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Details:

(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ...
PUBLIC HEARING - COMMITTEE RECORDS

2007-08
(session year)

Assembly
(Assembly, Senate or Joint)

Committee on ... Housing
(AC-Ho)

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**
- Record of Comm. Proceedings ... **RCP**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

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

* Contents organized for archiving by: Mike Barman (LRB) (Aug/2010)

Assembly

Record of Committee Proceedings

Committee on Housing

Senate Bill 269

Relating to: terminating a tenancy for imminent threat of serious physical harm, making leases that restrict access to certain services void and unenforceable, and prohibiting the imposition of fees for local government emergency services.

By Senators Coggs, Sullivan, Carpenter, Lassa, Darling, Plale, Olsen, Risser, Hansen, Kreitlow, Schultz, Roessler, Harsdorf and Wirch; cosponsored by Representatives Suder, Grigsby, Richards, Kessler, Sinicki, Parisi, Musser, Zepnick, Berceau, A. Williams, Turner, Townsend, A. Ott, Strachota, Nerison, Tauchen, Smith, Seidel, Pocan, Kaufert, Honadel, Davis, LeMahieu, Kleefisch, Moulton, Nygren and Petrowski.

December 14, 2007 Referred to Committee on Housing.

January 24, 2008 **PUBLIC HEARING HELD**

Present: (7) Representatives Wieckert, Stone, Townsend, Honadel, Hebl, Young and A. Williams.

Absent: (0) None.

Appearances For

- Scott Suder , Madison — Representative , 69th Assembly District
- Patti Seger , Madison — Wisconsin Coalition Against Domestic Violence
- Mike Murray , Madison — Wisconsin Coalition Against Sexual Assault
- MIke Mokler , Pickett — Wisconsin Apartment Association
- Bob Anderson , Madison — Legal Action of Wiscosnin
- Eileen Bruick

Appearances Against

- John Fischer , Wausau — Wisconsin Apartment Association

Appearances for Information Only

- None.

Registrations For

- Josh Zepnick , Madison — Representative , 9th Assembly District
- Dale Hicks , Janesville — Wisconsin Apartment Association

- Trudy Hicks , Janesville
- Liane Jones , Waukesha
- Jon Frickensmith , Racine — Wisconsin Apartment Association
- John Dorn , Racine — Wisconsin Apartment Association
- Vicki Garthwaite , Fond du Lac — Fond du Lac Apartment Association
- David Piara , Racine — Wisconsin Apartment Association
- Darrell Nead , Fort Atkinson — Wisconsin Apartment Association
- Robin McClain , Racine — Wisconsin Apartment Association
- Deanna Zewen , Union Grove — Wisconsin Apartment Association
- Jerome Zewen , Union Grove — Wisconsin Apartment Association
- James McClain , Racine — Wisconsin Apartment Association
- David Bybee , Racine — Wisconsin Apartment Association
- Gary Goyke , Madison — Wisconsin Rental Housing Legislative Council
- Tim Elverman , Milwaukee — YMCA of Greater Milwaukee
- Eileen Bruskewitz, Waunakee — Wisconsin Apartment Association

Registrations Against

- Nancy Fielaer , Verona
- Betty Thompson , Madison
- Al Keup , Madison
- Duane Steinhauer , Madison
- Joey Bunbury , Madison — Otto Gebhardt Randall Park Rentals
- Sherry Coens , Madison — Colonel Management
- Nancy Jensen — Apartment Association of South Central Wisconsin

Registrations for Information Only

- None.

February 14, 2008 **EXECUTIVE SESSION HELD**

Present: (7) Representatives Wieckert, Stone, Townsend, Honadel, Hebl, Young and A. Williams.

Absent: (0) None.

Moved by Representative Young, seconded by Representative Hebl that **Assembly Substitute Amendment 1- a1127** be recommended for adoption.

Ayes: (7) Representatives Wieckert, Stone, Townsend, Honadel, Hebl, Young and A. Williams.
Noes: (0) None.

ASSEMBLY SUBSTITUTE AMENDMENT 1- A1127 ADOPTION RECOMMENDED, Ayes 7, Noes 0

Moved by Representative Young, seconded by Representative Hebl that **Senate Bill 269** be recommended for concurrence as amended.

Ayes: (7) Representatives Wieckert, Stone, Townsend, Honadel, Hebl, Young and A. Williams.
Noes: (0) None.

