

2007 DRAFTING REQUEST

Assembly Substitute Amendment (ASA-AB520)

Received: **02/13/2008**

Received By: **pkahler**

Wanted: **Soon**

Identical to LRB:

For: **Scott Suder (608) 267-0280**

By/Representing: **Anne Emerson**

This file may be shown to any legislator: **NO**

Drafter: **pkahler**

May Contact:

Addl. Drafters: **mshovers**

Subject: **Real Estate - landlord/tenant**

Extra Copies:

Submit via email: **YES**

Requester's email: **Rep.Suder@legis.wisconsin.gov**

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Sub to teminate tenancy for abuse

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
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/1			jfrantze 02/13/2008	_____	cduerst 02/13/2008	cduerst 02/13/2008	

FE Sent For:

<END>

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/? pkahler

(INES 2/13/08

2/13

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FE Sent For:

195 2/13
08

<END>

AB - same amendments.
SB 269

7-0280

AB 520

50153/1

sa 1

1127/4

Anne from Sude's office

do a new sub. to AB 520

that includes everything done

to SB 269

include:

50153/1

sa 1

(a 6923/1)

a 1127/4



State of Wisconsin
2007 - 2008 LEGISLATURE

50272/1

LRB#0158/1

PJK&MES:es:jf

Stays

SA v
Hilbist

needed
today (wed)

ASSEMBLY SUBSTITUTE AMENDMENT 1,
TO 2007 ASSEMBLY BILL 520

October 25, 2007 - Offered by Representative SUDER.

regenerate

- 1 AN ACT to renumber and amend 704.19 (2) (b); and to create 704.16 and 704.44
- 2 of the statutes; relating to: terminating a tenancy for imminent threat of
- 3 serious physical harm and making leases that restrict access to certain services
- 4 void and unenforceable

Insert
1-4

rental agreements

Analysis by the Legislative Reference Bureau

Under current law, if leased premises become untenable because of damage by fire, water, or other casualty, because of a condition that is hazardous to the tenant's health, or because the tenant's health or safety is materially affected by lack of repairs to the premises, the tenant may remove from the premises and is not responsible for rent for the period after the premises became untenable. This substitute amendment provides that a tenant may terminate his or her tenancy and remove from the premises if the tenant or a child of the tenant faces an imminent threat of serious physical harm from another person if the tenant remains on the premises. The tenant must provide notice to the landlord and a certified copy of: 1) an injunction order protecting the tenant or the child from the person; 2) a condition of release ordering the person not to contact the tenant; 3) a criminal complaint alleging that the person sexually assaulted or stalked the tenant or the child; or 4) a criminal complaint filed against the person as a result of an arrest for committing a domestic abuse offense against the tenant. If the tenant provides the required certified copy and proper notice of the termination of the tenancy to the landlord and

Insert A-PJK

following the month

removes from the premises, the tenant is not responsible for any rent after the end of the month in which he or she provides the notice or removes from the premises, whichever is later.

Under current law, a landlord may not increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten to do any of those things, if there is a preponderance of evidence that the landlord's action or inaction is in retaliation against the tenant for making a good faith complaint about a defect in the premises to a public official or housing code enforcement agency, for complaining about a violation of a local housing code, or for exercising a legal right related to residential tenancies. This substitute amendment provides that a lease is void and unenforceable if it allows a landlord to increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten to do any of those things, because the tenant has contacted an entity for law enforcement services, health services, or safety services.

Rental agreement

ANS
ANL-MES

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

Insert 2-1

(CS)
BY TENANT

1 SECTION 1. 704.16 of the statutes is created to read:

2 **704.16 Termination of tenancy for imminent threat of serious physical**

3 **harm. (1) TERMINATING TENANCY.** A ^{residential} tenant may terminate his or her tenancy and
4 remove from the premises if both of the following apply:

5 (a) The tenant or a child of the tenant faces an imminent threat of serious
6 physical harm from another person if the tenant remains on the premises.

