



**SENATE AMENDMENT 5,
TO SENATE AMENDMENT 1,
TO SENATE BILL 179**

September 16, 2013 – Offered by Senator ERPENBACH.

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

2 **1.** Page 7, line 11: delete lines 11 to 19 and substitute:

3 “**SECTION 12m.** 704.075 of the statutes is created to read:

4 **704.075 Insect infestations.** (1) LANDLORD DUTIES. A landlord has the
5 following duties:

6 (a) Upon written or oral notice from a tenant that a dwelling unit may have an
7 insect or pest infestation, the landlord shall within 5 days conduct an inspection of
8 the unit for insects or pests.

9 (b) Upon a determination that an infestation of insects or pests does exist in
10 a dwelling unit, the landlord shall within 10 days contact a pest control agent.

11 (c) A landlord shall take reasonable measures to effectively identify and treat
12 the infestation as determined by the pest control agent. The landlord shall employ

1 a pest control agent that carries current liability insurance to promptly treat the
2 infestation.

3 (d) Before renting a dwelling unit, a landlord shall disclose to a prospective
4 tenant if an adjacent unit or units are currently infested with or are being treated
5 for insects or pests. Upon request from a tenant or prospective tenant, a landlord
6 shall disclose the last date that the dwelling unit the landlord seeks to rent or an
7 adjacent unit or units were inspected for an insect or pest infestation and found to
8 be free of an insect or pest infestation.

9 (e) A landlord may not offer for rent a dwelling unit that the landlord knows
10 or suspects is infested with insects or pests.

11 (f) A landlord shall offer to make reasonable assistance available to a tenant
12 who is not able to comply with requested bedbug inspection or control measures
13 under sub. (2) (c). The landlord shall disclose to the tenant what the cost may be for
14 the tenant's compliance with the requested bedbug inspection or control measure.
15 After making this disclosure, the landlord may provide financial assistance to the
16 tenant to prepare the unit for treatment of the infestation. A landlord may charge
17 the tenant a reasonable amount for any such assistance, subject to a reasonable
18 repayment schedule, not to exceed 6 months unless an extension is otherwise agreed
19 to by the landlord and the tenant. This paragraph may not be construed to require
20 the landlord to provide the tenant with alternate lodging or to pay to replace the
21 tenant's personal property.

22 **(2) TENANT DUTIES.** A tenant has the following duties:

23 (a) A tenant shall promptly notify a landlord when the tenant knows of or
24 suspects an infestation of insects or pests in the tenant's dwelling unit.

1 (b) Upon receiving reasonable notice, a tenant shall grant the landlord of the
2 dwelling unit, the landlord’s agent, or the landlord’s pest control agent and its
3 employees access to the unit for purposes of an inspection for or control of the
4 infestation of insects or pests. The initial inspection may include only a visual
5 inspection and manual inspection of the tenant’s bedding and upholstered furniture.
6 Employees of the pest control agent may inspect items other than bedding and
7 upholstered furniture when such an inspection is considered reasonable by the pest
8 control agent. If the pest control agent finds insects or pests in the dwelling unit or
9 in an adjoining unit, the pest control agent may have additional access to the tenant’s
10 personal belongings as determined reasonable by the pest control agent.

11 (c) Upon receiving reasonable notice, a tenant shall comply with reasonable
12 measures to eliminate and control an insect or pest infestation as set forth by the
13 landlord and the pest control agent. The tenant’s unreasonable failure to completely
14 comply with the pest control measures results in the tenant’s being financially
15 responsible for all pest control treatments of the dwelling unit arising from the
16 tenant’s failure to comply.

17 **(3) REMEDIES.** (a) The failure of a landlord to comply with the provisions of this
18 section constitutes a finding that there is a substantial violation of s. 704.07 (2) that
19 materially affects the health or safety of the tenant.

20 (b) A landlord who fails to comply with the provisions of this section shall pay
21 to the tenant \$250 or actual damages, whichever is greater, plus, notwithstanding
22 s. 814.04 (1), reasonable attorney’s fees.

23 (c) The failure of a tenant to comply with the provisions of this section constitute
24 a material breach of the tenant’s rental agreement and entitles the landlord to do any
25 of the following:

