

# How to be a Smart Renter

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What resources can I use to find out about landlords and properties before I agree to rent?

1. **[Consolidated Court Automation Programs \(CCAP\)](#)** - this website has Wisconsin's small claims court records. You can check the name of the landlord or management company to see what eviction action and other small claims cases they have been involved in.
2. **Department of Agriculture, Trade and Consumer Protection (DATCP)** - [online](#) or call 800-422-7128. Ask if any complaints have been filed against the landlord or management company. You can find out the number of complaints, the dates they were filed, and how they were resolved.
3. **Building Inspection Records** - most towns and cities in Wisconsin have building inspectors who keep written records when they inspect properties. Those records are public. You can ask to see the records for addresses you are considering. You can check to see how recently repairs have been ordered. If the same landlord has owned the building for a while, you can see the track record of how quickly they completed repairs or if anything was left unrepaired.
4. **Police Records** - considering that many landlords perform background checks on applicants, and that a landlord or manager will have a key to your home, it is not out of bounds to talk to a police department or neighborhood officer about a potential landlord or property manager.
5. **Utilities** - some public utility companies have information about the average utility cost for an address available on their website.
6. **Tenants** - Current tenants can be a great source of information, especially if you talk to them without the landlord present. How a landlord treats other tenants will tell you a lot about whether she is an honest and responsible landlord. If the landlord is not a "good" landlord to other tenants, the landlord will probably treat you the same way after you rent the apartment and move in. If you can, talk to the tenant who last lived in the apartment you are hoping to rent. The last tenant who lived there can tell you about any past problems with the apartment (example: bedrooms drafty in the winter).

What steps should I take when inspecting a rental property?

When inspecting a rental property, it's essential to check various elements for functionality and safety. Do not be afraid to try out the appliances, plumbing, and anything else in the unit. If there are problems with the unit, it is best to find this out before you have agreed to rent the place and before you have paid the landlord any rent or security deposit.

This includes testing:

- Light switches
- Outlets - bring along your phone and charger
- Faucets - check for hot water & water pressure

- Drains & Toilets
- Windows
  - Do they open? Do they lock?
  - Do they have screens? Are there holes in the screens?
- Locks - check for deadbolts on all exterior doors

What should I know before signing the rental agreement?

**Code Violations.** Ask the landlord if there is anything else you should know about the apartment. Before you agree to rent the apartment, the law requires the landlord to tell you about any serious uncorrected housing code violations which the landlord knows about.

**Repairs.** If you find things wrong with the unit, or the landlord tells you of any problems with the place, before you agree to rent you should ask the landlord for a written promise to make the needed repairs or cleaning. Under Wis. Admin. Code DATCP § 134.07, all promises to make repairs before you enter into a rental agreement must be in writing. All promises a landlord makes - whenever they are made - must also give a date or definite time period by which the landlord will finish the repairs or cleaning. If the landlord has a good reason why they cannot finish the repairs or cleaning on time, they must give you written notice telling you the reason for the delay and telling you a new date by which he will have the cleaning or repairs done.

**Utilities.** If any utilities are not included in the rent, you can ask the landlord for the apartment's "average utility cost." If the landlord does not know the average utility cost, they can find out by calling the utility company. If one utility meter is shared by several units, ask the landlord how the bill will be split between you and the other tenants.

**Important People.** Make sure you know the name and contact information of the person(s) who will be collecting rent, managing the building, and making repairs. Find out if there is an after-hours repair contact. If this information is not written down in your lease or rental agreement, ask the landlord for this information before you agree to rent the apartment.

## Rental Agreements

While it is usually best to have a written rental agreement with your landlord, rental agreements and leases for less than one year are not required to be in writing. When you agree to rent an apartment but do not have the agreement or lease in writing, it is called an "oral" agreement. If you and your landlord later disagree about the rental terms which were agreed on, you will not have anything in writing to prove you are right. With a written rental agreement, you can always check to see exactly what you and your landlord agreed to when you first rented the apartment.

If there is a written agreement, landlords must let you review it before signing or paying anything. **Take advantage of this.** It is very important for you to understand what rights and responsibilities you have in a rental agreement.

Many landlords use form leases or rental agreements which are many pages with a lot of small print. It can be hard to get a landlord to change the terms of a form lease or rental agreement. Even so, you should talk to the landlord about any terms you do not want or do not understand.