7 (b) The tenant provides the landlord with notice in the manner provided under
8 s. 704.21 and with a certified copy of any of the following:

9 1. An injunction order under s. 813.12 (4) protecting the tenant from the person.

10 2. An injunction order under s. 813.122 protecting a child of the tenant from
11 the person.

12 3. An injunction order under s. 813.125 (4) protecting the tenant or a child of
13 the tenant from the person, based on the person's engaging in an act that would

1 constitute sexual assault under s. 940.225, 948.02, or 948.025, or stalking under s.
2 940.32, or attempting or threatening to do the same.

3 4. A condition of release under ch. 969 ordering the person not to contact the
4 tenant.

5 5. A criminal complaint alleging that the person sexually assaulted the tenant
6 or a child of the tenant under s. 940.225, 948.02, or 948.025.

7 6. A criminal complaint alleging that the person stalked the tenant or a child
8 of the tenant under s. 940.32.

9 7. A criminal complaint that was filed against the person as a result of the
10 person being arrested for committing a domestic abuse offense against the tenant
11 under s. 968.075.

12 (2) NOT LIABLE FOR RENT. If a ^{residential} tenant removes from the premises because of a
13 threat of serious physical harm to the tenant or to a child of the tenant from another
14 person and provides the landlord with a certified copy specified under sub. (1) and
15 with notice that complies with s. 704.21, the tenant shall not be liable for any rent
16 after the end of the month ^{following the month} in which he or she provides the notice or removes from the
17 premises, whichever is later. ^{insert 3-17}

insert 3-18

18 **SECTION 2.** 704.19 (2) (b) of the statutes is renumbered 704.19 (2) (b) 1. and
19 amended to read:

20 704.19 (2) (b) 1. A periodic tenancy can be terminated by notice under this
21 section only at the end of a rental period. In the case of a tenancy from year-to-year
22 the end of the rental period is the end of the rental year even though rent is payable
23 on a more frequent basis. Nothing

24 2. Notwithstanding subd. 1., nothing in this section prevents termination of a
25 tenancy before the end of a rental period because of an imminent threat of serious

1 physical harm, as provided in s. 704.16, or for nonpayment of rent or breach of any
2 other condition of the tenancy, as provided in s. 704.17.

3 SECTION 3. 704.44 of the statutes is created to read:

4 **704.44 ~~Lease~~ that restricts access to certain services is void.** A ~~lease~~ is
5 void and unenforceable if it allows a landlord in a residential tenancy to do any of the
6 following because a tenant has contacted an entity for law enforcement services,
7 health services, or safety services:

- 8 (1) Increase rent.
- 9 (2) Decrease services.
- 10 (3) Bring an action for possession of the premises.
- 11 (4) Refuse to renew a ~~lease~~.
- 12 (5) Threaten to take any action under subs. (1) to (4).

13 SECTION 4. Initial applicability.

14 (1) TENANTS AND LANDLORDS. The treatment of sections 704.16, 704.19 (2) (b),
15 and 704.44 of the statutes first applies to ~~leases~~ entered into, modified, or renewed
16 on the effective date of this subsection.

17 (END)

Rental agreement

Rental agreement

rental agreements

Insert 4-16



State of Wisconsin
2007 - 2008 LEGISLATURE

LRBa1127/4
PJK&MES:bk:nwn

**ASSEMBLY AMENDMENT 1,
TO 2007 SENATE BILL 269**

February 13, 2008 - Offered by Representative SUDER.

1 At the locations indicated, amend the bill, as shown by senate substitute
2 amendment 1, as follows:

3 **1.** Page 1, line 3: delete "harm and" and substitute "harm,".

4 **2.** Page 1, line 4: after "unenforceable" insert ", and prohibiting the imposition
5 of fees for certain local government law enforcement services".

6 **3.** Page 2, line 1: before that line insert:

7 ~~SECTION 1e.~~ [#] 66.0627 (7) of the statutes is created to read:

8 66.0627 (7) Notwithstanding sub. (2), no city, village, town, or county may
9 enact an ordinance, or enforce an existing ordinance, that imposes a fee on the owner
10 or occupant of property for a call for assistance that is made by the owner or occupant
11 requesting law enforcement services that relate to any of the following:

12 (a) Domestic abuse, as defined in s. 813.12 (1) (am).

