

10 Things UWM Students Should Know When Renting

1. Occupancy Ordinance: Milwaukee has a law stating that no more than three (3) unrelated individuals can live together. Violation of this ordinance can result in a fine and even eviction of you and your roommates. Living with family is the only exception to this law. Legally related family includes husband or wife, son or daughter, mother or father, sister or brother, uncle or aunt, grandparent, grandchild, niece or nephew, first-cousin, mother-in-law or father-in-law.

2. Protected Classes: Unlike race, ethnicity, and gender, *student status* is not a protected class. Landlords can refuse to rent to students. However, landlords cannot use student status as a means of preventing tenants of a certain age to sign a lease.

3. Gender Discrimination: It is illegal for a landlord to discriminate based on gender, *unless* it is an owner-occupied building with four (4) or fewer units. Owner-occupied properties are those where the landlord lives on-site. If there are four or fewer units in the building, the landlord can be selective regarding tenant gender- includes cases involving roommates or subleases.

4. Joint and Several Liability: All *tenants and cosigners* on a lease are legally responsible for the *full amount of monthly rent and any damages*, regardless of any agreement between roommates on individual payments. Choose your roommates wisely!

5. Eviction: If you are evicted it stays on your record for twenty (20) years! This can make it very difficult to rent in the future because landlords can and will find this information in a background check. Landlords can legally refuse to rent to somebody who has previously been evicted.

6. Auto-Renewal: Many twelve-month leases have an auto renewal clause in them which require 60 days' notice from the tenant to the landlord stating that they will not be renewing their lease. Without giving that notice, you could be stuck in that lease for another whole year. The landlord must provide a reminder in writing about your renewal notice at least 15 days before the auto renewal deadline.

7. Start Looking 2-3 Months before Move-In Date: Due to auto-renewal clauses in leases, many landlords won't actually know what rentals they will have available more than two months in advance.

8. Existing Damage: Landlords cannot hold you responsible for existing damage when you move in. You have seven (7) days after moving in to report any existing damage to your landlord. Landlords are required by law to provide you a check-in sheet to catalogue any damage, *Take pictures and video* before you move anything in, and if the landlord promises to do repairs, get an estimated completion date in writing prior to signing the lease.

9. Nuisance Violations: Three (3) or more calls for service (police dept., fire dept., etc.) within 30 days will designate your unit as a nuisance property. This can lead to costly fines and/or eviction. Noise violations are \$240 each and each tenant on a lease can receive their own ticket. Off-campus behavior can also have additional on-campus consequences.

10. Withholding Rent: If your landlord fails to make necessary repairs after you've contacted them, you may legally withhold rent until the repairs have been made. First, call DNS to perform an inspection and they will attempt to resolve the matter. If the repair is not fixed after the DNS inspection, you may begin the process to legally withhold rent without risking eviction for untimely payments. *Do NOT withhold rent without following the legal process.* Visit the Dept. of Neighborhood Services' website for more details: <http://city.milwaukee.gov/DNS>