



State of Wisconsin
2007 - 2008 LEGISLATURE

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**ASSEMBLY SUBSTITUTE AMENDMENT 2,
TO 2007 ASSEMBLY BILL 520**

February 14, 2008 – Offered by Representative SUDER.

1 **AN ACT** *to renumber and amend* 704.19 (2) (b); and *to create* 66.0627 (7),
2 704.01 (3m), 704.16 and 704.44 of the statutes; **relating to:** terminating a
3 tenancy for imminent threat of serious physical harm, and making rental
4 agreements that restrict access to certain services void and unenforceable, and
5 prohibiting the imposition of fees for certain local government law enforcement
6 services.

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

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.

Under current law, a landlord may not increase rent, decrease services, bring an action for possession of the premises, refuse to renew a rental agreement, 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 rental agreement 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 rental agreement, or threaten to do any of those things, because the tenant has contacted an entity for law enforcement services, health services, or safety 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 substitute amendment 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 services from the municipality or county that relate to domestic abuse, sexual assault, or stalking.

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

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 services that relate to any of the following:

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

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

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

9 **SECTION 2.** 704.01 (3m) of the statutes is created to read:

10 704.01 (3m) “Rental agreement” means an oral or written agreement between
11 a landlord and tenant, for the rental or lease of a specific dwelling unit or premises,
12 in which the landlord and tenant agree on the essential terms of the tenancy, such
13 as rent. “Rental agreement” includes a lease. “Rental agreement” does not include
14 an agreement to enter into a rental agreement in the future.

15 **SECTION 3.** 704.16 of the statutes is created to read:

16 **704.16 Termination of tenancy for imminent threat of serious physical**
17 **harm. (1) TERMINATING TENANCY BY TENANT.** A residential tenant may terminate his
18 or her tenancy and remove from the premises if both of the following apply:

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

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

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

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

6 3. An injunction order under s. 813.125 (4) protecting the tenant or a child of
7 the tenant from the person, based on the person's engaging in an act that would
8 constitute sexual assault under s. 940.225, 948.02, or 948.025, or stalking under s.
9 940.32, or attempting or threatening to do the same.

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

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

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

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

19 **(2) NOT LIABLE FOR RENT.** If a residential tenant removes from the premises
20 because of a threat of serious physical harm to the tenant or to a child of the tenant
21 from another person and provides the landlord with a certified copy specified under
22 sub. (1) and with notice that complies with s. 704.21, the tenant shall not be liable
23 for any rent after the end of the month following the month in which he or she
24 provides the notice or removes from the premises, whichever is later. The tenant's

1 liability for rent under this subsection is subject to the landlord's duty to mitigate
2 damages as provided in s. 704.29 (2).

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

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

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

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

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

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

17 c. An injunction order under s. 813.125 (4) protecting the other tenant or the
18 child of the other tenant from the offending tenant, based on the offending tenant's
19 engaging in an act that would constitute sexual assault under s. 940.225, 948.02, or
20 948.025, or stalking under s. 940.32, or attempting or threatening to do the same.

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

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

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

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

6 3. The landlord gives the offending tenant written notice that complies with s.
7 704.21 requiring the offending tenant to vacate on or before a date that is at least 5
8 days after the giving of the notice. The notice shall state the basis for its issuance
9 and the right of the offending tenant to contest the termination of tenancy in an
10 eviction action under ch. 799. If the offending tenant contests the termination of
11 tenancy, the tenancy may not be terminated without proof by the landlord by the
12 greater preponderance of the credible evidence of the allegations against the
13 offending tenant.

14 **SECTION 4.** 704.19 (2) (b) of the statutes is renumbered 704.19 (2) (b) 1. and
15 amended to read:

16 704.19 (2) (b) 1. A periodic tenancy can be terminated by notice under this
17 section only at the end of a rental period. In the case of a tenancy from year-to-year
18 the end of the rental period is the end of the rental year even though rent is payable
19 on a more frequent basis. ~~Nothing~~

20 2. Notwithstanding subd. 1., nothing in this section prevents termination of a
21 tenancy before the end of a rental period because of an imminent threat of serious
22 physical harm, as provided in s. 704.16, or for nonpayment of rent or breach of any
23 other condition of the tenancy, as provided in s. 704.17.

24 **SECTION 5.** 704.44 of the statutes is created to read:

