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(FORM UPDATED: 08/11/2010)

## WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

**2003-04**

(session year)

**Assembly**

(Assembly, Senate or Joint)

**Committee on Housing...**

### COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

### INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)  
(**ab** = Assembly Bill)                      (**ar** = Assembly Resolution)                      (**ajr** = Assembly Joint Resolution)  
(**sb** = Senate Bill)                              (**sr** = Senate Resolution)                              (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

\* Contents organized for archiving by: Stefanie Rose (LRB) (August 2012)

**Becher, Scott**

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**From:** Burri, Lance  
**Sent:** Wednesday, April 16, 2003 5:58 PM  
**To:** \*Legislative Assembly Democrats; \*Legislative Assembly Republicans; \*Legislative Senate Democrats; \*Legislative Senate Republicans  
**Cc:** Stigler, Ken; Schmidt, Dan; Nussbaum, Jody  
**Subject:** Assembly Gov Ops Committee Public Hearing/Executive Session

Hard copies to committee members only.

*Assembly*

**PUBLIC HEARING and EXECUTIVE SESSION**  
**Committee on Government Operations and Spending Limitations**

The committee will hold a public hearing/executive session on the following items at the time specified below:

Wednesday, April 23, 2003  
10:00 AM  
225 Northwest

**An executive session will be held on AB 31 at 10:00. A public hearing on the bills listed below will immediately follow.**

**Assembly Bill 131**

Relating to: the duration of the effect of emergency rules.  
By Representatives Foti, Hines, M. Lehman, Staskunas, Albers, Bies, J. Fitzgerald, Friske, Gunderson, Krawczyk, Ladwig, F. Lasee, LeMahieu, McCormick, Montgomery, Musser, Nass, Olsen, Owens, Petrowski and Suder; cosponsored by Senators Reynolds, Welch, Stepp, Kedzie and Schultz.

**Assembly Bill 176**

Relating to: authorizing the Wisconsin Health and Educational Facilities Authority to issue bonds to finance projects related to cultural facilities.  
By Representatives Wieckert, Plale, Plouff, Stone, Lassa, Krawczyk, Vrakas, Van Roy, Hines, Hahn and Musser; cosponsored by Senators Risser and Schultz.

**Assembly Bill 177**

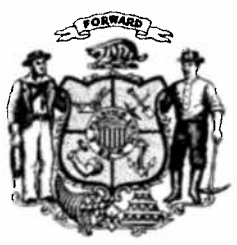
Relating to: deadlines for the transmittal of the Building Commission's long-range state building program recommendations and the delivery of the governor's biennial budget message and a report on the timeliness of the submittal of agency budget requests.  
By Joint Legislative Council.

**Assembly Bill 196**

Relating to: access to public records.  
By Joint Legislative Council.



# WISCONSIN STATE LEGISLATURE




# LEGAL ACTION OF WISCONSIN, INC.

## MADISON OFFICE

*Serving Columbia, Dane, Dodge, Green, Jefferson and Rock Counties*

31 South Mills Street, P.O. Box 259686, Madison, Wisconsin 53725-9686

Phone (608) 256-3304 Toll-free (800) 362-3904 Fax (608) 256-0510 Web [www.legalaction.org](http://www.legalaction.org)

TO: Representative Steve Wieckert  
FROM: Bob Andersen   
RE: Proposed Legislation Protecting Victims of Domestic Violence or Sexual Assault  
Who are Forced to Leave their Residences  
DATE: November 13, 2003

Legal Action of Wisconsin, Inc. (LAW) is a nonprofit organization funded by the federal Legal Services Corporation, Inc., to provide legal services for low income people in 39 counties in Wisconsin. LAW provides representation for low income people across a territory that extends from the very populous southeastern corner of the state up through Brown County in the east and La Crosse County in the west.

We represent many clients who are the victims of domestic violence and who are terrorized by having to remain in dwelling units where they can easily be found by their assailants. These people are faced with the difficult choice of having to move to new residences while still being liable for rent in their former residences. Because of the cost involved, they often cannot make that choice and they are exposed to further violence.

Below is proposed legislation that would aid these victims by allowing them to terminate their tenancies under limited circumstances and that would prohibit landlords from taking action against tenants who contact law enforcement, emergency services, or other protective services.

We would greatly appreciate it if you would consider introducing this or similar legislation. Thank you for your consideration.

