

this removed from the lease. If you are presented with a rule change during the lease, you don't have to sign it.

Separate addendums. Anything you don't sign won't bind. Be careful about these addendums if you do sign them, because they often contain provisions which are to the landlord's advantage. Typically, anything in a "NONSTANDARD RENTAL PROVISIONS" form is waiving your rights as a tenant in Wisconsin.

In sum:

- Read the lease carefully, and watch out for the above mentioned things.
- Write in needed repairs with a set deadline before you sign the lease.
- Bring your lease and any addendums to the Tenant Resource Center so we can check it over.
- Get a copy of the lease for your own records immediately after you've signed it.

Roommate Agreements

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 seriously 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.

For a copy of a roommate agreement, stop by our office or check out our web site at <http://trc.studentorg.wisc.edu>.

Moving In

Check in forms

Your landlord is required to give you a check-in form when you move in. If you get one, be sure to fill it out completely, since it will determine how much you get back from your security deposit. Write down, take photos, or make a video tape of all existing damage, such as carpet stains, scratches on the floor, missing refrigerator drawers, etc. The landlord must give you at least seven days to fill out this form.

If you didn't get a check-in form, make your own, take pictures, or make a video tape. Send a copy to the landlord, signed, dated, and with a statement saying that you provided the check-in form because the landlord didn't.

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 the agreement, including a wage per hour, in writing.

Common Problems During Tenancy

Repairs and pests. If something needs fixing, call your landlord. If your landlord doesn't respond and it's an emergency such as no heat, water, or electricity, call the building inspector at 266-4551. 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. Do not start withholding rent on your own or you may be evicted. You must wait for notice from the building inspector's office and complete the rent abatement process before you can deduct from your rent.

Landlord Entry. If your landlord enters without 24 hours' notice (except in emergencies), 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 if you're home when the landlord tries to enter illegally.

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, contact the Tenant Resource Center for more information.

Note: It's important that you keep a log of all the dates and details of any problems such as repairs, harassment or landlord entry. This way, if you ever end up in court or need to cite dates, you'll have clear documentation and won't have to try to remember dates and times.

Security Deposits

A security deposit is the money you give the landlord in case the apartment is damaged during your tenancy or to cover unpaid rent. The deposit may not be more than one month's rent. The following are a few things to keep in mind about security deposits:

If your deposit was more than one-half month's rent, your landlord must add simple annual interest of 0.81% for leases signed in 2004 and 0.72% for leases signed in 2005, starting from the date you paid the deposit and using the rate in effect at that time for the entire lease period. The interest rate changes every January 1, and can be found on the City of Madison's website at <http://www.cityofmadison.com/BI/WIFDIIntRate.pdf>. For leases signed before January 1, 2004, the interest rate is 5% (for every month when rent was paid on time).

If the landlord did not give you a check-in or check-out form, s/he may not deduct for any cleaning costs or damages.

The landlord must return your security deposit or a written, itemized list of deductions within 21 days from the date your lease ends or the date you notify the landlord in writing that you have moved out. If s/he doesn't, you could sue for up to triple damages plus court costs and attorney fees. If your landlord does deduct, ask for receipts of all the deductions to ensure that s/he is deducting fairly. You may also request a copy of the deductions made from the previous tenants' security deposits.

11/05

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.

The Quick & Dirty of Renting in the City of Madison



Tenant Resource Center

1202 Williamson St., Suite A
Madison, WI 53703

9:00 a.m.–6:00 p.m., Monday–Friday

Rental Rights (608) 257-0006

Office/TTY (608) 257-0143

Mediation (608) 257-2799

asktrc@tenantresourcecenter.org

www.tenantresourcecenter.org

Housing Help Desk

1819 Aberg Ave. Room 2

(Dane County Job Center)

(608) 242-7406, 8:00 a.m.–4:30 p.m.

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

Si Ud. necesita servicios en español, llame al (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, seek the services of a Wisconsin housing attorney.

Renting in Madison

Information in this brochure is only applicable in the City of Madison.

Don't Rent Early

Don't be afraid to put off renting until the spring. Why?

1. **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.
2. **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.
3. **Unknown future plans.** You may find a great opportunity for study abroad, a co-op, or an internship, but if you've already signed a lease you might get stuck paying rent in Madison while you're away.
4. **Lower rent.** Many landlords reduce rent prices as it gets closer to summer, and there will always be apartments left unrented in August.
5. **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...even dying won't get you out of the lease. Although the landlord must attempt to re-rent the apartment after you leave, s/he can charge you for all expenses (not including 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.

Know Your Landlord and Apartment Before You Rent

Find a good landlord and a good apartment! Even if you think you aren't picky, you probably don't want to spend the winter without heat or a refrigerator, surrounded by mice, or with sewage in your basement.

