

Rent Abatement Assessment

If you are experiencing issues with the condition or quality of your housing (something is broken or not working), you may be able to abate your rent (i.e., not pay **some** of the rent because the landlord has not fixed a problem they are responsible for and that problem affects your health, safety, or ability to live in the unit.) A written rental agreement is not required to abate rent.

Who is Responsible for Repairs?

Tenant's Responsibility

- Damages caused by the tenant or their guests. In these situations, the landlord can charge for repairs, and the tenant cannot abate rent.
- Minor tasks like changing light bulbs and keeping the place clean.
- Other repairs or duties listed in the rental agreement.

Landlord's Responsibility

- Keeping the property in good repair.
- Fixing things the landlord has agreed to provide like heating, water, elevators, or air conditioning (if applicable).
- Fixing any plumbing, electrical problems, or broken equipment.
- Complying with local housing laws.

Use the questions below to gather information to assess your risk in abating rent.

1. Do you have issues with the condition of your housing that impact your health, safety, or ability to live in the unit? Yes No
2. Have you previously communicated these issues to your landlord? Yes No
3. Did you communicate the issues in writing (text, email, letter)? Yes No
4. Have you documented the issues (pictures, videos)? Yes No
5. Have you contacted Department of Neighborhood Services (DNS)? Yes No
6. Are you still paying rent to your landlord? Yes No
7. Are you current on rent with your landlord (nothing owed)? Yes No

While notice to your landlord is not required to abate your rent, it is a **best practice** and **reduces the risk** of an eviction being granted against you. If you have not given your landlord notice in writing about the condition of your housing, you should do so before proceeding to the next steps.

Next Steps:

- Use the rent abatement calculator to determine the rent abatement amount.
- Draft a letter to your landlord notifying them of your intent to abate rent. Make three copies and keep two for your records.
- Provide the letter to your landlord by regular mail and certified mail Keep the certified mail receipt.
- Call the Dept. of Neighborhood Services (DNS): 414-286-2268 to explain the conditions issues and send in pictures if appropriate.

Rent Abatement: Know Your Rights

- Big safety or health problems?
 - You can move out and end your lease.
 - Stop paying rent only after you move out, take your things, and return the keys.
- Problems that harm health or make the home hard to use?
 - Rent can be reduced while you stay.
 - You must still pay some rent.
 - More rent withheld = more eviction risk.
- Always collect proof:
 - Photos
 - Videos
 - Emails/texts/call notes between you and your landlord.
- These protect you if the landlord tries to evict you.

How to Lower (Abate) Your Rent

1. Write to your landlord (example attached)

- Say what's wrong.
- Ask for a repair timeline.
- Keep a copy.
- Landlord must follow the timeline (ATCP 134.07).

2. Call DNS

- Ask for an inspection.
- They can write code violations.
- Skipping DNS is very risky.

3. Use a rent abatement calculator in partnership with the Marquette Volunteer Legal Clinic.

- Decide how much to reduce.
- Never reduce rent 100%.
- More rent withheld = higher eviction risk.

4. Send a second letter (example attached)

- Say how much rent you'll reduce.
- Say how much you'll still pay.
- Keep a copy.

After the Second Letter:

- Landlord may take you to court if they disagree. You must show your rent reduction is fair.
- Landlord cannot:
 - Raise your rent for complaining
 - Shut off utilities
 - Evict you for reporting problems
- When repairs are done → pay normal rent again.

Date _____

Landlord Name
and Address _____

Landlord Name Dear _____:

Tenant Address I am a tenant residing at _____.

Issues at Property I am requesting that you address the following issue(s) at the property I am renting:

_____.

How Impacted by
Issues These issues have affected my health / safety / ability to use the property I am renting
in the following way(s): _____

_____.

I have attached documentation detailing the extent to which I have been deprived the full and normal use of the premises. Contact me as soon as possible to specify the date or time period on or within which the repairs will be made. Wis. Admin. Code § ATCP 134.07. Please provide a 12-hour notice for entry to complete the repairs as required by law under Wis. Stat. § 704.10(4) and Wis. Admin. Code § ATCP 134.09(2).

Calculate 7 days
from the date the
letter is signed
and sent If I don't hear from you in seven days (by _____), I will abate my rent under Wis. Stat. § 704.07(4) until the requested repairs are made, as these conditions are depriving me of the full normal use of the premises. The law prohibits you from retaliating against me for exercising my right to abate my rent under Wis. Stat. § 704.45. This letter will serve as evidence to defend against any potential eviction filed against me because of me exercising this right.

