If you live in the City of Madison, you have additional rights. More information is available at the Tenant Resource Center or on our website at http://tenantresourcecenter.org.

What is a security deposit?
State law defines a security deposit as “all of the money” a tenant pays to a landlord before signing a lease, including any prepaid rent above one month’s rent. Deposits are kept as a guarantee the tenant will pay the rent and not damage the apartment.

How much can my landlord charge?
State laws place no limit on the amount landlords can charge for security deposits. There are limits in the City of Madison and in Fitchburg.

Does my landlord have to pay interest?
Probably not, since interest payments are not required under state law. Your city may require that landlords pay interest; we are only aware of special rules in the City of Madison and in Fitchburg regarding annual interest on security deposits.

How do I protect my security deposit?

Fill out a check-in form.
Your landlord should give you a check-in form; if not, make your own or get one from the Tenant Resource Center (also on our website). Landlords must allow tenants at least seven days to fill out a check-in form. Make a copy of the completed check-in form for yourself and give the original to your landlord.

When filling out the check-in form, be thorough. The landlord cannot charge you for any existing damages that you include on the check-in form. Note problems such as the following:

- nail holes, cracked paint, peeling wallpaper
- dirty conditions, fixtures and appliances
- stained walls and ceilings
- plumbing, sinks, bathtubs and tiles that are worn, dirty, molded or not working properly
- missing light bulbs or glass light covers
- electrical outlets or other items that do not work (light switches, stove burners, oven coils, etc.)
- countertops that are stained, scratched, or otherwise damaged.

Get a witness
If you have a friend who isn’t living with you, have them witness the conditions at move-in. Have them initial your check-in form or a separate form of what they saw.

Take photos
Carefully photograph the apartment when you move in, being especially careful to document all damage. Give (or e-mail) one set of photos to your landlord soon after moving in and keep a second set, digital, hard copies or negatives, for yourself.

Make a video
If you have a camcorder, document the condition of the apartment, especially damaged areas.

What should I do before leaving an apartment?
Try to schedule a check-out appointment with your landlord. If your landlord agrees to do this, make sure you leave with a signed copy of the check-out form. If the landlord notes things are dirty or damaged, offer to clean or fix them.

If your landlord refuses to go through the apartment with you, complete your own check-out form and take pictures documenting the condition of the apartment. Consider having the same witness who was present for check-in help with the check-out.

If your landlord presents you with a check-out form that indicates damages that you or your guests did not cause, do not sign it. Instead, complete your own check-out form and keep a copy. You should also take pictures to prove the condition of the apartment.

Leave your forwarding address on the check-out form or mail it to the landlord. Keep copies of everything!

When must my landlord return my deposit?
The landlord has 21 days after the end of your lease to send you either the full security deposit or an itemized list of deductions (ATCP 134.06(2)(a)).

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. The landlord will have to return the security deposit within 21 days after you “surrender the premises.” You must notify the landlord in writing if you move out early, otherwise you will have to wait until the lease is over to get your security deposit back (ATCP 134.06(2)(b)).

What if I don’t receive my deposit or list of deductions?
If the landlord does not return the full deposit or a detailed list of deductions within 21 days after you move out, you can sue the landlord for double the amount of the deposit plus court costs and reasonable attorney fees (Wis. Stat. 100.20(5)).

What might my landlord deduct for?

Standard legal deductions
- unpaid rent (some exceptions in Wis. Stat. 704.29)
- unpaid utilities owed under the rental agreement or for which the landlord becomes responsible
- damages caused by the tenants or their guests that go beyond “normal wear and tear”
- unpaid mobile home parking fees.

Nonstandard legal deductions
Your landlord can deduct for reasons other than those listed above if you initialed provisions on separate page titled “NONSTANDARD RENTAL PROVISIONS” when you signed your lease. This may include subletting fees, late fees, etc.
Vocabulary

Security deposit... 

Who should my deposit be returned to?

Can I cash a partial check?

Illegal deductions

Illegal deductions

Illegal deductions...