CONCURRENCE AS AMENDED RECOMMENDED, Ayes 7, Noes 0

Scott Becher
Committee Clerk


FORWARD

Vote Record
Committee on Housing

Date: 2/14/08

Moved by: Young Seconded by: Hebl

AB _____ SB 269 Clearinghouse Rule _____

AJR _____ SJR _____ Appointment _____

AR _____ SR _____ Other _____

A/S Amdt ~~_____~~

A/S Amdt _____ to A/S Amdt _____

A/S Sub Amdt _____

A/S Amdt _____ to A/S Sub Amdt _____

A/S Amdt _____ to A/S Amdt _____ to A/S Sub Amdt _____

Be recommended for:

☐ Passage ☒ Adoption ☐ Confirmation ☒ Concurrence ☐ Indefinite Postponement

☒ Introduction ☐ Rejection ☐ Tabling ☐ Nonconcurrence

Committee Member	Aye	No	Absent	Not Voting
Representative Steve Wieckert, Chair	☑	☐	☐	☐
Representative Jeff Stone	☑	☐	☐	☐
Representative John Townsend	☑	☐	☐	☐
Representative Mark Honadel	☑	☐	☐	☐
Representative Gary Hebl	☑	☐	☐	☐
Representative Leon Young	☑	☐	☐	☐
Representative Annette Polly Williams	☑	☐	☐	☐
Totals:	7	___	___	___

☒ Motion Carried ☐ Motion Failed

Vote Record
Committee on Housing

Date: 2/14/08

Moved by: HEBL Seconded by: TOWNSEND

AB _____ SB 269 Clearinghouse Rule _____

AJR _____ SJR _____ Appointment _____

AR _____ SR _____ Other _____

A/S Amdt 1

A/S Amdt _____ to A/S Amdt _____

A/S Sub Amdt _____

A/S Amdt _____ to A/S Sub Amdt _____

A/S Amdt _____ to A/S Amdt _____ to A/S Sub Amdt _____

Be recommended for:

☑ Passage ☐ Adoption ☐ Confirmation ☐ Concurrence ☐ Indefinite Postponement

☐ Introduction ☐ Rejection ☐ Tabling ☐ Nonconcurrence

Committee Member	Aye	No	Absent	Not Voting
Representative Steve Wieckert, Chair	☑	☐	☐	☐
Representative Jeff Stone	☑	☐	☐	☐
Representative John Townsend	☑	☐	☐	☐
Representative Mark Honadel	☑	☐	☐	☐
Representative Gary Hebl	☑	☐	☐	☐
Representative Leon Young	☑	☐	☐	☐
Representative Annette Polly Williams	☑	☐	☐	☐
Totals:	7	___	___	___

☑ Motion Carried ☐ Motion Failed


FORWARD

FOX VALLEY APARTMENT ASSOCIATION

Member

Ed Manske
1867 Mc Gann Rd
Neenah, WI 54956
920-725-0986

January 14, 2008

The Honorable Gary Tauchen
State Representative
P O Box 8953 Rm 9 West
Madison WI 53708-8953

Dear Representative Tauchen,

I am a Landlord with properties in the Fox Valley. I am a member of the Fox Valley Apartment Assoc. and the Wisconsin Apartment Association. I don't recall you sending me any information regarding my thoughts about the bill regarding Domestic Abuse victims. (SB 269) I think a poll of your constituents that are Property Owners would give you a new perspective on this topic.

As a Landlord, I would consider letting someone out of their lease for this reason if good cause was proven. By forcing me to do so, this topic becomes a problem for me. I know Landlords that are not in a financial position to do so – who helps them ? Will this person not have to pay their car payment? How about their credit cards?

Please feel free to contact me or any of the Rental Housing organizations in Wisconsin.

Thank you,

Ed Manske

Ed Manske
Member if the Fox Valley Apartment Association.


FORWARD
E PLURIBUS UNUM

Kumm, John

From: Patti Seger [pattis@wcadv.org]
Sent: Tuesday, January 15, 2008 3:34 PM
To: gnregoyke@mailbag.com
Cc: Rep.Wieckert; Mike Murray - WCASA; Robert Andersen; Rep.Suder
Subject: AB 520/SB 269

Hi Gary,

Happy New Year to you! I hope you are doing well. Our Policy Director, Josh Freker, is out on family leave with a new baby so I am back in the saddle once again doing lobbying work here at WCADV. So far, I'm having fun!

I am writing to follow up about AB 520/SB 269, the housing bill that all of us have worked on together (and separately) for so many years now. I have also left you a voice mail message about the bill today. I understand from Josh and our allies at WCASA and Legal Action that the Rental Housing Assn now has some concerns and had offered to work in collaboration with Rep. Suder's office to come up with a suitable amendment. Rep. Suder's office has indicated that this has not happened. We would like to move forward with the bill, and hoped to address your concerns if possible. Rep. Wieckert has indicated that he will schedule the bill for hearing after a good faith effort has been made for us to try to communicate with you in effort to try to resolve the concerns. (Thus, you can see all have been copied on this communication so everyone is in the loop!).

