



LEGAL UPDATE

OCTOBER 2018, 18.10

A MONTHLY GUIDE TO WISCONSIN REAL ESTATE LAW & POLICY

WRA Residential Lease and Rental Contract

Over the last several years, there have been numerous changes to the landlord-tenant law addressing a wide range of issues. Most recently, 2017 Wis. Act 317 made a variety of changes to the laws impacting Wisconsin residential rental practice. These changes, with some exceptions, went into effect April 18, 2018, and included provisions on assistance animals, electronic delivery of certain documents and information, local inspection of rental properties, public utility service to tenants, credit and background check fees, waiver of eviction defenses and more.

The new Wisconsin statutory provisions regarding reasonable accommodations for persons with disabilities relating to emotional support animals and other assistance animals are discussed in the May 2018 *Legal Update*, "Emotional Support Animals," at www.wra.org/LU1805. A recap of the other provisions of 2017 Wis. Act 317 are found in the September 2018 *Legal Update*, "Landlord Tenant Law Changes 2018," at www.wra.org/LU1809. This *Legal Update* looks at some of the landlord/tenant contracts and agreements that have been recently updated and begins with a refresher regarding the agreements used in Wisconsin to establish the relationship between landlord and tenant.

Wisconsin Rental Agreements

In Wisconsin, a tenant may have a written or verbal rental agreement. That agreement may be a lease, a periodic tenancy such as a month-to-month tenancy, or a tenancy at will, which is continued at the landlord's discretion.

What is the difference between a rental agreement and a lease?

A rental agreement is defined in Wis. Stat. § 704.01(3m) as "an oral or written agreement between a landlord and tenant, for the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms of the tenancy, such as rent." A rental agreement includes a lease, but it does not include an agreement to enter into a rental agreement in the future. A rental agreement creates a tenancy interest in real estate and arises only after the parties agree on at least the essential terms of tenancy, including the specific dwelling unit the tenant will occupy and the amount of rent the tenant will pay for that dwelling unit.

Rental agreements can generally be divided into two main categories

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or subsets: (1) leases that transfer possession of real estate for a definite period of time; and (2) informal tenancies with no definite termination date, including periodic tenancies such as a month-to-month tenancy and tenancies at will.

Wis. Stat. § 704.01(1) defines a lease as an oral or written agreement for the transfer of possession of real property, or both real and personal property together, for a definite period of time. A lease is for a definite period of time if it has a fixed commencement date and a fixed expiration date, or if the commencement and expiration can be ascertained by reference to some event, such as completion of a building.

Can an owner have a verbal lease agreement?

It is often assumed all leases are in writing, but that is not necessarily so. A lease may be written or verbal, provided that it is for a specified time period, for example, nine months, one year, or 40 weeks. Agreements for informal tenancies may also be written or verbal, including month-to-month tenancies. Leases for longer than one year, however, must be in writing because they are subject to the requirements for conveyance of real estate interests specified in Wis. Stat. § 706.02.

Obviously, it is prudent to encourage the parties to always put any leases or other rental agreements in writing so the terms of the agreement may be clearly understood and referred to later in the event of a misunderstanding or disagreement. In addition, real estate licensees are obligated to put the agreement of parties in writing unless the parties themselves or their attorneys complete a writing, as stated in Wis. Admin. Code § REEB 24.08. Similarly, Article 9 of the REALTOR® Code of Ethics requires REALTORS® to protect the parties by assuring agreements are put in writing "in clear and understandable language expressing the specific terms, conditions, obligations and commitments of the parties."

Article 9 of the Code of Ethics also requires a copy of signed or initiated agreements be furnished to each party. Wis. Admin. Code § REEB 15.02(3) provides, “A broker or salesperson shall promptly distribute an exact and complete copy of a lease or rental agreement which has been accepted and signed by all parties to the tenant upon execution of the lease or rental agreement when the tenant leases the property and to the landlord upon the landlord’s request.”

Property Management Forms Available from the WRA

Rental Agreement

- Rental Application
- Rental Disclosure
- Check-In Sheet
- Residential Rental Contract
- Residential Lease
- Lead Paint Addendum to Lease (Addendum L to Lease)
- Protect Your Family from Lead in the Home pamphlet
- Nonstandard Rental Provisions
- Smoke Detector Notice

During Tenancy

- Request for Maintenance/Consent to Enter/Notice of Potential Lead-Bearing Paint Hazard
- Guarantee/Renewal/Assignment/Sublease
- Amendment to Residential Lease or Residential Rental Contract
- Check-Out Report/Security Deposit Withholding

Default

- Five Day Notice to Remedy Default or Vacate Premises
- Five Day Notice to Vacate — Nuisance or Threat of Harm
- Five Day Notice to Vacate — Criminal Activity
- Fourteen Day Notice Terminating Tenancy
- Twenty-Eight Day Notice Terminating Tenancy
- Thirty Day Notice to Vacate for Leases of More than One Year
- Notice of Storage or Disposition of Personalty Left by Tenant (Old § 704.05(5)) process)

Agency Agreements

- WB-37 Residential Listing Contract — Exclusive Right to Rent
- Exclusive Listing Contract Right to Rent Commercial Property
- Property Management Agreement

What is the difference between a periodic tenancy and a lease for a term?

A person can rent property from a property owner even if there is no written or verbal lease for a fixed term with a definite end date as is typically seen, for instance, with a one-year lease. These tenancies generally are either (1) periodic tenancies, where the tenant pays rent on a periodic basis, or (2) tenancies at will, where the tenant is in possession of the property with the permission of the owner and pays no regular rent.

Periodic tenancies can be established for varying time periods such as day-to-day, week-to-week, month-to-month, year-to-year or for any other recurring interval of time. The time period is determined by the intent of the parties as evidenced by the interval between rent payment due dates. For example, if Jane Doe rents a house and agrees to pay rent on the first day of every month and has no lease agreement to stay for a definite period, Jane Doe would be a month-to-month tenant. If her rent were paid on a weekly basis, she would be a week-to-week tenant.

The parties also may specifically agree upon a periodic tenancy such as a month-to-month tenancy. This can be done verbally, often just by agreeing upon a particular monthly rent and rent due date, or in a written rental agreement.

What is a tenancy at will?

Occasionally a person is in possession of real property with the owner’s consent but without any lease and without any definite agreement for the periodic payment of rent. This is a tenancy at will. For example, a tenancy at will would be created if a father permitted his son to take possession of a farm, and the son made sporadic payments as he could on the mortgage. A tenancy at will is not transferable and ends upon the death of either party.

Rental forms

Competent rental practice by Wisconsin real estate licensees will involve the use of many different forms. The rental agreement or lease is the basic form, but rental applications, disclosure forms, lead-based paint (LBP) addenda, a check-in sheet and other forms also play important roles.

What is the difference between the WRA Residential Lease and the WRA Residential Rental Contract?

The WRA Residential Lease is a lease form that includes some rules and regulations and was modeled after the old WB-20 Apartment Lease. Department of Regulation and Licensing approval of this lease was rescinded in 1991. The WRA Residential Rental Contract may be used for a month-to-month tenancy or for a lease. It provides for a rent discount for timely payments, in other words, a late fee in reverse, and has more detailed explanations of landlord-tenant law than the WRA Residential Lease. Both forms have been expanded from two to four pages with a bigger font size while preserving the general layout and feel that gave each form its distinctive character.

If a lease is desired, then either form may be used; if a month-to-month tenancy is desired, then the Residential Rental Contract is the best selection. Beyond that, the choice between the two is one of familiarity, style and preference. Some attorneys believe that some small claims court commissioners prefer the WRA forms because they have come to be regarded as standard, familiar and capable of supporting uniform and efficient decisions.

What other forms are needed in a rental transaction?

Other than the rental agreement, the most important forms to use generally include a rental application form, a rental disclosure checklist form, a check-in sheet, and the LBP disclosure form – if the property is target housing:

- A rental application provides for the systematic gathering of uniform information from all tenant applicants and addresses the credit check fee.
- A rental disclosure helps the property manager or landlord ensure that all required disclosures are made and the appropriate steps are taken in the proper sequence (a) when a tenant prospect applies for rental housing and (b) when the owner and tenant enter into a rental agreement.
- A check-in sheet is required by statute and allows the new tenant to document the unit condition.
- Federal law mandates that tenants be given LBP disclosures if they are renting housing built before 1978. This includes an LBP addendum and an LBP pamphlet.

Updated WRA Residential Lease and Residential Rental Contract

The Residential Lease and the Residential Rental Contract have each grown to four pages utilizing larger fonts while maintaining the same general appearance and layout.

Revised residential lease

The WRA Residential Lease form has been revised in a manner to increase the font size and enhance the readability of the form while at the same time avoiding alteration in the layout and appearance of the form. It should hopefully still feel familiar to those accustomed to using this lease. This form does not have line numbers but instead has headings in the left-hand column. The easiest way to describe the changes is to walk through the form and highlight the sections where the modifications have been made.

Children: The Parties section includes an instruction to list occupants who are not tenants, such as children, in one of the Special Conditions sections containing blank lines. It will be useful to know the names of children who will be living in the unit.

Contact Information: It may be beneficial to include contact information other than just an address in the lines for the Landlord and the Landlord's Agent if that is desired. There also is a line for an email address in the signature blocks at the end of the Lease.

Rent: The Rent section was moved so that it appears before the chart for Utilities.

Utilities: Utilities that are separately metered or allocated as stated in the lease, are payable by the tenant in addition to the rent. Utility allocations can be stated in the Special Conditions lines or an attachment. A tenant's failure to timely pay utility bills is a breach of the lease.

Security Deposit: In the Security Deposit section, the trigger for starting to count the 21 days for the landlord's return of the security deposit is when the tenant vacates the premises, as established under Wis. Stat. § 704.28(4). The statute provides the landlord will return the security deposit within 21 days of the following:

- (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.
- (b) If the tenant vacates the premises or is evicted before the termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord re-rents the premises, before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.
- (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under § 799.45(2).

<https://docs.legis.wisconsin.gov/statutes/statutes/704/28>



**REALTOR® Practice Tip**

With regard to the Security Deposit section, the parties start counting the 21 days for the return of the security deposit from the date established in Wis. Stat. § 704.28(4). That statute includes several different conditional trigger points not detailed in the lease. However, if the lease includes Nonstandard Rental Provisions and the landlord also uses the WRA's forms, § 704.28(4) is printed on the back of the WRA Nonstandard Rental Provisions form as a handy reference.

The Check-In Sheet section appears on the second page. Sections that had been combined in the prior printing of the Residential Lease, like "Mitigation; Abandonment; Personal Property," have been split apart into separate sections. The Personal Property section contains the important language regarding the landlord's right to dispose of the tenant's personal property left behind when the tenant vacates the premises or is evicted, in the manner deemed appropriate by the landlord.

The content on the second and third pages is substantially the same as in the prior version except that it is in larger font and there are more headings in the left-hand column.

**REALTOR® Practice Tip**

Under the premise "it is better to be safe than sorry," it may be prudent to provide a separate smoke and carbon monoxide detector notice to tenants in addition to the Smoke Detector Notice Provision in the Residential Lease. The separate notice will impress upon tenants that maintaining these detectors is important and that failure to do so can have serious consequences. See "Protecting Wisconsin Homes and Families" in the May 2010 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/May10/ProtectingWisconsin.

