

TENANT RIGHTS Q&A:

- **Can my landlord make me move out without a court order?**
 - No, but this will be an eviction which is public records and will make it harder for you to find another place to rent. A landlord cannot remove your property or change locks without a court ordered eviction.
- **When can I be served an eviction notice?**
 - Only when you violate/break a rule on the lease
- **What are my responsibilities when given a 5 day, 14 day, 28 day, or 30 day notice?**
 - Depending on what the notice says, you may have the set number of dates to cure (fix) the problem (violation of the lease) or vacate the premises.
- **What are the different types of notices, how can they be served, and what to do they mean?**
 - All eviction notices must:
 - Be in writing
 - State the number of days you have to take action
 - State whether you have the right to cure the problem
 - State whether if you fix the problem, you can stay or if you just have to leave
 - State whether rent is due (should include amount owed) and/or the lease clause landlord believes is broken
 - All eviction notices can be delivered to tenant, someone in tenant's family over 14 years old and then posted on conspicuous place on property and copy mailed to tenant residence. If tenant acknowledges notice, doesn't matter the service method
 - Summons must be served by Sheriff's Officer or process service
 - Types of notices:
 - 5-Day Pay or Quite Notice with Right to Cure
 - Warning to pay late rent money
 - You must pay before notice expires (5 days do not include date of service, Saturday and Sundays). If you pay after the expiration date, the landlord can still evict you.
 - Make sure to get anything to landlord writing, copies, receipts (do not pay in cash)
 - 5-Day Notice for Non-Rent Violation with Right to Cure
 - Warning to fix a problem with violated the lease
 - Violation is a non-rent money issue
 - Within 5 days, write to landlord to deny violation or explain how fixed issue(s)
 - 14-Day Notice with No Right to Cure
 - Notice to vacate in at least 14 days (not including day served, Saturday, Sunday unless the last day is a Sunday)
 - Need to work out issues with landlord or vacate premises
 - If 1 year lease or less, can only receive notice if already received a curable 5 day notice for same type of violation (first violation was for rent money, second violation was for rent money or first violation was for non-rent money, second violation was for non-rent money) within 12 months. If first violation for rent money, and second violation for non-rent money, need another 5 day cure.
 - If lease week-week or month-month, can receive 14 day without 4 day curable notice
 - 28-Day Notice
 - Not an eviction notice
 - Landlord can end any month-month lease by giving you a 28-day notice to have you vacate. If you don't vacate, landlord can take you to eviction court.
 - 30-Day Pay or Quit Notice with Right to Cure
 - For tenants with lease of more than 1 year
 - 30 days to pay late rent or take "reasonable steps" to fix violation