### PROPOSAL

704.20 of the statutes is created to read:

**704.20 Notice to Terminate a Lease Where Domestic Abuse Injunction is Entered, No-Contact Bail Order is Entered, or Tenant is the Victim of a Sexual Assault.** A tenant who is protected by an injunction under s. 813.12 (4), a tenant who is protected by a bail provision that an alleged offender not contact the tenant, or a tenant who has been the victim of a sexual assault [as evidenced by . . . ] may terminate a lease by giving the landlord a 28 day notice that includes



DODGEVILLE - Crawford, Grant, Iowa, Lafayette, Richland and Sauk Counties Phone (608) 935-2741 Toll-free (800) 873-0928 Fax (608) 935-2803

GREEN BAY - Brown, Calumet, Door, Kewaunee, Manitowoc and Outagamie Counties Phone (920) 432-4645 Toll-free (800) 236-1127 Fax (920) 432-5078

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MILWAUKEE - Milwaukee and Waukesha Counties Phone (414) 278-7722 Toll-free (888) 278-0633 Fax (414) 278-7126

OSHKOSH - Adams, Fond du Lac, Green Lake, Marquette, Ozaukee, Sheboygan, Washington, Waushara and Winnebago Counties Phone (920) 233-6521 Toll-free (800) 236-1128 Fax (920) 233-0307

RACINE - Kenosha, Racine and Walworth Counties Phone (262) 635-8836 Toll-free (800) 242-5840 Fax (262) 635-8838



a copy of the injunction and that otherwise conforms to the requirements of s. 704.19. The notice terminates the lease at the end of the month that immediately follows at least 28 days notice. The landlord and the tenant may expressly agree to the termination of the tenancy based on a shorter notice period. The manner of giving notice is provided in s. 704.21.

704.45 of the statutes is amended to read:

**704.45 Retaliatory conduct in residential tenancies prohibited.** (1) Except as provided in sub. (2), a landlord may not increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease or threaten any of the foregoing, if there is a preponderance of evidence that the action or inaction would not occur but for the landlord's retaliation against the tenant for doing any of the following:

(a) Making a good faith complaint about a defect in the premises to an elected official or a local housing code enforcement agency.

(b) Complaining to the landlord about a violation of s. 704.07 or a local housing code applicable to the premises.

(c) Exercising a legal right relating to the premises.

(d) Contacting law enforcement, emergency assistance, or any other agency responsible for protecting health or safety.

(2) Notwithstanding sub. (1), a landlord may bring an action for possession of the premises if the tenant has not paid rent other than a rent increase prohibited by sub. (1).

(3) This section does not apply to complaints made about defects in the premises caused by the negligence or improper use of the tenant who is affected by the action or inaction.

Note: Under proposed 704.20 above, a tenant who is protected by an injunction or a no contact bail order, or who has filed a criminal complaint for sexual assault, would be able to terminate a lease with a 28 day notice. A lease is defined by section 704.01 (1) to mean an agreement, whether oral or written, for a definite period of time. It is not a "periodic tenancy," which is defined by section 704.01 (2) to be a tenancy without a valid lease where rent is paid day to day, week to week, month to month, or year to year or other recurring interval of time. A lease will cover a lease for 6 months, for a year, or for some other fixed time. Periodic tenancies are mostly month to month tenancies which may be terminated at the end of the month by a 28 day notice. The vast majority of tenancies in the Milwaukee area are month to month tenancies.

This proposal would allow a tenant in a year lease, for example, to move out of the residence and limit his or her liability to the end of the month that immediately follows at least 28 days notice. This guarantees the landlord some continued right to receive rent, while searching for a new tenant. If, for example, the tenant gave the landlord notice

within the middle of the month, the tenant would remain obligated for rent for the remainder of the current month and for the rent due in the following month. If the tenant gave the landlord notice on December 1, for example, the tenant would only be obligated for the rent due for the month of December. If the landlord wanted to rent to some other tenant sooner, the landlord and the tenant could expressly agree to a quicker termination date.

The amendment to the retaliatory eviction statute, section 704.45, is similar to a law that was enacted in Minnesota, which is attached. The difference is that the Minnesota statute provides for civil monetary penalties of \$250 or actual damages, whichever is greater, plus reasonable attorney fees. We think it is more appropriate simply to incorporate the protection in the existing retaliatory eviction statute in Wisconsin. That statute prohibits a landlord from any action to increase rent, decrease services, bring an action for possession of the premises, refusal to renew a lease or threatening any of the foregoing, if there is a preponderance of evidence that the action or inaction **would not occur but for the landlord's retaliation** against the tenant for **contacting law enforcement, emergency assistance, or any other agency responsible for protecting health or safety**.

