

CHAPTER 234.

LANDLORDS AND TENANTS AND GENERAL PROVISIONS.

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234.01 Distress for rent. The common-law right of a landlord to distrain for rent is abolished.

234.02 Attornment to stranger. The attornment of a tenant to a stranger shall be absolutely void and shall not in anywise affect the possession of his landlord unless it be made:

- (1) With the consent of the landlord; or
- (2) Pursuant to or in consequence of a judgment or order of a court of competent jurisdiction; or
- (3) To a purchaser upon a judicial sale who shall have acquired title to the lands by a conveyance thereof after the period for redemption, if any, has expired.

234.03 Tenancies, how terminated. Whenever there is a tenancy at will or by sufferance, created in any manner, the same may be terminated by giving at least 30 days' notice in writing to the tenant requiring him to remove from the demised premises, or by the tenant's giving at least 30 days' notice in writing that he shall remove from said premises, and by surrendering to the landlord the possession thereof within the time limited in such notice; but when the rent reserved in a lease at will is payable at periods of less than one month such notice shall be sufficient if it be equal to at least the interval between the times of payment; and in all cases of neglect or refusal to pay the rent due on a lease at will at least 14 days' notice to remove given by the landlord, shall be sufficient to determine the lease.

234.04 Notice, how served; re-entry by landlord. Such notice shall be served in the manner provided in sections 262.08 and 262.09 for the service of a summons, and such notice may be served by the lessor or any person in his behalf. In case the tenant of the demised premises cannot be found, nor any usual place of abode of said tenant and member of his family of suitable age and discretion upon whom to make such service, then such notice may be served on a person residing on the demised premises, if there be one, and if not then such notice may be served by affixing same in a conspicuous part of the premises, where it may be conveniently read; and at the expiration of the time required after the service of such notice the landlord may re-enter, or maintain an action for the recovery of the possession thereof, or proceed in the manner prescribed by law to remove such tenant without any further or other notice to quit.

234.05 Liability for double rent. If any tenant shall give notice of his intention to quit the premises by him holden and shall not accordingly deliver up the possession thereof at the time in such notice specified such tenant, his executors or administrators shall from thenceforward pay to the landlord, his heirs or assigns double the rent which he should otherwise have paid, to be recovered at the same time and in the same manner as the single rent, and such double rent shall continue to be paid during all the time such tenant shall continue in possession as aforesaid.

234.06 Tenants for life, etc., to pay double value, when. If any tenant for life or years, or if any other person who may come into the possession of any lands or tenements, under or by collusion with such tenant, shall wilfully hold over any lands or tenements after

the termination of such time and after demand made and one month's notice in writing given, in the manner hereinbefore provided, requiring the possession thereof by the person entitled thereto, such person so holding over shall pay to the person so kept out of possession or his representatives at the rate of double the yearly value of the lands or tenements so retained for so long a time as he shall so hold over or keep the person entitled out of possession; and shall also pay and remunerate all special damage whatever to which the person so kept out of possession may be subjected by reason of such holding over.

234.07 Tenant holding over is tenant from year to year; how tenancy ended. If a tenant for a year or more shall hold over after the expiration of his term he may, at the election of his landlord, be considered a tenant from year to year upon the terms of the original lease. But such tenancy may be terminated at the end of any year after the expiration of said term by either party to said lease upon giving to the other party thereto a notice in writing, not less than thirty days prior to the date of such expiration, that he elects to terminate such lease at the end of such year.

234.08 Recovery of rent on life lease. Any person having any rent due upon any lease for life or lives may have the same remedy to recover such arrears as if such lease were for years.

234.09 Person in possession liable for rent. Every person in possession of land out of which any rent is due, whether it was originally demised in fee or for any other estate of freehold, or for any term of years, shall be liable for the amount or proportion of rent due from the land in his possession although it be only a part of what was originally demised; and in any action for the recovery of such rent the deed of demise or other instrument in writing, if there be any, showing the provisions of the lease, may be used in evidence by either party to prove the amount due from the defendant.

234.10 Legal remedy not impaired. Nothing contained in the preceding sections shall deprive landlords of any legal remedy for the recovery of their rents, whether secured to them by their leases or provided by law.

234.11 Remedy for arrears on termination of life estate. Every person entitled to any rents dependent upon the life of any other may, notwithstanding the death of such other person, have the same remedy by action for the recovery of all arrears of such rent that shall be behind and unpaid at the death of such other person as he might have had if such person were in full life.

234.12 Remedy of executors. The executors or administrators of every person to whom any rent shall have been due and unpaid at the time of his death may have the same remedy by action for the recovery of all such arrears that their testator or intestate might have had if living.

234.13 Life tenant's executors may recover rent. When a tenant for life, who shall have demised any lands, shall die on or after the day when any rent became due and payable his executors or administrators may recover from the undertenant the whole rent due; if he die before the day when any rent is to become due they may recover the proportion of rent which accrued before his death.

