



# State of Wisconsin

LEGISLATIVE REFERENCE BUREAU

## **RESEARCH APPENDIX -** **PLEASE DO NOT REMOVE FROM DRAFTING FILE**

Date Transfer Requested: 07/31/2007 (Per: PJK)





 Appendix A ... Part 02 of 02

 The 2007 drafting file for LRB-2269/1

has been copied/added to the drafting file for

**2007 LRB-3020**

 The attached 2007 draft was incorporated into the new 2007 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as a appendix, to the new 2007 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

 This cover sheet was added to rear of the original 2007 drafting file. The drafting file was then returned, intact, to its folder and filed.



State of Wisconsin  
2007 - 2008 LEGISLATURE

LRB-2269/B  
PJK/MES/GMM:csdg

revised

P2

5

SA-  
x-1 of 2

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

D-note

regenerate

1 AN ACT *to amend* 66.0125 (3) (a), 66.0125 (3) (c) 1. b., 66.0125 (9), 66.1011 (1),  
 2 66.1201 (2m), 66.1213 (3), 66.1301 (2m), 66.1331 (2m), 66.1333 (3) (e) 2., 106.50  
 3 (1), 106.50 (1m) (h), 106.50 (1m) (nm), 106.50 (5m) (d), 106.50 (5m) (f) 1., 224.77  
 4 (1) (o), 234.29 and 452.14 (3) (n); and *to create* 66.0627 (7), 66.1205 (1) (d),  
 5 106.50 (1m) (ab), 704.08, 704.16, 704.42 and 704.44 of the statutes; **relating**  
 6 **to: prohibiting discrimination in housing on the basis of abuse, sexual assault,**  
 7 **or stalking victim status, termination of a tenancy, prohibiting certain actions**  
 8 **by landlords, requiring landlords to change locks under certain circumstances,**  
 9 **and** prohibiting the imposition of fees for local government emergency services, **and**  
 10 **the selection of tenants by housing authorities.**

**Analysis by the Legislative Reference Bureau**

\*\*\*\*NOTE: This analysis is not complete. A complete analysis will be provided in a later version.

This bill makes various changes relating to the open housing law, the laws governing landlord-tenant relations, local government emergency services, and the selection of tenants by housing authorities.

***Housing discrimination based on abuse, sexual assault, or stalking victim status***

Current law prohibits discrimination in housing on the basis of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, lawful source of income, age, or ancestry (protected class). Specifically, current law prohibits all of the following acts of discrimination based on a person's membership in a protected class:

1. Refusing to sell, rent, finance, or contract for the construction of housing or to discuss the terms of any of those transactions.
2. Exacting a different price, or different or more stringent terms or conditions, for the sale, lease, financing, or rental of housing.
3. Advertising in a manner that indicates discrimination by a preference or limitation.
4. Refusing to renew a lease, causing the eviction of a tenant from rental housing, or engaging in the harassment of a tenant.
5. Falsely representing that housing is unavailable for inspection, rental, or sale.
6. Otherwise making unavailable or denying housing.

Current law also prohibits a mortgage banker, loan originator, or mortgage broker from treating a person unequally based on the person's membership in a protected class and a real estate broker, real estate salesperson, or time-share salesperson from treating a person unequally based on the person's sex, race, color, handicap, national origin, ancestry, marital status, or lawful source of income.

Current law does not prohibit an owner of housing from requiring that a person who is seeking to buy or rent housing supply information concerning the person's family status, marital status, and financial and business status, but does prohibit an owner from requiring information concerning a person's race, color, disability, sexual orientation, ancestry, national origin, religion, creed, or, subject to an exception for housing for older persons, age.

This bill prohibits discrimination in housing on the basis of abuse, sexual assault, or stalking victim status, which is defined in the bill to mean, with respect to a person who is seeking to rent or purchase housing, that the person or a member or prospective member of the person's household have been, or is believed by the lessor or seller of the housing to be, a victim of domestic abuse, child abuse, sexual assault, or stalking. The bill also prohibits an owner of housing from requiring that a person seeking to buy or rent housing supply information concerning the person's abuse, sexual assault, or stalking victim status and prohibits a mortgage banker, loan originator, mortgage broker, real estate broker, real estate salesperson, or time-share salesperson from treating a person unequally based on the person's abuse, sexual assault, or stalking victim status.

"Domestic abuse" is defined under current law as the intentional infliction of physical pain, physical injury, or illness, the intentional impairment of physical condition, sexual assault, criminal damage to property, or a threat to engage in any of that conduct, by an adult family member or household member against another adult family member or household member, by an adult caregiver against an adult

who is under the caregiver's care, or by an adult against his or her former spouse, an adult with whom he or she has or has had a dating relationship, or an adult with whom he or she has a child in common. "Child abuse" is defined under current law as physical injury inflicted on a child by other than accidental means, sexual intercourse or sexual contact with a child, sexual exploitation of a child, causing a child to view or listen to sexual activity, permitting a child to engage in prostitution, exposing one's genitals to a child, manufacturing methamphetamine in the home or presence of a child, causing emotional damage to a child, or threatening to engage in any of that conduct.

### **Landlord-tenant relations**

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 bill provides that a tenant may terminate his or her tenancy and remove from the premises if the tenant or a ~~member~~ <sup>child</sup> of the tenant's household faces a threat of serious physical harm from another person if the tenant remains on the premises. The tenant may prove to the landlord that he or she or the ~~household member~~ <sup>child</sup> faces a threat of serious physical harm only by providing the landlord with a certified copy of: 1) an injunction order protecting the tenant or the ~~household member~~ <sup>child</sup> from the person; 2) a condition of release ordering the person not to contact the tenant or the ~~household member~~ <sup>child</sup>; 3) a criminal complaint alleging that the person sexually assaulted or stalked the tenant or the ~~household member~~ <sup>child</sup>; or 4) a criminal complaint filed against the person as a result of an arrest for committing a domestic abuse offense against the tenant ~~of the household member~~ <sup>child</sup>. 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 prohibits a landlord from increasing rent, decreasing services, bringing an action for possession of the premises, refusing to renew a lease, or threatening to do any of those things, because the tenant has contacted an entity for law enforcement services, health services, or safety services. The bill provides that any provision in a lease that allows a landlord to do any of those things is unenforceable.

### **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, or other emergency services from the municipality or county.

*protection*

**Selection of tenants by housing authority**

Under current law, a housing authority is required to observe a number of specified duties with respect to rentals and tenant selection, such as a requirement that it rent or lease dwelling units only to persons of low income and at rentals within the financial reach of low income persons. This bill adds another duty for a housing authority. Under the bill, a housing authority must administer its waiting lists in a way that adopts a preference for households with incomes of less than 30 percent of the median income within the authority's area of operation.

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:***

1           **SECTION 1.** 66.0125 (3) (a) of the statutes is amended to read:

2           66.0125 (3) (a) The purpose of the commission is to study, analyze, and  
3 recommend solutions for the major social, economic, and cultural problems which  
4 that affect people residing or working within the local governmental unit including,  
5 ~~without restriction because of enumeration,~~ problems of the family, youth,  
6 education, the aging, juvenile delinquency, health and zoning standards, and  
7 discrimination in housing, employment and public accommodations and facilities on  
8 the basis of sex, class, race, religion, sexual orientation, or ethnic or minority status,  
9 and discrimination in housing on all of those bases and on the basis of abuse, sexual  
10 assault, or stalking victim status, as defined in s. 106.50 (1m) (ab).

11           **SECTION 2.** 66.0125 (3) (c) 1. b. of the statutes is amended to read:

12           66.0125 (3) (c) 1. b. To ensure to all residents of a local governmental unit,  
13 regardless of sex, race, sexual orientation, or color, the rights to possess equal  
14 housing accommodations and to enjoy equal employment opportunities and to

1 ensure to those residents, regardless of sex, race, sexual orientation, color, or abuse,  
2 sexual assault, or stalking victim status, as defined in s. 106.50 (1m) (ab), the right  
3 to possess equal housing accommodations.

4 SECTION 3. 66.0125 (9) of the statutes is amended to read:

5 66.0125 (9) INTENT. It is the intent of this section to promote fair and friendly  
6 relations among all the people in this state, and to that end race, creed, sexual  
7 orientation, or color ought not to be made tests in the matter of the right of any person  
8 ~~to sell, lease, occupy or use real estate or to earn a livelihood or to enjoy the equal use~~  
9 ~~of public accommodations and facilities, and race, creed, sexual orientation, color, or~~  
10 ~~abuse, sexual assault, or stalking victim status, as defined in s. 106.50 (1m) (ab),~~  
11 ~~ought not to be made tests in the matter of the right of any person to sell, lease,~~  
12 ~~occupy, or use real estate.~~

13 SECTION 4. 66.0627 (7) of the statutes is created to read:

14 66.0627 (7) Notwithstanding sub. (2), no city, village, town, or county may  
15 enact an ordinance, or enforce an existing ordinance, that imposes a fee on the owner  
16 or occupant of property for a call for assistance that is made by the owner or occupant  
17 (17) requesting law enforcement, fire <sup>protection</sup> or other emergency services that are provided by  
18 the city, village, town, or county.

19 SECTION 5. 66.1011 (1) of the statutes is amended to read:

20 66.1011 (1) DECLARATION OF POLICY. The right of all persons to have equal  
21 opportunities for housing regardless of their sex, race, color, physical condition,  
22 disability as defined in s. 106.50 (1m) (g), sexual orientation, as defined in s. 111.32  
23 (13m), religion, national origin, marital status, family status, as defined in s. 106.50  
24 (1m) (k), abuse, sexual assault, or stalking victim status, as defined in s. 106.50 (1m)  
25 (ab), lawful source of income, age, or ancestry is a matter both of statewide concern

1 under ss. 101.132 and 106.50 and also of local interest under this section and s.  
2 66.0125. The enactment of ss. 101.132 and 106.50 by the legislature does not  
3 preempt the subject matter of equal opportunities in housing from consideration by  
4 political subdivisions, and does not exempt political subdivisions from their duty, nor  
5 deprive them of their right, to enact ordinances which prohibit discrimination in any  
6 type of housing solely on the basis of an individual being a member of a protected  
7 class.

8 **SECTION 6.** 66.1201 (2m) of the statutes is amended to read:

9 66.1201 (2m) DISCRIMINATION. Persons otherwise entitled to any right, benefit,  
10 facility, or privilege under ss. 66.1201 to 66.1211 shall may not be denied them the  
11 right, benefit, facility, or privilege in any manner for any purpose nor be  
12 discriminated against because of sex, race, color, creed, sexual orientation or,  
13 national origin, or abuse, sexual assault, or stalking victim status, as defined in s.  
14 106.50 (1m) (ab).

15 **SECTION 7.** 66.1205 (1) (d) of the statutes is created to read:

16 66.1205 (1) (d) In the administration of its waiting list, it shall adopt a  
17 preference for persons who would occupy the dwelling accommodations who have  
18 aggregate annual income of less than 30 percent of median income within the  
19 authority's area of operation.

20 **SECTION 8.** 66.1213 (3) of the statutes is amended to read:

21 66.1213 (3) DISCRIMINATION. Persons otherwise entitled to any right, benefit,  
22 facility, or privilege under this section shall may not be denied them the right,  
23 benefit, facility, or privilege in any manner for any purpose nor be discriminated  
24 against because of sex, race, color, creed, sexual orientation or, national origin, or  
25 abuse, sexual assault, or stalking victim status, as defined in s. 106.50 (1m) (ab).



1       **SECTION 9.** 66.1301 (2m) of the statutes is amended to read:

2       66.1301 (2m) DISCRIMINATION. Persons entitled to any right, benefit, facility,  
3       or privilege under ss. 66.1301 to 66.1329 shall may not be denied ~~them~~ the right,  
4       benefit, facility, or privilege in any manner for any purpose nor be discriminated  
5       against because of sex, race, color, creed, sexual orientation ~~or~~ national origin, or  
6       abuse, sexual assault, or stalking victim status, as defined in s. 106.50 (1m) (ab).