This protects the right of a tenant to contact law enforcement, emergency assistance, or any other agency responsible for protecting health or safety. However, the tenant is only protected if the tenant can show that the landlord's action would **not otherwise have occurred "but for" the landlord's retaliation**. In other words, if the landlord was otherwise going to take any of these actions against the tenant, the tenant would not be protected under this statute. In addition, there are two other qualifications in the statutes:

- (1) even if the landlord was retaliating, a landlord may still bring an action for possession of the premises if the tenant has not paid rent
- (2) the protection for tenants does not apply to complaints made about defects in the premises caused by the negligence or improper use of the tenant who is affected by the action or inaction.

Minnesota Statutes 2002, Table of ChaptersTable of contents for Chapter 504B**504B.205 Residential tenant's right to seek police and emergency assistance.**

Subdivision 1. **Definitions.** In this section, "Domestic abuse" has the meaning given in section 518B.01, subdivision 2.

Subd. 2. **Emergency calls permitted.** (a) A landlord may not:

(1) bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct; or

(2) impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct.

(b) A residential tenant may not waive and a landlord may not require the residential tenant to waive the residential tenant's right to call for police or emergency assistance.

Subd. 3. **Local preemption.** This section preempts any inconsistent local ordinance or rule including, without limitation, any ordinance or rule that:

(1) requires an eviction after a specified number of calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct; or

(2) provides that calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct may be used to penalize or charge a fee to a landlord.

This subdivision shall not otherwise preempt any local ordinance or rule that penalizes a landlord for, or requires a landlord to abate, conduct on the premises that constitutes a nuisance or other disorderly conduct as defined by local ordinance or rule.

Subd. 4. **Residential tenant responsibility.** This section shall not be construed to condone or permit any breach of a lease or of law by a residential tenant including, but not limited to, disturbing the peace and quiet of other tenants, damage to property, and disorderly conduct.

Subd. 5. **Residential tenant remedies.** A residential

tenant may bring a civil action for a violation of this section and recover from the landlord \$250 or actual damages, whichever is greater, and reasonable attorney's fees.

Subd. 6. **Attorney general authority.** The attorney general has authority under section 8.31 to investigate and prosecute violations of this section.

HIST: 1999 c 199 art 1 s 22

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**Becher, Scott**

**From:** THE HOME TEAM [weid@powercom.net]  
**Sent:** Monday, December 01, 2003 11:12 PM  
**To:** becher  
**Subject:** Fw: WI LEGAL ACTION & LANDLORDS

Scott,

Per our phone conversation last week, I am forwarding what was sent to me by Gary Goyke. Below that is an outline of exactly why I believe that no new laws are necessary. Thanks again for your time and consideration. I do hope that Rep. Wieckert makes the our views known! If you or he have any questions, please feel free to call me at 920-923-4135.

Vicki Garthwaite  
 Fond du Lac

Rep. Steve Wieckert (R-Appleton) has asked for the rental housing industry to react to a legislative proposal. He said he would make a final decision only after hearing our opinion or concerns.

He has been approached by Legal Action of Wisconsin, which provides legal services to low income people in 39 counties in Wisconsin. They represent many clients who are the victims of domestic violence and who they say are terrorized by having to remain in dwelling units where they can easily be found by their assailants. Because of their financial situation, they find it difficult to afford a new residence while remaining responsible for their current rent.

Their proposal would allow tenants to terminate their tenancies under limited circumstances and would prohibit landlords from taking action against tenants who contact law enforcement, emergency services, or other protective services.

I will get a copy of the full proposal out to you, for your reaction and comments. Please call me or email me with your comments. We have two weeks to respond to Rep. Wieckert.