Any chance we can work this out? Please give me a jingle. I noticed on your voicemail greeting that it indicates you are in both today and tomorrow. Hoping we can have a conversation. You can also reach me via cell phone at (608) 712-6643.

Best regards always,
Patti

Patti Seger
Executive Director
Wisconsin Coalition Against Domestic Violence
National Clearinghouse on Abuse in Later Life
Wisconsin Batterers Treatment Providers Association
608-255-0539 TTY/608-255-3560
www.wcadv.org www.ncall.us
pattis@wcadv.org

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FOX VALLEY
APARTMENT
ASSOCIATION

Member

Todd Hermsen
523 Winrowe Ct
Appleton WI 54913

SB 269 ?

January 15, 2008

The Honorable Gary Tauchen
State Representative
P O Box 8953 Rm 9 West
Madison WI 53708-8953

Dear Representative Tauchen,

I would like to ask for your help in understanding the reason for making area landlords responsible for the financial burden of victims of Domestic Abuse. I know I can volunteer at the area Harbor House in my community. I can make donations that will assist in the efforts to make these people safe. I know there is a grant process for organizations that are set up to receive grant and government money.

As a Landlord myself, I am aware that my property is at risk of damage from these tenants. The reputation of my property is also compromised when the police are there. As it might be in my best interest to let someone out of their lease, having that option should be mine. It should not ever be required that I allow any lease to be broken for reasons unrelated to the property itself. Leases are hard enough to enforce. Let us not open a can of worms for other tenant problems to become reasons to be let out of a lease.

Please consider contacting me with any questions you have. This cannot become the problem of the Landlord - we already have a lot to deal with.

Sincerely,

Todd Hermsen

Todd Hermsen
Member - Fox Valley Apartment Association
Member - Wisconsin Apartment Association


FORWARD
E PLURIBUS UNUM

Gail Heuser
N1347 Westgreen Dr
Greenville WI 54942

FOX VALLEY
APARTMENT
ASSOCIATION

Member

January 15, 2008

The Honorable Gary Tauchen
State Representative
P O Box 8953 Rm 9 West
Madison WI 53708-8953

Dear Representative Tauchen,

Rental Property Owners stand to take another blow under the 2007 Senate Bill 269. Please look closer at this legislation. It is just plain wrong. The problems of victims of Domestic Abuse can not fall on to the Landlord alone. I am likely to work with someone in a bad situation, but that should be my call. Many Landlords are working with tight budgets right now. The costs are rising for heating, water, taxes etc., yet the rents are not. I do not wish to have any more losses than I already sustain in this very RISKY MARKET. Tenants have lost jobs or have lower incomes and increased costs in every other aspect of life. This industry can not take any more hits.

My mortgage will not go away and neither will the mortgage of the victim that is a home owner. How is it I should be made financially responsible for a party that is just my customer? Should they get free food and hair cuts too?

Don't get me wrong, I think any victim of abuse needs special care from our community...making this a community effort.

Thank you,

Gail Heuser

Gail Heuser
Member of the Fox Valley Apartment Association
Rental Property Owner
Home Owner


FORWARD
E PLURIBUS UNUM

Marianne Bolssen
N272 Depot Rd
Fremont WI 54940
920-667-4730

January 15, 2008

The Honorable Gary Tauchen
State Representative
P O Box 8953 Rm 9 West
Madison WI 53708-8953

Dear Representative Tauchen,

Please rethink your position on Senate Bill 269. Maybe we should change the bill to make all elected officials financially responsible for a lease agreement for a victim of Domestic Abuse. That wouldn't make much sense. How is it that it makes sense to burden a Landlord with this financial responsibility. He is your tax payer and voter who is responsible for a large part of what makes the community run. Landlords are not the not for profit organizations. We have community organizations designed to help people in need.

If a mortgage company doesn't have to let these victims out of a mortgage, why should I let them out of a lease?

Thank you for your consideration.

Marianne Bolssen

Marianne Bolssen
Rental Property Owner


FORWARD
E PLURIBUS UNUM

Becher, Scott

From: Larson,Tom [tlarson@wra.org]
Sent: Wednesday, January 16, 2008 6:13 PM
To: Becher, Scott
Cc: de Felice, David Patrick; rja@legalaction.org; Theo, Mike - VP Public Affairs/Legal
Subject: SB 269

Hi Scott!