7       **SECTION 10.** 66.1331 (2m) of the statutes is amended to read:

8       66.1331 (2m) DISCRIMINATION. Persons otherwise entitled to any right, benefit,  
9       facility, or privilege under this section shall may not be denied ~~them~~ the right,  
10       benefit, facility, or privilege in any manner for any purpose nor be discriminated  
11       against because of sex, race, color, creed, sexual orientation ~~or~~ national origin, or  
12       abuse, sexual assault, or stalking victim status, as defined in s. 106.50 (1m) (ab).

13       **SECTION 11.** 66.1333 (3) (e) 2. of the statutes is amended to read:

14       66.1333 (3) (e) 2. Persons otherwise entitled to any right, benefit, facility, or  
15       privilege under this section may not be denied the right, benefit, facility, or privilege  
16       in any manner for any purpose nor be discriminated against because of sex, race,  
17       color, creed, sexual orientation ~~or~~ national origin, or abuse, sexual assault, or  
18       stalking victim status, as defined in s. 106.50 (1m) (ab).

19       **SECTION 12.** 106.50 (1) of the statutes is amended to read:

20       106.50 (1) INTENT. It is the intent of this section to render unlawful  
21       discrimination in housing. It is the declared policy of this state that all persons shall  
22       have an equal opportunity for housing regardless of sex, race, color, sexual  
23       orientation, disability, religion, national origin, marital status, family status, abuse,  
24       sexual assault, or stalking victim status, lawful source of income, age, or ancestry  
25       and it is the duty of the political subdivisions to assist in the orderly prevention or



1 removal of all discrimination in housing through the powers granted under s.  
2 66.0125 and 66.1011. The legislature hereby extends the state law governing equal  
3 housing opportunities to cover single-family residences which are owner-occupied.  
4 The legislature finds that the sale and rental of single-family residences constitute  
5 a significant portion of the housing business in this state and should be regulated.  
6 This section shall be deemed an exercise of the police powers of the state for the  
7 protection of the welfare, health, peace, dignity, and human rights of the people of  
8 this state.

9 **SECTION 13.** 106.50 (1m) (ab) of the statutes is created to read:

10 106.50 (1m) (ab) "Abuse, sexual assault, or stalking victim status" means, with  
11 respect to a person who is seeking to rent or purchase housing, that the person or a  
12 member or prospective member of the person's household has been, or is believed by  
13 the lessor or seller of the housing to be, a victim of domestic abuse, as defined in s.  
14 813.12 (1) (am), child abuse, as defined in s. 813.122 (1) (a), sexual assault, as  
15 described in s. 940.225, 948.02, or 948.025, or stalking, as described in s. 940.32.

16 **SECTION 14.** 106.50 (1m) (h) of the statutes is amended to read:

17 106.50 (1m) (h) "Discriminate" means to segregate, separate, exclude, or treat  
18 a person or class of persons unequally in a manner described in sub. (2), (2m), or (2r)  
19 because of sex, race, color, sexual orientation, disability, religion, national origin,  
20 marital status, family status, abuse, sexual assault, or stalking victim status, lawful  
21 source of income, age, or ancestry.

22 **SECTION 15.** 106.50 (1m) (nm) of the statutes is amended to read:

23 106.50 (1m) (nm) "Member of a protected class" means a group of natural  
24 persons, or a natural person, who may be categorized based on one or more of the  
25 following characteristics: sex, race, color, disability, sexual orientation as defined in

1 ~~s. 111.32 (13m), religion, national origin, marital status, family status, abuse, sexual~~  
2 ~~assault, or stalking victim status, lawful source of income, age, or ancestry.~~

3 **SECTION 16.** 106.50 (5m) (d) of the statutes is amended to read:

4 106.50 (5m) (d) Nothing in this section requires that housing be made available  
5 to an individual whose tenancy would constitute a direct threat to the safety of other  
6 tenants or persons employed on the property or whose tenancy would result in  
7 substantial physical damage to the property of others, if the risk of direct threat or  
8 damage cannot be eliminated or sufficiently reduced through reasonable  
9 accommodations. A claim that an individual's tenancy poses a direct threat or a  
10 substantial risk of harm or damage must be evidenced by behavior by the individual  
11 that caused harm or damage, that directly threatened harm or damage, or that  
12 caused a reasonable fear of harm or damage to other tenants, persons employed on  
13 the property, or the property. No claim that an individual's tenancy would constitute  
14 a direct threat to the safety of other persons or would result in substantial damage  
15 to property may be based on the fact that ~~a tenant has been or may~~ the individual  
16 or a member or prospective member of the individual's household has been or is  
17 believed by the lessor to be the victim of domestic abuse, as defined in s. 813.12 (1)  
18 (am), child abuse, as defined in s. 813.122 (1) (a), sexual assault, as described in s.  
19 940.225, 948.02, or 948.025, or stalking, as described in s. 940.32.

20 **SECTION 17.** 106.50 (5m) (f) 1. of the statutes is amended to read:

21 106.50 (5m) (f) 1. Nothing in this section prohibits an owner or agent from  
22 requiring that a person who seeks to buy or rent housing supply information  
23 concerning family status and marital, financial, and business status but not  
24 concerning race, color, physical condition, disability, sexual orientation, ancestry,

1 ~~national origin, religion, creed, abuse, sexual assault, or stalking victim status, or,~~  
2 ~~subject to subd. 2., age.~~

3 **SECTION 18.** 224.77 (1) (o) of the statutes is amended to read:

4 224.77 (1) (o) In the course of practice as a mortgage banker, loan originator,  
5 or mortgage broker, except in relation to housing designed to meet the needs of  
6 elderly individuals, treated a person unequally solely because of sex, race, color,  
7 handicap, sexual orientation, as defined in s. 111.32 (13m), ~~abuse, sexual assault, or~~  
8 ~~stalking victim status, as defined in s. 106.50 (1m) (ab),~~ religion, national origin, age,  
9 or ancestry, the person's lawful source of income, or the sex or marital status of the  
10 person maintaining a household.

11 **SECTION 19.** 234.29 of the statutes is amended to read:

12 **234.29 Equality of occupancy and employment.** The authority shall  
13 require that occupancy of housing projects assisted under this chapter be open to all  
14 regardless of sex, race, religion, sexual orientation ~~or, creed, or abuse, sexual assault,~~  
15 ~~or stalking victim status, as defined in s. 106.50 (1m) (ab),~~ and that contractors and  
16 subcontractors engaged in the construction of economic development or housing  
17 projects, shall provide an equal opportunity for employment, without discrimination  
18 as to sex, race, religion, sexual orientation, or creed.

19 **SECTION 20.** 452.14 (3) (n) of the statutes is amended to read:

20 452.14 (3) (n) Treated any person unequally solely because of sex, race, color,  
21 handicap, national origin, ancestry, marital status ~~or,~~ lawful source of income, ~~or~~  
22 ~~abuse, sexual assault, or stalking victim status, as defined in s. 106.50 (1m) (ab).~~

23 **SECTION 21.** 704.08 of the statutes is created to read:

24 **704.08 Requirement to change locks of protected tenant. (1) DEFINITION.**

25 In this section, "protected tenant" means, with respect to a tenant, that the tenant

1 or a member of the tenant's household is a victim of domestic abuse, as defined in s.  
2 813.12 (1) (am), child abuse, as defined in s. 813.122 (1) (a), sexual assault, as  
3 described in s. 940.225, 948.02, or 940.025, or stalking, as described in s. 940.32.

\*\*\*\*NOTE: I've used "as defined in" and "as described in" so that a conviction is not necessary. "Domestic abuse" is defined in other sections, as well. (See ss. 46.95 (1) (a) and 813.12 (1) (am).) Do you want to use a different definition from the one I've used? There is no definition or description of "domestic violence" in the statutes. That phrase, however, could be used without a definition or description.

4 (2) DIFFERING REQUIREMENTS DEPENDING ON PERPETRATOR'S RESIDENCE. (a) If a  
5 tenant is a protected tenant, and if the perpetrator of the domestic abuse, child  
6 abuse, sexual assault, or stalking with respect to the protected tenant is not a tenant  
7 in the same dwelling unit as the protected tenant, all of the following apply:

8 1. Any tenant of the dwelling may give oral or written notice to the landlord that  
9 the protected tenant or a member of the protected tenant's household is a victim of  
10 domestic abuse, child abuse, sexual assault, or stalking and may request that the  
11 locks to the protected tenant's dwelling unit be changed.

12 2. Within 48 hours after receiving a request under subd. 1., the landlord shall  
13 change the locks to the protected tenant's dwelling unit or give the protected tenant  
14 permission to change the locks.

15 3. The protected tenant is not required to provide documentation of the  
16 domestic abuse, child abuse, sexual assault, or stalking to initiate changing the locks  
17 under this paragraph.

18 (b) If a tenant is a protected tenant, and if the perpetrator of the domestic  
19 abuse, child abuse, sexual assault, or stalking with respect to the protected tenant  
20 is a tenant in the same dwelling unit as the protected tenant, all of the following  
21 apply:

1           1. The protected tenant or any tenant in the same dwelling unit as the protected  
2 tenant may give oral or written notice to the landlord that the protected tenant or  
3 a member of the protected tenant's household is a victim of domestic abuse, child  
4 abuse, sexual assault, or stalking and may request that the locks to the protected  
5 tenant's dwelling unit be changed.

6           2. Within 72 hours after receiving a request under subd. 1., the landlord shall  
7 change the locks to the protected tenant's dwelling unit or give the protected tenant  
8 permission to change the locks, but only if the protected tenant provides the landlord  
9 with a copy of a court order that requires the perpetrator to stay away from the  
10 dwelling unit.

11           3. If the landlord has been provided with a copy of a court order under subd.  
12 2., unless that or another court order allows the perpetrator to return to the dwelling  
13 unit to retrieve personal belongings, the landlord is not required to allow the  
14 perpetrator access to the dwelling unit, to provide keys to the perpetrator, or to  
15 provide the perpetrator access to the perpetrator's personal property within the  
16 dwelling unit. A landlord in compliance with this subdivision is not liable to a  
17 perpetrator who is excluded from the dwelling unit for civil damages for loss of use  
18 of the dwelling unit or for loss of use or damage to the perpetrator's personal property.

19           4. A perpetrator who has been excluded from a dwelling unit under subd. 3.  
20 remains liable with any other tenant of the dwelling unit for rent or damages to the  
21 dwelling unit.

22           (c) The protected tenant shall bear the expense of changing the locks under this  
23 section. If a landlord who is required under this section to change the locks or give  
24 the protected tenant permission to change the locks fails to act within the required  
25 time, the protected tenant may change the locks without the landlord's permission.

1 A protected tenant who changes the locks under this section shall give the landlord  
2 a key to the new locks within 48 hours after the locks are changed.

3 SECTION 22. 704.16 of the statutes is created to read:

4 704.16 Threat of serious physical harm. (1) TERMINATING TENANCY. A

5 tenant may terminate his or her tenancy and remove from the premises if the tenant

6 or a <sup>child of the tenant</sup> member of the tenant's household faces a threat of serious physical harm from

7 another person if the tenant remains on the premises. The tenant may prove that

8 he or she or a <sup>child of the tenant</sup> member of the tenant's household faces a threat of serious physical

9 harm from another person only by providing the landlord with a certified copy of any

10 of the following:

11 (a) An injunction order under s. 813.12 (4) protecting the tenant or a member  
12 of the tenant's household from the person.

13 (b) An injunction order under s. 813.122 protecting a <sup>child</sup> member of the tenant's  
14 household from the person.

15 (c) An injunction order under s. 813.125 (4) protecting the tenant or a <sup>child</sup> member  
16 of the tenant's household from the person, based on the person's engaging in an act

17 that would constitute sexual assault under s. 940.225, 948.02, or 948.025, or stalking  
18 under s. 940.32, or attempting or threatening to do the same.

19 (d) A condition of release under ch. 969 ordering the person not to contact the  
20 tenant or a member of the tenant's household.

21 (e) A criminal complaint alleging that the person sexually assaulted the tenant  
22 or a <sup>child</sup> member of the tenant's household under s. 940.225, 948.02, or 948.025.

23 (f) A criminal complaint alleging that the person stalked the tenant or a  
24 <sup>child</sup> member of the tenant's household under s. 940.32.

1 (g) A criminal complaint that was filed against the person as a result of the  
 2 person being arrested for committing a domestic abuse offense against the tenant or  
 3 a member of the tenant's household under s. 968.075.

\*\*\*\*NOTE: I didn't understand what changes were needed for par. (g); the suggested language did not seem to do anything different. Also, I did not include "that has been filed by the tenant" after "criminal complaint" in pars. (e) and (f) above. I am advised that the district attorney, not the tenant, would file a criminal complaint.

4 (2) NOT LIABLE FOR RENT. If a tenant removes from the premises because of a  
 5 threat of serious physical harm to the tenant or to a <sup>chief</sup> member of the tenant's household  
 6 from another person and provides the landlord with a certified copy specified under  
 7 sub. (1) and with notice that complies with s. 704.19, if applicable, and s. 704.21, the  
 8 tenant shall not be liable for any rent after the end of the month in which he or she  
 9 provides the notice or removes from the premises, whichever is later.

10 (3) OTHER TENANTS REMAIN LIABLE. Notwithstanding sub. (2), the tenancy of any  
 11 other tenants at the premises shall continue, and those tenants remain liable for  
 12 payment of rent and any damages to the premises.

\*\*\*\*NOTE: The North Carolina law adds that the provisions of this section may not be waived or modified by agreement of the parties. Do you want to include that? What if there are additional tenants under sub. (3) who cannot afford to stay after the protected tenant leaves and the landlord wants to let them out of the lease and rent the premises to someone else?

13 SECTION 23. 704.42 of the statutes is created to read:

14 **704.42 Landlord may not discriminate.** A landlord may not terminate a  
 15 tenancy, fail to renew a lease, refuse to enter into a rental agreement, or otherwise  
 16 retaliate in the rental of real property substantially on the basis of any of the  
 17 following:

18 (1) That the tenant or applicant, or a member of the tenant's or applicant's  
 19 household, is a victim of domestic abuse, as defined in s. 813.12 (1) (am), abuse, as



1 defined in s. 813.122 (1) (a), of a child, sexual assault, as described in s. 940.225,  
2 948.02, or 940.025, or stalking, as described in s. 940.32.

3 (2) That the tenant or applicant has terminated a tenancy under s. 704.16.

\*\*\*\*NOTE: The North Carolina law listed some forms of evidence of domestic violence, sexual assault, or stalking, but I didn't understand the reason. The statute did not indicate any purpose for the evidence. Why would or should evidence be provided to a landlord in the context of this prohibition? Does it mean that if a tenant or applicant presents evidence to a landlord the landlord *must* renew a lease or enter into a lease because if the landlord doesn't the assumption is that the action is based substantially on the fact that the person is a victim of domestic violence, sexual assault, or stalking? If a landlord doesn't know that someone is a victim of domestic violence, sexual assault, or stalking, the landlord can't discriminate on that basis. If a landlord knows or has reason to believe that someone is a victim, that is enough for the prohibition on discrimination to apply. I don't think a list of types of evidence is necessary or useful. If you want the list, however, the statute should provide the circumstances under which the evidence would be presented to a landlord and the consequences flowing from it.

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

5 **704.44 Landlord may not restrict access to certain services. (1)**

6 PROHIBITED ACTIONS. A landlord in a residential tenancy may not do any of the  
7 following because a tenant has contacted an entity for law enforcement services,  
8 health services, or safety services:

9 (a) Increase rent.

10 (b) Decrease services.

11 (c) Bring an action for possession of the premises.

12 (d) Refuse to renew a lease.

13 (e) Threaten to take any action under pars. (a) to (d).

14 (2) PROVISION UNENFORCEABLE. A provision in a lease that allows a landlord to  
15 take any action prohibited under sub. (1) is unenforceable.

16 SECTION 25. Initial applicability.

TENANTS AND LANDLORDS

1 (1) ~~LEASE AGREEMENTS~~. The treatment of sections ~~704.08~~, 704.16, and 704.44  
2 of the statutes first applies to leases entered into, modified, or renewed on the  
3 effective date of this subsection.

4 (2) LOCAL GOVERNMENT EMERGENCY SERVICES. The treatment of section 66.0627  
5 (7) of the statutes first applies to a call that is made for law enforcement, fire, or other  
6 emergency services on the effective date of this subsection. *protection*

7 (3) HOUSING DISCRIMINATION BASED ON ABUSE, SEXUAL ASSAULT, OR STALKING VICTIM  
8 STATUS. The treatment of sections 66.0125 (3) (a) and (c) 1. b. and (9), 66.1011 (1),  
9 66.1201 (2m), 66.1213 (3), ~~66.1301~~ (2m), 66.1331 (2m), 66.1333 (3) (e) 2., 106.50 (1),  
10 (1m) (ab), (h), and (nm), and (5m) (d) and (f) 1., 224.77 (1) (o), 234.29, and 452.14 (3)  
11 (n) of the statutes first applies to acts of discrimination occurring on the effective date  
12 of this subsection.

13 (END)

*D-note*

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-2269/P2dn

PJK:/:....

cjs

To Dave de Felice:

/P1

/P1

I have removed all of the extra provisions in this bill. My understanding is that you only wanted the provisions that were in LRB-2881 from 2005-06. Relative to LRB-2881, s. 66.0627 (7) is the same in this bill; the comparable provision to what was s. 704.035 in LRB-2881 is s. 704.44 in this bill; and the comparable provision to what was s. 704.19 (4) in LRB-2881 is s. 704.16 in this bill. Section 704.16 in this bill takes into account the changes requested in the memo you sent.

Pamela J. Kahler  
Senior Legislative Attorney  
Phone: (608) 266-2682  
E-mail: [pam.kahler@legis.wisconsin.gov](mailto:pam.kahler@legis.wisconsin.gov)

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-2269/P2dn  
PJK:cjs:sh

May 21, 2007

To Dave de Felice:

I have removed all of the extra provisions in this bill. My understanding is that you only wanted the provisions that were in LRB-2881/P1 from 2005-06. Relative to LRB-2881/P1, s. 66.0627 (7) is the same in this bill; the comparable provision to what was s. 704.035 in LRB-2881/P1 is s. 704.44 in this bill; and the comparable provision to what was s. 704.19 (4) in LRB-2881/P1 is s. 704.16 in this bill. Section 704.16 in this bill takes into account the changes requested in the memo you sent.

