

University of Wisconsin Oshkosh Off-Campus Housing Directory 2019-20

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Oshkosh Student Association



Student Legal Services

Renters Need-to-Know

(Landlord Directory on pg. 8)

INTRODUCTION

Each year the Oshkosh Student Association office of Student Legal Services handles numerous landlord/tenant complaints. Many of the problems students face in living off campus could be avoided with a few simple preventative measures. The information provided here is designed to assist students to better understand their rights and responsibilities in regards to off-campus living. This booklet is not all-inclusive, but only a guide. This booklet is not a warranty or an endorsement on behalf of the University of Wisconsin Oshkosh, University of Wisconsin Oshkosh Student Association, the Student Legal Services Program, their agents or employees, as to the apartments listed herein or their owners. It is designed to make those individuals who choose to live off-campus aware of potential problems. OSA Student Legal Service office is always willing to assist any student who has a problem or question concerning living off campus. The OSA Student Legal Service office is located on the second floor of Reeve Memorial Union, Student Involvement Center, room 208C. You may contact the office at 920-424-3202.

FINDING AN APARTMENT

Newspapers, the OSA Housing Guide, apartment listing agencies, and friends can all provide information concerning available off-campus housing. Before looking for an apartment, make a list of those qualities you want in an apartment. Renters should consider their budget and needs. Take time to examine the apartment and by all means, investigate the landlord. Check with previous tenants or the OSA Student Legal Services office.

THE LEASE

The lease, written or oral, is a legally binding agreement between a landlord and a tenant. Most landlords require tenants to sign a written lease. A copy of a standard form lease is included in this brochure. In an oral lease, however, the terms are easily forgotten. Should the landlord forget or disregard his promises to you, it will be your word against his or hers. The following are some points to check in your lease:

1. **RENTAL PAYMENTS** - The amount of rent and the date it is due should be clearly stated. Is there a late fee? Leases should also explain to whom rent is due, and may specify a payment method, such as direct deposit.
2. **REPAIRS** - Under Wisconsin law, the landlord has the duty to make all major repairs, including structural repairs, and repairs necessary to supply services which he or she has agreed to furnish to the tenant such as heat and water. However, this responsibility of the landlord can be changed by a written agreement placing this responsibility on the tenant. Leases must include a reliable contact number for the person in charge of executing repairs, be it a landlord or property manager.

3. UTILITIES, YARDWORK, ETC. - Check to see if you are responsible for the utilities. Often times, older rental properties have one meter to cover several apartments. You may end up paying for the fuel wastes next door! In addition, talk to previous tenants to see what their utility bills were. Another alternative is to check with Wisconsin Public Service to find out the real utility costs of your selection. WPS can tell you the natural gas and electric cost history of your selection as compared to other rental units you are considering. The following is a list of important information regarding this service:

WPS	
PHONE NUMBER	800-450-7260
OFFICE HOURS	7:30 a.m. - 4:30 p.m.
OFFICE LOCATION	3300 N. Main St.
MAILING ADDRESS	P.O. Box 420, Oshkosh 54902

Remember, Wisconsin winters can make for extremely high utility bills, especially in older buildings.

You may also be responsible for the yard work, trash and snow removal. Be certain to check on this.

4. SUBLETTING OR ASSIGNMENT CLAUSE - The lease should indicate whether subletting or assignment is allowed and under what conditions.
5. RULES OF BEHAVIOR - Beware of any lease clauses that broadly prohibit immoral or illegal conduct. Some landlords provide a set of apartment rules or regulations in addition to the lease. If written rules do exist, the landlord must show them to the tenant before entering into the rental agreement or receiving money. A copy of the rules must be given to the tenant at the time of signing.

SHARING AN APARTMENT

If you are planning to share an apartment with several roommates, you should be aware of the legal implications. If one person signs the lease, that individual is solely responsible for the entire rent, and technically is subletting to the other roommates. If both you and your roommate sign a lease, each person who signs the lease is responsible for the actions of all their roommates. If one roommate moves out, the remaining roommates will have to assume responsibility for the damages, as well as that share of the rent. In light of the legal impact of joint and several liability, be careful when selecting a roommate/s.

SECURITY DEPOSIT

In most cases, your landlord will require a security deposit from you. In Oshkosh, the usual amount required is the equivalent of one month's rent. The security deposit is not intended to cover normal wear and tear on the apartment. This is part of the landlord's cost of doing business. The definition of "normal wear and tear" is a difficult one. However, it would not include holes in the walls or burn holes in the rug. The security deposit will be used by the landlord to cover his or her losses when the tenant has

intentionally damaged the apartment, or when he has failed to pay bills (i.e. utility bills, etc.) The landlord is required to provide the tenant with a receipt for the security deposit. A check can serve as the receipt. The Wisconsin Administrative Code requires that the landlord provide the tenant with a written itemized description of any damages and defects that the previous tenant was charged for. You as a tenant should do a check-in with your landlord or his agent. This should be done within seven (7) days after you move in. On a check-in form, write down those items that come with the property. Make a record of any existing defects. If there is major damage, take pictures and keep them for your records. If you get no cooperation from the landlord, complete the checklist yourself, having the check-in process witnessed by a disinterested individual (not your roommate). Have this same individual date and sign this checklist. Keep a copy of the checklist for yourself and then send a copy by certified mail to your landlord.

RENTER'S INSURANCE

It is difficult to find an off-campus apartment, or for that matter a residence hall room, that doesn't have an expensive stereo or computer system. Therefore, insurance becomes a significant issue. Most homeowners policies have limits on how much a parent's policy will cover in the event of a loss from fire or theft for a student away at school. All students should first review their parent's homeowners insurance to see if coverage is provided for a child away at college. Sometimes such policies provide for coverage considering the child is a member of the household until age 21. If coverage is not available through homeowners insurance, or alternatively the coverage is not adequate, then renter's insurance should be obtained. Renter's insurance policies are relatively inexpensive and a small investment in an insurance policy may well provide peace of mind not only for the student tenant but for their parents as well.

MOVING OUT AND YOUR SECURITY DEPOSIT

Before you move out of your apartment, call your landlord and arrange with him/her for an inspection of the apartment. If the landlord does not cooperate, find a disinterested witness to assist you in the check-out procedure. The Wisconsin Administrative Code requires the landlord to return the deposit minus any amount withheld within twenty-one (21) days after the tenant moves out. If the landlord does not comply and fails to refund the deposit, or withholds a portion of it for normal wear and tear, then you can file a complaint in Winnebago County Small Claims Court to recover damages. You should not be afraid to pursue your security deposit. The OSA Student Legal Services will assist you in filing your complaint. Remember, security deposits can represent a substantial bonus to a landlord. The money may come in handy for your own use when renting for the next semester.

EVICTION

If you decide, for any reason, to remain in your apartment after the lease expires, or after your tenancy, the landlord must go to court to evict you. It is worth noting that when the landlord goes to court to evict you, the court can award a minimum of double rent for the period you, as tenant, remained on the premises. Judges in Winnebago County have been reluctant to award this double rent to a landlord, but it can be done. The landlord must serve you with a termination notice before starting the eviction action. If you have any questions concerning the eviction procedure, or possible defenses to such procedure, contact the OSA Student Legal Services for assistance.

ROOMMATE SURVIVAL

Living together in a roommate situation can be a rewarding and enjoyable part of your college experience. The following considerations are designed for the off-campus living situation, although they may well be applicable to roommates living in a residence hall:

1. How to pay rent. Should each roommate write a check for his or her respective share? Should one roommate collect from the other and write one check? What about late rent?
2. How are telephone and utility bills to be handled? In whose name are they listed?
3. Food. Are you going to buy food collectively? How much money is to be budgeted for food? May one roommate use another's food?
4. Household duties. What is each roommate's idea of a clean/messy room or house? Who is responsible for cleaning? How is the work to be divided?
5. Smoking, drinking, and drugs. Are the activities O.K., or in general O.K. when confined to the roommate's room, not O.K. at all? What about friends who smoke, drink or do drugs when they visit?
6. Guests. How do you feel about each other's friends? How about overnight guests?
7. Boyfriends/Girlfriends. Are present or future boyfriends or girlfriends allowed to spend the night and how often? When do they cease being overnight guests and become additional roommates?
8. Study habits. Are grades important?
9. Pets. Are pets allowed?
10. Privacy. What are each roommate's needs for privacy?

A successful roommate situation requires good communication. Take time to talk with each other. Let each other know who you are and what is happening. Try and deal with problems right away.