Electronic communications

As the only completely new section in the WRA Residential Lease, this section at the top of the fourth page states the agreement of the landlord and the tenant to allow the use of electronic communications in some instances while acknowledging that some communications and documents such as tenancy termination or eviction notices may not be given electronically.

The first step is to have the tenants provide electronic consent to the use of electronic documents, signatures and delivery. Assuming the lease is a consumer transaction where the premises are rented, or the rental proceeds are primarily for personal, family or household purposes, each consumer providing an email address in the signature block should first consent electronically, as required by federal law, to the use of electronic documents in the transaction. Generic electronic consents to electronic signatures, forms or documents are available, for instance, the click-through e-consent in zipForm or other electronic forms platforms. The Consent for Use of Electronic Documents and Signatures in Consumer Real Estate Transactions found at www.wra.org/eCommerce may be modified as needed for a residential rental transaction. References to the broker, for instance, might be changed to refer to the landlord or owner. Once the tenants have provided electronic

consent, the parties may use electronic documents, signatures and delivery to the extent it is not prohibited under federal or state law.

The recent landlord/tenant legislation in 2017 Wis. Act 317 specifically authorizes certain email notices and communications between the landlord and the tenant as long as they are authorized in the lease or rental contract when a landlord enters into new leases and rental contracts or renews them on or after April 18, 2018. Under the new Wis. Stat. § 704.10, the landlord and tenant may agree that the landlord may provide, and indicate agreement, by electronic means for:

1. A copy of the rental agreement and any related document.
2. A security deposit and any documents related to the accounting or disposition of the security deposit and refund.
3. Any promise made by Landlord prior to entering into this Lease to clean, repair or otherwise improve the premises.
4. An advance notice to enter the premises to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws and regulations.

① MORE INFO

See the new legislation, 2017 Wis. Act 317, at docs.legis.wisconsin.gov/2017/related/acts/317.pdf and the new Wis. Stat. § 704.10 regarding electronic delivery at docs.legis.wisconsin.gov/statutes/statutes/704/10.

**REALTOR® Practice Tip**

Landlords and property managers should be clear that § 704.10 applies only when there is a new or renewal lease or rental agreement entered into on or after April 18, 2018, and listing the items from the statute. The language must be in the rental agreement before the statute applies.

There are provisions under both federal and Wisconsin law prohibiting the delivery of certain notices and documents electronically. Under the federal E-Sign law, electronic records cannot be used for any notice cancelling or terminating utility services such as water, heat and power; or any notice for a default, acceleration, repossession, foreclosure or eviction under a rental agreement for a primary residence of an individual. Wis. Stat. § 137.12(2r) also states these limitations.

**REALTOR® Practice Tip**

Landlords and property managers should be clear that a default notice or an eviction notice cannot, under present federal and state law, be given electronically.

Wisconsin E-Commerce law, in Wis. Stat. § 137.16(2) provides that when another law requires a notice to be posted or displayed in a certain manner; to be sent, communicated or transmitted by a specified method; or to contain information that is formatted in a certain manner, then such requirements of the other law must be observed. That would seem to be the case with the notice delivery requirements for landlords in Wis. Stat. § 704.21(1), as well as the similar notice delivery requirements for tenants under § 704.21(2).

§ 704.21 Manner of giving notice

(1) Notice by landlord. Notice by the landlord or a person in the landlord's behalf must be given under this chapter by one of the following methods:

(a) By giving a copy of the notice personally to the tenant or by leaving a copy at the tenant's usual place of abode in the presence of some competent member of the tenant's family at least 14 years of age, who is informed of the contents of the notice;

(b) By leaving a copy with any competent person apparently in charge of the rented premises or occupying the premises or a part thereof, and by mailing a copy by regular or other mail to the tenant's last-known address;

(c) If notice cannot be given under par. (a) or (b) with reasonable diligence, by affixing a copy of the notice in a conspicuous place on the rented premises where it can be conveniently read and by mailing a copy by regular or other mail to the tenant's last-known address;

(d) By mailing a copy of the notice by registered or certified mail to the tenant at the tenant's last-known address;

(e) By serving the tenant as prescribed in s. 801.11 for the service of a summons.

(5) Effect of actual receipt of notice. If notice is not properly given by one of the methods specified in this section, but is actually received by the other party, the notice is deemed to be properly given; but the burden is upon the party alleging actual receipt to prove the fact by clear and convincing evidence.

Therefore, landlord-tenant notices, other than those listed in § 704.10, must continue to be delivered in compliance with Wis. Stat. § 704.21, which does not allow for electronic delivery. Section 704.21(5), however, does recognize notices given by other means if actual receipt of the notice can be established. Under § 704.21(5), electronic forms and electronic delivery might still work for notices, other than default or eviction notices, in cases where actual receipt of a notice is admitted by the tenant or can be proved by the landlord by clear and convincing evidence.

The WRA's 2018 version of the Residential Lease will be available in hard copy and on zipForm in October 2018. See a sample copy of the revised WRA Residential Lease at www.wra.org/WRA-NRL/Sample.

Revised residential rental contract

The WRA Residential Rental Contract may be used for a month-to-month tenancy or for a lease. It provides for a rent discount, which is a late fee in reverse, and has explanations of landlord-tenant law on the second and third pages. Like the WRA Residential Lease form, the WRA Residential Rental contract has been revised in a manner to make as few changes as necessary in the layout and appearance of the form. It should hopefully still feel familiar to those accustomed to using this contract.

Rent (lines 16-22): The Residential Rental Contract is structured so that the amount of the rent may be stated and other additional charges may also be separately stated, for instance, an amenities charge or a

parking garage charge that perhaps is an optional add-on. A due date is stated. The second sentence on lines 17-18 allows discounted amounts to be entered if the payment is made by an earlier date. For example, the rent may be \$900 if paid by the fifth day of the month but is dropped to \$880 if paid by the first of the month.

Term (lines 23-27): The box on line 24 can be checked and the first day of the term may be written in if the rental contract is going to be used for a month-to-month tenancy. The box on line 25 may be checked and the first and last day of the rental term may be written in if the rental contract will be used for a lease.

The discussion of the WRA Residential Lease pertaining to the Security Deposit, Utilities, and Electronic Communications sections also applies to the corresponding provisions in the WRA Residential Rental Contract.

The WRA's 2018 version of the Residential Rental Contract will be available in hard copy and on zipForm in October. See a sample copy of the revised WRA Residential Rental Contract at www.wra.org/WRA-NRL/Sample.



Attachments to WRA lease and rental contract

Both the WRA Residential Rental Contract and the WRA Residential Lease have a list of potential attachments in a box appearing near the end just about the signatures. The various attachments generally strengthen the landlord's position relating to several important potential issues.

Lease guaranty/renewal/assignment/sublease (WRA-RAG)

This is a multi-purpose form that may be used, first of all, if there is a lease guarantor, often the parents or relatives of college students or younger individuals, who make payments if the tenants do not. Secondly, the form may also be used as a quick way to renew an existing lease or rental contract without a lot of paperwork.

The third purpose of the WRA Lease Guaranty/Renewal/Assignment/Sublease is for subletting. Generally, tenants at will and periodic tenants cannot sublet without the consent of the landlord, while all other tenants may sublet unless the rental agreement or lease prohibits or restricts subletting. Some landlords have subletting procedures and subletting fees. A tenant who sublets will still be on the lease, remain responsible for the property and be financially responsible if the subtenant does not pay the rent or damages the property. Generally a landlord is permitted to keep the tenant's security deposit and require a deposit from the sublessee as well. Written subletting agreements should be used. Unless there is language that says the landlord agrees to hold the tenant harmless once a sublease is in place, the tenant generally continues to be responsible under the lease. See the Tenant Resource Center information about subletting at www.tenantresourcecenter.org/all_about_subletting.