I am contacting to let you know that we removed our original opposition to SB 269 due to the amendment offered by Senate Coggs to address our concerns. (We had 2 concerns with the bill as originally drafted -- (a) application to commercial leases, and (2) the timing of the notice with respect to liability for rent (i.e., a notice given at the end of the month, immediately terminates the tenant's responsibility to pay rent and does not provide the landlord adequate time to find a new tenant)). Please contact me if you have questions. Thanks.

Tom

****
Thomas D. Larson - Director of Regulatory and Legislative Affairs
Wisconsin REALTORS Association
4801 Forest Run Road Suite 201
Madison, WI 53704-7337
Phone 608-241-2047
Fax 608-241-2901
<<<http://www.wra.org/>>>
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WISCONSIN RENTAL HOUSING LEGISLATIVE COUNCIL
WISCONSIN APARTMENT ASSOCIATION.

SB 269: Suggested Amendments

Thursday January 24, 2008

Representative Wieckert and Members of the Assembly Committee on Housing

My name is Mike Mokler and I have the honor to serve as the President of WRHLC and am also a past President of WAA. I live in Pickett Wisconsin and have rental properties primarily in the Oshkosh area.

I am here today to offer for the Committee's consideration two amendments to SB 269.

1. Restore a very limited version of Section 1 of the original SB 269; 66:0627 (7) of the statutes is created to read: Notwithstanding sub. (2), no city, village, town, or county may enact an ordinance, or enforce an existing ordinance, that imposes a fee on the owner or occupant of property for a call for assistance that is related to an allegation of domestic abuse, sexual assault and or stalking.

2. Add a provision that the person, who is the subject of an injunction or other various complaints or orders in 704.16, if he or she is also a tenant of the landlord, can be evicted by the landlord in order to protect other tenants.

With these changes our organization will be supportive of the legislation before the Housing Committee today. We sincerely ask for your consideration.

Thank you.


FORWARD
E PLURIBUS UNUM

Memo

To: Members of the Assembly Housing Committee

From: Patti Seger, Executive Director, WCADV, 608-255-0539 or pattis@wcadv.org

Date: January 24, 2008

Re: Testimony in support of SB 269

Thank you for providing an opportunity to share my organization's perspective on SB 269, which is sponsored by Representative Scott Suder and Senator Spencer Coggs, and cosponsored by a broad, bipartisan array of lawmakers, including members of the Housing Committee, Reps. Townsend, Honadel, and Williams. Thank you for your support.

I represent the Wisconsin Coalition Against Domestic Violence, the statewide voice for victims of domestic violence and the local programs in every county of our state that serve them. I'm here today to speak in support of SB 269, legislation that was passed by a unanimous vote in the Senate just last month.

The Wisconsin Department of Justice recently released figures that identify 40 individuals who were murdered in 2006 due to domestic violence. These homicides are a tragic illustration of the very real dangers facing victims of domestic violence when they try to leave a violent relationship. Advocates work each day to help victims evaluate their options for leaving before the violence reaches such a horrible conclusion. The Safe Housing Act represents an opportunity for us to remove some of the many obstacles that can prevent victims from breaking free and achieving safety.

Many people ask, "Why didn't she leave?" when listening to stories about battered women. While living under constant threats, manipulation and abuse, victims find the strength to carefully plan how to leave a relationship safely and how to find solutions to the problems of living with a much smaller income, no child care, and possibly no home.

Domestic violence victims may be otherwise prepared to leave an abusive relationship, yet some landlords refuse to allow a termination of a lease without the victim incurring severe financial hardship, even if victims can demonstrate that they are in imminent danger. When forced to choose between staying in a violent relationship or having to pay rent for two apartments—on top of other financial constraints—many victims feel their only choice is to remain in the abusive relationship. This is an unnecessary barrier that we can remove by passing the Safe Housing Act.

Although many victims do not obtain restraining orders, criminal complaints or no contact orders, we agreed to the stipulation in the legislation that requires a victim to have such documentation *and* be able to demonstrate imminent physical danger. We agreed to this because we listened to the concerns of landlord groups who wanted to ensure the bill would not cause undue financial hardship for landlords. The bill provides a reasonable and fair change to the current law regarding termination of leases.

We must also remove barriers to contacting law enforcement or emergency services. SB 269 will make void and unenforceable leases that allow landlords to increase rent, decrease services, bring a legal action, or refuse to renew a lease when tenants seek help. Removing this barrier will not only increase the safety of victims, but also the overall safety of our communities.

The Safe Housing Act will remove unnecessary barriers that all too often get in the way of victims seeking help and leaving sooner rather than later.