Pamela J. Kahler  
Senior Legislative Attorney  
Phone: (608) 266-2682  
E-mail: [pam.kahler@legis.wisconsin.gov](mailto:pam.kahler@legis.wisconsin.gov)

**REVISION OF LRB 2269/P2 – TENANTS TERMINATION OF TENANCY**

[An explanation follows each suggested revision]

1. Delete the material beginning on line 8, page 2, and ending on page 3, line 4, and substitute the following:

**704.16 Termination of tenancy for imminent threat of serious physical harm to**

**tenant.** (1) A tenant may terminate his or her tenancy and remove from the premises if both (a) and (b) apply:

- (a) 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; and
- (b) the tenant has provided the landlord with <sup>lotis is the name required under 704.21(2) +</sup> a certified copy of any of the following:

[paragraphs (a) – (g) of the draft would be renumbered 1. – 7.]

[Note: In the language of the LRB draft, an injunction, no contact bail provision, criminal complaint on file, or the like, would by itself be grounds for a tenant to terminate a tenancy. This would allow a huge population of tenants to break their leases. Landlords would strongly oppose such a broad provision. Not all persons who have injunctions, no contact bail provisions, or criminal complaints on file face an imminent threat of physical harm if they remain on the premises. What we had in last session's draft was a twofold requirement: (1) that the tenant faced an imminent threat of serious physical harm and (2) that the tenant had an injunction, no contact bail condition etc. So, I have amended this language at the end to try to state what we had developed with Rep. Wieckert and the landlords last session.]

2. On page 3, after line 21, create a new par. (2), as follows:

(2) Notice shall be provided to the landlord as provided in s. 704.21 and shall include any of the certified copies set forth in par. (1)(b).

[This references the section that explains how notice is to be given. It would have to be referred to, because there would otherwise be no explanation for how notice is to be given. This statute, then, would provide the substantive grounds for termination of tenancy and the means of providing notice]

3. On page 3, line 22, renumber (2) to (3).

4. On page 4, after line 4, amend s. 704.19 (2)(b), as follows:

(b) A periodic tenancy can be terminated by notice under this section only at the end of a rental period. In case of a tenancy from year-to-year the end of the rental period is the end of the rental year even though rent is payable on a more frequent basis.

Nothing in this section prevents termination of a tenancy for non-payment of rent or breach of any other condition of the tenancy, as provided in s. 704.17, or termination of a tenancy due to imminent threats of physical harm to a tenant, as provided in under s. 704.16.

*→ periodic*

[this is a section that provides the notice required for terminating tenancies. It already specifies that this has no effect on termination of tenancies for nonpayment of rent or breach of lease, which are covered by s. 704.17. The amendment I propose would simply add the termination of tenancy under our new provision to that list]

5. On page 4, delete lines 6-16 and substitute as follows:

S. 704.035 is created to read:

*void and →*

**704.35 Lease that restricts access to certain services.** A lease is unenforceable if it allows a landlord in a residential tenancy to increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten any of the foregoing, because a tenant has contacted any entity of law enforcement, health services, or safety services.

*It would include in a lease, what does it mean for the whole lease to be unenforceable*

[Note: the provision in LRB 2269 is very much like the retaliatory conduct prohibition found in s. 704.45, which we tried to include in our draft, but which the landlords balked at. Consequently, we limited ourselves to the language above – making the lease unenforceable – which is taken from last session's LRB draft. The provision in LRB 2269 makes certain practices unlawful. While that is beneficial to tenants, it goes beyond making the lease unenforceable. Finally, LRB 2269 provides that such a lease provision is unenforceable. Last session's draft made the entire lease unenforceable. There is logic in this, due to a Wisconsin Supreme Court opinion (Baierl v. McTaggart, 2001 WI 107), which held that a lease that contained a prohibited lease provision was itself unenforceable by the landlord. The theory was that these prohibited lease

238 wis 2d 555

provisions have such a chilling or deterrent effect on tenants that the remedy must be strong to ensure that the landlords do not include these in the leases. The landlord association reviewed this language last session and found it to be ok – they won't object to it as an association – so I think we should just leave it as it was in last session's LRB draft]



**Kahler, Pam**

---

**From:** de Felice, David Patrick  
**Sent:** Tuesday, June 12, 2007 9:35 AM  
**To:** Kahler, Pam  
**Cc:** 'Bob Anderson (Legal Action)'  
**Subject:** Pam

I understand that you have talked with Bob Anderson and that LRB 2269 will be re-drafted. Once it's finished, please share a copy with Bob.

Thanks.

Dave de Felice  
Office of Sen. Coggs  
608-266-2500 phone  
608-282-3546 fax



State of Wisconsin  
2007 - 2008 LEGISLATURE

LRB-2269/08

PJK&MES:esh

P3

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SAV  
12/1/07

in 6-11 → 7-3  
D-note

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

for imminent threat of serious physical harm

making leases that restrict access to certain services void and unenforceable

Reger  
Cat

- 1 AN ACT to create 66.0627 (7), 704.16 and 704.44 of the statutes; relating to:
  - 2 ~~termination of a tenancy, prohibiting certain actions by landlords, and~~
    - 3 prohibiting the imposition of fees for local government emergency services.

Analysis by the Legislative Reference Bureau

Landlord-tenant relations

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 bill 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 a threat of serious physical harm from another person if the tenant remains on the premises. The tenant may prove to the landlord that he or she or the child faces a threat of serious physical harm only by providing the landlord with 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 in which he or she provides the notice or removes from the premises, whichever is later.

must provide notice to the landlord and

an imminent

Insert A

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 ~~prohibits~~ a landlord ~~from~~ increasing rent, decreasing services, bringing an action for possession of the premises, refusing to renew a lease, or threatening to do any of those things, because the tenant has contacted an entity for law enforcement services, health services, or safety services. The bill provides that any provision in a lease that allows a landlord to do any of those things is unenforceable.

**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.

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:**

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:

8 **704.16 Threat of serious physical harm.** (1) TERMINATING TENANCY. A  
 9 tenant may terminate his or her tenancy and remove from the premises if the tenant

F (a)  
both of the following apply:

B

Termination of tenancy for imminent

1 or a child of the tenant faces <sup>an imminent</sup> a threat of serious physical harm from another person  
 2 if the tenant remains on the premises. (The tenant may prove that he or she or a child  
 3 of the tenant faces a threat of serious physical harm from another person only by  
 4 providing the landlord <sup>insert 3-4</sup> with a certified copy of any of the following:

5 1. ~~4.7~~ An injunction order under s. 813.12 (4) protecting the tenant from the  
 6 person.

7 2. ~~4.7~~ An injunction order under s. 813.122 protecting a child of the tenant from  
 8 the person.

9 3. ~~4.7~~ An injunction order under s. 813.125 (4) protecting the tenant or a child of  
 10 the tenant from the person, based on the person's engaging in an act that would  
 11 constitute sexual assault under s. 940.225, 948.02, or 948.025, or stalking under s.  
 12 940.32, or attempting or threatening to do the same.

13 4. ~~4.7~~ A condition of release under ch. 969 ordering the person not to contact the  
 14 tenant.

15 5. ~~4.7~~ A criminal complaint alleging that the person sexually assaulted the tenant  
 16 or a child of the tenant under s. 940.225, 948.02, or 948.025.

17 6. ~~4.7~~ A criminal complaint alleging that the person stalked the tenant or a child  
 18 of the tenant under s. 940.32.

19 7. ~~4.7~~ A criminal complaint that was filed against the person as a result of the  
 20 person being arrested for committing a domestic abuse offense against the tenant  
 21 under s. 968.075.

\*\*\*\*NOTE. I didn't understand what changes were needed for par. (g); the suggested language did not seem to do anything different. Also, I did not include "that has been filed by the tenant" after "criminal complaint" in pars. (e) and (f) above. I am advised that the district attorney, not the tenant, would file a criminal complaint.

22 (2) NOT LIABLE FOR RENT. If a tenant removes from the premises because of a  
 23 threat of serious physical harm to the tenant or to a child of the tenant from another

1 person and provides the landlord with a certified copy specified under sub. (1) and  
2 with notice that complies with s. 704.19, if applicable, and s. 704.21, the tenant shall  
3 not be liable for any rent after the end of the month in which he or she provides the  
4 notice or removes from the premises, whichever is later.

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

6 <sup>B</sup> Lease that ~~Landlord may not restrict~~ <sup>A</sup> access to certain services. (1) <sup>B</sup> is void

7 PROHIBITED ACTIONS. A landlord in a residential tenancy may not do any of the  
8 following because a tenant has contacted an entity for law enforcement services,  
9 health services, or safety services:

- 10 (1) ~~1~~ Increase rent.
- 11 (2) ~~2~~ Decrease services.
- 12 (3) ~~3~~ Bring an action for possession of the premises.
- 13 (4) ~~4~~ Refuse to renew a lease.
- 14 (5) ~~5~~ Threaten to take any action under pars. (a) to (d)

15 (2) PROVISION UNENFORCEABLE. A provision in a lease that allows a landlord to  
16 take any action prohibited under sub. (1) is unenforceable.

17 SECTION 4. Initial applicability.

18 (1) TENANTS AND LANDLORDS. The treatment of sections 704.16 and 704.44 of the  
19 statutes first applies to leases entered into, modified, or renewed on the effective date  
20 of this subsection.

21 (2) LOCAL GOVERNMENT EMERGENCY SERVICES. The treatment of section 66.0627  
22 (7) of the statutes first applies to a call that is made for law enforcement, fire  
23 protection, or other emergency services on the effective date of this subsection.

24 (END)

Insert 4-4

Insert 4-7

subs. (1) to (4)

704.19(2)(b),

D-note

2007-2008 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU

LRB-2269/P3ins  
PJK:.....

INSERT A

wof provides that a lease is void and unenforceable if it allows  
(END OF INSERT A)

INSERT 3-4

wof 1 provides the landlord with notice in the manner provided under s. 704.21 and ✓  
(END OF INSERT 3-4)

INSERT 4-4

2 SECTION 1. 704.19(2) (b) of the statutes is amended to read:  
3 704.19 (2) (b) A periodic tenancy can be terminated by notice under this section  
4 only at the end of a rental period. In the case of a tenancy from year-to-year the end  
5 of the rental period is the end of the rental year even though rent is payable on a more  
6 frequent basis. Nothing in this section prevents termination of a tenancy for an  
7 imminent threat of serious physical harm, as provided in s. 704.16, or for ✓  
8 nonpayment of rent or breach of any other condition of the tenancy, as provided in  
9 s. 704.17.

History: 1993 a. 486; 1995 a. 225; 2001 a. 103.

(END OF INSERT 4-4)

INSERT 4-7

wof 10 lease is void and unenforceable if it allows a landlord in a residential tenancy  
11 to

(END OF INSERT 4-7)

Insert 4-4A

2007-2008 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU

LRB-2269/P3ins  
PJK&MES:cs:sh

INSERT 4-4A

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

3 704.19 (2) (b) 1. A periodic tenancy can be terminated by notice under this  
4 section only at the end of a rental period. In the case of a tenancy from year-to-year  
5 the end of the rental period is the end of the rental year even though rent is payable  
6 on a more frequent basis. ~~Nothing~~

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

History: 1993 a. 486; 1995 a. 225; 2001 a. 103.

(END OF INSERT 4-4A)



**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-2269/P3dn  
PJK./:....

gjs

- 1) This version of the draft incorporates the suggestions provided by Bob Andersen with two modifications:
- a) 2) In proposed s. 704.16, I have made providing notice to the landlord in the manner required under s. 704.21 a prerequisite for termination of the tenancy, along with the requirement to provide the landlord with a certified copy of any of the listed items. ✓
- b) 2) Besides using a different section number, in proposed s. 704.44, I have provided that the lease is "void and unenforceable," not just "unenforceable." I think saying that the lease is just unenforceable is a little too vague. I'm not sure what it means, exactly. Does it mean that the lease is still in effect, but it just can't be enforced by either party? I think saying that it is void and unenforceable is a little clearer. ✓  
✓  
✓  
✓

Are these changes ok?

