

## Safe Housing Act

The Safe Housing Act (2007 Wisconsin Act 184) says that under certain circumstances, a tenant may terminate their lease or have the landlord terminate another tenant's lease if there is an imminent threat to his/her safety. The law allows victims of domestic violence, sexual assault, stalking, or child abuse to terminate a tenancy if they or their children are 1) in imminent physical danger AND 2) have an accepted form of documentation of the threat. These include a permanent injunction (restraining order), criminal complaint, or condition of release from prison or jail prohibiting contact with the tenant or their child(ren).

This law allows the victim to give written notice ending a year-long tenancy as though it were a month-to-month tenancy (written 28-day notice). For more information see our "Ending A Lease" brochure. The law also allows landlords to evict the tenant who is named in the injunction or court order as the person committing the abuse, assault or stalking. This law is very detailed about the types of circumstances that allow a tenancy to be terminated, so please refer directly to the law for more information, and seek legal assistance if necessary (Wis. Stat. 704.16).

**Domestic Abuse Intervention Services (DAIS)** can provide counseling and free legal advocacy for tenants in Dane County who are the victim of domestic or child abuse, sexual assault, or stalking. Call: 251-4445. DAIS can assist tenants in obtaining the necessary injunctions to terminate their leases, and assist with the termination itself. They also provide other support, resources, and safety counseling.

## Don't Be Afraid to Call the Police

In some neighborhoods landlords are under pressure from the police and neighbors to cut down on police calls. Landlords may be threatened with violations of the Chronic Nuisance Ordinance (MGO 25.09) if there are too many police calls. This has caused many landlords to put potentially illegal clauses in their leases.

Wisconsin law says that a rental agreement is void and unenforceable if it allows a landlord to increase rent, decrease services, bring an action for eviction, refuse to renew, or to threaten any of these actions because a tenant has contacted law enforcement or emergency services for their safety (Wis. Stat. 704.44).

Additionally, **a lease is void and unenforceable if it contains a clause that "allows the landlord to terminate the tenancy of a tenant if a crime is committed in or on the rental property, even if the tenant could not reasonably have prevented the crime." (Wis. Stat. 704.44(9)). (3/31/12)**

Tenants should not be afraid of being evicted for calling the police or emergency services for their own protection or because there is criminal activity in the building or on the property.

## Other Useful Safety Information

### Notice Required For Landlord Entry

According to City of Madison ordinances, the landlord and any agents of the landlord must give **24-hours notice before entering your apartment to make repairs or to inspect (MGO 32.05(1)). For entry to show an apartment, the landlord only has to give 12 hours notice unless you agreed to another amount of time or process in the lease in a NON-STANDARD RENTAL PROVISION you initialed when you signed your lease. (12/21/11)**

In an emergency, or if the tenant waives the notice requirement on a case-by-case basis, the 24-hour or 12-hour notice is not required. Suspected lease violations, such as a party or an unauthorized pet, are NOT reasons to enter without notice.

### Action Steps for Illegal Landlord Entry

If your landlord is entering without notice, at unreasonable times, or for an inappropriate purpose, notify the landlord in writing that you request proper notification before entry. If the person entering without notice is a resident manager or an off-site manager, but not the owner, send a copy of the letter to the person's supervisor or the actual owner of the property.

If unauthorized entry continues and makes you feel unsafe, call the police to file a report. The police can issue a \$600 fine for the first offense for unauthorized entry, and \$1000 for the second, if you call and cite MGO 1.08(3)(a) and let them know that the police have "bail deposit authority."

**City of Madison Non-Emergency Police Dispatch**  
(608) 266-4275

**Madison Gas & Electric Emergency Number**  
1-800-245-1123

**City of Madison Building Inspector**  
(608) 256-4551

Don't forget to follow Tenant Resource Center on our [Blog](#), [Facebook](#), and [Twitter](#) accounts for announcements about our annual fundraising events in Madison, and more!

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This program is funded by the following:



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Special thanks to the **Dane County Bar Association** and **Area Agency on Aging of Dane County (Leck Grant)** for their generous support in updating these materials!

The **Tenant Resource Center** is a non-profit, membership organization dedicated to promoting positive relations between rental housing consumers and providers throughout Wisconsin. By providing information and referrals, education about rental rights and responsibilities, and access to conflict resolution, we empower the community to obtain and maintain quality affordable housing.



# Apartment Safety in the City of Madison

### MAIN OFFICE

(Located in the Social Justice Center, Suite 102)

1202 Williamson Street, Madison, WI 53703

**Monday – Friday, 9AM-6PM**

Housing Questions: (608) 257-0006

Toll-Free: (877) 238-RENT (7368)

[asktrc@tenantresourcecenter.org](mailto:asktrc@tenantresourcecenter.org)

En Español: (608) 237-8913

Hmoob: (608) 257-0143

Mediation: (608) 257-2799

Business: (608) 257-0143 | Fax: (608) 286-0804

### CAMPUS OFFICE

(Located in the Student Activity Center, 3<sup>rd</sup> Floor)

333 East Campus Mall, Madison, WI 53703

**Hours vary, please check the website!**

Phone: (608) 561-3727

[uw@tenantresourcecenter.org](http://uw@tenantresourcecenter.org)

### HOUSING HELP DESK

(Located in the Dane County Job Center, Room 2)

1819 Aberg Avenue, Madison, WI 53704

Monday – Friday, 10AM-2PM

Phone: (608) 242-7406 | Fax: (608) 242-7490

[hhd@tenantresourcecenter.org](mailto:hhd@tenantresourcecenter.org)

Visit us at [tenantresourcecenter.org](http://tenantresourcecenter.org)!

Follow us on [B](#), [f](#) and [t](#)!

If you need an interpreter, materials in alternative formats, or other accommodations, call our administrative line at (608) 257-0143.

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**NOTE:** 2011 Wisconsin Acts 108 and 143 (formerly SB 107 and SB 466) changed many laws. Act 108 (Dane County/Madison and Fitchburg) went into effect on 12/21/11 and Act 143 (statewide) went into effect on 3/31/12. These changes are indicated in **bold** and ~~strikethrough~~ and apply to leases signed **or** some events that happened after that date.

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## Apartment Safety Tips

### Door Locks, Door Chains, and Dead Bolts

Always lock your deadbolt when you leave and when you're home. The deadbolt should be at least an inch long. Do not prop open the door to your apartment or apartment building.

### Window Locks and Ventilation Locks

Always lock your windows. All first floor windows or windows accessible by a platform or fire escape are required to have both regular locks (which do not allow the window to open at all) and ventilation locks (which allow the window to open a few inches for ventilation but not wide enough to allow entry). These locks, when installed and used properly, will not allow entry without breaking glass. If locks are missing or don't work, request repairs. If repairs are not made, do not hesitate to call the building inspector. In the City of Madison that number is (608) 266-4551.

### Key Use Policy

Never label your keys or key chain with your house or unit number. If you lose your keys, your residence will be at risk. If you need extra sets of keys, ask the landlord. (You may be required to pay a small deposit for extra keys.) If the locks were not re-keyed before you moved in, you may ask the landlord to do so. (You may have to pay this expense yourself, however, as the landlord is not obligated to change the locks between tenants except in special circumstances.)

### Security Locked (Controlled Access) Entrances

Controlled access buildings are only secure if the common doors remain closed and locked when not in use. Do not prop them open or give out the code to the key pad. You could compromise the safety of the whole building.

### Sliding Door Locks & Secondary Security Devices

Unsecured sliding doors are a common target for unauthorized entry. Be sure your patio door locks securely when closed. A secondary locking device such as a stick can be placed in the sliding track to prevent the door from opening and can allow for a small opening to let in fresh air, while remaining safe.

### Common Area Lighting

Be sure common areas have adequate lighting. If bulbs are burned out or if lights on an automatic timer are not turning on when dark, notify the landlord right away.

## Window Coverings

Keep your curtains or blinds closed if you are away from home for an extended period of time. Do not assume that the window coverings are included with the apartment. If window coverings are not provided, ask the landlord if he or she will provide them.