I strongly urge you to support SB 269.

Thank you for your time and consideration of my testimony.

Evansville Courier & Press
courierpress

Tuesday, April 10, 2007

Domestic violence measure signed

By BRYAN CORBIN
Evansville Courier & Press Statehouse bureau (317) 631-7405 or corbinb@courierpress.com

INDIANAPOLIS -- A bill that protects domestic-violence victims who are renters has been signed into law by the governor.

Victims of domestic or sexual abuse or stalking who live in rental dwellings will have new legal rights once the law, House Enrolled Act 1509, takes effect July 1, 2007.

If a victim who lives in a rental unit obtains a civil protective court order or a criminal no-contact order against the perpetrator, she will have more legal options to increase her own safety. The landlord is required to change the locks within 24 hours at the victim's expense if the perpetrator lived there too (or 48 hours if he didn't). If the landlord doesn't change the locks, the tenant has the right to change them, and the landlord must reimburse the resident for the cost, the law says.

In situations where staying in the apartment would be dangerous, the victim can terminate the lease without financial penalty with 30 days' notice and pro-rated rent until the termination date, the law says.

Landlords will not be able to retaliate against domestic-violence victims or terminate or refuse to renew their leases just because a victim had sought a court order against an abusive partner.

"The main thing is, we did not want domestic violence to be a reason that a landlord could void a lease agreement," said Sen. Vaneta Becker, R-Evansville, who sponsored the bill in the Senate. Becker worked on the legislation at the request of the Indiana Coalition Against Domestic Violence and also tried to craft wording that satisfied the apartment owners' lobbying group.

"First of all, there had to be some kind of court action against a perpetrator," Becker said of the new requirements. "A potential victim couldn't just say, 'He's harassing me.' They had to take some action (such
as seeking a court order) and put themselves in a protected class."

Landlords protected from liability

The new protections cover victims of domestic or family violence, sex offenses or stalking, who are tenants in rental units. Landlords also will be protected from civil liability from accused perpetrators.

The new law applies equally to tenants of all rental properties, whether single-unit rented houses or a large apartment complex with hundreds of units.

The bill passed 97-0 in the House and 48-0 in the Senate. Gov. Mitch Daniels signed it into law last week.


FORWARD
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LEGAL ACTION OF WISCONSIN, INC.

MADISON OFFICE

Serving Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock and Sauk Counties

31 South Mills Street, Madison, Wisconsin 53715

Phone (608) 256-3304 *Toll-free* (800) 362-3904 *Fax* (608) 256-0510 *Web* www.legalaction.org

TO: Assembly Committee on Housing

FROM: Bob Andersen

RE: Senate Substitute Amendment 1 to SB 269 – "Safe Housing Act"

DATE: January 24, 2008

Legal Action of Wisconsin, Inc. (LAW) is a nonprofit organization funded by the federal Legal Services Corporation, Inc., to provide legal services for low income people in 39 counties in Wisconsin. LAW provides representation for low income people across a territory that extends from the very populous southeastern corner of the state up through Brown County in the east and La Crosse County in the west. Housing Law is one of the three major priority areas of law for our delivery of legal services (the other two are public benefits and family law).

We are in favor of Senate Substitute Amendment 1 to SB 269, introduced by Senator Coggs, and its companion bill, Assembly Substitute Amendment 1 to AB 520, introduced by Representative Suder.

This legislation is the product of discussions that were held during the previous legislative session among representatives of the Wisconsin Coalition Against Domestic Violence, the Wisconsin Coalition Against Sexual Assault, representatives of tenant organizations, landlord representatives from the Wisconsin Rental Housing Legislative Council, and ourselves. The result of those discussions was essentially this bill, which the Wisconsin Rental Housing Legislative Council decided at the time that it would not support or oppose as an organization, leaving it up to its individual members to address. Since that time, the Wisconsin Rental Housing Legislative Council changed its online registration from neutral to opposed due to the amendment adopted in the Senate, presumably the removal of the prohibition against municipalities' charging fees of property owners for law enforcement calls.

The bill protects tenants who are in imminent danger of serious physical harm, by allowing them to move from their rental units. Under current law, tenants who are in imminent danger are forced to remain on their premises because they have rental obligations that they cannot dismiss. This is especially a problem where a tenant will be prevented from seeking safety because a long lease exists and the tenant will suffer a huge loss if the tenant leaves. For all but fairly wealthy tenants, a lengthy rental obligation will be prohibitive. As an example, a Madison tenant who was the victim of a sexual assault from a neighboring tenant was not allowed to break her lease by her landlord, who was quoted in the newspapers as saying that

her situation is not his problem.