Never sign a lease or rental agreement which has written terms or rules you do not understand or you know you cannot live up to. If you sign a rental agreement but later are not able or willing to follow its terms, this would be a legal reason for the landlord to try to have a court evict you.

You may be able to change the terms of the rental agreement before you sign it.

**Example:** a landlord offers you a written rental agreement which says your rent is due on the first of each month and the rental agreement does not say anything about giving you a “grace period” for late payments. You know you cannot pay rent on the first because your benefits check usually does not come in the mail until the third of the month. Before you sign the rental agreement, talk to the landlord about your need to have the due date for rent payments changed and have the change put in writing on the rental agreement. If the landlord is not willing\* to make this change or to put it in writing, it may not be a good idea for you to sign this lease.

\*If you receive these benefits because of living with a disability, your landlord may be required to agree to this change in order to make a reasonable accommodation for your disability. See article Reasonable accommodation/modification.

Make sure any changes to the lease or rental agreement are agreed to in writing. If your landlord is responsible and honest, he should not mind putting everything they tell you and agree to in writing. If they will not put their promises in writing, it often means the landlord does not mean to keep their promises. Do not sign papers with blanks to be filled in later. A copy of the agreement should be provided to you at the time you sign it. Demand a copy of the agreement if the landlord does not provide it at the time of the agreement, because it is required under law.

Some terms to pay attention to

- **Type of tenancy** - are you signing a month to month agreement or a term lease? If it's a term lease, what is the length of the term? Does it automatically renew?
  - Consider that 1 year leases may offer more stability than month-to-month leases, which the landlord can terminate without providing a reason.
- **Termination** of the tenancy - what notice is required by each party?
- **Late fees** - is there a late fees provision? Is it a flat fee, percentage, or per day? When does it start and stop accumulating?
- **Rent due date** - Is it a date you can comply with?
- **Rules** - does it say anything about . . . Pets? Subletting? Guests? Parking? Quiet hours?
- **Non-standard Rental Provisions** . . . maybe the landlord only needs to give 8 hours notice for entry or requires carpet cleaning on move-out . . .

Should I buy rental insurance?

If your personal belongings are lost, stolen or damaged while you are renting an apartment, the landlord will not be responsible to pay for your losses unless it was the landlord's fault (which can be hard to prove). If you lose your things in a fire, the landlord would only have to pay for your losses if it is proved the fire was his fault.

(Example: a fire might be a landlord's fault if there weren't working smoke detectors in the building, or if it can be proved that the fire was caused by an unsafe electric system.) Losses of your property caused by natural disasters (floods, tornadoes) will almost never be the landlord's responsibility.

Renters' insurance is a way you can protect yourself from the risk of having to pay out of your own pocket for repairs or replacement of your personal property. Renters' insurance does not cost very much and it is worth looking into, especially if you have belongings which would be expensive to repair or replace. If you already have car insurance, you may be able to buy renter's insurance cheaply through the same insurance carrier by "bundling" it with your auto insurance.

## Move-In

Ask the landlord if any money was taken out of the last tenant's security deposit. If you ask for it, the landlord must give you a complete list of any damages which were charged against the last tenant's deposit. Keep a copy of this for your records.

Your landlord is required to provide you with a check-in sheet when you move into your apartment. Completing this check-in sheet thoroughly and on-time (within seven days) is part of being a smart renter. Write on the check-in sheet a list of everything you find wrong with the apartment when you moved in. Be sure to list even very small "damages," like the number of nail holes in each wall, dents in the kitchen floor and chipped paint on the baseboards. After you have finished your list, sign and date it. Make a copy for your records and then give the original list to your landlord. It is best to either have your landlord sign and date your copy to show he received the original or, if you cannot get your landlord to sign your copy, mail the list to her by certified mail.

If you want to be very thorough, you can even take photographs to document the condition of the unit when you move-in.

What are my rights as a tenant?

- **Exclusive Possession**

- You, and only you, have the right to be in the unit, even though someone else owns the property. There are some exceptions to this (see Do I ever have to let the landlord enter my apartment, below).

- **Peaceful Enjoyment**

- You have the right to live without too much noise or repeated disturbances.

- **Habitability**

- The landlord must provide you with housing that is safe to live in.

- **Safety**

- If you or your child faces immediate danger from someone on the property, you can end your tenancy by providing notice and a legal document proving the threat. You won't be responsible for rent after the following month.
- You have the right to contact law enforcement, health, or safety services without retaliation.

