1 608 266-7038
send to STEVE

Tom Brittain]
1627 N. Van Buren St.
Milw. WI. 53202

Jan 22, 1996

Assemblywoman,Carol Owens
Member , The Assembly Housing Committee

Dear Assemblywoman Owens:

If I understand correctly Glen Grothman has proposed legislation*(799.45 (3) , see page 19 , 20 & 21 ofLRB-4442/3 to be voted on by The Assembly Housing Committee on March 21st*)that would allow landlords in Wisconsin to pick themselves as the moving company, and the storage company in an eviction action against their tenant. The wording of the proposed legislation would also **allow the landlord to decide** if property of his or her tenant is to be disposed of on the spot, or securely stored.

On the surface this proposed change looks very cut and dry, and the solution seems easy. If landlord.has a problem tenant...The court orders him off the landlords property ...the landlord notifies the sheriff that he or she will be ready and willing to move that tenant and then store their property as soon as the sheriff can arrive. The sheriff shows up at the evictees home, the landlord shows up with five men and a truck to do the moving. What could be simpler? The question you must ask is **"will this really work**?"

One must think about the type of problems this system will create as opposed to the advantages it will offer.

Consider these questions

If every landlord can in effect be his/her own mover, how will a large volume of moves be coordinated with the sheriffs department? In Milwaukee County alone there are at least 60 moves each week. The system that is in place today can handle this volume of work because of its efficiency, (As things stand now the sheriffs department chooses a moving company he knows to be reliable and efficient. This insures that a mover with a full crew, proper equipment, a large enough truck to move everything at once, and the experience to handle technical problems, is available on the day and hour of the sheriffs choice)

What will the sheriff do when he has 60 move outs to execute in a weeks time, and landlords who act as their own moving company show up short of men, show up without equipment to move large pieces, show up without a large enough truck to move the entire household, or show up late? The sheriff department is compelled by law to act within a ten day period. If the state demands that he act within this time frame, they must also insure that he has the means to act. By enacting Ag Rule 134 you are only insuring the sheriff that he has ,at best , only many amateur moving companies at his disposal.

Where there are such a large number of move outs in Milwaukee, will it be expected that a landlord (acting as his/her moving co.) be on a constant standby with a full crew of five men and a truck from the time the landlord delivers their writ to the sheriff until the hour of the move out? Remember, with this large number of unknowns it is impossible to expect the

sheriff to estimate the day much less the hour of any one job. Likewise, its unrealistic to expect that as each job comes up the sheriff will call each landlord , and then wait while the landlord assembles his men and rents his trucks.

SO, IF NEW LEGISLATION IS ENACTED , WILL IT REALLY BE A BENEFIT LANDLORDS FINANCIALLY? At present, a landlord after receiving a writ for eviction must hire a moving & storage company . The cost of an average two bedroom apartment move is a little more than $300.00. This cost is divided between the cost of the truck, 5 men (required by the sheriff) and packing cartons. If a land lord does his/her own move they will still have to supply a truck (large enough to do the entire job) , they will have to pay their crew, they will have to have or rent their own equipment , they will have to supply their own packing boxes, paper and packing tape. And if the crew is hired by the landlord, the landlord will have to supply workers comp insurance in case of injuries None of this is free. So what do you save? If you figure it out on a per move basis, and everything goes well, a landlord might save only about $50.00 per move at best! And this doesn't include any time a landlord will spend waiting for the sheriff to arrive. Also remember that currently a landlord is not responsible for storage of a tenants property. If new legislation is enacted as the Apartment Association members want it a landlord has to provide for storage. That means even more money!

Who will decide what in the apartment or home is abandon property or refuse?
On an eviction, under current legislation , it is an impartial party (the sheriff) who makes this decision. With Ag Rule 134, it will be the landlord who decides what will be called "abandon property". The potential for abuse of this responsibility is obvious. Regardless of what happens to the rest of this bill, there should always be a disinterested party who has authority over a tenants property.

Before you vote , I urge you to consider this section of that bill. By enacting this portion of the bill you will make it almost impossible for large Municipalities like Milwaukee to comply with the law. If you are to create new legislation shouldn't you make sure that it doesn't substantially hinder those who are obliged to enforce it? If there is any doubt in your mind as to how this portion of the law will hinder local law enforcement please call Lieutenant Schnagel at the Milwaukee Sheriffs Department (she is in charge of all evictions in Milwaukee County)and ask her what she thinks. Her telephone is (414) 278-5018.

Thank you for the opportunity to testify for informational purposes before this committee.

My name is Tom Conrad and I am a Housing Counselor at the Community Action Coalition for South Central Wisconsin Inc. I have worked with tenants and landlords for the past five years in Dane County, although I am originally from West Bend, Wisconsin.

Each day, I receive dozens of calls from tenants on the brink of eviction. The vast majority of these tenants are from hard working families who have been unable to pay their rent due to job loss or other crisis. I also talk to many renters who are having trouble getting needed repairs made to their rental units.

As you consider Rep. Grothman's proposed changes to the State Ag. Codes, I hope you will keep in mind that landlords enter the rental market by choice while tenants do not. Simply put, a person can choose to invest their money in income property, but everyone needs a place to live.

Unfortunately we have incomplete information about the contents of bill as drafted but I would like to make one specific reference to Section 3. I would be concerned about any change in the current requirement that a third party be used by the landlord in cases where a sheriff's eviction takes place.

Tenants are currently protected against landlords who might impound furnishings or other belongings in lieu of unpaid rent or damages. This protection is insured by the fact that the landlord is not allowed to act as the mover in eviction cases. The cost of hiring movers becomes part of the final damage award and can be collected by the landlord through regular civil judgement processes.

There would be too great an opportunity for landlords to hold belongs until collection of the debt is pursued. There would also be less protection against the theft of property by landlords who are not willing to wait for civil judgement.

In conclusion, Rep. Grothman's proposal should receive careful attention and I would hope that there will be more hearings on this important issue before this committee takes action.

Thank you all again for your attention.

Tom Conrad, Housing Counsellor
Community Action Coalition for South Central Wi. Inc.

GLENN GROTHMAN'S LANDLORD/TENANT OMNIBUS ACT

Legislative Reference Bill number 4442

2-29-96

TESTIMONY - FOR INFORMATION ONLY

KRISTINA DUX
4333 Britta Dr. #2
Madison, WI 53711
(608) 273-2450

Good afternoon, my name is Kristina Dux. I am the housing counselor for the shelter system in Madison; this means I provide families and individuals with information and resources on finding housing. I have been at the Y.W.C.A. for 10 months and also have worked at the Salvation Army with low income families for approximately a year and a half. I am also involved with the Wisconsin Coalition on Housing, Dane County Affordable Housing Coalition, and a subcommittee of that group called Renters Services/Eviction Prevention Task Force.

Today, testifying for information only, I would like to voice my concerns on two main issues addressed in Glenn Grothman's Tenant/Landlord Omnibus Bill: 1 - the changes that could affect earnest money deposits and 2 - proposed changes regarding security deposits and rent payments in advance.

Earnest Money Deposits

Currently, in Madison, *most* earnest money deposits are returned - in full - by a landlord to an applicant who has been denied an apartment. The proposed bill allows for landlords to keep the earnest money, as Glenn Grothman states, "only if the applicant is rejected because of omissions or falsifications on the application." The proposed bill also eliminates the word "immediately" from returning an earnest money deposit upon denial of an apartment.

The majority of the people I work with on a regular basis have never filled out an application for an apartment before, and many have literacy problems. Some have trouble remembering addresses and telephone numbers. In addition, credit reports are often inaccurate or not up to date. So, if a line on an application is left blank, or a wrong address is put on the application by mistake, does the proposed bill mean that some of these people will be denied the apartment but also lost part of the earnest money deposit because the landlord defined the mistake as a "lie" or "not true"?

In order for families to enter shelter, they have to have depleted all their funds. This means that many borrow money or receive money from charities to help with earnest money deposits. The lack of funds limits the number of places low income and homeless individuals can apply to at once. If the proposed bill is passed, my concerns are that many will not get the money returned. This then shows the importance of receiving earnest money deposits back - in full - immediately if denied an apartment; the individual then can use the same money to apply to another place.

Security Deposits and Rent Payments In Advance

Currently, the definition of a security deposit can be no more than one month's rent; the definition does not include rent paid in advance. The proposed bill may give landlords the right to collect advance rent payments without adhering to security deposit rules. The argument, as I understand it, is to give a second chance to those who have evictions or bad credit history.

The clientele I work with that have an eviction or bad credit history have trouble saving money, and often do fall behind on rent or other payments. There are funds available to help with security deposit; even though this does help, people still have a difficulty coming up with the rest of the money to move into an apartment. My concern is that instead of helping those who have fallen behind, it may actually deter low income families who cannot afford to pay more than one month's rent in advance from renting from that prospective landlord.

Please take the information I have given you in consideration when reviewing this bill. Feel free to contact me if you have any questions or concerns. Thank you.

Kristina Dux

Kristina Dux

March 4, 1996

Chet Gerlach
Gerlach Consulting
44 E Mifflin #301
Madison, WI 53703

Dear Mr. Gerlach:

During Thursday's testimony I heard at least three different representatives of the Wisconsin Apartment Association invite tenant groups to discuss the issues in the bill. Unfortunately, there is no statewide tenant organization like the Wisconsin Apartment Association. Additionally, local housing organizations are difficult to identify, overburdened, understaffed, facing budget cutbacks and often limited in participating in political activities. Therefore, individuals in the housing community have come together to form the Housing Coalition of Wisconsin, which I chair on a volunteer basis.

A week or so prior to Thursday's hearing on LRB 4442/1, I had spoken with Eileen Bruskewitz, President of the Madison Area Apartment Association about getting together to come up with suggestions for DATCP to improve their regulations. **At this time I would like to ask that the drafter of the bill, the Wisconsin Apartment Association, and the Southeast Wisconsin Apartment Association to consider meeting with the Housing Coalition of Wisconsin to discuss tenants' issues.** We understand that Milwaukee landlords have some of their own concerns and are a somewhat different group than the Wisconsin Apartment Association and it is important that they participate.

I have attached a letter sent to Mr. Grothman last August from Mr. Anderson regarding some issues Legal Action deals with daily. Although Rep. Grothman stated he had met with Mr. Anderson and resolved some issues with him, I do not see any of Mr. Anderson's ideas in this bill. Additionally, I can tell you that the Housing Coalition of Wisconsin may have additional things they would like to add such as the following:

- What is the landlord's penalty for failing to give proper notice prior to entry into a tenants rental unit?
- What rental problems can you constructively evict for?
- What is the proper procedure for rent abatement?
- Tenants would like to see landlords required to fill out the Homestead credit forms. Currently many landlords refuse, therefore it is very difficult for the tenant to get this tax credit.

The Housing Coalition of Wisconsin would be able to provide you with a more concrete list to begin discussion with as soon as they can meet again. I am also involved with the following groups and would be happy to discuss these issues with them and get their input.

Tenant Resource Center, Executive Director
Housing Coalition of Wisconsin, Chair
Wisconsin Coalition of End Homelessness, Vice Chair
Dane County Affordable Housing Coalition
Renters' Services Task Force

I look forward to meeting with you regarding these issues. Feel free to contact me at 608-257-0143.

Sincerely,

Brenda K Konkel

Brenda K. Konkel

cc: Glenn Grothman
Members of the Housing Committee

LEGAL ACTION OF WISCONSIN, INC.

31 South Mills Street • P.O. Box 9686 • Madison, Wisconsin 53715

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Kenosha, WI 53140
1-800-242-5840

Milwaukee Office
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Milwaukee, WI 53203
414-278-7722

August 4, 1995

Rep. Glenn Grothman
Wisconsin State Assembly
Room 125 West
Capitol Building
Madison, WI 53708

Re: Meeting Scheduled for August 8, 1995 on Landlord-Tenant Law

Dear Rep. Grothman:

Thank you for inviting me to attend the meeting scheduled for a discussion of landlord-tenant matters. I have been asked by Joe Murray and Chet Gerlach to invite a tenant representative to attend the meeting as well. I will be accompanied by Andrew Myhre of the United Council on Student Governments (representing students on 24 campuses throughout the state) at the beginning of the meeting. Eric Jernberg of Community Advocates, based in Milwaukee, who has represented tenants in housing matters for some 20 years, will be joining us after the meeting is underway.

Briefly, tenants would like to see changes made in the following laws affecting landlord-tenant affairs:

-- Requirement that landlords pay simple interest on security deposits, which are, after all, tenant properties made available to landlords for substantial earnings on investments -- this is particularly true where landlords own many rental units and particularly true where landlords require several months rent to be paid in advance as a security deposit. Rep. Johnsrud introduced AB 1079 at the tail end of the past session to require the payment of a 5% interest on security deposits held by landlords. Also, Madison operates under an ordinance that requires the payment of interest on security deposits.

-- Prohibition against the requirement of payment of more than one month's rent as a security deposit. A single landlord in Whitewater, who owns the vast majority of rental units, requires the payment of several months rent in advance as a security deposit. Such policies in general operate to discriminate against low income tenants and allow for profound profits to be made with

the use of tenant monies. Security deposits, by definition, are supposed to be used for the purpose of protecting against damage to property or against the failure of tenants to pay rent -- not to allow for an exorbitant profit off of the use of some one else's money. The Uniform Residential Landlord-Tenant Act, proposed by the National Conference of Commissioners on Uniform State Laws, recommends such a provision.

-- Requirement that security deposits be placed in escrow, so that they are used strictly as a security against damage or the failure of tenants to pay rent, and not as a vehicle for substantial investment opportunities through the use of someone else's money.

-- Penalty for landlords who fail to deliver premises in fit condition at the beginning of the tenancy.

-- Requirement that landlords provide 24 hours (instead of current 12 hours) notice before entering tenants' premises.

-- Requirement that landlords provide tenants with a check-in form, as is required by a Madison ordinance, for tenants to notify landlords of any defects in the premises when they move in.

-- Requirement that landlords provide tenants with written disclosure of charges for water, heat, or electricity which are not included in the rent.

-- Requirement that landlords provide tenants with a written statement of housing and building code violations at the commencement of the tenancy.

-- Requirement that landlords provide receipts for rent or other charges paid in cash.

-- Requirement that landlords who deny housing to tenants provide a written explanation of the reasons for the denial, upon the request of the denied parties.

-- Penalty for landlords who attempt self help eviction by the termination of essential utilities, or who otherwise attempt self help eviction by means other than following the judicial eviction procedures required by the statutes.

-- Modification of tenant duty to make repairs which are minor in relation to rent [s. 704.07 (3)(b)] if defect

constitutes a building code violation.

-- Clarification of application of landlord-tenant laws to transient housing.

-- Limitation on the amount that can be required for payment of late rent payment fees, expressed as a percentage of the rent.

-- Prohibition of automatic lease renewal [s. 704.15].

-- Limitation on rent increases for month to month tenants during the first six months of rental.

Thank you again for inviting us to participate in this discussion.

Sincerely,

Robert J. Andersen
Staff Attorney

cc. Chet Gerlach
Joe Murray

RESPECTFULLY SUBMITTED TO:

Members of the Assembly Housing Committee

FROM:

Leigh Hanson, Executive Officer, Wisconsin Apartment Association

RE:

Tenant-Landlord Omnibus Bill (Proposed Changed to ATCP 134)

DATE:

February 29, 1996

ATCP 134 rules were enacted effective in May of 1980. They have never been amended, although they were adopted as an "experiment." With fifteen years experience in using these rules, it is time to address changes or clarifications that have not been working in favor of either the landlord or the tenant.

In my position as Executive Officer of the Wisconsin Apartment Association, I receive telephone calls from tenants and landlords from all over the state asking for assistance on problems. Therefore, I have a pretty good handle on the kinds of problems both the renter and the housing provider experience. That experience was contributory to the proposed changes you have before you, since I participated in the drafting process.

The Wisconsin Apartment Association has a Code of Ethics to which all its landlord/manager members must adhere. In my experience, members of the Wisconsin apartment Association strive diligently to go beyond compliance with the law to provide good, clean, safe housing to their residents, and to make fair compromises with reasonable tenants in the case of a dispute. Most of our membership report that they have good tenants. The majority of complaints arise from inadequate understanding of a particular rule, or from the fact that the rule does not work well in the real world. (See examples attached.)

I respectfully request that the Committee address the request for changes to the Tenant-Landlord Rules with equal concern for both the renter and the housing provider. The Rules should equally protect the tenant from the "bad landlord" and the landlord from the "bad tenant." The landlord must be able to run his business to the best advantage of all -- he must be able to make a profit, and he certainly cannot do that without happy tenants!

Example: A landlord is performing maintenance duties around the property, while waiting for a carpet installer to show up, and directing the painter to the proper apartment. With a deadline to meet for a "move-in," and hands full of tools, a tenant whisks by on the way out and stops briefly to ask that the dripping kitchen faucet be fixed. The landlord makes a mental note, but throughout the course of the hectic day completely forgets. This is not an uncommon occurrence (in my own experience as a landlord), and to expect the law to mandate compliance with a promise made in such a way is not a realistic human expectation. Isn't it more sensible to expect requests for maintenance be put in writing? Since the landlord wants to fix the problem, and the tenant wants the problem fixed, providing for written requests for maintenance will serve the interests of the landlord and the tenant equally.

Example: A landlord mails a security deposit back to the tenants who have vacated their unit three days before the end of the lease term. The landlord has 21 days in which to accomplish this. Does that 21 days begin on the last day of the lease term (since rent was paid by the tenant until the last day) or does it begin on the day the tenant actually vacated the unit? Judges are not consistent in their interpretation. It would be equally useful to landlords, tenants and judges to have this rule made clear.

Example: The landlord (or maintenance person) gives notice to enter an apartment for a repair. Assessment of the job reveals the necessity to secure parts or different tools. A second trip must be made to the unit. If the notice to enter did not allow for this, the repair cannot be made without another notice. Or, a maintenance job took less time than expected and another repair could be fit into the time slot, but the landlord could not enter the apartment to make the repair because proper notice was not given.

It would be an advantage to both landlord and tenant to commit to permission to enter for repairs when a request for the repair is made, with reasonable restrictions as to time-frames to protect tenants from the "bad" landlord.

March 3, 1996
711 Orton Ct.
Madison, WI 53703

Rep. Carol Owens
Chair, Committee on Housing

Dear Rep. Owens,

I am most grateful that you held a public hearing on the proposed Tenant-Landlord Bill. I was present at that hearing, but could not remain long enough to be able to speak. Hence this letter.

I became interested in this topic when I heard Rep. Glenn Grothman on Tom Clark's WHA radio program.

Rep. Grothman was quite flippant in his attitude toward renters saying that if they didn't like where they were renting, then they could move elsewhere. One doesn't change living quarters like changing dirty underwear (And what did he mean by saying that he expected a lot of "student-types" to be at the hearing?).

In Madison, rental property is scarce and rents are high for many of us. Probably half of all Madison tenants live from one paycheck to the next. My own rent is more than half of my cash income.

Most of us have rental contracts. One isn't free to simply walk out and forget the contract. And if there is a security deposit, what about that? And with the shortage of available apartments, where does one go? And what about moving costs? And time lost from work searching for another rental unit along with the time it takes to move?

Rep. Grothman's pity for the landlords is quite misplaced. In this day and age, having a place to live is at least as important as food on the table. It is actually a life-and-death matter. And most landlords have taken quick advantage of this with overpriced rental units, some in terrible condition. A recent story in *Isthmus* detailed one of the worst offenders, and although perhaps exceptional, there are many who have violated Madison building codes.

Because housing is of such critical importance for everyone, renters are in need of much more protection than they are presently getting. The very least that can be done is to not alter the present renter-landlord law.

Sincerely,

Clarence Kailin

cc:
Rep. Dean Kaufert
Rep. Rudy Silbaugh
Rep. Mark Green
Rep. Carol Kelso
Rep. Johnnie Morris-Tatum
Rep. Jeanette Bell
Rep. Don Brakas
Rep. Tammy Baldwin
Rep. Michael Wilder
Rep. Antonio Riley

February 17, 1996

State Representative Carol Owens
Room 105 W
Madison, WI 53708

Dear Representative Owens :

We have recently become aware of Representative Glenn Grothman's bill that would substantially change landlord and tenant law in Wisconsin, and we are concerned about the effects this legislation will have on the 2,000,000+ tenants in Wisconsin. Our major concern is that tenants will have no reasonable mechanism to enforce their rights. Currently, the Department of Agriculture, Trade and Consumer Protection has rules that protect tenants from unfair landlord business practices. The Department receives many more complaints than they can prosecute therefore, tenants have to go to small claims court to enforce their rights. Under the current rules tenants can get double damages, court costs and reasonable attorney fees. Even when tenants are awarded double damages this only begins to reimburses them for their efforts.

Rep. Grothman's legislation will take away the double damages and reasonable attorney fees. Given the recent increase in small claims court fees ($57) and the cost of an attorney, many tenants will find themselves unable to pursue claims against their landlords, leaving their rights unenforced. Very few attorneys currently are willing to take cases with a small retainer up front, knowing that they will probably get attorney fees at the end of the case. With these changes, those few attorneys that are currently willing to represent tenants will no longer be willing to take these cases. Unrepresented tenants could lose up to $5,000 in small claims court.

Currently, the Department takes complaints about violations of their regulations and provides rental information to tenants. If the regulations were written into law, there would be no statewide complaint process and the Department would no longer be able to provide this much needed information to tenants.

This piece of legislation purports to level the playing field for tenants and landlords when in fact, it greatly erodes many tenants protections. This bill only requires landlords to heat the premises to 67 degrees if it is above -10 Fahrenheit. Other changes give landlords the right to move and dispose of property when a tenant is evicted meaning that a tenant will not only lose their shelter, but they will lose all of their personal belongings over an eviction for a late payment of as little as $50.