A number of states states have recently enacted laws like the one proposed here to protect tenants who are the victims of domestic violence, sexual assault, or stalking. The following states and jurisdictions have adopted laws like our proposal ***that would allow a tenant to be relieved of a lease obligation*** if they are the victim of domestic abuse, sexual assault, or stalking: ***Illinois, Indiana, North Carolina, Washington, D.C., Delaware, Oregon, Texas, Washington, and Colorado.***

The proposals of some of these states go beyond what we are proposing here. For example, the state of North Carolina allows a tenant to be relieved of a lease obligation if the tenant is certified to be in danger by a domestic violence shelter. Our proposal, explained below, requires a certification from a law enforcement or judicial entity.

In addition, the following states have enacted laws that are like our proposal ***prohibiting landlords from evicting tenants for calling the police or emergency assistance***: ***Arizona, Colorado, Minnesota, Texas.***

Finally, several states are working on ***more legislation*** to allow tenants to be relieved of their leases or to prohibit landlords from terminating tenancies because of calls to the police or emergency services: ***Arizona, California, Florida, Kansas, Massachusetts, Michigan, New York City, New York State, and Utah.***

1. **Senate Substitute Amendment 1 to SB 269 Allows a Tenant to be Relieved of a Rental Obligation Only If *Both* of the Following Apply: (a) the Tenant has Documentation of the Danger that Exists and (b) the Tenant or Child of the Tenant has to be in *Imminent Danger* of Suffering *Serious Physical Harm.***

   a. **The documentation that is required must be one of the following:**

      - a domestic abuse injunction under s. 813.12
      - a child abuse injunction protecting the child of the tenant
      - an injunction under s. 813.125 (4), protecting the tenant or child of the tenant based on the offender's engaging in an act that would constitute sexual assault under s. 940.225, 948.02, or 948.025, or attempting or threatening to do the same.
      - a criminal complaint alleging that the person stalked the tenant or a child of the tenant under s. 940.32.
      - a criminal complaint that was filed against the person as a result of the person being arrested for committing a domestic abuse offense against the tenant under s. 968.075.

      The documentation listed above relating to injunctions, require the issuance of

injunctions by the court. They do not authorize a tenant to be relieved of a rental obligation where only ***ex parte restraining orders*** have been obtained.

b. **The tenant or the child of the tenant must be facing an imminent threat of serious physical harm *if the tenant remains on the premises.***

There has to be a connection between the danger that is posed and the tenant's remaining on the premises. It is not enough that the tenant or child is in imminent danger. It has to be shown that the tenant or child of the tenant is in danger **if the tenant remains on the premises.**

c. **The danger must be *imminent*.**

It is not sufficient that a tenant or child of the tenant faces some danger in the future. The danger has to exist ***now or in the immediate future***.

d. **The danger must present a threat of *serious physical harm.***

It is not sufficient that the tenant or child of the tenant faces some danger. The danger must relate to a threat of ***serious harm***. And it must be ***physical harm***, not emotional.

2. **It Will Be Incumbent on the Tenant to Prove in Court That (1) the Tenant Had the Necessary Documentation; (2) the Tenant or Child of the Tenant Faced a Threat of Serious Physical Harm If the Tenant Remained on the Premises and (3)the Tenant Served a Copy of the Documentation and Notice on the Landlord.**

Hopefully, the landlord in this situation will recognize the plight that the tenant is in. But, if the landlord does not do that, or the tenant has not satisfied the requirements of this legislation, ***the way this will work in reality*** is as follows. The tenant leaves the rental unit in the midst of the rental agreement. The landlord loses out on at least some rent [there is an obligation under the statutes for the landlord to mitigate damages – that is, to find another tenant to reduce the rent loss]. The landlord will bring an action against the tenant for unpaid rent. ***The burden will then shift to the tenant, in order to be relieved of the liability, to prove all of the following, by a preponderance of the evidence:***

- the tenant had the necessary documentation; and
- the tenant or child of the tenant faced ***an imminent threat of serious physical harm if the tenant remained on the premises***; and
- the tenant properly served the landlord with notice and documentation, as described below.

If the tenant fails to prove ***any*** of these three elements, the tenant will be liable for the

unpaid rent.