- **Complaints**

- You have the right to make good faith complaints about defects in the premises to local enforcement agencies, elected officials, and the landlord without retaliation. This does not apply if your negligence or improper use caused the defect.

- **Eviction Process**

- You have the right to the eviction procedures laid out in Wisconsin law. Landlords cannot perform self-help evictions (changing the locks, removing doors, disconnecting utilities, etc.).
- **Fair Housing**
  - You have the right to equal opportunities for housing no matter your sex, race, color, sexual orientation, disability, religion, marital status, family status, status as a victim of domestic abuse, sexual assault or stalking, lawful source of income, age, or ancestry.

What are my responsibilities as a tenant?

When you have a rental agreement, whether written or oral, you have entered a legally binding contract. In Wisconsin, having a rental agreement means you agree to take on several responsibilities outlined in state statutes. Here are the key responsibilities:

- **Pay Rent:** You must pay rent in full and on time as agreed upon in the rental agreement.
- **Maintain the Premises:** You must keep the rental unit in a clean and safe condition, following reasonable health and safety standards.
- **Use the Premises Properly:** You must only use the rental unit for its intended purpose. Don't engage in illegal activities or disturb your neighbors.
- **Follow the rental agreement:** You must follow all of the terms and conditions of the rental agreement, including rules set by the landlord regarding smoking, pets, and other aspects of tenancy.

It is important to take these responsibilities seriously, because a violation of any of these could result in your landlord beginning eviction proceedings.

What are my tenant repair duties, more specifically?

- Perform minor maintenance, such as changing light bulbs, smoke alarm batteries, and unclogging drains.
  - If a smoke alarm is non-functional despite new batteries, that is a problem to bring immediately in writing to the attention of the landlord.
- Repair, or pay the landlord to repair, all damages caused by you and your guests.
  - This includes damages caused by your inactions.

**Example:** You leave on a two-week trip in the middle of January and turn off the heat completely since you won't be home. The pipes freeze and burst while you're gone, and flood the unit. By failing to keep the thermostat set at a reasonable temperature to prevent freezing of the pipes, you caused damage and would be responsible for repairs.

- This includes pest problems, like bedbugs, if they were caused by you or your guests. For instance, if you bring in used upholstered furniture that has been discarded and left outside, and bedbugs appear soon after that, the landlord may argue that the furniture is a likely source of the bedbugs.
- If the landlord chooses to do the repairs themselves, the landlord can charge a reasonable rate for their materials, labor, and time, including time spent hiring and supervising any third-parties like contractors.
- Follow local housing codes.

Do I ever have to let the landlord enter my apartment?

The landlord can enter your unit only to inspect it, make repairs, or show it to prospective tenants or purchasers. If the landlord gives you reasonable notice (at least 12 hours) that they will be entering your unit at a reasonable hour, you must allow them to enter. If the landlord asks to enter without 12 hours notice, you generally have the option to say yes or no.

The landlord can enter without notice or permission, however, if a health or safety emergency exists or if you aren't home and the landlord reasonably believes that they must enter the unit to protect it from damage. For example, if a pipe in your apartment bursts while you are gone and there is a danger of severe water damage, the landlord would be able to enter your apartment without advance notice or permission in order to fix the pipe.

A rental agreement may include a nonstandard rental provision that allows a landlord to enter a rental unit for a reason other than the ones mentioned above. The entry still must be at a reasonable time.

No matter the reason, landlords must knock or ring the bell before coming in.

Not only is letting the landlord in required under the law (presuming they have given proper advanced notice), it is also good practice - it can help the landlord perform maintenance or see any safety or health hazards which require fixing, and it helps keep up a good relationship with your landlord.

What should I do if the landlord enters my unit without proper notice?

You have a couple of options, ranging from doing nothing to calling the police:

- Contact the landlord in writing, citing the dates of illegal entry and applicable law prohibiting it plus any municipal codes that may apply). Keep a copy of the letter for your records. With this option you are documenting what happened and informing the landlord that you are aware of the law and your rights.
- File a complaint with the Department of Agriculture, Trade and Consumer Protection at 1-800-422-7128 or by visiting their [website](#). See our article [Filing a Consumer Complaint](#) for more information on how to file a complaint.
- Contact law enforcement. The police may at least document the incident of illegal entry. A tenant may also call the police if a tenant is home when the landlord tries to enter illegally. It may be considered trespassing.

What are some other basic rules to follow to have an easy tenancy?

The Wisconsin Statute regarding Landlords and Tenant, Chapter 704, lays out some basic default rules for tenants to follow. We'll translate some of the legalese for you below:

### **Decorating**

The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord.

Translation: Get the landlord's permission (in writing!) before you install anything that requires screws, rather than just small nails or removable double-sided tape.

## **Subletting**

A sublet adds someone new to an existing lease. Usually the new person (subletter) replaces someone who is moving out (sublessor or sublessee) but it can also happen with any new person being added to a lease.

A tenant under a tenancy at will or any periodic tenancy less than year-to-year may not assign or sublease except with the agreement or consent of the landlord. The interest of any other tenant or the interest of any landlord may be transferred except as the lease expressly restricts power to transfer.

Translation: If you have a periodic tenancy (like a month-to-month) or a tenancy-at-will, you can't sublet without the landlord's permission (check to see if it's allowed in your rental agreement). If you have a term tenancy (tenancy for a set period of time) you don't need your landlord's permission to sublet, unless subletting is specifically prohibited in your lease. However, even in that case, it is best to at least notify the landlord. It's not a good idea to move someone in without the landlord at least knowing about it.

## **Fixtures**

A fixture is generally something that requires installation, like a ceiling fan or TV mount.

At the termination of the tenancy, the tenant may remove any fixtures installed by the tenant if the tenant either restores the premises to their condition prior to the installation or pays to the landlord the cost of such restoration.

Translation: If you got permission to add a fixture, and decide to take it with you when you go (it is technically your property if you bought it), you are responsible for the cost of restoring the unit back to its original condition. This may be the cost of buying putty, drywall and paint and paying someone to fix holes in the wall left by screws.

It may be worth a conversation with your landlord about leaving the fixture behind when you move out - the landlord may not mind keeping the fixture in place for the next tenant and gaining the property, and it saves you the hassle of un-installing it and paying for restoration.

## **Move-out**

Move out your belongings and clean. Get your copy of the check-in sheet you completed when you moved in. Do another inspection, writing down everything which is damaged or wrong with the apartment in a move-out checklist. Ask your landlord to do the move-out inspection with you, and have the landlord sign and date your move-out inspection checklist. If the landlord cannot or will not do a move-out inspection with you, do the move-out inspection with a colleague or neighbor present who will sign and date your checklist as a witness. Keep your move-out checklist for your records. Take photographs to document the condition of the unit when you move-out.

A complete move-in checklist and move-out checklist, photos of the apartment the way it was when you moved in and moved out, and witnesses who saw your apartment will give you a strong case against any landlord who

tries to keep your security deposit for “damages” you did not cause.

If you are unable to meet with the landlord to return the keys (example: the landlord will not come over to meet with you on the day you move out to do a move-out inspection), then you should tell the landlord in writing you will be leaving the keys on the kitchen counter and locking the apartment door behind you when you leave.

Leave a forwarding address to make sure you receive your security deposit and/or statement of withholding, along with any court filings.

What happens to stuff you leave behind?

In part, it depends on your rental agreement. If the rental agreement says the landlord won’t store any property you leave behind, the landlord can do what they want with whatever you leave - trash it, keep it, or give it away. If the rental agreement doesn’t mention property you leave behind, the landlord must store what you leave behind for at least 30 days.

In either case, there is an exception for medical items or prescription medication, which the landlord should hold onto for at least seven days and return promptly when asked.

Whether the landlord discards your items under the first scenario or stores them under the second, you are responsible for any costs the landlord spends to move the items out of the unit and, as applicable, store or dispose of them. Any items you leave behind in your unit are therefore potential deductions from your security deposit.

### Miscellaneous Tips

If you can, use checks or money orders for any payments you make to your landlord. Ask your landlord to give you a written receipt for each rent payment and for any other money you pay her. The landlord is required to give the tenant a written receipt any time the landlord accepts rent paid in cash. If the tenant pays by check, the rules do not require the landlord to provide a receipt, unless the tenant asks for a receipt. Keep copies of everything, especially your receipts.

Keep copies of everything for your records in a “housing” folder

- Lease/rental agreement; non-standard rental provisions; house rules
- Check-in sheet; List of damages charged against last tenant’s security deposit
- Any communication (notices, letters, texts, e-mails) between you and your landlord
- Payments/Receipts - rent, any late fees, earnest money, security deposit, credit or background check if applicable, application fee

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