This bill also greatly increases the chances of a tenant not getting their earnest money back. Grothman's bill states that any information on the application that is "not true" will enable the landlord to keep the earnest money for the cost of doing a credit report. The problem is that credit reports can contain errors, and may not be up to date. Furthermore, a tenant may not remember a phone number or address of a former landlord correctly and they could be penalized for information that is "not true".

Additionally, security deposits would be able to be withheld for "other charges" which would enable the landlord to charge the tenant for normal business expenses of the landlord such as routine painting, carpet cleaning, minor upkeep to the building and even rerental costs. It would also allow the landlord to withhold money for attorney's fees without a court award of attorney fees.

This pending legislation has grave implications for tenants of Wisconsin. If you would like further information about the other effects of this bill on tenants, please feel free to contact our group.

Sincerely,
Rita Meuer

Rita Meuer
Renters Services/Eviction Prevention Task Force Representative 608-251-1237

Form Provisions

According to Agriculture, Trade and Consumer Protection regulation 134.02 "*form provision*" means a written rule, regulation, or rental or contract provision that has not been specifically and separately negotiated and agreed to by the tenant in writing. Any provision appearing as part of a preprinted form is rebuttably presumed to be a form provision. Though the tenant can still be billed for violating form provisions, money cannot be deducted from a security deposit for violating a form provision. Generally, if a tenant and landlord each initial next to a clause the clause will not be considered a form provision. Certain form provisions, even if specifically and separately negotiated, are illegal. A provision cannot: allow the landlord to evict a tenant by any other means than the judicial process, nor authorize the landlord to confess judgment against the tenant, nor waive the landlord's responsibility to provide and maintain the apartment in a fit or habitable condition to name just a few.

Under Representative Grothman's proposal any provision appearing as part of a preprinted form is rebuttably presumed to be a form provision unless it is handwritten, or typewritten if provided on a separate sheet that is signed by the tenant and in type that is boldfaced and not smaller than 8-point type size.

The Housing Coalition of Wisconsin agrees with Representative Grothman in that form provisions are "tricky." Furthermore, the Housing Coalition of Wisconsin partially agrees with Representative Grothman that "form provisions are frequently ruled invalid in court because they are not considered a part of the lease itself."

However, the Housing Coalition of Wisconsin also disagrees with numerous aspects of Representative Grothman's "Talking Points on the Tenant-Landlord Omnibus Bill and to his proposed changes to the definition of "form provisions."

▸ When Rep. Grothman notes in his talking points that "a separate, typewritten sheet containing house rules against loud against partying at night might qualify (as a form provision)" this is valid. However, this is **NOT** an illegal form provision and would **NOT** be a valid defense if raised at an eviction hearing regarding this noisy party. Only form provisions that violate certain set guidelines as noted above and which are deducted from a security deposit are illegal. Furthermore, most standard leases have a clause directly in them prohibiting the tenants from, among other things, committing illegal activities in the apartment and from disturbing neighbors. Form No. 19 drafted by Attorney Thomas Frenn on 1/14/92 and produced by the Wisconsin Legal Blank Company, Inc. in Milwaukee, Wisconsin states specifically on line 100-103 that the:

> Tenant shall use the premises for residential purposes only. Neither party may (1) make or knowingly permit use of the premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors of or tenants in the building in which the premises are located

and furthermore states on lines 104-105 that the:

> tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants.

Form provisions, whether initialed or not, can be used, *legally*, to prevent tenants from disturbing neighbors, have the garbage taken out in a timely manner and to prohibit pets as just a few examples.

▸ In an attempt to clarify form provisions Rep. Grothman includes in his proposal that provisions "in type that is boldfaced and not smaller than 8-point type size" will not be considered. A copy of this entire statement has been delivered to each and every member of the Housing Committee in different styles of 8-point, boldfaced font. When the chance is provided, the Coalition urges each Assembly member to glance at their fellow assembly member's handout to see the wide disparity between different types of 8-point font and the difficulty of reading such provisions. Most tenants generally receive numerous papers to sign, that either out of carelessness or lack of time, they do not read thoroughly. By removing the requirement that non-form provisions be "specifically and separately negotiated" there is an increased in the odds that tenants will have less idea what they are agreeing to when the lease is signed.

Furthermore, even under current regulations, form provisions are rarely, if ever, specifically and separately negotiated between the landlord and tenant. *A rule rather than the exception is that either the tenant agrees to the form provisions or the tenant searches elsewhere for an apartment.*

Finally, the Coalition believes there is no problem exempting from the definition of a "form provision" something that is in handwriting, capital letters, and/or in bold type, unless, of course, the document is reproduced for more than one tenant, as is the case with a pre-printed form. The fact that a provision is in handwriting or bold face makes it no less part of a "form" than print if, in fact, the document is reproduced for more than one tenant.

In conclusion, due to the obvious continuing difficulties in clarifying and defining "form provisions", the Housing Coalition of Wisconsin urges the Housing Committee to reject Representative Grothman's proposed changes until further study with input by both tenants and landlords is undertake

LEWIS MILLER
284-8781

MOKLER PROPERTIES, INC.
MJ MOKLER PROPERTIES
FOX VALLEY LAUNDRIES, INC.

1117 W. NEW YORK
OSHKOSH, WISCONSIN 54901
(414) 235-6470

February 22, 1996

Representative Owens
411 H
100 N. Hamilton
Madison, WI 53703

Dear Representative Owens:

We would like to bring your attention to a new common sense type of bill that is of great importance to the rental housing industry.

Representative Grothman is seeking sponsors for a bill that makes several changes in Landlord-Tenant law. Most of these changes are clarifications and are probably what was originally intended, but have been interpreted differently by the lower courts.

All of the changes will make life a lot easier for landlords and responsible tenants.

We are enclosing Representative Grothman summary of these changes, as we think he has done a excellent job defining the problems and solutions.

We would really appreciate your help with this bill. As always, we would like to answer any questions or hear any suggests you may have.

Thank-you for your consideration of this matter.

Sincerely;

Mike Mokler

Chris Mokler

Tenant-Landlord Omnibus Bill

Testimony of Mike Mokler 2/29/96

Wisconsin Apartment Association Past President
Wisconsin Apartment Association Legislative Co-Chairman
Housing Provider - Oshkosh

The Wisconsin Apartment Association represents over 1700 housing providers. Thirty-five percent own from one to five units. Thirty-seven percent own from six to twenty-five units and eleven percent own twenty-six to fifty units.

Most of our members manage their own properties, most do their own maintenance and remodeling and all are hardworking people providing housing for people. Many of their properties are older properties that require extensive remodeling and maintenance.

I have traveled extensively around the state speaking and listening to our various local apartment association members. These people have many concerns. This bill addresses most of them.

We are not asking for major changes in the law. Our problem is mostly that the law is interpreted differently and in our opinion often incorrectly around the state. Most of this bill is about clarifying existing law in areas that our experience has found it lacking. I have studied the bill and do not see where it removes any rights from tenants.

An example would be the definition of form provisions. Some judges have said that a non-form provision must be hand written. This means that many things we add to a lease would have to be hand written each time we to a lease. I rent to about a hundred and thirty college students, mostly in groups of four. They change roommates a lot, meaning many redone leases. I don't see how putting important information in my very poor handwriting is going to help my tenants understand their lease.

Some parts of the bill add to the rights of the tenants. Allowing a housing provider to withhold his costs of processing an application when a prospective tenant lies to him, would seem to mean that he could not charge an application fee if the tenant did not lie. Some people do charge application fees. This is one of the gray areas in the law.

Others will be testifying about other parts of this bill so I will thank-you for your attention and I would be glad to answer any questions. I would also be glad to meet with any legislator or group that has any concerns about this bill effecting tenants rights. Our tenants are our customers and the interests of the vast majority of tenants, responsible tenants, are the same as ours. Thank-you

414 235-6470

State Representative Michael Wilder:

We urge you to support the Landlord/Tenant Omnibus Bill.

I am enclosing a copy of the talking points written by Representative Glenn Grothman and what this proposal will do. These are all common-sense ideas which will clarify the present landlord/tenant relationship.

The present rules were put into effect more than 15 years ago and have not been changed or amended since. In that time, however, there have been many adverse court rulings against landlords because of the vague language in Ag 134.

Some of the biggest changes in this proposal would include 1) a clear definition of form provisions and 2) a clearer definition of when the clock starts running for the return of security deposits.

The proposal would also allow landlords to cut eviction costs when it becomes necessary by allowing an owner to remove the tenants' personal belongings under the supervision of the County Sheriff as opposed to hiring an expensive Sheriff-approved mover to move belongings that in most cases are never picked up.

Lastly, this proposal will allow owners to withhold the actual costs of credit checks in cases where the applicant has falsified or omitted important information from a rental application.

For many years now, many tenants have done extreme damage to rental units and not had to face the consequences of their actions. Under this proposal, all we seek is for personal responsibility to be restored.

Orville Seymer, Legislative Chairman
The Apartment Association of Southeastern Wisconsin, Inc.

Apartment Association of Southeastern Wisconsin, Inc.
1442 North Farwell, Suite 102 • Milwaukee, Wisconsin 53202 • 414-276-9637

United Council

of University of Wisconsin Student Governments, Inc.

122 State Street, Suite 500, Madison, WI 53703 Phone: (608) 263-3422 Fax: 265-4070

Testimony of

David C. Stacy

United Council President

Tenant-Landlord Omnibus Bill (LRB 4442/1)

Before the Assembly Committee on Housing

February 29, 1996

Representative Owens, members of the committee, good afternoon. My name is David Stacy and I am President of the United Council of UW Students. United Council represents 140,000 students on 24 UW campuses. Thank you for this opportunity to testify on the Tenant-Landlord Omnibus Bill (LRB 4442/1).

We urge the committee to reject this bill. This bill requires extensive modification before consideration by the full Assembly. Our primary objection to this bill stems from the changes it makes to the definition and use of security deposits.

This bill would change the definition of a security deposit to *exclude* any rent payments that are made in advance. For example, if a student renter is required to pay for a semester's worth of rent in advance—a situation that currently exists for many students—that money would not be counted as part of the security deposit.

If a student leaves his or her lease early, for legitimate reasons, the landlord is not required to return the pre-paid rent because it is not defined as part of the security deposit. By changing the definition of security deposit to exclude advance rent payments, this bill creates an undefined situation which under current administrative rule does not exist.

Another problem with the bill is the change to when a security deposit must be returned by the landlord. This proposal changes the current rule so that the security deposit would not need to be returned within 21 days after the tenant vacates the premises. Instead, the landlord would not be required to return the security deposit until 21 days after the lease was scheduled to expire.

Once again, if a student or other tenant is forced to leave the dwelling before the lease expires, he or she may be forced to wait until the lease is scheduled to expire before receiving that money back. This money may be necessary for the student to use for rent or a security deposit on his or her new dwelling.

Inter-Departmental Mailing Address: United Council, Room B-11 South, State Capitol
E-mail Address: UCOUNCIL@macc.wisc.edu

Students frequently live in low-income or substandard housing. Because students often have limited financial resources, these changes to the definition and use of security deposit money may make it fiscally impossible for a student tenant to leave a legitimately faulty housing unit.

The changes to tenant/landlord regulations proposed in this bill were made with little discussion of how to address the concerns of both landlords and tenants. This bill was designed by landlords for landlords. This committee should not, under any circumstances, dramatically change Wisconsin housing regulations without first requiring broad-based discussions among all affected parties. I know that groups representing tenants are more than willing to sit down with landlords to try to address many of their concerns. However, this bill, at this time, is not the appropriate vehicle to facilitate such a discussion.

If there is need to take a major look at Wisconsin's tenant/landlord regulations, perhaps this committee and the bill's sponsor could request a Legislative Council study. Until a fair, broad-based discussion occurs, under no circumstances should this bill be passed during the current legislative session.

Thank you for this opportunity to testify. I would be happy to answer any questions.

Tenant Resource Center
122 State St., Suite 507A
Madison, WI 53703-2500
Counseling Line (608) 257-0006
Business Line (608) 257-0143

put with bill

To: Representative Glenn Grothman
Assembly Housing Committee Members
Allen Tracey, Department of Agriculture, Trade and Consumer Protection

From: Catherine Wilcox-Nash
Board President, Tenant Resource Center

Re: Effect of LRB 4442/1 on Wisconsin landlord/tenant relationships

Date: March 1, 1996

During Thursday's testimony on Representative Grothman's LRB draft 4442/1, the Landlord/Tenant Omnibus Act there were many concerns raised about the process and the history of the bill. There was limited input from tenants. Although Legal Action of Wisconsin was contacted, actual tenants first input into the bill was Thursday's hearing. Many tenants had to leave before getting to speak to the issues that were important to them and/or their clients. This, combined with the late and somewhat obscure notice of the hearing and the lack of information about this draft, left very limited tenant input into the current draft and a community pereption that the process was unfair.

Through open dialogue between interested parties a bill addressing the both the needs of tenants and landlords could have been introduced. Both tenants and landlords agree there is room for clarification and there are some needed changes in the current tenant landlord laws and regulations. The Tenant Resource Center is particularly concerned with this issue because our mission is as follows:

> The Tenant Resource Center is a non-profit organization **dedicated to promoting positive relations between rental housing consumers and providers throughout Wisconsin.** By providing access to conflict resolution and education about rental rights and responsibilities, we empower the community to obtain and maintain quality affordable housing.

For the last two years the Tenant Resource Center has focused on building an understanding between landlords and tenants and getting them to come together to resolve their differences. We have focused on creating an environment of open communication for individual landlord/tenant relationships and the community as a whole. For example, in Madison we have worked with the Madison Area Apartment Association to start a mediation project for rental housing issues. We have also presented 18 seminars throughout the state over the past two years teaching tenants and landlords about their rights and responsibilities. An important piece of these seminars encourages groups of landlord and tenant representatives to get together to discuss common issues.

Our major concern about this LRB draft is that the process is fair. We were greatly saddened to see the display of open hostility between landlords and tenants at Thursday's hearing. We feel like much of our hard work was undone in a few short hours by process the drafter of this bill chose to use and the fact that the committee heard the issue at such a late date. Hopefully, a controversial bill of this magnitude will have little chance of passing during this floor period. At that point we will be able to repair much of the ill will created between tenants and landlords in this state by following a process that is percieved to be fair by both sides.

We would like to offer our services in attempting to repair the ill will created by Thursday's hearing. If a legislative study council is created, if the Department creates a task force or if there is an informal process set up to deal with these issues, we would like to be involved.

