

## **THE 10 DEADLY SINS OF A LEASE**

If any of the following 10 provisions are included in a residential rental agreement, your rental agreement may be void and unenforceable:

1. Any provision that allows a landlord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services: (a) increase rent, (b) decrease services, (c) bring an action for possession of the premises, (d) refuse to renew a rental agreement, (e) threaten to take any action under pars. (a) to (d).
2. A provision that authorizes the eviction or lock out of a tenant from the premises, other than by judicial procedures as provided under [ch.799](#).
3. A provision that provides for an acceleration of rent payments in the event of tenant default or breach of obligations under the rental agreement, or otherwise waives the landlord's obligation to mitigate damages as provided [s. 704.29](#)
4. A provision that requires payment by the tenant of attorney fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement. This subsection does not prevent a landlord or tenant from recovering costs or attorney's fees under a court order under [ch.799](#) or [814](#).
5. A provision that authorizes the landlord or an agent of the landlord to "confess judgment" against the tenant in any action arising under the rental agreement. "Confession of judgment" is where the landlord is authorized by a lease clause to go to court as the tenant's representative and admit the tenant's guilt in any dispute with the landlord without providing a chance for the tenant to defend himself or herself.
6. A provision that states that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under [s. 704.07](#) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.
7. A provision that imposes liability on a tenant for any of the following: (a) personal injury arising from causes clearly beyond the tenant's control, (b) property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees. This paragraph does not affect ordinary maintenance obligations of a tenant under s. 704.07 or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.
8. A provision that waives any statutory or other legal obligation on the part of the landlord to deliver the premises in a fit or habitable condition or to maintain the premises during the tenant's tenancy.
9. A rental agreement will be void and unenforceable if it contains a provision that allows the landlord to terminate the tenancy of a tenant based solely on a crime being committed if the tenant, or someone lawfully living with them, is a victim of that crime. [sec. 704.14, Wis. Stats.](#)
10. A rental agreement will be void and unenforceable if it allows the landlord to terminate the tenancy of a tenant for a crime committed in relation to the rental property if it does not also include the new domestic abuse protection language set forth in [sec. 704. 14, Wis. Stats.](#)

**IF YOUR LEASE HAS ANY OF THESE PROHIBITED PROVISIONS, YOU SHOULD TALK TO AN ATTORNEY. IF YOU CANNOT AFFORD AN ATTORNEY, CALL THE NEAREST OFFICE OF LEGAL ACTION OF WISCONSIN, INC. FOR POSSIBLE ASSISTANCE.**