3. **The Tenant Must Provide the Landlord with Formal Notice as Provided Under Current s. 704.21 and Must Provide the Landlord with a Certified Copy of the Necessary Documentation at the Same Time.**

When the tenant removes from the premises, the tenant must provide the landlord with the notice and documentation. Current s. 704.21 provides the formal requirements of notice for tenants in landlord-tenant situations:

> (2) NOTICE BY TENANT. Notice by the tenant or a person in the tenant's behalf must be given under this chapter by one of the following methods:
>
> (a) By giving a copy of the notice personally to the landlord or to any person who has been receiving rent or managing the property as the landlord's agent, or by leaving a copy at the landlord's usual place of abode in the presence of some competent member of the landlord's family at least 14 years of age, who is informed of the contents of the notice;
>
> (b) By giving a copy of the notice personally to a competent person apparently in charge of the landlord's regular place of business or the place where the rent is payable;
>
> (c) By mailing a copy by registered or certified mail to the landlord at the landlord's last-known address or to the person who has been receiving rent or managing the property as the landlord's agent at that person's last-known address;
>
> (d) By serving the landlord as prescribed in s. 801.11 for the service of a summons.

4. **If the Tenant Satisfies the Requirements of the Legislation, the *Tenant Will Be Relieved of a Future Rent Obligation* That Begins *after the End of the Month that Follows the Month in Which the Tenant Provides the Notice* and Documentation**

This reflects a change to the substitute amendment that was adopted as part of the adoption in the Senate of Senate Amendment 1 to the Substitute Amendment. The amendment was offered to help landlords where they might get notice from tenants under this bill at the end of a month, giving landlords little time to find a replacement tenant. Senate Amendment 1 makes it clear that the landlord still has the duty to mitigate damages by finding another tenant. The duty to mitigate damages is already the law under another provision in Chapter 704. Two other changes were made by the adoption of Senate Amendment 1 in the Senate – (1) it was clarified that the provisions of this bill apply to only to residential tenancies and not to commercial tenancies and

(2) the use of the term "lease" on page 4 of the bill was replaced by the term "rental agreement." Under s. 704.01 (1) the term 'lease' applies only to fixed term rental agreements -- for example a rental agreement for a period of six months or a year. This bill is intended to apply to a periodic tenancy as well, which is a tenancy for day to day, week to week, month-to-month, or year to year.

5. **Senate Substitute Amendment 1 to SB 269, as Amended by Senate Amendment 1, Also Provides That a Rental Agreement of a Landlord *Is Unenforceable* If it Contains a Provision That Penalizes a Tenant for Having Contacted Law Enforcement Services, Health Services, or Safety Services.**

Some landlords have included in their leases provisions that penalize tenants for having called the police a number of times. As a result, tenants who are in serious danger – either from their partners in the rental units or from persons outside the rental units – do not call the police, and instead suffer the physical abuse at the hands of these culprits. This is a policy that cannot be allowed. Serious physical harm and deaths will follow.

As a result, this legislation makes a lease unenforceable if it allows a landlord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services:

- Increase rent.
- Decrease services.
- Bring an action for possession of the premises.
- Refuse to renew a lease.
- Threaten to take any action under subs. (1) to (4).

The legislation makes the entire lease unenforceable, rather than just the lease provision, following the logic of the State Supreme Court in Baierl v. McTaggart, 245 Wis. 2d 632, 629 N.W.2d 277 (2001). In that case, the Supreme Court ruled that a lease must be held unenforceable if it contains a provision requiring tenants to pay landlords' costs and attorney fees, in violation of an administrative rule of the Department of Agriculture, Trade and Consumer Affairs. The Court said that the problem with such a lease provision is not only that it may be unconscionable or unconstitutional, but that

> their existence in a lease continue to have an unjust effect because tenants believe them to be valid. As a result, tenants either concede to unreasonable requests of landlords or fail to pursue their own lawful rights.

The argument is even stronger here, where a tenant's life is at stake for believing that the tenant should not contact the police for desperately needed protection. If this is a provision that should be prohibited, then the remedy is to make it known that the whole lease will be held unenforceable; otherwise, landlords will continue to include these

provisions in their leases to intimidate unwary tenants.

6. **Senate Substitute Amendment 1 Deletes a Provision in the Original Bill that Would Prohibit Municipalities 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 That Are Provided by the City, Village, Town, or County.**

The original bill would have enacted this prohibition, so as to remove these policies as an inducement for landlords to adopt the prohibited provisions in rental agreements described above. Because this prohibition involves a practice that raises fiscal concerns that are much larger than the scope of this bill, the substitute amendment has removed this prohibition from the bill in Senate Substitute Amendment 1 to SB 269.


