



TENANT

RESOURCE CENTER

Security Deposits

Applicable Laws

[Wisconsin Statutes ch. 704](#)

[Wisconsin Administrative Code ATCP ch. 134](#)

Definition

A security deposit is “the total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant’s obligations, and includes all rent payments in excess of 1 month’s rent.” ATCP 134.02(11). Security deposits are a type of guarantee. The landlord can keep all or a portion of the security deposit if the tenant owes rent, causes damages to the unit, or owes other costs that can be lawfully charged against a security deposit.

Required Notice and Disclosures

Before a landlord can accept a security deposit from a tenant (or convert an earnest money deposit to a security deposit), the landlord must notify the tenant in writing that they have 7 days after their tenancy begins to:

- complete a check-in sheet about the conditions of the unit, and
- request a list of damages charged against the previous tenant’s security deposit.

ATCP 134.06(1)(a); Wis. Stat. 704.08. These items help in establishing what damages already exist in the unit prior to the tenant moving in.

Landlords are not required to provide a particular check-in sheet form to tenants. If one is not provided, tenants may use any form but should include details and pictures.

A landlord is required to respond to a tenant's request for a list of damages charged against a previous tenant's security deposit within 30 days after they receive the request or 7 days after notifying the previous tenant of the security deposit charges, whichever is later. The landlord must include all defects and damages, even if not repaired. The landlord is not required to include the amount withheld from the security deposit or identifying information about the previous tenant. ATCP 134.06(1)(b).

Receipt Required

Landlords are required to provide a written receipt to a tenant who pays a security deposit. The only exception is if the applicant paid by check, the check includes a note that it is for a security deposit, and the applicant does not request a receipt. ATCP 134.03(2).

Timing Requirements for Returning a Security Deposit

Landlords must return the security deposit less any amounts lawfully withheld no later than 21 days after the following:

- If the tenant moves out on the day the rental agreement terminates, the date on which the rental agreement terminates.
- If the tenant moves out or is evicted *before* the termination date, the date on which the rental agreement terminates or, if the landlord rerents the unit before the tenant's rental agreement terminates, the date when the new tenant's tenancy begins.
- If the tenant moves out or is evicted *after* the termination date, the date when the landlord learns that the tenant has vacated or has been removed from the unit after the landlord obtained a writ of restitution under Wis. Stat. 799.45(2).

ATCP 134.06(2); Wis. Stat. 704.28(4).

Landlords may deliver the returned security deposit in-person to the tenant, by mail, or electronically. If the landlord attempts to deliver or mail the security deposit to the tenant's last known address, the landlord has met their obligation. This applies even if the last known address is the unit the tenant just vacated or was evicted from because the tenant does not provide the landlord with a new address. ATCP 134.06(5); 704.10(2).

Chart Showing The Deadline for Returning a Security Deposit

How/When Tenant Vacates the Unit	When Security Deposit Must be Returned	Example
Tenant vacates when the rental agreement terminates	21 days after the termination of the rental agreement	Lease ends on October 31. Tenant moves out on October 31. Landlord is required to return the security deposit by November 21.
Tenant vacates or is evicted before rental agreement terminates and landlord does NOT re-rent the unit before the termination date	21 days after the termination of the rental agreement	Lease ends on October 31. Tenant moves out on September 10. Landlord is required to return the security deposit by November 21.
Tenant vacates or is evicted before rental agreement terminates and landlord re-rents the unit before the termination date	21 days after the new tenancy begins	Lease ends on October 31. Tenant moves out on September 10. Landlord rents the unit to a new tenant who moves in on October 1. Landlord is required to return the security deposit by October 22.
Tenant vacates or is evicted after the rental agreement terminates	21 days after the landlord learns the tenant has vacated or has been evicted	Lease ends on October 31. Tenant is evicted and a writ executed on November 28. Landlord is required to return the security deposit by December 19.

Lawful Withholdings

Withholdings Statement Required

If a landlord withholds any amount from the tenant's security deposit, they must include a withholdings statement that indicates the specific amount being withheld and the reason why it is being withheld. The withholdings statement must include a description of each item of physical damage or other charge against the security deposit and the amount withheld as "reasonable compensation" for each charge. This statement is subject to the same timing requirements as the security deposit return outlined above. ATCP 134.06(4).

Documents related to a security deposit may be delivered electronically if the rental agreement includes a provision authorizing “electronic delivery” of such documents. Wis. Stat. 704.10.

The Wisconsin Court of Appeals has ruled the landlords may be criminally liable for failing to provide a withholding statement in addition to being held liable for double damages, and court and attorney fees, to the tenant. *State v. Lasecki*, 2020 WI App 36.

Lawful Charges Against a Security Deposit

Landlords may withhold from the security deposit amounts reasonably incurred.

Charges that may be withheld are:

- Tenant damage, waste, or neglect
 - this does NOT include normal wear and tear, or damages that the tenant cannot be held responsible for under the law
 - routine carpet cleaning is not tenant damage and cannot be withheld as a charge against the tenant’s security deposit
- Unpaid rent the tenant is responsible for, subject to the landlord’s obligation to mitigate their damages (which means find a new tenant to re-rent the unit) under Wis. Stat. 704.29
- Charges the tenant owes *under the rental agreement* for a utility service provided by the landlord but not included in the rent
- Charges the tenant owes for a utility service provided by a government-owned utility or unpaid municipal fee *but only if* the landlord is liable for the tenant’s nonpayment
- Any other payment owed to the landlord for a reason included in a lawful nonstandard rental provision
 - these charges may NOT include normal wear and tear (including routine carpet cleaning), or damages that the tenant cannot be held responsible for under the law

ATCP 134.06(3); Wis. Stat. 704.28(1)-(3).

To be enforceable, nonstandard rental provisions must be on a document included with but separate from the rental agreement and the document must be titled NONSTANDARD RENTAL PROVISIONS. In addition, the landlord must specifically identify each nonstandard rental provision before the tenant enters into the rental agreement, which can be shown with the tenant’s signature or initials by the provision. ATCP 134.06(3)(b); Wis. Stat. 704.28(2).

Enforcement of Security Deposit Refund Rules

If the landlord fails to return the security deposit, including any required documentation about deductions from the security deposit, within the required 21 days, the landlord may owe the tenant double the amount of the full deposit. If the landlord sends a written itemized report about deductions from the deposit within the 21 days but makes claims for items which are not permitted or makes false claims for items for which the tenant is not liable, the tenant is entitled to double the amount wrongfully withheld. In both situations, the tenant is entitled to actual, reasonable attorneys fees plus court and litigation costs. Wis. Stat. 100.20(5).