

amounts withheld by the landlord. Deposits shall be returned in person, or by mail to the last known address of the tenant.

(3) **LIMITATIONS ON SECURITY DEPOSIT WITHHOLDING.** (a) Except for other reasons clearly agreed upon in writing at the time the rental agreement is entered into, other than in a form provision, security deposits may be withheld only for tenant damage, waste or neglect of the premises, or the nonpayment of:

1. Rent for which the tenant is legally responsible, subject to s. 704.29, Stats.

2. Actual amounts owed for utility service provided by the landlord under terms of the rental agreement and not included in the rent.

3. Actual amounts owed by the tenant for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.

4. Mobile home parking fees assessed against the tenant by a local unit of government under s. 66.058 (3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.

(b) Nothing in this subsection shall be construed as authorizing any withholding for normal wear and tear or other damages or losses for which the tenant is not otherwise responsible under applicable law.

(4) **SECURITY DEPOSIT WITHHOLDING; STATEMENT OF CLAIMS.** (a) If any portion of a security deposit is withheld by a landlord, the landlord shall, within the time period and in the manner specified under sub. (2), deliver or mail to the tenant a written statement accounting for all amounts withheld. The statement shall describe each item of physical damages or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim.

(b) No landlord may intentionally misrepresent or falsify any claim against a security deposit, including the cost of repairs, or withhold any portion of a security deposit pursuant to an intentionally falsified claim.

(5) **TENANT FAILURE TO LEAVE FORWARDING ADDRESS.** A landlord who has otherwise complied with this section shall not be considered in violation solely because the postal service has been unable to complete mail delivery to the person addressed. This subsection does not affect any other rights that a tenant may have under law to the return of a security deposit.

**History:** Cr. Register, February, 1980, No. 290, eff. 5-1-80.

**Ag 134.07 Promises to repair.** (1) **DATE OF COMPLETION.** Every promise or representation made by a landlord to a tenant or prospective tenant to the effect that the dwelling unit or any other portion of the premises, including furnishings or facilities, will be cleaned, repaired or otherwise improved by the landlord shall specify the date or time period on or within which the cleaning, repairs or improvements are to be completed.

(2) **INITIAL PROMISES IN WRITING.** All promises made before the initial rental agreement shall be in writing with a copy furnished to the tenant.

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(3) **PERFORMANCE; UNAVOIDABLE DELAYS.** No landlord shall fail to complete the promised cleaning, repairs or improvements on the date or within the time period represented under sub. (1), unless the delay is for reason of labor stoppage, unavailability of supplies or materials, unavoidable casualties, or other causes beyond the landlord's control. The landlord shall give timely notice to the tenant of reasons beyond the landlord's control for any delay in performance, and stating when the cleaning, repairs or improvements will be completed.

**History:** Cr. Register, February, 1980, No. 290, eff. 5-1-80.

**Ag 134.08 Prohibited rental agreement provisions.** No rental agreement may:

(1) Authorize the eviction or exclusion of a tenant from the premises, other than by judicial eviction procedures as provided under ch. 299, [799] Stats.

(2) Provide for an acceleration of rent payments in the event of tenant default or breach of obligations under the rental agreement, or otherwise purport to waive the landlord's obligation to mitigate damages as provided under s. 704.29, Stats.

(3) Require payment, by the tenant, of attorney's fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement. This does not prevent the recovery of costs or attorney's fees by a landlord or tenant pursuant to a court order under ch. 299 [799] or 814, Stats.

(4) Authorize the landlord or any agent of the landlord to confess judgment against the tenant in any action arising under the rental agreement.

(5) Relieve, or purport to relieve the landlord from liability for property damage or personal injury caused by negligent acts or omissions of the landlord. This does not affect ordinary maintenance obligations assumed by a tenant under a rental agreement, in accordance with sub. (7) and s. 704.07, Stats.

(6) Impose, or purport to impose liability on a tenant for:

(a) Personal injury arising from causes clearly beyond the tenant's control.

(b) Property damage caused by natural disasters, or by persons other than the tenant or the tenant's guests or invitees. This does not affect ordinary maintenance obligations assumed by a tenant under the rental agreement, in accordance with sub. (7) and s. 704.07, Stats.

(7) Provide, by means of a form provision, for the waiver of any statutory or other legal obligation on the part of the landlord to deliver the premises in a fit or habitable condition, or maintain the premises during tenancy.

**History:** Cr. Register, February, 1980, No. 290, eff. 5-1-80.

**Ag 134.09 Prohibited practices.** (1) **ADVERTISING OR RENTAL OF CONDEMNED PREMISES.** No landlord may rent or advertise for rent any premises which have been placarded and condemned for human habitation, or on which a notice of intent to placard and condemn, or an order to

raze, or to rehabilitate or raze, or any similar order has been received under state or local laws or ordinances, until and unless all repairs required to bring the property into compliance with the laws or ordinances have been completed.

(2) **UNAUTHORIZED ENTRY.** No landlord may enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers, as authorized under s. 704.05 (2), Stats. Entry may not be made except upon advance notice and at reasonable times. Advance notice means at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period. This subsection does not apply to situations where the tenant requests or consents to a proposed entry at a specified time, a health or safety emergency exists, the tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from damage, or entry is otherwise authorized in writing other than in a form provision.

(3) **AUTOMATIC LEASE RENEWAL WITHOUT NOTICE.** No landlord shall enforce, or attempt to enforce, an automatic renewal or extension provision in any lease unless, as provided under s. 704.15, Stats., the tenant was given separate written notice of the pending automatic renewal or extension at least 15 days, but no more than 30 days before its stated effective date.

(4) **CONFISCATION OF PERSONAL PROPERTY.** No landlord shall seize or hold a tenant's personal property, or otherwise prevent the tenant from having access to or removing the tenant's personal property, except as authorized under s. 704.05 (5), Stats., or a lien agreement entered into in writing other than in a form provision.

(5) **RETALIATORY EVICTION.** No landlord shall terminate a tenancy or give notice preventing the automatic renewal of a lease, or constructively evict a tenant by any means including the termination or substantial reduction of heat, water or electricity to the dwelling unit, in retaliation against a tenant because the tenant has:

- (a) Reported a violation of this chapter or a building or housing code to any governmental authority, or filed suit alleging such violation; or
- (b) Joined or attempted to organize a tenant's union or association; or
- (c) Asserted, or attempted to assert any right specifically accorded to tenants under state or local law.

(6) **FAILURE TO DELIVER POSSESSION.** No landlord shall fail to deliver possession of the dwelling unit to the tenant at the time agreed upon in the rental agreement, except where the landlord is unable to deliver possession because of circumstances beyond the landlord's control.

History: Cr. Register, February, 1980, No. 290, eff. 5-1-80.

**Ag 134.10 Effect of rules on local ordinances.** (1) This chapter does not prohibit or nullify any local government ordinance with which it is not in direct conflict as provided in sub. (2).

(2) In the event of any direct conflict between this chapter and any local government ordinance, such that compliance with one can only be achieved by violating the other, this chapter shall be controlling.

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(3) Compliance with local government ordinances shall not relieve any person from the duty of complying with this chapter.

History: Cr. Register, February, 1980, No. 290, eff. 5-1-80.