

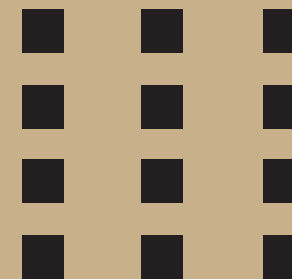
Rental agreements of one year or less are not required to be in writing. However, if there is a written rental agreement, the **landlord** must give the **tenant** an opportunity to read the agreement before signing. When renting, the tenant must be furnished with a copy of the agreement.

If an earnest money deposit is required with the rental application, the **landlord** must return the entire deposit by the end of the next business day if the application is rejected. If the tenant decides not to rent, the landlord may withhold from the deposit any actual costs or damages for the tenant's failure to rent. The landlord must attempt to mitigate damages and give the tenant an itemized statement of deductions from an earnest money deposit.

The **landlord** may withhold the actual cost, up to \$20, to obtain a credit report from one of the three nationwide credit reporting agencies (not credit information resellers), provided the landlord has notified the tenant in advance of the charge and also gives the tenant a copy of the report. If the tenant has a credit report that is less than 30 days old, they may give this report to the landlord to avoid paying for a new report.

If a security deposit is required, the **tenant** has 7 days from the first rental date to inspect the premises and notify the landlord of any defects so that they will not be unfairly charged. The tenant must notify the landlord in writing and keep a copy for their own records. In addition, before accepting a security deposit, the landlord must notify the tenant that they have the right to request a list of damages charged to the previous tenant.

Before You Rent



Landlords must rent property that is fit for human habitation. The property must be safe for people to live there. The landlord must provide:

- Property that is not infested with insects or rodents
- Plumbing (toilet, hot/cold running water, safe drinking water) in good working condition
- Window screens for summer and storm windows for winter
- Reliable heating
- Safe electrical wiring
- Security (locks for doors and windows)



This pamphlet was published with funds provided by HUD through Community Development Block Grant funding.

This pamphlet, which is based on Wisconsin law, is issued to inform and not to advise. This pamphlet was published on July 1, 2014. Laws may have changed since that date.

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Landlords must provide and maintain smoke detectors in bedrooms and in hallways on each floor (including the basement), in all rental units. In addition, landlords must provide and maintain carbon monoxide detectors for all levels of the rental unit if the unit has gas appliances (i.e. furnace, water heater, stove, etc.). The landlord must check detector batteries at the beginning of each new lease and change them at least once a year. Landlords must also give their tenants written notice of the landlord's and tenant's responsibilities in connection with these detectors.

Tenants must not remove or tamper with any detectors. They must tell landlords, in writing, when any detector is not working. A landlord must repair or replace it/them within 5 days after they receive the notice from the tenant.

A **landlord** must also put portable fire extinguishers in public areas of rental units when there are more than three units in one building.

When a **tenant** believes the exterior or interior of the property they have rented falls below these standards, a tenant should contact the landlord, in writing, with a list of issues. If the landlord does not respond, the tenant should then contact the Housing Inspector for their municipality. They can also ask the Health Department to check the property. If an Inspector finds the property has code violations, the Inspection Department can cite the landlord or tenant, and also order either party (depending upon the specific violation or issue) correct the code violation within a certain time period.

Tenants are responsible for keeping up the condition of the property they rent. Tenants

must obey health, fire and safety codes, noise ordinances, lease terms, and the landlord's rules and regulations. They should also notify the landlords when there are problems with the unit. A landlord can evict a tenant through a court process if the tenant does not fulfill his/her responsibilities. A tenant can be cited for failure to comply with the property codes and ordered to remedy the situation.

A **landlord** is not automatically responsible for making all repairs to rental properties. Usually, Landlords must only make major repairs. For example, repairs must be made to the heating, cooling, and electrical units if they are not operating properly.

Renters are usually responsible for minor maintenance like dripping faucets, running toilets, stopped-up drains, etc., as long as the cost is minor in relation to the rent. Some landlords are willing to do minor repairs, but they may charge tenants for the work. Tenants are also responsible for major repairs if the damage was caused by their negligence or intentional actions.

When **landlords** and tenants negotiate a rental agreement, they should decide who is responsible for the type of repairs and maintenance.

Landlords may not advertise or rent condemned property.

Landlords must disclose known housing code violations they have not corrected. They must also reveal structural defects, a lack of hot or cold running water, serious plumbing or electrical problems, and other hazards.

Landlords must also disclose:

- If the heating unit cannot maintain a temperature of at least 67 degrees Fahrenheit.
- If the tenant is required to pay utilities.
- How utility charges will be divided if the dwelling is one of several not individually metered.

Tenants have the right to inspect the unit before renting. Take along a flashlight, light bulb, hairdryer, pen, and the following checklist:

- 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 condition of furnace. Even in summer, turn up thermostat to make sure it actually works.
- Look at water heater to see if it is leaking.

Promises of repairs by a **landlord** should be provided in writing, including a completion date, before a tenant agrees to rent the property.