I look forward to hearing from you.

Tenant Name,
Address, Email,
Phone Number Name: _____

Address: _____

Email: _____

Phone: _____

Date _____

Landlord Name
and Address _____

Landlord Name Dear _____:

Tenant Address I am a tenant residing at _____.

Date Contacted, On _____, I sent you a _____, requesting that you
Form of Contact address the following issue(s) at the property I am renting: _____
(text, phone, etc.) _____

Issues at Property _____
_____.

How Impacted by These issues have affected my health / safety / ability to use the property I am renting
Issues in the following way(s): _____

_____.

Despite our previous communication(s), these concerns have not been addressed.
I will be abating my rent under Wis. Stat. § 704.07(4) until the requested repairs are
made, as these conditions have deprived me of the full normal use of the premises.
The law prohibits you from retaliating against me for exercising my right to abate my
rent under Wis. Stat. § 704.45. This letter will serve as evidence to defend against any
potential eviction filed against me because of me exercising this right.

Amount of I will be abating my rent by \$ _____ and shall pay \$ _____ per
Abatement & month until the repairs are made. See the attached documentation for additional
Amount of information on how these amounts were calculated. Contact me as soon as possible
Payment to discuss when the repairs will be made and to provide a 12-hour notice for entry to
complete the repairs as required by law under Wis. Stat. § 704.10(4) and Wis. Admin.
Code § ATCP 134.09(2).

I look forward to hearing from you.

Tenant Name, Name: _____
Address, Email,
Phone Number

Address: _____

Email: _____

Phone: _____

Rent Abatement Communication Log Template

This log can be used to track communication with your landlord about issues with your property.

Date & Time of Communication	Type of Communication (phone call, text, email, letter)	Issues Reported	Date and summary of landlord reply	Issue fixed? Date?	Notes

RENT ABATEMENT

Do's & Don'ts for Wisconsin Renters

Rent abatement means paying **less rent** when serious problems make your home unsafe or hard to live in.

You have rights—but only if you follow the rules.

Refer to the “**Rent Abatement Toolkit**” for more information and helpful templates.

DO THESE THINGS

DO collect proof

Always document the problems:

- Take **photos**
- Take **videos**
- Save **texts, emails, and notes of calls** with your landlord

This protects you if the landlord tries to evict you.

DO write your landlord

Send a written notice (via email or text) that:

- Lists what is wrong
- Asks for a **repair timeline**
- Keep a copy

Your landlord must follow the timeline they give you. (ATCP 134.07)

DO call the City Building Inspector

Ask for an inspection.

- They can issue **code violations**
- This creates neutral **proof**
- Skipping this step is very risky

City of Milwaukee Department of Neighborhood Services (DNS): (414) 286-2543

DO use a rent abatement calculator or schedule

Use a calculator **with legal help**.

Refer to the “**Milwaukee Rent Abatement Resources**” form for referral information.

It helps decide:

- How much rent to reduce
 - How much to still pay
-

DO send a second written notice

After inspections and calculations:

- Say how much rent you are reducing
 - Say how much you will still pay
 - Keep a copy
-

DO pay normal rent when repairs are done

Once problems are fixed, your rent goes back to normal.

DON'T DO THESE THINGS

DON'T stop paying rent completely

Never withhold **100%** of your rent.
More money withheld = higher risk of eviction.

DON'T withhold rent without giving notice

You must:

1. Write the landlord
2. Call DNS
3. Send a second written notice

Skipping steps makes you vulnerable in court.

DON'T skip the inspection

Without DNS violations, it is much harder to prove your case.

DON'T move out unless it's unsafe

If there are **big safety or health problems**, you can:

- Move out
- Return the keys
- Then stop paying rent

But if you stay, you must keep paying at least part of the rent.

DON'T be afraid to assert your rights

Your landlord **cannot:**

- Raise your rent for complaining
- Shut off utilities
- Evict you for reporting problems

(Wis. Stat. § 704.45)

REMEMBER!

Rent abatement is a **legal tool**, not a free-rent trick.

Use it carefully, document everything, and follow the steps.

This flyer is not a substitute for legal advice. Every case is different, and this information deals with general guidelines which may not apply to your specific situation.