants. MGO 32.07(2)(b)
- ✓ Your security deposit or partial deposit with a written itemized statement showing the
 specific reasons for any deductions (including receipts, estimates for repairs and wages
 and hours worked) must be mailed within 21 days of surrendering the premises.

 MGO 32.07(7), ATCP 134.06(2)(a), (4)
- ✓ If your full security deposit is not returned, the landlord must include with the itemized statement a notice that the tenant will be provided a copy of the photos documenting the damage if requested by the tenant within 30 days. MGO 32.07(7)
- ✓ If you move out early, and if you want your security deposit back within the 21 days, then you need to notify the landlord in writing, otherwise, wait until the end of the lease. ATCP 134.06(2)(b)
- ✓ Landlord can't hold security deposits for both the primary tenant and someone subletting from the tenant, unless the total is less than one month's rent. MGO 32.07(2)(d)
- ___Routine painting or carpet cleaning, if there is no unusual damage caused by tenant abuse, cannot be deducted from security deposit. MGO 32.07(14), ATCP 134.06(3)(c)
- Cashing a check for partial payment does not mean you waive your rights to seek the full amount owed. MGO 32.07(7)(d), ATCP 134.06(2)(e)

Formatted: Font: Not Bold

Remember to provide a forwarding address for your security deposit. ATCP 134.06(5)

Late Fees (move up front)

- ✓ Late fees must be in writing and must be in the lease. ATCP 134.09(8)(a),
- A landlord cannot Require you to pay late fees of more than 5% of a month's rent.
 MGO 32.12(11)
- ✓ A landlord cannot charge a late fee for failure to pay a late fee. All payments shall be applied to rent before being applied to a late fee. ATCP 134.09(8)(b)₈ MGO 32.12(11)

Formatted: Font: Times New Roman, 12 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.26" + Tab after: 0.51" +

Indent at: 0.51"

Formatted: Font: Not Bold, Highlight

Formatted: Font: Not Bold
Formatted: Font: Bold

Formatted: Font: Bold, Highlight

Formatted: Highlight
Formatted: Font: Bold

Tenant and Landlord Resources

The Department of Agriculture, Trade and Consumer Protection

Statewide Consumer Protection Hotline 1-800-422-7128 Web: http://datcp.state.wi.us

The Tenant Resource Center

1202 Williamson St., Suite A

Madison, WI 53703

257-0006 Rental Rights & Responsibilities 242-7406 Housing Lists & Eviction Prevention

257-2799 Housing Meditation Service Email: asktrc@tenantresourcecenter.org
Web: http://www.tenantresourcecenter.org

The Madison Equal Opportunities Commission (Housing Discrimination)

City-County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703

266-4910

Web: http://www.cityofmadison.com/dcr/eo.cfm

Fair Housing Center of Greater Madison

600 Williamson Street, Suite L4 Madison, WI 53703

257-0853, 1-877-647-3247 complaint intake line Web: http://www.fairhousingwisconsin.com/

Student Tenant Education & Mediation

625 Langdon Street Madison, WI 53703 228-0090

E-mail: stemmadison@gmail.com
Web: www.stemmadison.com

WI Front Door

A Web based database including a comprehensive list of affordable housing for low and moderate-income households in Wisconsin. http://www.wifrontdoorhousing.org

Apartment Association of South Central Wisconsin

702 North High Point Rd., Suite 203 Madison, WI 53717 826-6226

E-mail: customerservice@aascw.org

Web: http://www.aascw.org

Building Inspection Division of the City of Madison

Madison Municipal Building 215 Martin Luther King Jr. Blvd., Suite LL-100 Madison, WI 53703 266-4551 (Ask for a Housing Inspector)

266-4551 (Ask for a Housing Inspector)
Web: http://cityofmadison.com/bi/bihome.html

City of Madison Police Department: Non-Emergency

City-County Building 211 S. Carroll St., Room GR22 Madison, WI 53703 255-2345

Web: www.cityofmadison.com/police

City of Madison Fire Department

325 West Johnson St Madison, WI 53703 266-4420 (Non-Emergency)

Web: www.cityofmadison.com/fire

Dane County Small Claims Court: For information on the mechanics of filing a small claims suit.

Clerk of Courts Dane County Courthouse 215 S. Hamilton St., Room 1000 Madison, WI 53703 266-4311

Web: http://www.countyofdane.com/court/prepare/smallClaim.aspx

Website for brochure: http://www.cityofmadison.com/BI/bihome.html

M.G.O. 32.06(2)

Copies of this Brochure may be obtained from the Building Inspection Division of the City of Madison at a price not to exceed the cost of production.