

# All About - Rental Agreements

Last updated on February 13, 2025.

What's a tenancy?

Tenancy is the temporary occupancy of property that belongs to another with that owner's permission. Wisconsin recognizes three types of tenancies:

- **Term tenancies.** You and your landlord have agreed on an end date to your tenancy.
- **Periodic tenancy.** You and your landlord have not agreed to an end date to your tenancy and you pay rent regularly (usually on a monthly or weekly basis).
- **Tenancy-at-will.** You and your landlord have not agreed to an end date to your tenancy and you do not pay rent on a regular basis.

What's a rental agreement?

A rental agreement is a legally binding contract between a landlord (the property owner) and a tenant (the renter) in which the landlord agrees to give the tenant possession of their property. When a rental agreement goes into effect, the landlord still owns the property, but the tenant has the right to live in and use the property. A rental agreement also explains the rules both parties agree to follow during the time that the landlord has agreed to let the tenant live there.

Does a rental agreement have to be in writing?

No. You can make a rental agreement in writing or verbally. If the agreement is for longer than one year it should be in writing. However, it is a good idea to have a written agreement in all cases to avoid any misunderstandings. It can be hard to prove what was agreed to in a verbal agreement, which might make it more difficult for you to protect your rights as a tenant or landlord. A written rental agreement can

be several pages long and very detailed, but can also be very short. It could be just a few paragraphs. Better short and to the point, than not in writing.

If that's a rental agreement, what's a lease?

Under Wisconsin law, a lease is defined as a specific type of rental agreement. It's a rental agreement that has a specific start and end date. In other words, it's a rental agreement for a term tenancy (see What's a tenancy? above). Like any rental agreement, a lease can be verbal or written. However, in day-to-day use, many people use the term lease to refer to any written rental agreement, even if it is for a tenancy without a specific end date (like a periodic tenancy, such as a month-to-month tenancy).

What's in a rental agreement?

A rental agreement by definition includes at least two things:

1. The specific home or apartment that the landlord agrees to let the tenant live in
2. The amount of rent that the tenant will pay to the landlord

However, landlords often choose to include more details, especially if you are signing a written agreement. When reading over a rental agreement, you should look for the following information:

- **Names of Parties:** The agreement should say who the landlord is, who the property manager is (if applicable), the landlord or property manager's address, and list all tenants who will be living in the rental unit.
- **'Joint and Several Liability':** This phrase means that each of the tenants listed on the rental agreement are responsible for any money owed to the landlord. For instance, if one roommate can't pay their share of the rent, all tenants can be evicted unless they cover that roommate's portion of the rent. If roommate A destroys the apartment and then flees, the landlord can charge roommate B for the damages.

**Note:** You can sue a roommate in small claims court afterwards if you can prove they owe you money for damages or rent.

- **Description of the Property:** Besides the address of the rental unit, the agreement may include details about other areas on the property, such as any parking spots or storage areas included.
- **Rent Amount and Payment Terms:** The agreement must state the rent amount. It should state how often and when it is due (e.g., the first of each month). It should be clear to whom rent should be paid. It may also include details about late fees for overdue rent.
- **Security Deposit:** Often, landlords require a security deposit to cover damages beyond normal wear and tear. The agreement should include the amount of the deposit.
- **Utilities and Responsibilities:** It must outline which utilities (such as water, electricity, or internet) the tenant is responsible for paying. It should also outline how the charges for utilities that aren't separately metered will be distributed among units.
- **Rules and Policies:** The agreement may include rules about noise, pets, subletting, smoking, or other specific conditions the landlord wants tenants to follow.
- **Repairs and Maintenance:** It should explain who is responsible for repairs and maintenance tasks, including how tenants should report issues to the landlord. In almost any location in the State, the Landlord is obligated to keep the rental unit in decent shape and safe condition (such as wiring, plumbing and heating equipment and any structural issues like windows and stairs and doors), so long as any damage or defect is not caused by the tenant.

If the Landlord knows about any defects when they give you the Lease to review, the Landlord must include notice of the defects in writing (in the Lease or another written attachment), and if the Landlord promises to repair any of the defects they must put that promise in writing and promise a completion date.

- **Property Left Behind:** If the landlord has put something in the lease saying that they won't move and store any stuff you leave behind, they can do what they want with your things, including throwing things out and keeping items for

themselves. If the lease doesn't say anything about things you leave behind, then the landlord must store your stuff. But they don't have to store it forever, and they can charge you for the cost of storage.

- **Automatic Renewal Clause:** If your rental agreement is a lease (a tenancy for a specific period of time), it may include a provision that the tenancy will be automatically renewed or extended for a specific time period unless the tenant or the landlord gives the other proper notice that they don't want to renew it. Or it may explicitly state that the rental agreement does not renew, unless you and the landlord agree to renew it.
- **Electronic Delivery:** A rental agreement may include a provision that allows the landlord to communicate and provide copies of certain documents by e-mail or text message.
- **Notice of Domestic Abuse Protections:** All residential rental agreements must include a notice of the protections Wisconsin law provides for tenants who are domestic abuse victims.
- **Additional Documents:** At the end of the agreement, some landlords may attach a separate document titled "NONSTANDARD RENTAL PROVISIONS." This document identifies:
  - If a landlord wants to deduct for non-standard things from a security deposit.
  - If the landlord wants to enter the apartment for non-standard reasons or without the full advance notice required by the law.
  - If a landlord wants the right to a landlord's lien. A landlord's lien says the landlord would have the right to hold onto some of the tenant's property under certain circumstances (for example, if rent isn't paid). This is generally a terrible idea for the tenant, and is pretty unusual. If you see it try to get the landlord to get rid of it.

Is there anything that can't be included in a rental agreement?

Under Wisconsin law, there are certain things that your landlord cannot include in the rental agreement, or the agreement becomes void and unenforceable by the landlord against the tenant.

The agreement cannot say that your landlord is allowed to:

- Retaliate against you for contacting emergency services.

- Evict you without following the legal process.
- Demand that you pay all your future rent at once if you breach your rental agreement, or waive their duty to look for a new tenant if your agreement ends early.
- Require you to pay your landlord's attorney's fees or other legal costs if there is a legal dispute over the agreement, even if the landlord is trying to evict the tenant.
- Decide the outcome of a legal dispute related to the agreement on their own, without giving you the opportunity to defend against it.
- Deny responsibility for any damage or injuries you might suffer because of the landlord's negligence.
- Make you responsible for damages or injuries you might suffer because of things out of your control, like a natural disaster.
- Rent you a unit that isn't safe or isn't habitable.
- Evict you because of a crime committed in the rental property, if you or another tenant is the victim of that crime.
- Evict you because of a crime related to the rental property without including a "notice of domestic abuse protections" in the agreement.

The landlord must allow you to look at any written rules and regulations before you sign the rental agreement.

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