

**2013 DRAFTING REQUEST**

**Senate Amendment (SA-SSA1-SB179)**

Received: 9/6/2013 Received By: pkahler  
Wanted: Today Same as LRB:  
For: Jon Erpenbach (608) 266-6670 By/Representing: Julie Laundrie  
May Contact: Drafter: pkahler  
Subject: Real Estate - landlord/tenant Addl. Drafters:  
Extra Copies:

Submit via email: YES  
Requester's email: Sen.Erpenbach@legis.wisconsin.gov  
Carbon copy (CC) to:

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**Pre Topic:**

No specific pre topic given

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**Topic:**

Changing may to shall and the void and unenforceable lease language

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**Instructions:**

See attached

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**Drafting History:**

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?	pkahler 9/6/2013	kfollett 9/6/2013		_____			
/1				_____	srose 9/6/2013	srose 9/6/2013	

FE Sent For:

<END>

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/?	pkahler	1/15f 9/6		_____			

FE Sent For:

<END>

## Kahler, Pam

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**From:** Hurley, Peggy  
**Sent:** Friday, September 06, 2013 1:29 PM  
**To:** Kahler, Pam  
**Subject:** FW: amendment to sub

Pam,

This looks like it should be yours.

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**From:** Laundrie, Julie  
**Sent:** Friday, September 06, 2013 1:26 PM  
**To:** Hurley, Peggy  
**Cc:** Laundrie, Julie  
**Subject:** FW: amendment to sub

Peggy,

As one last request please have an amendment drafted to reflect the following email. One amendment.

On page 8 line 13, make the "may" a shall"

On page 11 lines 2-6

704.44 (9) Allows the landlord to terminate the tenancy of a tenant ~~if a crime is committed~~ based solely on the commission of a crime in or on the rental property, ~~even if where~~ the tenant could not reasonably have prevented the crime.

See below for further information. It is a rush obviously.....

Julie

Julie Laundrie  
Office of Senator Jon Erpenbach  
608-266-6670 104 South  
media contact cell 608-772-0110

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**From:** Robert J. Andersen [<mailto:RJA@legalaction.org>]  
**Sent:** Friday, September 06, 2013 12:59 PM  
**To:** Laundrie, Julie  
**Subject:** FW: amendment to sub

Hello Julie:

Below (in the forwarded email) is the amendment that Tony would like you to introduce. It clarifies that this is someone who is lawfully present on the premises as opposed to someone who has legal residence, which has a more limited legal meaning. I would be asking for this amendment, so Tony would not be involved.

In addition, per our discussion this morning, the language on page 8, line 13 should be amended as follows:

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant ~~may shall~~ be able to stop an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

The use of the word “may” in the sub. is wrong, because under the statute referred to [106.50(5m)(dm)] the tenant has a defense under the circumstances referred to in the sub. Here is what that section provides:

(dm) . . . A tenant has a defense to an action for eviction brought by a landlord if the tenant proves by a preponderance of the evidence that the landlord knew or should have known any of the following:

The statement in the sub that the tenant only “may” have a defense is misleading and deceitful.

Finally, on page 11, lines 2-6, as an alternative, no one will know what s.950.02 (4) means in the following section of the sub.:

704.44 (9) Allows the landlord to terminate the tenancy of a tenant ~~if a crime is committed~~ based solely on the commission of a crime in or on the rental property, ~~even if the tenant could not reasonably have prevented the~~ if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined in s. 950.02 (4), of that crime.

Instead, current law should be amended as follows:

704.44 (9) Allows the landlord to terminate the tenancy of a tenant ~~if a crime is committed~~ based solely on the commission of a crime in or on the rental property, ~~even if where~~ the tenant could not reasonably have prevented the crime.

This tells the tenant what the tenant’s rights are. The reference to a statute [s.950.02 (4)] does not tell the tenant anything.

What tenant is going to know what that statute says?

This amendment does what the amendment that was adopted last session (current law) was intended to do: It says that a tenant cannot be evicted for a crime committed by someone else, unless the tenant could have reasonably prevented the crime. This is a much better protection for a victim of domestic abuse. Under this amendment a victim cannot be evicted for a crime committed by her perpetrator that she could not have prevented. Under their substitute amendment, a victim of domestic abuse has to know what statute 950.02 (4) says, in order to be protected.



*[Handwritten signature]*  
*you not run*

~~PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION~~  
SENATE AMENDMENT,  
TO SENATE SUBSTITUTE AMENDMENT 1,  
TO SENATE BILL 179

*now*

- 1 At the locations indicated, amend the substitute amendment as follows:
- 2 **1.** Page 8, line 13: delete “may” and substitute “shall”.
- 3 **2.** Page 11, line 2: delete lines 2 to 6 and substitute:
- 4 “704.44 (9) Allows the landlord to terminate the tenancy of a tenant if a crime
- 5 ~~is committed based solely on the commission of a crime~~ in or on the rental property,
- 6 ~~even if in situations in which~~ the tenant could not reasonably have prevented the
- 7 crime.”.

History: 2007 a. 184; 2011 a. 143.

(END)