

agreement plus any legal fees but the landlord will have to mitigate their damages [Wis. Stats. 704.29, ATCP 134.08(2)].

To improve your chances of successfully claiming constructive eviction, have the repair problems, your requests to the landlord, and the overall condition of the rental unit well documented. Send your landlord notice in writing that you are leaving because the rental unit has become uninhabitable. Keep track of all the expenses you must pay because you had to leave (motels, eating out, etc.). Even if a court eventually decides that you were not constructively evicted, the landlord still has a duty to try to find a new tenant for your old rental unit (see our Ending Your Lease brochure). [Wis. Stats. 704.07(4)]

- **Call Consumer Protection.** Consumer Protection laws require landlords to follow through on repair promises. If your landlord made a written or verbal promise to make a repair but has not followed through, you may file a complaint with Consumer Protection by calling (800) 422-7128. If the landlord never made the promise in writing, then you should send the agency copies of your letters to the landlord referring to the landlord's verbal promise. Your letters may be good evidence, especially if the landlord never wrote back to deny the promise was made.

Landlord Entry

Landlords are required to give a minimum of 12 hours notice in the state of Wisconsin and some local ordinances require more for repairs and inspections. You can agree to let your landlord enter sooner than that to make the repairs more quickly. This is a one-time exception and the landlord still needs to give proper notice the next time. In many cases, tenants may have signed a NONSTANDARD RENTAL PROVISION that modifies state law regarding landlord entry. Check your lease for any such clauses.

Vocabulary

Earnest money Any money an applicant gives a landlord before the application is accepted or denied.

Rent abatement To permanently deduct money from rent due to a reduction in value of the apartment.

Rent withholding To temporarily keep all or part of the rent until repairs are made. Rent eventually gets paid in full to the landlord.

Escrow Account A bank account for money that is being withheld by a tenant until the landlord makes certain repairs.

Constructive Eviction An in-court defense to use when a tenant moved out of a rental unit because it became uninhabitable.

Useful Phone Numbers

Emergency Utility Numbers

WE Energies

(800) 261-LEAK

Alliant Energy (Wisconsin Power & Light Co)

(800) 862-6263 (gas & water)

(800) 862-6261 (electricity & power outage)

Wisconsin Public Service Corp.

(800) 450-7280 (gas)

(800) 450-7240 (electricity)

Xcel Energy

(800) 895-1999 (electricity)

(800) 895-2999 (gas)

Building Inspection

If your municipality's building inspector is not listed here, check your phone book. (See back panel for Dane County).

Milwaukee	(414) 286-2268
Green Bay	(920) 448-3300
Kenosha	(262) 653-4263
Racine	(262) 636-9464
Waukesha	(262) 524-3530
Oshkosh	(920) 236-5137
West Allis	(414) 302-8400
Janesville	(608) 755-3060
Eau Claire	(715) 839-4947
Appleton	(920) 832-6411
La Crosse	(608) 789-7530
Sheboygan	(920) 459-3481 (North) (920) 459-3480 (South)
Wauwatosa	(414) 479-8957
Fond du Lac	(920) 322-3575
Wausau	(715) 261-6780
Beloit	(608) 364-6650
Superior	(715) 395-7288
Statewide *	(608) 266-3151

*** Note:** The state building inspection unit may be able to help tenants in areas not served by municipal inspectors. They have limited enforcement ability and will charge for inspections. If you live in an area without a building inspector, you can also try calling a public health or fire inspector.

Other Statewide Resources

Consumer Protection

(608) 224-4953

(800) 422-7128

Asbestos and Lead Section of the Department of Health and Family Services

(608) 261-6876

Wisconsin Radon Information Centers

(888) 569-7236

Dane County Building Inspection

City of Madison	266-4551
Town of Madison	210-7261
Fitchburg	270-4240
McFarland	838-3154
City of Middleton	827-1070
Town of Middleton	833-4346
Monona	222-2525
Mt. Horeb	437-7884
Stoughton	873-7626
Sun Prairie	825-1184
Verona	845-6695
Waunakee	849-5613



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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.

Repairs in Wisconsin



Tenant Resource Center

1202 Williamson St. #102, Madison, WI 53703
9:00 a.m. – 6:00 p.m., Monday – Friday
www.tenantresourcecenter.org

Rental Rights (608) 257-0006

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

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, seek the services of a Wisconsin housing attorney.

NOTE: New law 2011 Wis. Act. 108 will change some local laws, but none of the information in this brochure was affected.

Landlord Repair Responsibilities

- **Before** entering into a rental agreement or accepting earnest money, tell the tenant in writing about any uncorrected building code violations, lack of hot or cold running water, lack of safe electrical system, lack of sewage disposal, heating systems unable to reach 67°F in all living areas in all seasons, and all other likely health or safety hazards. [ATCP 134.04(2)]
- **Before** the rental agreement is signed, put any promises to repair in writing, with specific deadlines for each repair. [ATCP 134.07]
- Keep heating, plumbing, electrical system, and building structure in good condition. [Wis. Stat. 704.07(2)(a)]
- Keep common areas such as hallways, storage areas, laundry rooms, parking lots, and yards clean and in good condition. [Wis. Stat. 704.07(2)(a)1]
- Maintain all supplied equipment, including all appliances. [Wis. Stat. 704.07(2)(a)2]
- Comply with all local housing codes. If the building is occupied by one or more tenants, improper use or damage by one tenant does not relieve the landlord of the duty to maintain the premises for the other tenants in the building. [Wis. Stat. 704.07(2)(a)5]

Tenant Repair Responsibilities

- Perform minor maintenance such as changing light bulbs or smoke detector batteries. [Wis. Stat. 704.07(3)(b)]
- Keep the apartment in safe, sanitary condition.
- Comply with all local housing codes. [Wis. Stat. 704.07(3)(c)]
- Keep thermostat set at a minimum of 55°F to prevent freezing of pipes and other equipment.
- Repair, or pay the landlord to repair, all damages caused by the tenant or their guests. [Wis. Stat. 704.07(3)(a)]
- Keep working battery in smoke detectors, and give the landlord written notice if smoke detectors are not working properly. [Wis. Stat. 101.45]

Before You Sign Your Lease

There are several things tenants can do before signing a lease to minimize the chances of future repair problems.

- Call Consumer Protection at (800) 422-7128 to check if there have been any complaints filed against your prospective landlord.
- Call the local building inspector to check if there are any outstanding building code violations or citations at the property you are considering.
- Inspect the rental unit you are considering, taking notice of repairs and improvements that need to be made.
- Negotiate with your prospective landlord about what repairs or improvements will be made, and write those into the lease.

Moving In

Document all repair problems carefully.

Fill in a check-in form. Tenants have *at least* 7 days from when they move into an apartment to give a completed check-in form to the landlord. Tenants should keep a copy of the completed check-in form for themselves. If you didn't get a check-in form, make your own or get one from the Tenant Resource Center and send a copy to the landlord. Completing the form will document the state of the rental unit when you moved in, and what damages you should not be charged for. (Forms available on our website.)

Request repairs. A check-in form is not a request for repairs; it simply documents the condition of the apartment. If you want the landlord to fix certain problems, follow the suggestions in the next section for getting repairs done.

Getting Repairs Done

- **Make a list.** Before contacting the landlord, make a list of the repair problems that need to be fixed.
- **Call the landlord.** Tell the landlord about the needed repairs and request that they be made within a reasonable time limit. Be sure to contact the landlord as soon as there is a problem, since some repair problems will worsen if they go unaddressed. Keep a log of all calls, including the times and dates of calls, who you talked to, and what you requested.

- **Write a letter.** If the landlord does not contact you or make repairs within a few days, write a letter and include a reasonable deadline for the completion of repairs. Keep a copy for yourself. Landlords often take letters more seriously than phone calls, so be sure to write one if your landlord has not responded to previous verbal repair requests.
 - **Send a follow-up letter.** If your landlord fails to perform the requested repairs by the deadline, write a second letter. This letter should note the previous repair request and announce you will take further action (see below) if repairs are not made by a certain date. ***For some urgent problems, such as no heat or a broken lock on the main door, you might choose to contact building inspection immediately, and not go through the steps of writing letters if the landlord is not responding to phone calls. If you smell gas, call your utility company immediately!***
 - **Call the building inspector.** If the landlord still has not made the necessary repairs, call the Building Inspection Unit. Building Inspection can order the landlord to fix certain problems, such as lack of heat or hot water, pest infestation, missing screens or storm windows, mold, etc. Cosmetic repairs such as faded paint or stained carpeting will usually not be included. The building inspector will order the landlord to make the repairs within a specified amount of time and will return to see that the repairs are complete. Find your local building inspector in the government pages of the phone book or see list on back.
- If you live in an area that has no building inspector and if there are major safety hazards in your apartment, such as faulty wiring or pest infestation, you can try calling a fire or public health inspector.

- **File in court for rent abatement.** The State of Wisconsin does not have a formal rent abatement process. Rent abatement is allowed under Wisconsin law, but the process is unclear. If the building inspector orders repairs and the landlord does not complete them by the deadline, or if your area is not served by a building inspector, you could deduct a portion of your rent *consistent with the severity of the repair problem*. To decide how much to deduct, you could consult the City of Madison rent abatement percentages as a guide. These are available online at www.cityofmadison.com (click Madison General Ordinances and search for Chapter 32; rent abatement is 32.04) or from the Tenant Resource Center. For Milwaukee, see the section on withholding rent.

- **Withhold rent.** Rent withholding, or temporarily not paying your rent to pressure a landlord into making repairs, **is extremely risky**. When a tenant withholds rent, a landlord may take the tenant to eviction court for nonpayment of rent. If that happens, the tenant must try to prove to the court that withholding was justified. Because tenant-landlord laws do **not** authorize a tenant to do this, it is never certain that the court will decide in the tenant's favor; instead, the tenant may be evicted. After you have exhausted all other possibilities, here are some ways to improve your chances of successfully withholding rent:

- Request the repairs several times in writing before withholding rent. Give your landlord a reasonable amount of time to make the repairs.
 - Put withheld rent into an *escrow account*, or savings account. Do not spend it. You might have to prove to a judge that you were withholding rent for the specific purpose of enforcing your rights, and that the money is available if the repairs are completed.
 - Include a note to your landlord with your partial rent payment, explaining why you are withholding rent. Mention that you have the money in an escrow account and that you will pay in full when your landlord has made the necessary repairs. Keep a copy for yourself.
 - After your landlord makes the repairs, release the withheld rent to him or her.
 - The City of Milwaukee has specific procedures which tenants must follow to withhold rent. For more information, tenants in the City of Milwaukee can call the Department of Neighborhood Services at (414) 286-3441 or visit the website at <http://www.ci.mil.wi.us/dns>.
- **Move out because of constructive eviction.** Constructive eviction is what happens when repairs are needed so badly that the rental unit becomes uninhabitable. To be successful, there must be a severe health or safety hazard, the tenant must give the landlord a reasonable amount of time to repair the problem, and then if it is not repaired the tenant may constructively evict. Fire and floods are good examples of when someone may have to constructively evict.

This involves risk on the part of the tenant. If a tenant can successfully claim constructive eviction, the tenant is no longer responsible under the rental agreement and may move out. If a tenant tries to claim constructive eviction but is not successful, the tenant may be liable for rent to the end of the rental