

## ROOMMATES

Leases typically require all parties living on the property to be a part of the lease. A tenant who has a roommate that they do not know well may ask the landlord for separate leases that obligate each roommate to only his or her share of the rent. Many landlords require roommates to sign one rental agreement which makes all roommates responsible for all of the rental payments. This is called a joint lease. A joint lease also makes each roommate responsible for all damage caused by any roommate.

If a landlord requires a joint lease, it would be wise for roommates to sign a rental agreement which sets forth how and when rent will be paid, any special privileges one roommate may have (such as a larger bedroom or bathroom), how the phone and utility bills will be paid, and who is responsible for household duties. The agreement should also cover how the security deposit is paid and reimbursed and what will happen if the premises are damaged.

## SUBLEASES

A sublease is a written contract between a tenant and a third person who will be living at the property. Subleases usually occur when a tenant must leave prior to the expiration of the lease term or when a tenant will be away for several months but would like to return to the property. A sublease may require a landlord's permission if the original lease has that term included. If the lease requires a landlord's permission, and the tenant subleases without permission, the landlord may evict the sub-lessee and charge the original tenant for any damages.

Even if a landlord does give permission for the sublease, both the original tenant and the subleasing tenant are responsible for all contractual obligations under the lease,

including rental payments and damage that occurs to the premises. An original tenant can prevent these additional charges by obtaining an "express release" in writing for these contractual obligations from the landlord. If an original tenant subleases the premises more than once, the landlord needs to approve each sublease in writing.

A tenant who is subleasing will want to be sure the sub-lessee will be able to make the rental payments on a timely basis. The tenant may want to obtain a security deposit against possible damages. However, the original tenant is not liable for rent (called holdover rent) beyond the expiration of the original lease if that tenant did not participate in the holding over and the landlord has been accepting rent from the sub-lessee. Otherwise, the landlord may enforce lease provisions against both the tenant and the sub-lessee.

A tenant who has a lease of less than year-to-year may not assign or sublease a rental unit without the express consent of the landlord. The agreement should be obtained in writing. Some form leases provide a space to be completed for the assignment of the tenant's rights.

The sublease should be in writing and discuss the terms of the rental payments, when the sublease expires, the amount of the security deposit, any additional responsibilities (such as caring for the tenants furnishings or pets), and who will clean the premises at the end of the sublease. It is also important to discuss utility payments, telephone usage and responsibility for visitors staying on the premise.

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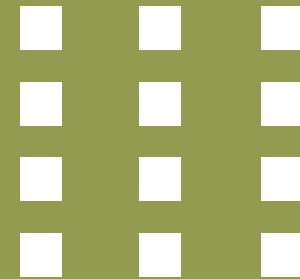
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# Leases

## Rental Practices & Issues



### RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS

Most landlords want their tenants to sign written rental agreements called leases. Oral or spoken leases are just as valid under Wisconsin law as written leases.

However, written leases protect tenants from changes, like higher rents, before the agreements end. Renters who move before their lease period ends must continue to pay the rent they agreed to under their lease, unless they or the landlord finds someone else to rent the unit.



The law does not require written leases, but it is usually a good idea for landlords and tenants to sign them. That way, both have copies of what they agreed to.

Different leases agree to different things, but most spell out:

- The names of the landlords, the renters, and those who will live in the unit.
- How much the renters must pay for rent.
- How much the renters must give the landlord for a security deposit.
- How long the rental agreement lasts.
- Other agreements, like how and when the renter must pay rent; who is responsible for repairs and maintenance such as lawn mowing and snow shoveling; and who pays for utilities like gas, electricity, water, etc.
- What the tenant needs to do when moving out to get the security deposit, such as specific cleaning instructions.

Sometimes landlords promise to clean or make repairs to a unit. When they do this before the renter agrees to a lease, the landlord must give the new tenant a signed, written list of the work they have promised to do and the date by which they will complete the work. If the landlord can't complete the work on time for reasons beyond their control, they must tell the tenant the reason for the delay and tell them when the work will be done.

When a landlord wants a written rental agreement, he must let the renter read the lease **before** they decide to rent from the landlord. The landlord must give their tenant a copy of the lease after they both sign it. They must also give the tenant a copy of any other rules and regulations that the tenant must follow.

## **Renters should read carefully everything a lease says**

**before they sign it.** They may find things they don't agree with, or things they don't understand in the lease. Also, renters should know all the things they must do to comply with or obey the lease.

When renters don't like something in the lease, they can ask the landlord to change it or take it out **before** they sign the lease. If a landlord won't change the lease, the renter has two choices:

- Sign the lease and accept what the landlord wants; or
- Look for a different place to rent.

Many times, leases are written in a legal language that is hard to understand. When renters find things they don't understand in a lease, they should ask the landlord to explain what it means. Or, the renter should find a lawyer or consumer group who can help them before they sign the lease.



**Renters should remember that a lease becomes legally binding on them when they sign it, whether or not they understand it. Therefore, they should clear up all the things they disagree about or don't understand before signing a lease.**

Section AG 134.08 of the Residential Rental Practices Code lists many things that leases may not include. For example, leases may not say landlords can evict or keep tenants out of their units without first going to court.

Also, leases may not take away a landlord's duty to try to re-rent the unit when tenants move out or are evicted before the rental agreement ends.

Leases may not make tenants liable or legally responsible for damages caused by things they can't control, like natural disasters. However, tenants **can** be held responsible for damages caused by their guests and people they invite into their homes.

If something stated in a lease seems unfair, a renter should ask for help from a lawyer.

When landlords and tenants make a rental agreement, landlords must give their tenants, in writing, the name and address of the person who collects rent and who keeps up the property. Tenants must be able to reach that person day and night for repairs.

Landlords must also give their tenants, in writing, the name and address of a person who can accept legal papers for the landlord. However, landlords don't have to do this when they live in the building and there are no more than four units in it.

When landlords want to enter their leased property, they must notify the tenants at least 12 hours before they enter. They may enter only for health or building inspections, to do repairs, or to show the property to someone who is interested in buying or renting it.

However, landlords may enter property they have rented to others without notifying the tenants when there are health or safety emergencies like broken pipes, heating system failures, or other threats to the property.