- Only notice that can be given with leases more than a year except for 5-Day No Right to Cure under Safe Housing Act
 - 5-Day Notice with No Right to Cure
 - Can only be given in 3 circumstances
 - Law Enforcement deems the property a drug or gang nuisance
 - Tenant poses imminent threat or serious physical harm to another tenant in the same dwelling unit, multi-unit building, apartment complex, manufactured home, or mobile home in same mobile home park (has to be certified documentation or can give 5 Day-Notice with Right to Cure if landlord can prove tenant broke law)
 - Tenant, anyone in household or any guests/invitees engage in criminal activity that
 - Threatens the health or safety of other tenants, people residing in immediate vicinity or property or of the landlord, landlord's agent, or landlord's employee
 - Threatens the right to peaceful enjoyment of other tenants or people residing in the immediate vicinity
 - Is drug related criminal activity on or near the premises (manufacturing or distribution of a controlled substance)
 - Notices must require the tenant to vacate on/before a date at least 4 days after giving notice and
 - State the reason for the eviction
 - State the tenant has the right to contest the allegations in court if evictions filed
 - Advise the tenant they may seek assistance of legal counsel, volunteer legal clinic or a tenant resource center
 - Include description of criminal activity or drug related criminal activity, date took place, and identified or description of individuals who engaged in activity
- **What is an eviction and what does the eviction process look like for me?**
 - A legal process a landlord starts when a tenant violates the lease. The process starts by the landlord giving the tenant written notice (5, 14, 30 day) notice on how the lease was violated and to fix or vacate or just vacate the premises. If the tenant has not fixed or vacated by end of number of days set on notice, the landlord may file eviction process with court. Once the eviction process has been filed, this will be available on WI CCAP, public record. The tenant will then be served summons by a deputy or process server and tenant will be given a court date. If tenant does not show up to court, the judge will automatically rule in the landlord's favor. If tenant shows up and landlord does not show up, the case will be dismissed. If the tenant and landlord both do not show up, the case will be dismissed. If both landlord and tenant show up, judge will see if resolution between landlord and tenant has been/can be made. If not, the landlord and tenant will go directly to mediation. If do not agree to mediation, a final court date will be set. At the final hearing, if the judge rules in tenant's favor, the case will be dismissed and tenant will be able to remain on property. If judge rules in landlord's favor, the sheriff's office will go to property on set date and physically remove tenants from property.
- **How can someone establish "residency" in the City of Green Bay?**
 - There is generally no set time to establish residency for an individual. It is based on a totality of circumstances. Once a person moves into a property, has all of their belongings there, considers the property their home and stays no place else, and/or has changed their WI DL or WI ID or mailing address to the property, a person has established residency and is afforded the same rights as if they were a tenant on the lease. In order to remove a person from the property once residency has been established, the landlord/property owner must evict the person.
- **What can be deducted from my security deposit and when can I get it back?**

- A landlord can may deduct the full amount of the security deposit that will is reasonable and necessary to pay for:
 - Damaged, waste, or neglect of premises on behalf of tenant
 - Not including normal wear and tear
 - Unpaid rent that the tenant is legally responsible for
 - Unpaid utility services the tenant was responsible for under rental agreement or that the landlord becomes liable for due to tenant's nonpayment
 - Unpaid monthly municipal permit fees (under s. 66.0435(3) – mobile and manufactured home communities)
 - A landlord must deliver or mail the tenant the full or remaining security deposit within 21 days of the rental agreement termination date, the date of the terminated rental agreement if evicted, the date of a new tenant's start rental agreement if evicted, or the date the tenant has vacated or been removed from property in event of eviction
- **How and when can my landlord give notice to enter?**
 - The landlord can only enter an apartment/home with advance (12 hour) notice to enter at reasonable times and for certain reasons (to inspect, to make repairs, or show the premises to prospective tenants or buyers). The notice can be verbal or in writing and the tenant does not have to acknowledge the receipt of the notice.
 - If the landlord does not give advance notice, the landlord can only enter an apartment/home by tenant consent, if there is a health or safety emergency, or to protect the premises from damage when the tenant is absent.
- **What happens if I move out or get evicted and still have property on scene?**
 - Unless specified in the lease agreement, any property left on the premises after you are evicted or move out is considered abandoned and the landlord can do what they deem fit with the property. Only except is prescription medication or prescription medical equipment, which the landlord must hold 7 days from discovering it. After the 7 days and if no request has been made by the tenant to obtain this property, the landlord may do what they want with the property.
- **How can I prevent someone from coming into my home or onto my property?**
 - Notify the individual they are not welcome on the property
 - Contact the police department to have a non-tenant removed from your property who is refusing to leave
 - Contact the police department or your landlord for a no-trespass authorization against the person
 - Police can only authorize no-trespass for your specific unit
 - Landlord can authorize no-trespass for the entire property (entire complex, not just specific unit)
 - Person has to be notified of no-trespass in order for it to be valid
 - Restraining orders or other no contact orders
 - Always keep doors and windows locked, outside lights on during hours of low lighting, garage doors closed, and property secured inside premises to keep unwanted people out of the home
- **Am I responsible for repairs or is my landlord responsible?**
 - Except for repairs made by the negligence or improper use of by the tenant, the landlord has to a duty to:
 - Repair portions of the premises over which the landlord maintains control
 - Repair all equipment necessary to supply services the landlord has agreed to furnish to tenant (heat, water, plumbing, electrical system, elevator, air conditioning)
 - Repair anything structural
 - Keep all common areas (hallways, parking lots, yards) in good condition
 - Damages done by tenant will need to be repaired by tenant unless landlord decides to undertake repair/redecoration and then tenant will need to reimburse landlord. Reimbursement includes:

- Materials provide or labor performed by landlord
 - At a reasonable hourly rate, time the landlord spends doing any of the following:
 - Purchasing or providing materials
 - Supervising an agent of the landlord
 - Hiring a 3rd party contractor
 - Tenants are also responsible for:
 - Minor maintenance such as changing out light bulbs
 - Keeping apartment/home in safe, sanitary condition
 - Keep thermostat set at reasonable temperature to avoid freezing pipes
 - Replacing batteries in smoke detectors
- **How can I terminate my lease early?**
 - Yes by the following ways:
 - Mutual agreement between landlord and tenant
 - Constructive Eviction
 - Serious health or safety issues, known to the landlord
 - Servicemember's Civil Relief Act
 - May end a lease to enter the military or may end lease if deployed for 90 days or more
 - Landlord must be given 30 days written notice and copy of military orders
 - The Safe Housing Act
 - Victims of domestic violence, sexual assault, stalking, and child abuse may terminate lease if there is an imminent threat of serious physical harm by remaining in premises
 - Landlord must be given a written notice and copy of supporting documentation
 - Tenant has died
 - Lease is terminated 60 days after landlord is notified of tenant's death
 - Illegal Lease Clauses
 - Break the lease
 - All tenants break lease at same time with written notice to landlord of move out date. Tenant is responsible for payments previously responsible for (rent, utilities) until new tenant moves in
 - Sublet your apartment
- **What are the responsibilities of a landlord to accommodate tenants with disabilities and/or service animals?**
 - If a tenant has a service animal or Emotional Support Animal, a landlord cannot refuse to rent or sell a house to them, cannot cause an eviction, cannot require additional compensation, and cannot engage in harassment.
 - Unless the landlord who lives in the unit or a member of the landlord's immediate family has an allergy to the animal or the animal has aggressively threatened someone
 - Tenant may be required to provide documentation from a medical professional that they have a disability and the animal is necessary to treat the disability
 - If an accommodation/modification request is made by tenant that is reasonable and is related to their disability, a landlord must work with tenant to proceed with request so long as the request isn't unreasonable and doesn't create an undue financial and administrative burden on landlord
 - Reasonable examples: handrails in bathroom, ramp to doorway, cabinet taken out to allow wheelchair to be pushed in, flashing lights for smoke detector/CO2 instead of sound
 - If accommodation creates inappropriate living condition for next tenant, the tenant may be asked to restore property to original condition
- **If I call the police or if the police are called to my home, does my landlord find out? Can I get in trouble with the landlord?**
 - It depends. Sometimes a landlord may be called by a police officer or another individual (IE neighbor). Police officers can also complete landlord referrals to inform landlord of police activity at the property. Some landlords have signed up for e-mail alerts which notifies them of the type of police call/date/time

of when a police call occurred at their property. Sometimes nobody with notify the landlord when police are at the residence. Tenants cannot be evicted by the landlord unless there was a violation of a clause in the rental agreement. Landlords cannot include in lease that it is a violation to call the police/first responders.