13 (b) Sexual assault, as described under ss. 940.225, 948.02, and 948.025.

Insert 1-4

Insert 2-1 (072



Insert 2-1 contd 282

1 (c) Stalking, as described in s. 940.32.

2 ~~SECTION 1m.~~ SECTION 704.01 (3m) of the statutes is created to read: ✓

3 704.01 (3m) "Rental agreement" means an oral or written agreement between
4 a landlord and tenant, for the rental or lease of a specific dwelling unit or premises,
5 in which the landlord and tenant agree on the essential terms of the tenancy, such
6 as rent. "Rental agreement" includes a lease. "Rental agreement" does not include
7 an agreement to enter into a rental agreement in the future. (and of ins 2-1)

8 4. Page 2, line 1: delete "SECTION 1" and substitute "SECTION 1s".

9 5. Page 2, line 3: after "TERMINATING TENANCY" insert "BY TENANT".

10 6. Page 3, line 17: after that line insert:

11 "(3) TERMINATION OF TENANCY BY LANDLORD. (a) In this subsection, "offending
12 tenant" is a tenant whose tenancy is being terminated under this subsection.

13 (b) A landlord may terminate the tenancy of an offending tenant if all of the
14 following apply:

15 1. The offending tenant commits one or more acts, including verbal threats,
16 that cause another tenant, or a child of that other tenant, who occupies a dwelling
17 unit in the same single-family rental unit, multiunit dwelling, or apartment
18 complex as the offending tenant to face an imminent threat of serious physical harm
19 from the offending tenant if the offending tenant remains on the premises.

20 2. The offending tenant is the named offender in any of the following:

21 a. An injunction order under s. 813.12 (4) protecting the other tenant from the
22 offending tenant.

23 b. An injunction order under s. 813.122 protecting the child of the other tenant
24 from the offending tenant.

Insert 3-18 1082



Ins. 3-18 cont'd 2002

1 c. An injunction order under s. 813.125 (4) protecting the other tenant or the
2 child of the other tenant from the offending tenant, based on the offending tenant's
3 engaging in an act that would constitute sexual assault under s. 940.225, 948.02, or
4 948.025, or stalking under s. 940.32, or attempting or threatening to do the same.

5 d. A condition of release under ch. 969 ordering the offending tenant not to
6 contact the other tenant.

7 e. A criminal complaint alleging that the offending tenant sexually assaulted
8 the other tenant or the child of the other tenant under s. 940.225, 948.02, or 948.025.

9 f. A criminal complaint alleging that the offending tenant stalked the other
10 tenant or the child of the other tenant under s. 940.32.

11 g. A criminal complaint that was filed against the offending tenant as a result
12 of the offending tenant being arrested for committing a domestic abuse offense
13 against the other tenant under s. 968.075.

14 3. The landlord gives the offending tenant written notice that complies with s.
15 704.21 requiring the offending tenant to vacate on or before a date that is at least 5
16 days after the giving of the notice. The notice shall state the basis for its issuance
17 and the right of the offending tenant to contest the termination of tenancy in an
18 eviction action under ch. 799. If the offending tenant contests the termination of
19 tenancy, the tenancy may not be terminated without proof by the landlord by the
20 greater preponderance of the credible evidence of the allegations against the
21 offending tenant." *(end of ins 3-18)*

22

7. Page 4, line 16: after that line insert:



State of Wisconsin
2007 - 2008 LEGISLATURE

LRBa0923/1
PJK:wlj:jf

**SENATE AMENDMENT 1,
TO SENATE SUBSTITUTE AMENDMENT 1,
TO 2007 SENATE BILL 269**

November 30, 2007 – Offered by Senator COGGS.

1 At the locations indicated, amend the substitute amendment as follows:

2 ✓ 1. Page 1, line 3: delete “leases” and substitute “rental agreements”.