FORM PROVISION INFORMATION SHEET

DATE: February 29, 1996

To: - Housing Committee
- Small Business Economic Development & Urban Affairs Committee

Subject: Landlord Omnibus Bill LRB #4442 – Form Provision Changes

THE GOAL: Is to eliminate any misunderstanding between shelter provider and tenant concerning the rights/responsibilities that shelter provider and tenant have to each other.

FORM PROVISION DEFINITION: (Proposed change is highlighted and underlined):

FORM PROVISION: Means a written rule, regulation or rental or contract provision that has not been specifically and separately negotiated and agreed to by the tenant in writing. Any provision appearing as part of a preprinted form is rebuttably presumed to be a form provision unless it is handwritten, **or typewritten if provided on a separate sheet** that is signed by the tenant **and in type that is boldfaced and not smaller than 8–point type size.**

NOTE: Sheet 3 of 3, the "Proposed Example" is written in 8–point type size.

PRESENT PROCEDURE: Each rule/regulation between shelter provider and tenant must be negotiated, handwritten and signed as a separate document. This can involve 50–150 separate signed pages.

PROPOSED PROCEDURE: All rules/regulations between shelter provider and tenant can be type written on a separate sheet of paper and signed as a separate document. This will result in 1 or 2 extra signed pages.

CHANGE JUSTIFICATION:

* Hand writing contractual agreements in the computer age is antiquated and takes significantly more effort to read and understand if penmanship is not clear.

* This proposed change is already being used in Chapter 779.02(2) of the Wisconsin Statutes describing the Construction Lien procedure.

* Would make complying with Fair Housing Laws easier to accomplish.

EXISTING EXAMPLE

The following provision must be hand written as illustrated and separate from the Rental Agreement under the current Ag Rule "Form Provision" definition.

ADDENDUM TO RENTAL AGREEMENT

I, John Doe, the tenant residing at 111 W Main Street, Milwaukee WI, agree to mow the lawn and shovel the snow within 24 hours after a snow fall, at this property.

If the owner, John Smith is fined because I have not mowed the lawn or shoveled the snow, I agree to pay the fine, which is about $100. The fine is pabable when assessed. Any unpaid fines will be deducted from my security deposit.

John Doe

Existing Example

The above example must be repeated on a separate page for each rule/regulation. Possible of 50–150 added pages.

RULES AND REGULATIONS

LEASE ADDENDUM 1

...les/regulations are for the mutual benefit of all residents in making this complex a nice, clean, and quiet place to live. Careful observance of the rules ...egulations will help prevent future misunderstanding and save additional costs to you. Should you have any questions, do not hesitate to call the ...nagement office

PETS: • No pets permitted - This also includes VISITOR pets. **SEE ADDENDUM 3 NO PETS**

APARTMENTS:

1. No disturbing parties, noises, odors, or nuisances including to sing or play any musical instruments will be tolerated which would be objectionable to other tenants.
2. Tenants are responsible for guests, relatives, or children at all times. Residents will be held liable for any damages caused by guests, relatives, or children.
3. Garbage must be disposed of daily. FLATTEN ALL CARTONS.
4. Dishwashers, disposals, vacuuming - Limit operation hours from 7:00 a.m. to 9:00 p.m. - courtesy to your neighbors.
5. No abrasive cleaners are to be used on bathtubs or countertops. Countertops are not to be used as cutting boards. Use liquid cleaners only or call for details. Stick-on decals prohibited on appliances, bathtubs, etc.
6. No oven cleaners are to be used on ranges. Use ammonia water with nylon brush or call for details.
7. Pictures to be hung on walls with small finishing nails or stick pins. No ceiling hooks. Nothing permitted on cabinets, entrance doors, woodwork, and fiberglass tubs. Stick-on's or glue-on's prohibited.
8. Drapes are to installed within 15 days after occupancy. Hem drapes 3-4" above all heater units.
9. Windows — Due to unexpected weather, CLOSE ALL WINDOWS WHEN LEAVING YOUR APARTMENT.
10. Greasy, muddy boots or shoes are to be removed at lobby entrance doors.
11. Air conditioning installed in windows prohibited.
12. Child care or sitting prohibited.
13. Liquid fuels are prohibited for starting barbeque grills. Electric starters only.
14. Redecorating of apartment, carpet cleaning is prohibited without management approval.
15. Soliciting in building prohibited.
16. Kerosene heaters prohibited by law.
17. All light fixtures required 60 watt bulbs (maximum). Larger watts will cause overheating and fires.
18. Keys to open apartment $5.00 per occurance.
19. Fiberglass bathtubs maintenance use liquid cleaner only. Examples—Softscrub, Limeaway, etc. NON ABRASIVE CLEANERS ONLY.

LAUNDRY AREAS:

1. Portable washers and dryers prohibited. $5.00 per day penalty.
2. Wash tubs are provided for soaking clothes only. Any other use is prohibited.
3. Outdoor laundry drying prohibited.
4. As a courtesy, limit washing hours from 7:00 a.m. to 9:00 p.m.

BASEMENTS, HALLWAYS, PUBLIC AREAS:

1. Keep clear at all times. Garages and lockers are provided for all personal items.
2. Door carpets are prohibited in hallways.

OUTDOOR AREAS:

1. Sidewalks are to be used for daily travels, including moving in and out.
2. Use of lawns welcomed, clean yard when finished.
3. Bird feeders prohibited.
4. Autos not allowed on walks or lawns.

AUTOS, GARAGES, PARKING:

1. Your garage is #1 parking stall. Autos not parked in proper areas will be towed away, including VISITORS.
2. Garages are to be used for parking and storage only. Garage doors to be closed at all times.
3. Autos not driven daily will be charged a fee. Also additional/unauthorized vehicles charge $5.00 per day each.
4. Autos, motorcycles must be approved by management.
5. Automotive repairs prohibited on property.
6. Autos leaking oil or gas in garage or parking areas must be repaired or removed from property.
7. During snow removal, all vehicles must be removed. Should you leave for work, put extra vehicle in garage or make arrangement with management.
8. Auto washing is permitted, provided resident uses nozzel on hose. WINTER WASHING PROHIBITED, FAUCETS ARE WINTERIZED.

VACATIONS:

1. Notify management if possible for security reasons.
2. Check with management on thermostat setting during winter months.

TERMINATION:

- **60 days notice is required** prior to lease expiration date. **SEE ADDENDUM 3 TERMINATION**

SECURITY DEPOSIT RETURN:

- Landlord must furnish a written itemized statement of damage and deductions within 21 days of apartment surrender.

  NOTICE: Anyone who "intenionally absconds (to leave premises) without paying all current and past rent due may be guilty of a Class A Misdemeanor," pursuant to Section 943.215, Wisconsin Statutes. Such a violation of criminal law may be punishable by imprisonment and fined up to nine (9) months and $10,000.00.

I HAVE RECEIVED, READ, AND UNDERSTAND THIS DOCUMENT AND AGREE TO ALL TERMS.

Lessor/Owner Date

(1) Lessee Date

In April of 1994, we were informed we were going to be criminally charged with unfair rental practices. Never did we envisionwhat laid ahead for us. This case would take us down a road of fraud, falsifications of public records, possible revenge, real criminal activity, a spurned romance, gross misconduct and malfeasance of government employees, harboring an escaped fugitive and much more.

This notice came from DA's office. Never did we get any contact from the Ag Dept.

We are two inner city landlords, small businessmen who, according to the State of Wisconsin are criminals. We were each criminally charged with 14 counts under the State of WI Agriculture Rules, of unfair rental practices. What were the criminal acts we were accused of? Failing to keep promises, failing to put promises in writing, failing to make the promised repairs, and failing to show work orders to tenants are a few of them.