- **As a landlord, I am already obligated by WI state law to mitigate damages for ANY one who breaks their lease. I see no reason to muddy up one of the few landlord/tenant laws that is clear cut.**
- **As a landlord, the term "limited circumstances" scares the hell out of me! "Limited circumstances" cannot be defined (ask any landlord) and the resulting gray areas would mean more court time, more attorney's fees and more confusion.**
- **As a landlord, it is part of my business to work with and help my tenants out. I try to do the best that I can. When we have had problems in the past with this sort of thing, we have gone to great lengths to accommodate the "victim". Examples are, us speaking to the police and advocacy groups on their behalf, changing locks, adding dead bolts, etc. I might add that these have been done on our own time and at our cost.**
- **As a tax paying citizen, I expect that the police department has a duty to protect these people and believe it is the job of the plethora of social advocacy agencies to get them through these times.**
- **I can't afford not to collect my rent! I work all month for my paycheck just like everyone else. I have tenants who lose their jobs, their spouses, and their minds. I am expected to sympathize with them all and accept less or none of my fair share in order to help them out. I am expected to take chances on the people who think that they deserve a second chance. I work extra hard so that I can accept rent by the week or payments that are doled out in \$50 and \$100 increments by Salvation Army, St. Vinnies, the homeless shelter, the VFW and anywhere else that might lend a hand. I do this in order to keep my people in their housing,**

12/02/2003

**because I want to. What I don't want to do is lose my income or my buildings because someone has decided that I am unable to determine, on my own, what is right and what is wrong for my tenants and myself!**

**Vicki Garthwaite  
Fond du Lac Landlord**

**From:** Joyce Gosnell  
**To:** Robert Andersen  
**Date:** 11/18/03 5:12PM  
**Subject:** Case example.

Bob- In doing this exercise, I am realizing that we have not represented a lot of the people this legislation is targeted for because we often tell them right away there is no provision in the law that allows them to break their lease. There is also another issue I see again and again in going over the files I selected. That is trying to have the abusive party removed from the lease. However, I do have one rather fine example that I hope will help. Also, do you think it will ever be possible to get legislation that states it is illegal to discriminate against a victim of domestic violence? Right now we go about this by claiming potential gender discrimination but, this of course leaves the men out-- no disparate impact. The most pressing issue I see aside from victims wanting to break leases b/c of d.v. is landlords who pursue evictions for damage to property, too many calls for emergency services and under the guise of keeping their "other tenants" safe using the peaceful and quiet enjoyment language, by evicting the attractor of the d.v. These women are victims of crime and very rarely does anyone else see that. Let me know what else I can do to help.

Melissa, 21 year old white female in violent relationship with boyfriend for over 4 years they have one 18 mos. old daughter:

Melissa came to Legal Action for housing assistance in March of 2003. She had recently obtained a restraining order against her abusive boyfriend. She was seeking advice on how to get the boyfriend's name off the lease because her landlord refused to help her without the boyfriend's cooperation. Melissa tried to explain to her landlord about the domestic violence and the injunction but, he would not let Melissa out of the lease nor remove the boyfriend from it. The landlord was also very uncooperative with us when we called to negotiate an agreement. Melissa did not feel safe in her apartment because although the boyfriend was present in court when she got the injunction, the boyfriend continued to come to the apartment. Melissa would call the police when he was there but he would always run off before the police got there and on one occasion the officer told her erroneously there was nothing he could do because the boyfriend's name was on the lease. Melissa was also unsuccessful in her attempts to have locks changed because of the landlord's lack of cooperation.

Melissa was afraid to stay in that apartment and finally decided that she would move. The landlord would then not allow her to remove her name off the lease that would not expire until June. Melissa gave the landlord notice anyway and moved in with her parents. She also continued to pay the rent for March, April and May because she didn't want to ruin her credit. Melissa refused to pay June's rent because she did not think that the boyfriend would ever give her back her 1/2 of the security deposit. The landlord then filed an eviction law suit against them for non-payment of rent. Melissa found out about this lawsuit from the boyfriend who contacted her parents about it. While the landlord was aware of Melissa's new address, he never made any attempts to serve her. LAW represented Melissa in the eviction action. The attorney for the landlord dismissed the first cause of action against Melissa as she was already out but, continued to pursue monetary claims for rent and damages. In the end we raised a technical defense to the action and used this as a bargaining tool for settlement. Melissa was concerned about her credit and had a relative willing to help out financially. The end result was a negotiated settlement. LAW negotiated a sum of less than 1/2 of what the landlord wanted and in exchange the case was dismissed against Melissa.

