

(MGO 27.05(2)(h)). These locks, when installed and used properly, will not allow entry without breaking glass. If locks are missing or don't work, request repairs.

**Security-locked entrances.** Controlled-access buildings are only secure if the common doors remain closed and locked when not in use. Remember, if you prop them open, you are compromising the safety of the whole building.

**Keys.** Never label your keys or key chain with your house or unit number. If you lose them, your apartment will be at risk. Landlords are not obligated to change the locks between tenants except in special circumstances, but if you'd like the locks rekeyed and the landlord does not want to do it, you could offer to pay for the rekeying. You can ask your landlord for extra sets of keys, but you may be required to pay a small deposit.

**Door viewer.** Always use your door viewer (required by MGO 27.05(2)(h) if the door has no window) before you open your door for someone. If the door viewer is broken or not provided, notify the landlord.

**Window coverings.** Keep your curtains or blinds closed if you are away from home for an extended period of time. Open window coverings make it easy for an intruder to see that you are either not home, or home alone.

**Common area lighting.** Be sure hallways and basements have adequate lighting. If bulbs are burned out, notify the landlord right away. Common area lighting is required by MGO 27.04(2)(g) and (h).

**Parking lot lighting.** Parking lots for more than three cars must have lighting (MGO 27.04(2)(g)).

**Getting repairs completed.** In most instances, the above-mentioned security measures are required by local building codes. Always notify the landlord if repairs are needed. If the landlord does not respond, call the City of Madison building inspector at 266-4551.

## Dealing with problems

**Repairs and pests.** If something needs fixing, call your landlord. If it isn't too urgent, write a letter and give a deadline for completion. Keep a copy for yourself for documentation. If your landlord still doesn't fix the problem, call the building inspector. The inspector will look at your apartment and order your landlord to fix any code violations. If your landlord does not complete the work order by a specified deadline, you could be eligible for rent

abatement (refund). Do not start withholding rent on your own or you may be evicted. You must complete the rent abatement process with the building inspector's office before you can deduct from your rent.

**Emergencies.** If your landlord doesn't respond and there is an emergency such as no heat, water, or electricity, calling the building inspector at 266-4551 may be just the first step. You may have to make arrangements to stay elsewhere and try to fix part of the problem yourself (such as shutting off the main water valve). Building inspectors do not do repairs, they just order the landlord to do so.

**Landlord Entry.** If your landlord enters without 24 hours notice, except in emergencies **or for showing (12 hours notice)** (MGO 32.05(d) & (e), ATCP 134.09(2)), you should write him/her a letter citing the dates of illegal entry as well as the law prohibiting it, Madison General Ordinance 32.05. If it continues, call 224-4953 to file a complaint with Consumer Protection which will send a written warning to the landlord. You can also call the police non-emergency number if you're home when the landlord tries to enter illegally: 266-4275.

**Retaliation.** It is unlawful for any landlord to retaliate against a tenant who exercises his/her rights. A landlord cannot issue an eviction notice, increase rent, decrease services, or threaten not to rent or renew a lease just because you asked for repairs or called the building inspector. If you think your landlord is retaliating, call the Tenant Resource Center for more information.

## Showing The Apartment

~~Landlords may not show an apartment until more than one fourth of the lease is completed (MGO 32.12(8)). If you moved in on August 15, your landlord may not show your apartment until after November 15. If your landlord tries to make an appointment for a showing before that date, inform him or her that city ordinances prohibit the showing. If the landlord still tries to show the apartment, you may file a complaint with the city attorney's office. Keep copies of any notices from the landlord. If you have signed a notice of nonrenewal, you and the landlord may agree in writing to dates and times for showing the apartment before this date. Even when the landlord is permitted to show your apartment, s/he may not show your apartment for more than three days in a row or for more than three hours a day (MGO 32.05(e)).~~

**The landlord may not sign a new lease for your**

**apartment with a new tenant until one fourth of your lease is over (MGO 32.12(9)(a)). The landlord may sign a new lease earlier than this date if you agree to it and initial a nonstandard rental provision when you sign your lease (MGO 32.12(9)).** Information in this brochure is only applicable in the City of Madison.