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COMMUNITY SHARES OF WISCONSIN

TO: Assembly Committee on Housing
FROM: Mike Murray, Policy Specialist, Wisconsin Coalition Against Sexual Assault, Inc.
RE: Wisconsin Coalition Against Sexual Assault Testimony in Favor of the Safe Housing Act—AB 520/SB 269
DATE: January 24, 2008

My name is Mike Murray and I am the policy specialist for the Wisconsin Coalition Against Sexual Assault, Inc. [WCASA]. I am here to testify in favor of AB 520, which will provide important protections to victims of sexual assault and domestic violence. WCASA would like to thank Representative Suder and Senator Coggs for sponsoring this important piece of legislation that will allow victims of sexual assault and domestic violence to achieve safety and report to law enforcement without the fear financial ruin or losing their housing. WCASA would also like to thank Chairman Wieckert for scheduling a hearing on this bill.

This bill accomplishes two vital objectives. First, the bill would allow a victim to cancel a lease if the tenant is both in imminent danger and provides the landlord with a copy of a protective injunction, a no contact order, or a criminal compliant for sexual assault, domestic violence, or stalking. The victim would only be liable for rent through the end of the month in which they give notice. Second, the bill voids leases that allow a landlord to increase rent, charge a fee, or evict a tenant as a penalty for the tenant's contacting law enforcement.

The lease canceling provision serves an essential public safety function. Sex predators and chronic abusers prey on victims who they know are especially vulnerable and unable to easily escape the abuse. When faced with a lengthy lease obligation, only the most economically secure victims can realistically afford to break a lease in order to achieve safety. Preventing victims from being economically forced to remain in a residence where they are unsafe will allow victims of all economic means to disrupt a perpetrator's attempts to commit repeat acts of abuse. Simply put, no victim should have to choose between economic ruin and further victimization.

The lease voiding provision is also crucial to promoting public safety and preventing crime. We must ensure that victims have unimpeded access to police protection in order to effectively protect our citizens, prosecute crimes, and prevent future crimes. Those who are most vulnerable to criminal activity should be able to report crimes and receive protection without fearing that they will lose their home. Without this assurance, efforts to protect victims and hold perpetrators accountable will be greatly frustrated.

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This bill strikes an appropriate and carefully crafted balance between the state's interest in preventing crime, protecting victims, and the legitimate business interests of landlords. The proponent's of this bill, including WCASA, have engaged in a productive dialogue with the Wisconsin Rental Housing Association in order develop this bill. As a result, the bill requires formal documentation of a victim's plight before a victim may cancel a lease and that the victim be able to demonstrate that she is in imminent physical danger. Therefore, the "lease breaking" provision will only be available to persons who are in actual danger and have documentation of the crime.

This bill recognizes that the crimes of sexual assault and domestic violence are unique. The violence of sexual and domestic abuse is directly aimed at the victim's sense of self, her control over her own body, and her own life. For victims, especially economically disadvantaged victims, the inability to defend herself--the inability to simply call for help from the police or to live in safe place again--means that the terror of an assault stretches on for months and even years. Moreover, when a victim feels she has no ability to control her life or be safe in her own home because of economic restraints, the original violence may be all the more deeply ingrained and devastating. You have the opportunity with this bill to give victims real options that will make a significant difference to their safety and their ability to transcend the cycle of abuse.

In addition to protecting individual victims, AB 520 addresses a broad societal problem: victims of domestic and sexual violence and stalking face major obstacles in obtaining and maintaining safe housing independent from abusers. Research statistics detail the breadth and severity of housing obstacles for victims. Of all homeless women and children, 60% have been abused by age 12, and 63% have been victims of intimate partner violence as adults.[1] In addition, a survey of homeless parents (mostly mothers) in cities around the country found that 22% had fled their last home because of domestic violence. Among parents who had lived with a spouse or partner, 57% of homeless parents left their last home because of domestic violence.[2] AB 520is an important first step towards remedying this alarmingly common social problem.

On behalf of WCASA and its members, I strongly urge you to support this legislation so that violent crimes may be reported, prosecuted and prevented and so that many victims of sexual and domestic violence are not needlessly required to remain helpless and vulnerable to repeated abuse.

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[1] Browne, A. & Bassuk, E., "Intimate Violence in the Lives of Homeless and Poor Housed Women: Prevalence and Patterns in an Ethnically Diverse Sample," *American Journal of Orthopsychiatry*, 67(2): 261-278 (1997); Bassuk, E., Melnick, S. & Browne, A., "Responding to the Needs of Low Income and Homeless Women Who are Survivors of Family Violence," *Journal of American Medical Women's Association*, 53(2): 57-64 (1998).

[2] Homes for the Homeless & Institute for Children and Poverty, *Homeless in America: A Children's Story, Part One* 23 (1999).

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