Lease a forwarding address with your landlord
The rules require the landlord to mail the security deposit and/or a detailed list of deductions to the tenant’s last known address. This rule applies even if the last known address is the dwelling unit the tenant rented under the rental agreement. The landlord does not violate the rules if the postal service is unable to complete mail delivery.

Tenants should notify the postal service and the landlord, or the landlord’s agent of their change of address as soon as possible to insure they receive their security deposit in a timely manner. However, if tenant fails to leave a forwarding address, this does not affect the tenant’s rights to demand that the landlord return more of all of the security deposit. [ATCP 134.06(5)]

Subletting
It is wise to have your Sublessee complete a Check-In Form when they move in to document the apartment conditions. Have the Sublessee make a copy of the completed form for him or herself. Give the original to the landlord within several days of moving. This way, you and the landlord will have a record of the condition of the premises prior to you leaving and a new person moving in.

What if I move out early?
If you move out before the lease is over, return the keys to the landlord and write a letter stating which day you are moving. Give one copy to the landlord and keep one for yourself.

When must landlord return my deposit?
Landlords must return either the full deposit or a detailed list of deductions within:
- 21 days after you move out, OR
- If you moved out early, 21 days after the end of the lease or the date a new lease begins for that same unit, whichever is earlier.
- If You Were Evicted, Within 21 Days Of The End Of Your Lease Or When A New Tenant Moves In, Whichever Is Sooner. This Provision Goes Into Effect For Eviction Actions Started After 3/1/2014.

Be sure to date the letter and keep a copy for your records.

What if my landlord deducted money from my deposit unfairly?
Write a letter to your landlord with the following information:
- a description of each violation of the 21-day limit and/or each deduction that you disagree with specific mention of the law(s) that have been violated ATCP 134.06 or now Wis. Stat. 704.28, Eff. 3/31/12
- an explanation that you could take further action, including suing in small claims court for double the amount wrongfully withheld, court costs, and reasonable attorney’s fees ATCP 134, Wis. Stat. 100.20(5)
- a reasonable deadline for the landlord to return the total deposit (for example, an exact date 5-14 days away)

Be sure to date the letter and keep a copy for your records.

File a complaint with Consumer Protection.
You can easily file a complaint with the Department of Agriculture, Trade and Consumer Protection. The bureau keeps complaint records and will contact the landlord about the violation. For a complaint form, call (800) 422-7128 or fill one out online at www.datcp.wi.gov

Sue in Small Claims Court
If the deadline in your letter expires and the landlord does not respond, you may sue your landlord in small claims court for double what was wrongfully withheld plus court costs and reasonable attorney fees. [Wis. Stat. 100.20(5) & 704.90(12) & 704.95]

Look up your county’s small claims court in the government pages in the phone book or by visit the online directory: www.wicourts.gov/contact/docs/clerks.pdf

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A complete version of Wisconsin Landlord/Tenant Laws can be found at: Wis. Stat. Chapter 704 and ATCP Chapter 134
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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.
What is a security deposit?
State law defines a security deposit as “the total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant’s obligations, and includes all rent payments in excess of 1 month’s prepaid rent.” This includes pet deposits (unless stated as “nonrefundable” in the lease), key deposits and furniture deposits as well as the last month’s rent if that is what the landlord requires [ATCP 134.02(11)]. Deposits are kept as a guarantee the tenant will pay the rent and not damage the rental unit.

How much can a landlord charge for a security deposit?
State laws place no limit to the amount a landlord can charge for a security deposit.

How can I protect my security deposit?

How can I protect my security deposit?

Check-In Procedures
Landlord Notice: Before a landlord accepts a security deposit, the landlord shall notify the tenant in writing that the tenant may do any of the following by a specified deadline date which is not less than 7 days after the start of tenancy:

Fill out a Check-In Form: Inspect the dwelling unit and notify the landlord of any pre-existing damages or defects.

On the first day or occupancy, (unless tenant is renewing the lease), the landlord is required by Wis. Stat § 704.08 to provide tenant with a standardized Check-In Sheet for the condition of the premises. This must be completed by tenant and returned to the landlord within seven (7) days. If you fail to return the Check-In Sheet within 7 days, you may be giving up your right to contest some security deposit withholdings for pre-existing conditions.

Looking at the previous tenant’s deductions:
• Request a list of physical damages or defects, if any, charged to the previous tenant’s security deposit, regardless of whether those damages or defects have been repaired.
  a. Landlord is required to let you know in writing that the tenant may request such list. Landlord may require that such request be made in writing.
  b. Landlord shall provide the list within 30 days after the landlord receives the request, or within 7 days after the landlord notifies the previous tenant of the security deposit deductions, whichever occurs later.
  c. Previous tenant’s identity or the amounts withheld from the previous tenant’s security deposit need not be disclosed by the landlord.

If you get such a list and find that there are additional damages that were not fixed prior to your moving in that you did not put on your check-in sheet, this will be important evidence of the condition of the unit when you moved in.

What can the landlord deduct for?
• Tenant damage, waste or neglect of the premise.
• Unpaid rent.
• Unpaid utility bills if:
  o The utility was not included in your rent and you were required to pay the landlord directly for the utility service.
  o Utility is government-owned (example: city-owned water and sewer utilities)
• Other “Nonstandard” reasons agreed to in writing as a separate written agreement as part of the lease entitled “NONSTANDARD RENTAL PROVISIONS.”

What should I do before leaving?
Check-Out Form: Try to schedule a check-out appointment with your landlord and make sure you have a signed copy of the Check-Out Form. If the landlord notes things are dirty or damaged, over to clean or fix them. If your landlord refuses to do a check-out appointment, you should complete your own Check-Out Form. You can use the form you completed when you moved in and make any notes on this or you can use a similar form found on the Tenant Resource Website (tenantresourcecenter.org).

Take photos documenting the condition of the unit. Remember to put something in the photo to use as a reference point, and include the date. Attach these to the Check-Out form. Give the originals to your landlord and keep copies for your records.