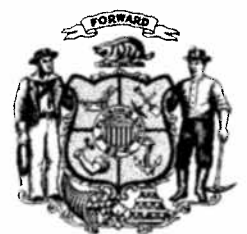
12/3/03 meeting

Domestic violence leaving a lease proposal -

- 1) Proposal is for a fix lease, not month to month
- 704.20 } 2) Landlord could ~~have~~ be left with an additional one month rent payment.
- 3) How often does this happen? What are the numbers?
- 704.45 } 4) you cannot do any negative conduct against a tenant
- 5) Rental Housing Resources - use them as a resource.  
~~the~~ operated by the Wisconsin Apartment Association
- 6) a toll-free contact phone number for landlords, could ~~the~~ be the answer.



# WISCONSIN STATE LEGISLATURE



**Welhouse, Andrew**

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**From:** Stacy Forster [SFORSTER@journalsentinel.com]  
**Sent:** Tuesday, July 20, 2004 3:52 PM  
**To:** Stacy Forster  
**Cc:** Sen.Lasee; Rep.Lasee; Rep.Ott; Sen.Cowles; Rep.Montgomery; Rep.Ainsworth;  
Sen.Reynolds; Sen.Darling; Rep.Jeskewitz; Sen.Leibham; Rep.Kestell; Sen.Harsdorf;  
Rep.Pettis; Sen.Kedzie; Rep.Nass; Rep.Vrakas; Rep.Friske; Rep.Seratti; Sen.Fitzgerald;  
Rep.Foti; Rep.Fitzgerald; Rep.Hundertmark; Rep.Olsen; Rep.Hines; Rep.Hahn; Sen.Schultz;  
Rep.Loeffelholz; Rep.Albers; Rep.Freese; Sen.Roessler; Rep.Townsend; Rep.Underheim;  
Sen.Ellis; Rep.Kaufert; Rep.McCormick; Rep.Wieckert; Sen.Panzer; Rep.Grothman;  
Sen.Stepp; Rep.Kerkman; Sen.Zien; Rep.Gunderson; Rep.Gundrum; Rep.Petrowski;  
Rep.Krawczyk; Rep.Gard; Sen.Brown; Rep.Musser; Rep.Kreibich; Rep.Johnsrud;  
Sen.Kanavas; Rep.Jensen; Rep.LehmanM  
**Subject:** Committee schedules

Dear Assembly and Senate Committee Chairs:

The Milwaukee Journal Sentinel is building a database of events in the 2003-04 Legislative session. If you could please submit to me a calendar listing the dates, times and places on which your committee met, I'd appreciate it.

Thank you for your help. Please call me at (608) 258-2262 if you have any questions.

Sincerely,  
Stacy Forster  
Reporter  
Milwaukee Journal Sentinel  
(608) 258-2262  
sforster@journalsentinel.com

Scott -

please respond.

-SKW



In AC-Ho 2003-04  
File

Becher, Scott

From: ttaylor [todd.taylor@wisconsin.gov]  
Sent: Wednesday, November 19, 2008 9:41 AM  
To: Becher, Scott  
Subject: Change in electrical code proposal

Hello! You are sent this message as a subscriber to the Safety and Building electrical email group.  
Proposed changes to Comm 16, Electrical Code, were sent August 22, 2008, to the legislature for committee review. A germane modification (a change in the draft proposal) was sent to the legislature November 17, 2008, in response to issues identified by the chairs of the Senate Committee on Commerce, Utilities, and Rail, and the Assembly Committee on Housing, by the department, and by interested parties.  
The Nov. 17 germane modification delays until January 1, 2010, the NEC requirements for arc-fault circuit-interrupter protection and for tamper-resistant receptacles in dwelling units. It also changes the effective date of the rules to the first day of the month following publication in the Wisconsin Administrative Register.  
This germane modification supersedes the one sent November 5, 2008 to the legislature.  
More info,

<http://commerce.wi.gov/SB/SB-CodeDevelopment.html#A16>

Thanks Bye Todd.  
Todd Taylor  
Safety and Buildings Division Communications  
608-267-3606  
todd.taylor@wisconsin.gov

You are currently subscribed to electrical as: Scott.Becher@legis.state.wi.us.

To unsubscribe click here: <http://lists.wi.gov/u?id=27206.faab108793e96f5c822ff32c527f66ca&n=T&l=electrical&o=213965>

or send a blank email to [leave-213965-27206.faab108793e96f5c822ff32c527f66ca@lists.wi.gov](mailto:leave-213965-27206.faab108793e96f5c822ff32c527f66ca@lists.wi.gov)