The fourth purpose of the form is for an assignment where a new tenant essentially takes over and assumes all liability with the assigning tenant being completely released from any liability.

Rules and regulations

These would be an owner-generated document of the landlord's rules.

WRA smoke and carbon monoxide detector notice (WRA-SMK)

This form explains the dangers and delineates the tenant's responsibilities with regard to both smoke detectors and carbon monoxide detectors. The back of the form has the applicable statutes. Look for a revised version updating the new changes to the carbon monoxide detector installation requirements for residential buildings with three or more residential units in Wis. Stat. § 101.149. Review the statutory installation requirements at docs.legis.wisconsin.gov/statutes/statutes/101/1/149 and the DSPS brochure at dps.wi.gov/Documents/Programs/SBD10882.pdf.

Lead-based paint disclosure and pamphlet

This refers to the WRA Addendum L to Lease or other lead-based paint (LBP) notice, and the EPA's "Protect Your Family from Lead In Your

Home" pamphlet. See the discussion at the end of this *Update*.

Amendment

If this is a lease or rental contract that has been renewed, there might also be an amendment in play. The WRA-ARL – Amendment to Residential Lease or Residential Rental Contract may be used for this.

Nonstandard rental provisions

Wis. Stat. § 704.28(2), for instance, addresses Nonstandard Rental Provisions authorizing withholding from the security deposit. This statute requires that Nonstandard Rental Provisions be in a separate written document. The landlord must specifically identify but need not discuss Nonstandard Rental Provisions authorizing withholding from the security deposit. The tenant must initial or sign Nonstandard Rental Provisions authorizing withholding from the security deposit. See WRA-NRP – Nonstandard Rental Provisions.

Promises to repair

Wis. Admin. Code § ATPC 134.07 provides that every promise or representation made by a landlord to a tenant or prospective tenant to the effect that the premises will be cleaned, repaired or otherwise improved must specify the date or time period when the cleaning, repairs or improvements are to be completed. All promises made before the initial rental agreement shall be in writing with a copy furnished to the tenant.

The landlord may wish to attach any repair promises to the lease or rental contract to keep track of them.

Code violations

Any code violations or adverse conditions affecting habitability are disclosed in an attachment per the terms of the WRA Residential Lease and the Residential Rental Contract.

Real estate agency disclosure

A broker representing the landlord may occasionally wish to provide an agency disclosure making it clear to the tenant that the broker/property manager represents the property owner.

Utilities cost allocation

Wis. Admin. Code § ATPC 134.04(3) provides that if charges for water, heat or electricity are not included in the rent, the landlord must disclose this to the tenant before entering into a rental agreement or accepting any earnest money or security deposit from the prospective tenant. If individual dwelling units and common areas are not separately metered, and if the charges are not included in the rent, the landlord must disclose the basis on which charges for utility services will be allocated among individual dwelling units. The WRA Residential Lease and the Residential Rental Contract both indicate on the first page that any such explanations should be written into the agreement or included in an attachment.

**“The tenant must
initial or sign
Nonstandard Rental
Provisions authorizing
withholding from the
security deposit.”**



used by the landlord as a checklist reminder, or it may be completed by the tenant and then signed by the tenant if desired. The front side of the form serves as the rental application checklist. All of the disclosures found on the front must be made before any earnest money or security deposit is accepted and before a rental agreement is entered into, in most cases. The back side of the form is a lease/rental agreement signing checklist.

① MORE INFO

See the DATCP Landlord Tenant Guide at datcp.wi.gov/Documents/LT-LandlordTenantGuide497.pdf and the DATCP Bureau of Consumer Protection: Tenants' Rights and Responsibilities at datcp.wi.gov/Documents/LT-TenantsRights143.pdf for more information.