- **Current renters.** Stop by and talk to the people who currently live there; if they've had landlord or apartment problems, chances are they'll be glad to talk with you.
- **Evaluations from UW students.** Read students' comments about their landlords and apartments online at www.asm.wisc.edu.
- **Consumer Protection.** See if any tenants have filed complaints against the landlord. This only takes a minute; just call the Department of Agriculture, Trade, and Consumer Protection at 224-4953.
- **Building Inspector.** Find out if previous tenants have reported repair problems by calling 266-4551.
- **Tenant Resource Center.** Stop by the office to look at complaints filed by tenants.

Look at the Apartment

The following are some things to look for and questions to ask when viewing apartments. It's always better to check things out yourself whenever possible rather than asking, since the answer you get might not be accurate. Take notes so you won't forget anything.

- Are there laundry facilities? How much does laundry cost?
- Is any furniture included?
- Are the basics there (fridge, stove) and do they work?
- Is there hot water and good water pressure?
- Do the tub and sinks drain?
- Are ceilings or walls stained or cracked? This may indicate defective rain gutters, or a leaking roof or plumbing, which could cause mold or a collapse.
- Are there working smoke detectors in the building?
- Are there functioning deadbolt locks on the apartment doors and exterior doors?
- Are there storm windows and/or screens on the windows? Are there locks?
- Do the windows have blinds? If not, will the landlord provide them? (Get this in writing, of course!)
- Are windows secure or loose in the frame? Very gently push to check.
- Are there roaches? Open cabinets and immediately shine flashlight, look for roaches and eggs.
- Are there mice? Look for droppings in drawers, cabinets and closets.

- Are there phone jacks in each room? How many phone lines? Can DSL be installed?
- Is the apartment wired for cable? Where are the jacks? Are satellite dishes allowed?
- Is there parking? How much does it cost? How is parking enforced?
- Who is responsible for cleaning the common areas/hallways, shoveling snow, and lawn care?
- Are any tenants staying? This shows the general satisfaction level with the building/landlord.
- Are pets allowed? Are there monthly pet fees?
- Does the furnace work? Even in summer, push the thermostat up to see if it turns on.
- Which utilities are included (gas, electricity, water, cable, phone)?
- If gas or electric aren't included, call MG&E at 252-7222 for the average bill for the apartment. It could be hundreds of dollars per month in the winter.

Get ALL promises to repair IN WRITING!!!

Verbal promises mean almost nothing. If the landlord agrees to paint, replace carpet, re-glaze the tub, etc., this must be written, with a specific deadline (e.g. by move-in date), into the lease. It's best to add that if repairs are not completed satisfactorily by that date, rent will be reduced until the repair is completed. Again, this must be in writing.

"Money Down" or Earnest Money

Many landlords request earnest money (usually from \$20 up to a month's rent) before they will review your application. What happens to the money depends on which of the following three situations you end up in:

If you are accepted and you still want the apartment: The landlord must return the earnest money or apply it to your security deposit or first month's rent.

If you are accepted but you don't want the apartment: The landlord can deduct for the costs of re-renting the apartment (e.g. advertising). If this happens, make sure you ask for receipts for all expenses. You can end up losing all of the earnest money, so don't put anything down unless you are sure you want the apartment!

If you withdraw your application before you are accepted or denied: The landlord must return all of your earnest money by the end of the next business day.

If your application is denied: The landlord must return all earnest money by the end of the next business day. They must also provide a written explanation of why you were denied if you requested on the application to be informed. If you feel you were discriminated against, call the Equal Opportunities Commission at 266-4910 or the Fair Housing Center of Greater Madison toll-free at 877-647-FAIR.

Sign the Lease

If you have any questions about your lease, bring your lease into our office. We can help you decipher it, write in needed repairs, and spot any illegal provisions. The following is a list of some common things to watch out for:

The amount of rent, apartment address, or dates of occupancy are not filled in. If these aren't on the lease, your landlord could try to give you a different apartment, raise the rent, or terminate your tenancy with only 28 days' notice.

Set cleaning fees. Usually, landlords must provide receipts as proof of any cleaning costs. Pre-set fees are a way for them to avoid this and potentially overcharge you. Try to get this part taken out of the lease.

Fees for carpet cleaning or painting. Landlords can't deduct from your security deposit for routine carpet cleaning or painting unless the damage is beyond normal wear and tear, or require that you pay for routine carpet cleaning at the end of your lease period.

Responsibility for repairs is placed on you. This is illegal. The landlord is responsible for repairs of the structure and supplied amenities. If your lease contains a clause like this, you may be able to end the lease without penalty.

Landlord may add or change rules during tenancy. In this case, the landlord may change the rules to benefit him/her. Suddenly you might not be allowed to have porch furniture or to do laundry after 8pm. Get