Who were our accusers?

The first is ~~a mother with 9 children~~ Cady who had rented from us twice previously. In the Spring of 1992, she contacted us from Tennessee where she had moved to and asked us help bring her and her family back to Wisconsin because they were not surviving on Tennessee welfare benefits. We gave her a loan, drove down to Tennessee helped move her family back, and provided the family free housing until a suitable house became available. When one became available, we immediately started making all the necessary preparations for moving in. She and her family helped in many aspects of getting the house ready, including picking out all the colors and accessories she wanted. She soon took our kindness as a sign of a possible romantic relationship with

Mr. Mall, including inquiries of marriage to Mr. Mall. A month or two later, her husband had escaped from custody and she decided to hide him in the house. The family began breaking and destroying parts of the house. They also started paying rent sporadically and missing some months all together. They were presented with a 5-day notice in April of 1993 (Pay rent or leave). As soon as she was presented with the 5-day notice, she called building inspection department and accused us of renting her a house in very bad condition, when in actuality she and her family were responsible for most of the damages. She also accused us of making many promises to her that were never fulfilled. She was fully aware that house was in good condition before she moved in and there were never any promises made to her. In fact, she had even agreed to do some additional painting inside the house after she moved into help repay the loan given her, but after she moved in, the work stopped and the money owed was never seen again. By filing the complaint, she also felt she was off the hook for paying us back the money that she owed us which is a total sum of $1439 and, furthermore could possibly could get money from us in the form of restitution. (which was tried in court, but denied in Judge Gordon's courtroom)

Our second accuser is a 25 year old individual with an extensive criminal record including weapons charges, child neglect, disorderly conduct charges, party to a crime, and at the time had 2 outstanding warrants out for her arrest. She already

has 5 evictions in her past. On July 2, 1993, she made a partial rent payment, and moved in. By July 9, 1993, 5 days later her tenancy was terminated, due to the fact they she never paid the remainder of the rent; Even though she didn't pay, she refused to leave and invited other criminals to live with her. They immediately began to destroy the apartment, breaking out windows, making holes in the wall, breaking doors off the frames, plugging up plumbing, etc. But by filing a complaint, we believe she had devised a way to never pay another cent towards rent by blaming us for her damages. That group continued living there until December and still didn't leave until we finally had to throw them out with an eviction. How much financially did she get over on us? Our court judgment against her is for $1909.00, but she also wanted restitution. (again denied in Judge Gordon's court)

Our third accuser, lived at the same property, but in the upper back duplex unit. In September of 1993, we hired her to clean the front lower duplex for us which had recently been vacated. We agreed on the price of $25.00 for the cleaning. Well the next time we came to the property, our cleaning lady, had taken the keys and moved into the lower front unit. We demanded that she leave and go back to the unit that she had rented and had legal possession of, and she refused. We soon found out why. Her old unit was entirely filled with garbage, liquor bottles, old broken furniture, old dirty clothes, rotted food, and lots more. It took 2 people two, 8 hour days just to remove all of the trash, and 5 truckloads of trash were taken to the dump.

She continued to live in the front without our permission as an illegal squatter for 4 months and absolutely refused to leave. She became furious with us for constantly demanding that she leave and her revenge was to file the complaint, even though she was an illegal squatter. Of course the unit she illegally moved into was not even ready for rental and we were blamed for the conditions that existed in the unit, which we never even had a chance to work on before she illegally squatted. She also wanted to get restitution from us, even though there we no rental agreement and she had never even paid one cent towards any security deposit or rent. (this was also denied to her in the courtroom)

Neither of the last 2 individuals described even held legal possession or occupancy of the units but their complaints against us were accepted.

We were not even asked by the investigator to verify the fact that they were indeed tenants. In fact we were never asked one single question about any aspect of the complaints.

We have been in the rental property business for over 10 years and have had a good rapport with the City of Milw. Building Inspection, until one inspector became the catalyst for uniting these 3 individuals. During our own investigation, we have uncovered evidence that this inspector falsified city records against us, she had given false information to the State Investigator and District Attorney's office regarding this case, she back dated work orders on our property, she has falsified daily activity records, she has a criminal record

that she has denied vehemently, and she has violated many building inspection department rules and regulations by choosing not to live by the rules that she is paid to enforce. For one example, per Inspt. Doetze of the City of Milw. Tax Accesors Dept., she has installed $20,000 worth of materials (not including labor) in her home for improvements and remodeling, but had never taken out one permit for any of the work that was done. In September of 1995, we presented many documents of evidence proving our statements to Commissioner Lee Jensen of the Building Inspection Department and later we provided a copy to Mayor Norquist. To date have not even received the courtesy of a response or reply.

Now what was our punishment for all this? The District attorney wanted us to spend ninety days jail and $10,000 fine from each of us. We have spent countless hours investigating and putting together the pieces of our case and we have provided the District Attorney's office with hundreds of documents including receipts, tax reports, evidence of our accusers lies, pictures, evidence of a Building Inspector's malfeasance and misconduct, criminal records, and many more documents. Our investigation caused the District Attorney's office to amend the criminal complaint against us to a minimal civil forfeiture.

We have only presented a brief outline for our case due to time constraints. We believe we have experienced all that could and did go wrong with these present laws. The laws have been used and manipulated by individuals who used them to their own advantage and tried then extract money out of us. During the

past 3 years we have spent over $10,000 dollars in legal and investigative fees. We have been handcuffed, fingerprinted and even put in jail in holding cells.

By far, our most astonishing experience was to see the way our system of rules, regulations, and justice operate.

We were never asked once to verify, explain, or clarify any claim that was lodged against us during the investigation. When the light of truth was shown on a false claim, the District Attorney would then try to change the count to fit the evidence we brought forth.

