

# Madison Tenant Power Handbook

## Repair Issues

### **Fact:**

- Landlords are responsible for maintaining heat, electricity, plumbing, provided appliances, smoke detectors (but not their batteries), and common areas like hallways and laundry rooms; and for addressing infestations in multi-unit buildings if within Madison.
- A tenant can only be charged for a repair if they (the tenant, the tenant's guests, minor children, or animals) caused damage/problems necessitating the repair. The tenant also has the right to request any documentation related to the repair costs, so they can determine whether or not the costs the landlord charged them for represent the actual and real costs associated with making that repair.

### **Fiction:**

- A tenant can immediately withhold or stop paying rent if a landlord hasn't addressed a repair issue satisfactorily.
- A tenant can move out if they think their unit is unfit to live in and they don't have to pay rent once they've left.

### **Organizing opportunities:**

- Find out if lots of people in a building have had issues with the landlord either failing to take repair issues seriously, or unfairly charging tenants for repairs.
  - One example is bedbugs. Landlords often do not tell their tenants that the unit they are renting, or the building their unit is in, has had pest infestations in the past, and once the tenant complains to the landlord about the pests, the landlord will tell the tenant that they need to pay for the repairs since they may have brought the bugs in. This is inaccurate, because a landlord would need to be able to prove that the specific tenant brought them in, and there are a whole host of reasons why this is next to impossible to prove.

## Security Deposits

### **Fact:**

- Landlords can't deduct from a security deposit for normal wear and tear on a unit, for routine carpet cleaning, or for issues not caused by the tenant. (But there's also no precise definition of "normal wear and tear".)
- Landlords are supposed to return security deposits within 21 days of the end of a lease, and provide an accounting of any deductions withheld from the security deposit.

- There's no such thing as a non-refundable security deposit/pet deposit.

**Fiction:**

- A tenant is automatically entitled to the full return of a security deposit if a landlord doesn't return the security deposit within 21 days of a lease ending.
- If the building has changed owners in the past year, chances are the new owners will claim that tenants who are moving out have to contact the *old* landlord to get their deposit back. That's not true, security deposits also change owners when a building is bought and sold, and whoever is the landlord at the time the tenant moves out is the person or company responsible for the security deposit.

**Organizing opportunities:**

- Find out if landlords are routinely stealing security deposits, for example by deducting for bogus charges.

## Retaliation and Discrimination

**Fact:**

- Tenants have the right to demand repairs, call a building inspector, file a complaint with the state's Department of Agriculture, Trade, and Consumer Protection, and demand an end to a landlord's discriminatory practices.
- Acts that can be considered retaliation by a landlord include raising rent, decreasing services, evicting, not renewing a lease, and threatening to do any of these--if they are in response to tenant actions like those above.
- Acts that can be considered discrimination by a landlord include charging different prices, having different terms and conditions, eviction, refusing to renew a lease, and providing different services--if these are tied to membership in a "protected class" like race, sex, family status, disability, religion, or age.

**Fiction:**

- A tenant can avoid eviction for being behind on rent if the landlord is also carrying out retaliation or discrimination against the tenant.

**Organizing opportunities:**

- Find out if the landlord has a pattern of retaliatory or discriminatory behavior towards tenants.

## Breaking a Lease

### **Fact:**

- Tenants can always break a lease and move out of a unit, and are not required to provide any particular reason to the landlord for doing so.
- Landlords can't require subletting in place of breaking a lease.
- If a tenant breaks their lease and moves out, landlords are required to pursue re-renting the unit as they would typically--so they shouldn't slow-roll things, but they also aren't required to do more than they normally would.

### **Fiction:**

- Once a tenant has broken a lease, they're completely off the hook for all rent they would have owed if they had stayed.

### **Organizing opportunities:**

- Take a look at the issues leading a tenant to consider breaking their lease. While that tenant may be preoccupied with getting into a better situation, they might also feel more motivated to talk with others in their building; or, as elsewhere, you can see if other tenants are experiencing similar issues.

## Eviction

### **Fact:**

- Tenants can only be given an eviction notice if they somehow violate a clause of their lease agreement or break the law. Violations are categorized into either *monetary violations* (not paying rent or other non-rent charges such as repair costs) or *waste violations* (virtually anything else, like having a pet when the lease says no pets, not shoveling the driveway if the lease says the tenant is responsible for that chore, or having a guest stay for longer than the number of consecutive nights allowed on the lease).
- A tenant can be given an eviction notice for non-payment of rent even if the tenant has legitimate concerns about their health and safety in the unit.
- The only entity that has the legal right to physically remove someone from a unit and authorize a landlord to change the locks on the apartment door is the sheriff's department, and they will only do this once they receive court-approved paperwork called a writ of restitution from the landlord, who can only obtain that paperwork by following the legal eviction process.
- A tenant has rights to live in the unit throughout the entire eviction process, up to the point where the sheriff is executing the writ of restitution.
- In Dane County, having a recent judgement of eviction on your record makes it significantly harder to find housing in the area.

**Fiction:**

- If a tenant doesn't move out within the number of days listed on the top of the eviction notice (i.e. 5-day, 14-day, 30-day) then the landlord can come in and throw the tenant's stuff out and change the locks. (see above)
- If a tenant moves out, they are off the hook for the back balance they owe and don't have to worry about next month's rent. In reality, a landlord can charge a tenant for the time the unit sits vacant after the tenant moves out before an eviction is formally filed and/or a judge rules in favor of granting a landlord a judgement of eviction.
- If you receive a 5-day notice it goes on your record. The eviction process does not become a formal court process until the landlord files to schedule a pre-trial hearing (also called a joinder conference).

**Organizing opportunities:**

- Getting a sense for how many people in a building have received eviction notices for non-rent violations like guests or noise complaints and if the landlord uses the notices as a tool to keep tenants docile and scared.
- Does the landlord regularly file for eviction when tenants are only a little bit behind on rent? Does the landlord file eviction notices in a pattern that reads as discriminatory or retaliatory?

## Withholding Rent

**Fact:**

- The City of Madison has a formal rent abatement process through which tenants can pay a reduced amount of rent if there are repair issues (not caused by the tenant) that affect their health or safety, or their ability to fully use or occupy the unit.
- Calling the building inspector is free and a protected right of tenancy.

**Fiction:**

- A tenant is legally protected from eviction for informally withholding rent because of repair issues.

**Organizing opportunities:**

- Withholding rent on an individual basis probably isn't a good idea because of the possibility of eviction. Larger rent strike-type actions are different because of their collective nature, but are still a potentially high-stakes confrontation and not to be taken lightly.

## Peaceful Enjoyment

### **Fact:**

- Tenants have a right to “peaceful enjoyment” of their units, though this right does not trump all other considerations.

### **Fiction:**

- If there are issues with noises, smells, etc. coming from a neighboring location, a landlord is always required to take action to mitigate the effects on tenants.

### **Organizing opportunities:**

- Are a number of tenants bothered by noise owing to thin walls, or perhaps because of other repair issues? If so, this might become a point to unify around and push for the landlord to make changes, as opposed to viewing the problem as mainly between individual tenants.