- **How am I protected under Fair Housing laws?**

- It protects you from being denied housing by a landlord based on your protected class (race, color, family status, disability, sex, national origin, religion, marital status, ancestry, source of income, sexual orientation, age (at least 18 years old), status of a victim of domestic abuse, sexual abuse, or stalking

- **Can I sublet my home?**

- If lease is month-to-month or tenant-at-will, you need the landlord's permission
- If lease is for a set term, you can sublet with or without the landlord's permission as long as the rental agreement prohibits subletting.
- You always need permission from the other tenant's on same contract/agreement

- **How do I be a great tenant/neighbor/resident of the city?**

- Follow all local ordinances and laws
 - Be mindful of noise ordinances
 - Keep animals secured and/or on property and up to date on licensing, vaccinations
- Keep property maintained and in good appearance
- Be vigilant, get to know your neighbors, and call police when things appear suspicious

- **What should I look for in a good lease?**

- How long is the lease
- When and how to pay rent, late fees specified
- Possible deductions from security deposit listed in lease
- How to contact landlord including after-hour, emergency contact information
- Documented what utilities are the landlord or the tenant's responsibilities
- Documented other responsibilities of tenant
 - Snow removal
 - Lawn maintenance
- Check-in and check-out policies
- Rules on roommates and/or subletting, how many people can live in property
- Rules on animals
- Free of documentation that is contrary to local ordinances or state statute
 - Routine carpet cleaning required
 - Do not call police, EMS, fire
 - Landlord can make any unannounced entries into property
- How and when the lease can be terminated (how much notice landlord requires)

- **What are my resources if I have a dispute with my neighbors or landlord?**

- Community Police Officer
 - West side 920-492-3785, East side 920-448-3143
- Legal Action of Wisconsin (if low-income)
 - 920-432-4645
 - 201 W. Walnut St, #203, Green Bay, WI 54303
- Tenant Resource Center
 - 877-238-7368
 - Madison, WI
- Mediation Center of Greater Green Bay
 - 920-438-7067
 - 130 E. Walnut St, #510, Green Bay, WI 54301

- Consumer Protection
 - 800-422-7128
- **What if my landlord doesn't fix things that need to be fixed?**
 - Document anything landlord put in lease they would fix but will not and can go to small claims court
 - If property lacks hot/cold water, heat cannot reach 67F throughout property, no electricity or unsafe, structural conditions that make property hazardous, plumbing not working or not working correctly, sewage disposal not working or not working properly, no CO2 or smoke detectors, infested by rodents or insects, or if there is excessive mold at the property, call City Inspection ph# 920-448-3300
 - Tenant can potentially collect rent abatement if landlord has violated duty to repair that which substantially affects the use or occupancy or premises (by the health or safety of tenant).
- **What if I am a domestic violence victim? Can I be evicted/what are my rights?**
 - All residential rental agreements should include the Notice of Domestic Abuse Protections
 - A tenant cannot be evicted if the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and the eviction is based on conduct related to domestic abuse, sexual assault or stalking committed by:
 - A person who was not a tenant's invited guest (or)
 - A person who was the tenant's invited guest, but the tenant has done either
 - Sought an injunction barring the person from the premises (or)
 - Provided a written statement to the landlord stating the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest
 - A tenant who is victim of domestic abuse, sexual assault, or stalking can terminate their rental agreement if:
 - The tenant or child of tenant faces imminent threat of serious physical harm from another person if the tenant remains at premises
 - The tenant notifies the landlord with a certified copy of
 - Injunction orders
 - A condition of release (bail) ordering person not to have contact with tenant
 - Criminal complaint alleging person sexually assaulted tenant or child of tenant
 - Criminal complaint alleging person stalked tenant or child of tenant
 - Criminal complaint alleging person was arrested for committing a domestic abuse offender against the tenant
 - The tenant will not be liable to rent after the end of the month following the month notice was given to vacate or month the tenant vacated, whichever is later.
 - A tenant who is victim of the above conditions and provides the above documentation to the landlord may have the locks changed or have the landlord change the locks within 48 hours of the landlord receiving the notice
 - The tenant is responsible for cost of changing the locks
 - Golden House can assist
 - Landlord is not required to change locks against person who is a tenant unless there is a court order documenting the subject/person to not contact tenant or go on property