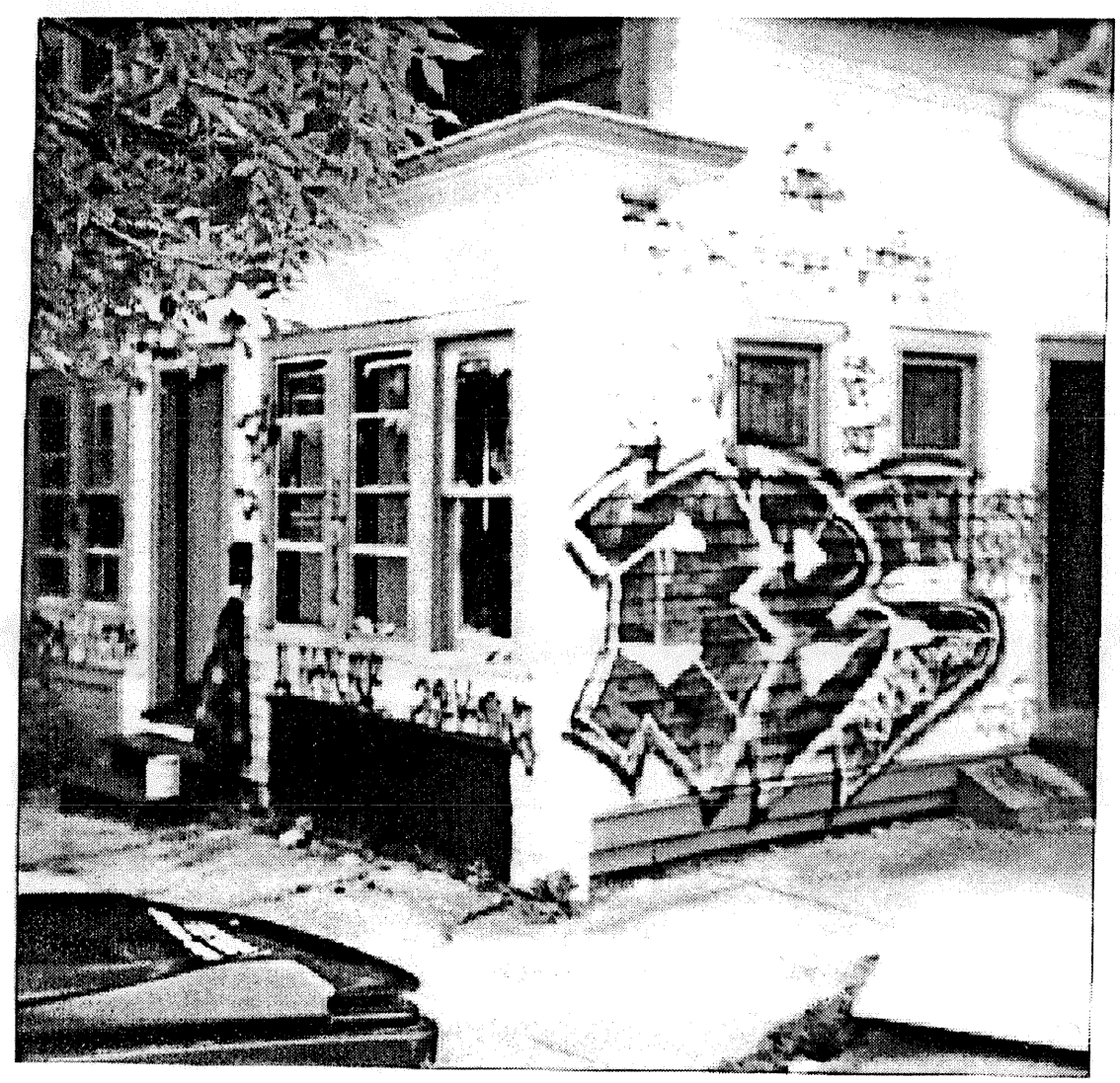
We never expected to have records falsified against us by a building inspector and for that inspector to participate in a matter which constitutes a conflict of interest.

We never foresaw that the Ag. Dept. would knowingly provide disinformation to the media at the conclusion of this case.

We were raised to believe you are innocent until proven guilty, and we never expected to be judged guilty and have had to prove our innocence.

As a result of our experiences, our reputation has been damaged, we have lost properties, our business has been severly damaged and the idea that we had 10 years ago, that we could make a difference, is no longer alive; it died as did our dreams.

Damage done during eviction



State of Wisconsin
Tommy G. Thompson, Governor

Department of Agriculture, Trade and Consumer Protection
Alan T. Tracy, Secretary

Consumer Protection Regional Office
3333 N. Mayfair Road, Suite 114
Milwaukee, WI 53222-3288

February 8, 1996

309064

Barbara Holzmann &
Jack Burgess
Holzmann & Associates
2303 N 39 ST
Milwaukee, WI 53210

Re: Christine Delaware &
Prentiss Smith
2950 N. 17 ST
Milwaukee, WI 53208

Kevin Bonner
Rep at

Dear Ms. Holzmann & Mr. Burgess:

We have completed our review of the complaint filed by the above party and will not be pursuing the issues in the case at this time.

We observed that several of the security deposit deductions that you listed on your security deposit reconciliation included a $90.00 deduction for Sheriff's fees, $70.00 for court costs, and $375.00 for movers. Such deductions are not listed as allowable deductions under s. ATCP 134.06(3)(a) and are actually prohibited to appear on any rental document per s. ATCP 134.08(3):

S. ATCP 134.06(3)(a) limits security deposit withholding to:
1) Tenant damage, waste, or neglect of the premises,
2) Rent for which the tenant is legally responsible, subject to s.704.29, Stats.
3) Nonpayment of actual amounts owed for utility services provided by the landlord,
4) Nonpayment of government utility charges or mobile home parking fees,
5) Other reasons clearly agreed upon in writing at the time the rental agreement was entered into, other than in a form provision.

No rental agreement may:
Require the tenant to pay attorney's fees or costs incurred by the landlord in any legal action or dispute arising out of the rental agreement. (ATCP 134.08(3))

Although it is understandable that a landlord may wish to recover such costs, we understand that they must be awarded by a judge in a court action.

Although you described the physical damages to the property, the clean out cost of $260.00 was not discussed in your reply. We would expect that a landlord would either supply a copy of a written agreement on a non-form provision or we would expect the

landlord to describe the actually conditions that necessitated the deduction.

Although you claimed lost rent for the month of October, you did not provide copies of invoices and advertisements documenting that efforts were made to mitigate damages per s. 704.29, Wis. Stats.

Since the total dollar damage you claim for physical damages caused by the tenant plus unpaid September and back rent exceeds the amount of the security deposit, we will not be issuing a warning letter in this case. However, we would not expect to find unallowable deductions if we should receive additional complaints.

We have observed that your on your lease, lines 61 to 64, states that the lease can be automatically renewed without notice from either party on identical terms. Such a practice is prohibited under s. ATCP 134.09 (3):

> No landlord shall enforce, or attempt to enforce, an automatic renewal or extension provision in any lease unless, as provided under s. 704.15, Stats., the tenant was given separte written notice of the pending automatic renewal or extension at least 15 days, but no more than 30 days before its stated effective date. A copy of s. 704.15, Wis. Stats., is enclosed.

Please black out or modify the protions of the clause on Lines 61-64 that reflect the prohibited practice.

The following is provided for informational purposes. In clause 12 it indicates that a $20.00 fee would be deducted for NSF checks that are returned to the landlord. Such a fee is enforceable while the tenant is still residing on the property; however, if the landlord intends to deduct the fee from the security deposit if the tenant does not pay it, the landlord would need to have a separate written agreement specifying it.

A copy of ATCP 134 is enclosed for your review.

This agency is concerned that both parties are claiming to have suffered property damage. In your reply you indicated that you were waiting for copies of the police records and would forward them to us. We did not receive them.

In reviewing the facts provided by both you and the consumer, there appears to be a dispute as to the facts of the case upon which only a judge could render a decision, should either party wish to pursue the matter in a private court action.

We are closing our review of the file at this time; however, should we receive any future complaint(s) showing a pattern of unfair or illegal practices, we may reopen this file again. At that time we would evaluate the facts and determine if any enforcement action is appropriate.

TO: Members Of The Housing Committee
Wisconsin State Assembly

FROM: James Curtin
915 Vilas Avenue
Madison, Wisconsin 53715

SUBJECT: Tenant-Landlord Reform

I am strongly opposed to any legislationthat would weaken tenant rights. In todays world many families simply can not afford the down payment for a home of their own, and are at the mercy of landlords, usually absentee landlords. Many of these landlords are in business simply to make as big a profit as they can, and care nothing about safe or affordable housing. I speak from twenty five years as a renter.

The State of Wisconsin does have an interest in protecting tenant rights because housing is a basic, need of the citizens.

Renters are taxpayers of the State of Wisconsin. Every time property taxes go up, our rent goes up. Please help us renters have a decent standárd of living. Thank you.

James D. Curtin

Feb 29, 1996