### Door Viewer

Always use your door viewer before you open your door for someone. If the door viewer is broken or not provided, notify the landlord immediately.

### Check Out the Area Before You Rent

Call the City of Madison Police Department's non-emergency number (255-2345) and ask to speak with the area's neighborhood officer. If possible, walk around and talk with current residents about any safety concerns they have and their relationship with the local officers.

## Smoke Detectors

State law requires the owner or manager of a unit to provide a working smoke detector on each floor including the basement. If a tenant gives written notice to the owner or manager that the smoke detector is not functional, the landlord must take action within five days to make the smoke detector functional. The tenant must maintain the smoke detector (e.g. by providing batteries) and give written notice if it is not working properly (Wis. Stat. 101.145(4) & (3)(c)).

All residential rental properties within the City of Madison shall have smoke alarms in place which is either a hardwired smoke alarm with a battery backup or a smoke alarm powered by a non-replaceable, non-removable battery capable of powering the smoke alarm for a minimum of ten years. Such smoke alarms must be installed in the following areas: In each bedroom; in each sleeping area; within six feet of each door leading to a bedroom or sleeping area of each unit; and on each floor of the building.

Upon each new lease, and at least once every 12 months for continuing tenants, the owner shall provide tenants with fire safety educational materials as provided by the Madison Fire Department. For a complete list of rules under this ordinance call MFD at (608) 266-4420 or visit [www.madisonfire.org](http://www.madisonfire.org) (MGO 27.05(2)(w), 32.06(4) & (2)(a)1.j., and 34.42).

## Carbon Monoxide Detectors

Wisconsin law (2007 Wisconsin Act 205 and 2009 Wisconsin Act 158) requires carbon monoxide detectors to be installed and maintained in all new and most existing residential buildings. Local building inspection agencies and fire inspectors are authorized to inspect for these detectors at the same time as they would inspect for smoke detectors. The Wisconsin Department of Commerce has authority over these rules and maintains current information on their website:  
<http://dps.wi.gov/sb/SB-UdcAlarmsinfo.html>

## Required Landlord Disclosures

Before renting, the landlord must tell the tenant about **uncorrected** building code violations **that they have actual knowledge of and which present a significant threat to the prospective tenant's health or safety (Wis. Stat. 704.07). (2/31/12)** For more information visit our website or see our brochure on "Preparing To Rent."

## Action Steps

### Note needed repairs on your check-in form.

Inspect your apartment for the following safety features:

- Security-locked entrances to common areas
- Deadbolt/sliding door locks, and window locks
- Lighting in common areas
- Door viewer
- Smoke detectors and carbon monoxide detectors

**For more information visit our website or see our brochures on "Security Deposits" and "Preparing to Rent."**

### Contact Landlord to Request Repairs

Even if you listed security repairs on your check-in form, put repair requests in writing to your landlord, reminding him/her that it is a safety issue. Date the request and keep a copy of it for your own records. Many landlords do not use the check-in sheet as a notification of needed repairs. Instead, they promptly file the check-in sheet and don't look at it until the end of the tenancy.

### Document Needed Repairs

Document the security repairs that are needed by taking pictures and keeping a log of actions you take, like contacting the landlord and calling building inspection. Make sure the log includes the date and time you called, the person you talked to, and a brief summary of what you talked about including the requests or promises made to complete the repair.

### Call Building Inspection

In most instances, the security measures listed in this brochure are required by the City of Madison building code. Other areas of the state likely have similar codes if there is a building inspector. If your landlord does not respond to your repair requests, notify Building Inspection. In the City of Madison, the number is: 266-4551.

### Changing the Locks in an Emergency

**Madison only:** In an emergency, where the rental premises or the health and safety of the tenant are at risk, the tenant may change or re-key the locks without prior permission of the landlord. This is the only situation where a tenant may do this. The tenant needs to give the landlord a key within 48 hours or as soon as possible, and the landlord has the right to replace the altered lock (MGO 32.05(2)). The landlord does not need to reimburse the tenant for the cost of changing the locks.