## Your Next Apartment

### Reasons not to sign a new lease early

- **Roommate conflicts.** The earlier you sign a lease, the more time there is for a falling out with your future roommates. Remember, you'll be living with these people for an entire year.
- **Potential apartment problems.** After living in your apartment for a while, you may find major problems such as a bad heating system or a basement that floods in the springtime. If you renew early, you'll be stuck there for a second year.
- **Unknown future plans.** You may find a great opportunity for study abroad or an internship, but if you've already signed a lease you might get stuck paying rent in Madison while you're away.
- **Lower rent.** Many landlords reduce rent prices as it gets closer to summer and there will always be apartments left unrented in August.
- **Once you sign a lease, you're stuck.** You can't break a lease without consequences. There is no "3-day grace period," no medical excuse, no school transfer exception. Although the landlord must attempt to re-rent the apartment after you leave, they can charge you for all expenses (except the cost of showing the apartment) incurred in doing so, plus the rent while the apartment is vacant. Subletting is an option, but you'll still be responsible for the apartment, and it can be hard to find sublessees.



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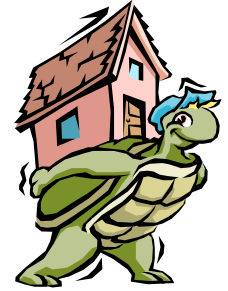


Updated

1/12

The **Tenant Resource Center** is a non-profit, membership organization dedicated to promoting positive relations between rental housing consumers and providers throughout Wisconsin. By providing information and referrals, education about rental rights and responsibilities, and access to conflict resolution, we empower the community to obtain and maintain quality, affordable housing.

# Moving Out of One Apartment and Into Another



## Tenant Resource Center

1202 Williamson St. #102, Madison, WI 53703  
9:00 a.m. – 6:00 p.m., Monday – Friday  
[www.tenantresourcecenter.org](http://www.tenantresourcecenter.org)

**Rental Rights** (608) 257-0006  
[asktrc@tenantresourcecenter.org](mailto:asktrc@tenantresourcecenter.org)  
**En Español** (608) 237-8913  
**Toll-free** (877) 238 RENT (7368)  
**Mediation** (608) 257-2799  
**Business Line/TTY** (608) 257-0143

## Tenant Resource Center Campus Office

Student Activity Center  
ASM Office - Room 4301  
(608) 561-3727  
[uw@tenantresourcecenter.org](mailto:uw@tenantresourcecenter.org)

## Housing Help Desk

1819 Aberg Ave. Room 2  
Madison, WI 53704  
(Dane County Job Center)  
(608) 242-7406, 10:00 a.m. – 2:00 p.m.

If you need an interpreter, materials in alternate formats, or other accommodations, call our office at (608) 257-0143.

No part of this brochure should be regarded as legal advice or considered a replacement of a landlord's or tenant's responsibility to be familiar with the law. If you need legal assistance, you should seek the services of a Wisconsin housing attorney.

**NOTE:** New law SB107 will change some local laws. These are indicated by ~~strikethrough~~ or **bold**. Whether they affect you depends on when the law is signed and when the lease went into effect.

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## Moving out of your old place Checking Out

1. Try to schedule a check-out appointment with your landlord. If your landlord agrees to do this, make sure you leave with a signed copy of the check-out form. If the landlord notes things are dirty or damaged, you may offer to clean or fix them.
2. If your landlord refuses to go through the apartment with you, complete your own check-out form and take pictures or a video documenting the condition of the apartment. If you have a witness, have them sign your check-out sheet as well.
3. If your landlord presents you with a check-out form that lists damages that you or your guests did not cause, do not sign it. Instead, complete your own check-out form with a witness and keep a copy. You should also take pictures or a video to prove the condition of the apartment.
4. Put your forwarding address on the check-out form.
5. Mail your check-out form to the landlord with a letter saying that you performed your own check-out.

### Getting Your Security Deposit Back

1. Your landlord must return your security deposit or a written, itemized list of deductions within 21 days from the date your lease ends **(ATCP 134.06 (2)(a))**.
2. Landlords may only deduct from the security deposit for damage beyond normal wear and tear and unpaid rent and utilities (ATCP 134.06 (3)(a)).

~~**3. If the deposit was more than half a month's rent, your landlord must add simple interest per year, starting when you pay the deposit. The interest rate that applies for the whole lease period is the one in effect on that date, and should be listed in your lease (MGO 32.07(3)). The current interest rate can be found online at <http://www.cityofmadison.com/BWIFDHntRate.pdf>. For leases signed before January 1st, 2004 the interest rate is 5%.**~~

~~**4. If the landlord did not give you a check-in or check-out form, they may not deduct for any cleaning costs or damages (MGO 32.07(6)).**~~

## Carpet Cleaning

It is illegal (and a prohibited provision in the City of Madison) to charge for routine carpet cleaning or deduct for it from the security deposit, even if your lease states you must pay for carpet cleaning (ATCP 134.06(3)(c), MGO 32.11(9)). The only exception is if you damaged the carpet beyond “normal wear and tear.” If your landlord deducted money from your security deposit or is asking you to pay for routine carpet cleaning, inform them in writing that it is illegal. If your money is not returned, file a complaint with Consumer Protection: (608) 224-4953 or (800) 422-7128 or online at <http://datcp.state.wi.us/core/consumerinfo/cp>. You can also file a complaint with the City Attorney at (608) 266-4511.

## Dealing with landlord deductions and violations

If the landlord violates any of the security deposit rules mentioned in this brochure, you may:

### Write A Letter to Your Landlord

Include in this letter any of the following that apply:

- a description of the violation of the 21-day limit
- a description of each deduction that you disagree with
- a request for receipts to make sure that the landlord really made the repairs
- specific mention of the law or laws that have been violated
- an explanation that you could take further action, including small claims court for triple the amount wrongfully withheld, plus court costs and reasonable attorney fees
- a reasonable deadline for the landlord to return the total deposit (such as five days, one week, etc.).

Be sure to keep a copy of the letter for your records.

### File a complaint with Consumer Protection

You can easily file a complaint with the Department of Agriculture, Trade and Consumer Protection. They keep complaint records and will contact the landlord about the violation. To get a complaint form, call (608) 224-4953 or (800) 422-7128 or fill one out online at <http://datcp.state.wi.us/core/consumerinfo/cp>.

## Sue in Small Claims Court

After the deadline in your letter expires and if the landlord doesn't respond, you may sue your landlord in small claims court for ~~triple~~ **double** what was wrongfully withheld plus court costs and reasonable attorney fees.

You must go to small claims court in the City-County Building at 210 Martin Luther King Dr., Room GR-10, fill out a simple “summons and complaint” form and pay a \$94.50 filing fee. This fee will be paid by the landlord if you win. The landlord may decide to not contest your suit, to settle with you, or to countersue.

## Moving in to your new place

### Checking In

1. Fill out the check-in form from your landlord. If you didn't receive one, make your own or get one from the Tenant Resource Center. When filling out the check-in form, be thorough. The landlord cannot charge you for any existing damages that you include on the check-in form. Note problems such as stained carpets or damaged floors; cracked windows; torn or missing screens; nail holes; cracked paint; peeling wallpaper; dirty fixtures or appliances; stained walls and ceilings; plumbing, sinks, bathtubs and tiles that are worn, dirty, mildewed or not working properly; missing light bulbs, ice cube trays, broiler pans or glass light covers; electrical outlets or other items that do not work (light switches, stove burners, oven coils, etc.); stained, scratched, or otherwise damaged countertops.
2. You could also photograph or videotape the apartment upon move-in, being especially careful to document all damage or have a witness go through the apartment with you.
3. Make a copy of the completed check-in form for yourself and give the original to your landlord. The landlord must give you at least seven days after moving in to notify them of any pre-existing damages or defects. (ATCP 134.06(1)(a)1).
4. Start a rental file. Keep everything you get from the landlord; copies of any written documents you send to the landlord; and a log of any calls to or from or visits by landlord, including the date and time, the person you spoke with and what you talked about. This way, if you ever end up in court or need to cite dates, you'll have clear documentation.

## Dealing with A Dirty Apartment

If the apartment is dirty, either don't clean it and notify your landlord immediately to have it cleaned or negotiate to have the landlord reimburse you for cleaning. Make sure you get a written agreement including the amount of the rent discount or any agreement for the landlord to pay wages per hour or cleaning supplies, and save your receipts.

If the landlord refuses to have the apartment cleaned or to pay you for the cleaning and the apartment is very dirty (moldy, lots of grime), call the building inspector at 266-4551.

### Filling Out A Roommate Agreement

Many tenants, even close friends, end up having conflicts. To help avoid disputes about boyfriends/girlfriends moving in, cleaning, subletting, pets, noise, smoking, etc., you and your roommates should consider filling out a roommate agreement. In the case of disagreements over who owes what for bills and rent, a roommate agreement is the best way to show who is responsible for what if you end up in court.

Sample roommate agreement are available at our office or on our web site.

## Living In Your Apartment

### Safety and Security

Door locks, chains, and deadbolts. Always lock your doors—even when you are home. Don't make your apartment and yourself easy targets for intruders by propping your door open or leaving it unlocked for friends or roommates. Always use your deadbolt, and if you don't have one at least an inch long (MGO 27.05(2)(h)), request that your landlord install one.

Sliding doors. Unsecured sliding doors are a common target for unauthorized entry. Be sure to use your patio door lock, plus a secondary locking device such as a stick in the sliding track to prevent the door from opening.

Window and ventilation locks. All first floor and second floor windows are required to have both regular locks, which do not allow the window to open at all, and ventilation locks, which allow the window to open a few inches for ventilation but not wide enough to allow entry