3 ✓ 2. Page 2, line 3: before “tenant” insert “residential”.

4 ✓ 3. Page 3, line 12: before “tenant” insert “residential”.

5 ✓ 4. Page 3, line 16: after “month” insert “following the month”.

6 5. Page 3, line 17: after “later.” insert “The tenant’s liability for rent under this

7 subsection is subject to the landlord’s duty to mitigate damages as provided in s.

8 704.29 (2).”

9 ✓ 6. Page 4, line 4: delete “Lease” and substitute “Rental agreement”.

10 ✓ 7. Page 4, line 4: delete “lease” and substitute “rental agreement”.

11 ✓ 8. Page 4, line 11: delete “lease” and substitute “rental agreement”.

*Insert
3-17*

not

not

**2007-2008 DRAFTING INSERT
FROM THE
LEGISLATIVE REFERENCE BUREAU**

LRBs0272/?ins
PJK.....

INSERT A-PJK

4 The substitute amendment also provides that a landlord may terminate the tenancy of a tenant (offending tenant) who commits one or more acts that cause another tenant, or a child of another tenant, who lives in the same single-family rental unit or multiunit rental dwelling or complex as the offending tenant to face an imminent threat of serious physical harm from the offending tenant if the offending tenant remains on the premises. However, the landlord has the right to terminate the tenancy only if the offending tenant is the subject of: 1) an injunction order protecting the other tenant or tenant's child from the offending tenant; 2) a condition of release ordering the offending tenant not to contact the other tenant; 3) a criminal complaint alleging that the offending tenant sexually assaulted or stalked the other tenant or tenant's child; or 4) a criminal complaint filed against the offending tenant as a result of an arrest for committing a domestic abuse offense against the other tenant. The landlord must provide the offending tenant with written notice to vacate the premises on a date that is at least five days after the giving of the notice, and the offending tenant may contest the termination of tenancy in an eviction action. ✓

(END OF INSERT A-PJK)

SENATE BILL 269

abuse offense against the tenant. If the tenant provides the required certified copy and proper notice of the termination of the tenancy to the landlord and removes from the premises, the tenant is not responsible for any rent after the end of the month in which he or she provides the notice or removes from the premises, whichever is later.

Under current law, a landlord may not increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten to do any of those things, if there is a preponderance of evidence that the landlord's action or inaction is in retaliation against the tenant for making a good faith complaint about a defect in the premises to a public official or housing code enforcement agency, for complaining about a violation of a local housing code, or for exercising a legal right related to residential tenancies. This bill provides that a lease is void and unenforceable if it allows a landlord to increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten to do any of those things, because the tenant has contacted an entity for law enforcement services, health services, or safety services.

Local government emergency services

Under current law, a municipality (a city, village, or town) may impose a special charge against real property for current services rendered, including services such as snow and ice removal, weed elimination, and sidewalk repair. This bill prohibits a municipality or a county from imposing a fee on the owner or occupant of property for a call for assistance that is made by the owner or occupant requesting law enforcement, fire protection, or other emergency services from the municipality or county.

that relate to domestic abuse, sexual assault, or stalking

or substitute amendment

For further information see the **local** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

*END of
JNS
ANL-MES*

1 SECTION 1. 66.0627 (7) of the statutes is created to read:

2 66.0627 (7) Notwithstanding sub. (2), no city, village, town, or county may
3 enact an ordinance, or enforce an existing ordinance, that imposes a fee on the owner
4 or occupant of property for a call for assistance that is made by the owner or occupant
5 requesting law enforcement, fire protection, or other emergency services that are
6 provided by the city, village, town, or county.

7 SECTION 2. 704.16 of the statutes is created to read:

*use
auto number
not hard
number*

insert 4-16

1 (2) LOCAL GOVERNMENT LAW ENFORCEMENT SERVICES. The treatment of section
2 66.0627 (7) of the statutes first applies to a call that is made for law enforcement
3 services on the effective date of this subsection.

(END) *ins 4-16*

4