Remember, conflicts between roommates are inevitable. To resolve them requires confrontation, not avoidance of each other. You and your roommates need to confront the source of the conflict to arrive at a solution agreeable to all.

DISCRIMINATION

Federal, State, and local laws prohibit various types of discrimination in the sale and rental of housing. The Wisconsin Equal Rights Act, Wisconsin Statutes 101.22, provides in part at Section 1:

“It is the intent of this section to render unlawful discrimination in housing. It is declared policy of this state that all persons shall have an equal opportunity for housing regardless of sex, race, color, religion, national origin, sex or marital status of the person maintaining a household, lawful source of income, age or ancestry and it is the duty of the local units of government to assist in the orderly prevention or removal of all discrimination in housing through the powers granted under 66.433. The legislature hereby extends the state law

governing equal housing opportunities to cover single family residences constitute a significant portion of the housing business in this state and should be regulated. This section shall be deemed an exercise of the police powers of the state for the protection of the welfare, health, peace, dignity and human rights of the people for this state.”

Discrimination in housing does occur in spite of the legal prohibitions. Basically, rental applicants should be aware that the reason given for their denial should apply to all of the present or prospective tenants in that building or complex. For example, if you are denied an apartment because you don't have a high enough income, then other tenants should also have the specified income in order to live in the apartment complex in question.

Testing is allowed in Wisconsin to help verify that in fact acts of housing discrimination have occurred. Testing is simply matching two individuals on every characteristic except for the characteristic that violates the statutes. For example, in testing for sex discrimination, the female (tester) meets with the housing provider (rental agent, landlord, etc.) and asks to inspect the available unit. Shortly thereafter, a male individual goes through the same process. The treatment of the female and male individuals is then compared for consistency. If one of the individuals has been offered the unit on more favorable terms and conditions (such as less rent, less credit information) than the other individual (the tester), probable cause may exist to believe discrimination has occurred.

Be certain to keep an accurate account of the basis for your complaint. Be writing a detailed narrative of what happened from the moment of initial contact with the renting party.

If in fact you feel you have any basis for a discrimination complaint, please stop at the OSA Student Legal Services office for our help in assisting you.

MINIMUM HOUSING CODE

Prospective renters should be aware that the City of Oshkosh Municipal Code outlines various regulations involving rooming houses. Section 16-22 (28) of the Municipal Code defines a rooming house as follows:

“Rooming house shall mean any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator to more than four roomers.”

If a landlord rents a dwelling or any part of a dwelling to more than four unrelated persons, he is in fact operating a rooming house and faces significant license requirements.

There are numerous landlords in the Oshkosh area who will try and convince you that there is no prohibition in renting to more than four unrelated persons in one unit. Be careful, you as a tenant may be faced with a situation where one or more of you may be forced to vacate the premises in order to put the property in conformity with the Municipal Code.

If you have any further questions regarding the rooming house situation, please contact OSA Student Legal Services.

WISCONSIN LANDLORD TENANT RULES

New regulations aimed at eliminating unfair landlord/tenant agreements and unfair practices have been issued by the Wisconsin Department of Agriculture, Trade and Consumer Protection. These regulations went into effect May 1, 1980, and have the same effect as any other state law:

1. Written rental agreements of landlord's rules must be shown to prospective tenants before a security deposit is given to a landlord. Copies should be given to the tenant at the time of the agreement.

2. Before entering into any written or oral agreement with a tenant, landlords must disclose:

a. All uncorrected housing code violations of which the landlord has received notice from a building or health code authority. The landlord must show the tenant the bad condition, the Health or Building Department notice, and any orders by the Department.

b. The following conditions which affect the habitability or availability of the apartment if the landlord knows about the conditions or could know if they reasonably inspected the apartment:

1. The apartment lacks hot and cold running water; plumbing or sewage disposal is not in good operating condition.
2. The heating facilities are not safe or cannot maintain a temperature of 67 degrees during all seasons.
3. The apartment does not have electricity, or the electrical system is not in safe operating condition.
4. Any other condition that is hazardous to health or safety.
5. Charges for water, heat or electricity if they are not included in the rent.

3. If a security deposit is required, the landlord must tell the tenant that he/she has seven (7) days from the start of the tenancy to inspect the apartment and notify the landlord of any bad conditions.

4. The landlord must furnish a tenant a **WRITTEN DESCRIPTION** of any damages for which he deducted money from the previous tenant's security deposit.

5. **ALL SECURITY DEPOSITS MUST BE RETURNED WITHIN TWENTY-ONE (21) DAYS AFTER THE TENANT LEAVES.**

6. If the landlord withholds the deposit for damages, unpaid rent, or unpaid utility services, he must give or send to the tenant a **WRITTEN STATEMENT**, itemizing the amounts withheld.

7. Any promises by a landlord to make repairs must be in writing and must specify the date they will be completed.

8. Certain provisions are prohibited from leases or agreements, such as a provision that says a landlord can throw the tenant out of the apartment without first going to court, or one that says the tenant will have to pay for the landlord's lawyer if they go to court.
9. The landlord must give a tenant **AT LEAST TWELVE (12) HOURS NOTICE** before coming into the apartment.
10. A landlord cannot evict a tenant in retaliation for reporting health code violations or joining a tenant's union.

Any violation of the new rules by a landlord is considered an unfair trade practice and will be investigated by the Department of Consumer Protection if a complaint is received. Criminal penalties for violating the rules can range from \$25 to \$5000, and civil penalties can range from \$100 to \$10,000.

If a tenant does not want to complain to the Consumer Protection office, he/she can go to small claims. In this case, if the tenant shows monetary loss as a result of a rule violation, he/she can recover **TWICE** the amount of the loss, costs, and attorney's fees.

The majority of complaints regarding landlord/tenant matters handled by Student Legal Services during the past few years involved security deposits. Suggestions regarding protecting your security deposit are contained in this publication, please read them.

Anyone who is renting should consider purchasing a policy of renter's insurance. Your landlord's insurance policy does not cover your items of personal property. If items, such as a stereo, are stolen or damaged, you, in most cases, will bear the financial burden.

Off-Campus Housing Directory

The University does not endorse any particular landlords and cannot be held liable for the actions of any landlord.

Pine Mountain Investments, LLC
(920)-410-8261 &
PineMountainInvestments@gmail.com
OshkoshLiving.com

ZAHNER PROPERTIES, LLC
Text: (920)-203-6143 & zahnerproperties@gmail.com
www.zahnerproperties.com

Chara Properties LLC
(920)-233-2198 or 920-279-1523
jlcharap@new.rr.com
Charaproperties.com

Village Life LLC
(920) 420-7253 (call or text)
www.UWOhousing.com



Gold Star Investments, LLC
PO Box 2811 Oshkosh, WI 54903
(920)-418-4653 & goldstar@goldstarhousing.com
www.goldstarhousing.com

GOLD ★ STAR LLC
————— INVESTMENTS —————

Discovery Properties Management, LLC
230 Ohio Street Suite 200 Oshkosh WI 54902
(920)-230-3802 &
discovery@discovery-properties.com
www.discovery-properties.com



DISCOVERY PROPERTIES
MANAGEMENT
Discover the Difference

Peppler Properties LLC
Call or text (920)420-6509
pepplerproperties@gmail.com
pepplerproperties.com

Sullivan Rental, LLC
(920) 745-2541
jsullivan@bankofoakfield.com
www.sullivanrentalsllc.com

Shorewood Rental LLC
(920) 233-0737 or [*tnesbitt@new.rr.com*](mailto:tnesbitt@new.rr.com)
<https://shorewoodrentsllc.us>

Schwab Properties LLC
(920)-233-5810 & [*info@schwabproperties.com*](mailto:info@schwabproperties.com)
schwabproperties.com



Radford Modern Living
(920)-233-5810 & info@radfordmodernliving.com
radfordmodernliving.com



Campus/Foxpoint Apartments
Julie Lang call at: (920)-279-770
julie@foxpointeapt.com
campusapartmentsofoshkosh.com &
foxpointeapt.com

Star Properties, LLC
Kent Staerke (920)-277-4600 &
kstaerke@gmail.com
uworentals.com



MDM Student Housing
Diane (920)-312-0340 or *Mehdi* (920) -312-0330
mohammadian@sbcglobal.net
www.mdmstudenthousing.com

Wisconsin Street Apts. (J.P. Michaels LLC)
(800) 450-7260
<https://wisconsinstreetapartments.com/>