The WRA's 2018 version of the Rental Disclosure Form will be available in hard copy and on zipForm in October. See the sample copy of the revised WRA Rental Disclosure Form at www.wra.org/RentalDisclosure/Sample.

Check-in sheet

The Check-In Sheet meets the requirements of the current Wis. Stat. § 704.08. The result is a check-in form that allows tenants to comment on the condition of the premises when they first take occupancy and document any problem areas. This will help protect the tenants from later being held responsible for any pre-existing conditions when the landlord inspects the premises and assesses damages after the tenants leave.



REALTOR® Practice Tips

When a residential tenant begins occupancy, § 704.08 makes it mandatory for the landlord to provide the tenant with a Check-In Sheet. The tenant may complete the form and return it to the landlord within seven days.

The Check-In Sheet is required only for new residential tenants. It is not needed for residential renewal tenants or for commercial tenants.

Rental disclosure form

Only minor changes were made to the WRA Rental Disclosure Form, a checklist of required steps and disclosures for landlords and property managers. The code violations language on the front page was updated to conform to Wis. Stat. § 704.07(2)(bm).

To help landlords keep track of all of the disclosures that they must make whenever a prospective tenant applies for rental housing and/or tenders earnest money or a security deposit, the Department of Agriculture, Trade and Consumer Protection developed a sample rental disclosure form that appeared in the DATCP publication entitled "Landlords and Tenants – The Wisconsin Way." This publication is no longer available.

The WRA developed a similar Rental Disclosure Form to use as a checklist to ensure compliance with the Wis. Admin. Code chapter ATCP 134. The WRA Rental Disclosure Form is designed so that it may be

LBP paint reminder

A Lead-Based Paint Provisions section appears in both the WRA Residential Lease and the WRA Residential Rental Contract. As far as the landlord giving the tenant the WRA Addendum L to Lease or other lead-based paint (LBP) notice, the requirements remain largely unchanged.

Landlords must give prospective tenants of premises in target housing built before 1978:

- The EPA-approved information pamphlet on identifying and controlling LBP hazards, "Protect Your Family from Lead In Your Home," available in various languages at www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure
- Any known information concerning LBP or LBP hazards pertaining to the building. For multi-unit buildings, this requirement

includes records and reports concerning common areas and other units when such information was obtained as a result of a building-wide evaluation.

An LBP disclosure lease addendum or attachment that includes a “Lead Warning Statement” and confirms that the landlord has complied with all notification requirements, such as the WRA’s Addendum L to Lease.



REALTOR® Practice Tips

Note that the “Protect Your Family from Lead in Your Home” pamphlet was updated in June 2017. The EPA, however, does not require users to disregard older versions of the pamphlet — users may use up the older version but should be sure to purchase or print the 2017 version when the pamphlet stock is replenished. There is also a supplement that may be used in conjunction with older versions at www.epa.gov/sites/production/files/2017-06/documents/pyf_new_2-pg_supplement_for_older_pyf_june_2017_0.pdf.

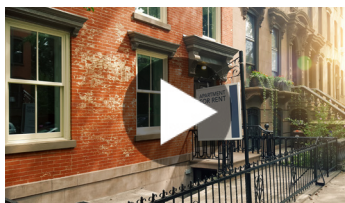
The federal LBP disclosures and pamphlets must be provided for all leases and rentals of target housing. Verbal rental agreements, periodic tenancies such as a month-to-month tenancy and subleases are included, but the rule does not apply to leases for 100 days or less. LBP disclosures must be given at the beginning of a lease or rental term but need not be repeated for the renewal or extension of existing leases where the landlord previously disclosed all information required by the rules and no new information concerning LBP on the premises has come to the attention of the landlord.



REALTOR® Practice Tips

For additional information, see *Legal Update* 03.07, the “Residential Rental Primer,” at www.wra.org/LU0307.

Watch the associated video:



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