Pamela J. Kahler  
Senior Legislative Attorney  
Phone: (608) 266-2682  
E-mail: pam.kahler@legis.wisconsin.gov

under s. 704.19(3)  
Note the length of time for giving notice of termination of a periodic tenancy. Is this OK? Of course, under s. 704.19(2)(a) 2., termination may be effected without giving notice by surrendering the premises. ✓

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-2269/P3dn  
PJK:cjs:rs

July 5, 2007

1) This version of the draft incorporates the suggestions provided by Bob Andersen with two modifications:

a) In proposed s. 704.16, I have made providing notice to the landlord in the manner required under s. 704.21 a prerequisite for termination of the tenancy, along with the requirement to provide the landlord with a certified copy of any of the listed items.

b) Besides using a different section number, in proposed s. 704.44, I have provided that the lease is "void and unenforceable," not just "unenforceable." I think saying that the lease is just unenforceable is a little too vague. I'm not sure what it means, exactly. Does it mean that the lease is still in effect, but it just can't be enforced by either party? I think saying that it is void and unenforceable is a little clearer.

Are these changes OK?

2) Note the length of time under s. 704.19 (3) for giving notice of termination of a periodic tenancy. Is this OK? Of course, under s. 704.19 (2) (a) 2., termination may be effected without giving notice by surrendering the premises.

Pamela J. Kahler  
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State of Wisconsin  
2007 - 2008 LEGISLATURE

LRB-2269/1  
PJK&MES:ccrs

*v m is num*

~~PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION~~

*stays*

*SAV*

*no changes  
(in 7-30)  
by Wed, please (8-1)*

*Reg cut*

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

***Analysis by the Legislative Reference Bureau***

***Landlord-tenant relations***

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 bill 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 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.

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:***

1           **SECTION 1.** 66.0627<sup>✓</sup> (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<sup>✓</sup> of the statutes is created to read:

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

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

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

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

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

11           3. An injunction order under s. 813.125 (4) protecting the tenant or a child of  
12 the tenant from the person, based on the person's engaging in an act that would  
13 constitute sexual assault under s. 940.225, 948.02, or 948.025, or stalking under s.  
14 940.32, or attempting or threatening to do the same.

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

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

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

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

24           **(2) NOT LIABLE FOR RENT.** If a tenant removes from the premises because of a  
25 threat of serious physical harm to the tenant or to a child of the tenant from another

**SECTION 2**

1 person and provides the landlord with a certified copy specified under sub. (1) and  
2 with notice that complies with s. 704.21, the tenant shall not be liable for any rent  
3 after the end of the month in which he or she provides the notice or removes from the  
4 premises, whichever is later.

5 **SECTION 3.** 704.19 (2) (b) of the statutes is renumbered 704.19 (2) (b) 1. and  
6 amended to read:

7 704.19 (2) (b) 1. A periodic tenancy can be terminated by notice under this  
8 section only at the end of a rental period. In the case of a tenancy from year-to-year  
9 the end of the rental period is the end of the rental year even though rent is payable  
10 on a more frequent basis. ~~Nothing~~

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

15 **SECTION 4.** 704.44 of the statutes is created to read:

16 **704.44 Lease that restricts access to certain services is void.** A lease is  
17 void and unenforceable if it allows a landlord in a residential tenancy to do any of the  
18 following because a tenant has contacted an entity for law enforcement services,  
19 health services, or safety services:

- 20 (1) Increase rent.
- 21 (2) Decrease services.
- 22 (3) Bring an action for possession of the premises.
- 23 (4) Refuse to renew a lease.
- 24 (5) Threaten to take any action under subs. (1) to (4).

25 **SECTION 5. Initial applicability.**

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

4           (2) LOCAL GOVERNMENT EMERGENCY SERVICES. The treatment of section 66.0627  
5           (7) of the statutes first applies to a call that is made for law enforcement, fire  
6           protection, or other emergency services on the effective date of this subsection.

7

(END)



## 2007 BILL

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

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*Analysis by the Legislative Reference Bureau*

***Landlord-tenant relations***

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 bill 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

**BILL**

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.

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

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***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, 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:

**BILL****1           704.16 Termination of tenancy for imminent threat of serious physical**

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

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

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

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

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

**11           3. An injunction order under s. 813.125 (4) protecting the tenant or a child of**  
**12   the tenant from the person, based on the person's engaging in an act that would**  
**13   constitute sexual assault under s. 940.225, 948.02, or 948.025, or stalking under s.**  
**14   940.32, or attempting or threatening to do the same.**

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

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

**19           6. A criminal complaint alleging that the person stalked the tenant or a child**  
**20   of the tenant under s. 940.32.**

**21           7. A criminal complaint that was filed against the person as a result of the**  
**22   person being arrested for committing a domestic abuse offense against the tenant**  
**23   under s. 968.075.**

**24           (2) NOT LIABLE FOR RENT.** If a tenant removes from the premises because of a  
**25   threat of serious physical harm to the tenant or to a child of the tenant from another**

**BILL****SECTION 2**

1 person and provides the landlord with a certified copy specified under sub. (1) and  
2 with notice that complies with s. 704.21, the tenant shall not be liable for any rent  
3 after the end of the month in which he or she provides the notice or removes from the  
4 premises, whichever is later.

5 **SECTION 3.** 704.19 (2) (b) of the statutes is renumbered 704.19 (2) (b) 1. and  
6 amended to read:

7 704.19 (2) (b) 1. A periodic tenancy can be terminated by notice under this  
8 section only at the end of a rental period. In the case of a tenancy from year-to-year  
9 the end of the rental period is the end of the rental year even though rent is payable  
10 on a more frequent basis. ~~Nothing~~

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

15 **SECTION 4.** 704.44 of the statutes is created to read:

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17 void and unenforceable if it allows a landlord in a residential tenancy to do any of the  
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- 20 (1) Increase rent.  
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22 (3) Bring an action for possession of the premises.  
23 (4) Refuse to renew a lease.  
24 (5) Threaten to take any action under subs. (1) to (4).

25 **SECTION 5. Initial applicability.**