234.14 Remedy of lessor's grantees. The grantees of any demised lands, tenements, rents or other hereditaments or of the reversion thereof, the assignee of the lessor of any demise and the heirs and personal representatives of the lessor, grantee or assignee shall have the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the lease so assigned or for the recovery of any rent or for the doing of any waste or other cause of forfeiture as their grantor or lessor had or might have had if such reversion had remained in such lessor or grantor.

234.15 Remedies of lessees against assignee of lessor. The lessees of any lands, their assigns or personal representatives shall have the same remedy by action or otherwise against the lessor, his grantees, assignees or his or their representatives for the breach of any covenant or agreement in such lease contained as such lessee might have had against his immediate lessor. The provisions of this and section 234.14 shall extend as well to grants or leases in fee reserving rents as to leases for life and for years.

234.16 Recovery for use and occupation. Any landlord may recover a reasonable satisfaction for the use and occupation of any lands or tenements by any person under any agreement not made by deed; and if any parol demise or other agreement, not being by deed, by which a certain rent is reserved, shall appear in evidence on the trial of any such action the plaintiff shall not on that account be debarred from a recovery, but may make use thereof as evidence of the amount of damages to be recovered.

234.17 Lessee may surrender premises, when. Where any building, which is leased or occupied, is destroyed or so injured by the elements, or any other cause as to be untenant-

able, and unfit for occupancy, and no express agreement to the contrary has been made in writing, the lessee or occupant may, if the destruction or injury occurred without his fault or neglect, quit and surrender possession of the leasehold premises, and of the land so leased or occupied; and he is not liable to pay to the lessor or owner, rent for the time subsequent to the surrender.

234.18 Notice of adverse proceedings. Every tenant upon whom any process, proceeding or notice of any proceeding to recover the land occupied by him or the possession thereof shall be served shall forthwith give notice thereof to his landlord, under the penalty of forfeiting the value of three years' rent of the premises occupied by him, which may be sued for and recovered by the landlord or person of whom such tenant holds.

234.19 Remedy on default in long terms; improvements. (1) Whenever there shall be any default in the conditions of any lease of lands or a breach of the covenants thereof and such lease shall provide for a term exceeding fifty years and require the lessee to erect or construct improvements or buildings upon the land demised at his own cost and exceeding in value the sum of five thousand dollars, and such improvements shall have been made, and the lessor desires to determine the lease and recover possession of the property described therein freed from all liens, claims or demands of such lessee, the lessor may, in case of any breach or default as aforesaid, institute an equitable action in the circuit court against the lessee and all persons claiming under him to recover the possession of the premises leased and proceed in all respects as if the action was brought under the statute to foreclose a mortgage upon real estate, except that no sale of the premises shall be ordered.

(2) The judgment shall determine the breach or default complained of, fix the amount due the lessor at such time, and state the several amounts to become due within one year from the entry thereof, and further provide that unless the amount adjudged to be due from the lessee, with interest thereon as provided in the lease or by law, shall be paid to the lessor within one year from the entry thereof as aforesaid, and the lessee shall, within such period, fully comply with the judgment requiring him to make good any default in the conditions of said lease, that said lessee and those claiming under him shall be forever barred and foreclosed of any title or interest in the premises described in said lease and that in default of payment thereof within such year the lessee shall be personally liable for the amount thereof. During said year ensuing the date of the entry of such judgment the possession of the demised premises shall remain in the lessee and he shall receive the rents, issues and profits thereof; but if he shall fail to comply with the terms of said judgment and the same is not fully satisfied, and shall refuse to surrender the possession of the demised premises at the expiration of said year, the lessor shall be entitled to a writ of assistance or execution to be issued and executed in the manner provided by law. Chapter 291 shall not apply to leases and property within this section.

234.20 Remedy of remainderman. A person seized of real estate in remainder or reversion may maintain an action for any injury done to the inheritance notwithstanding any intervening estate for life or years.

234.21 Actions between cotenants. One joint tenant or tenant in common and his executors or administrators may maintain an action for money had and received against his cotenant for receiving more than his just proportion of the rents or profits of the estate owned by them as joint tenants or tenants in common.

234.22 Aliens may acquire lands. Subject to the limitations of section 234.23 an alien may acquire and hold lands or any right thereto or interest therein by purchase, devise or descent, and he may convey, mortgage and devise the same; and if he shall die intestate the same shall descend to his heirs; and in all cases such lands shall be held, conveyed, mortgaged or devised or shall descend in like manner and with like effect as if such alien were a native citizen of the state or of the United States.

234.23 Limitation on nonresident aliens and corporations. It shall be unlawful for any alien not a resident of this state, of some state or territory of the United States or of the District of Columbia, or for any corporation not created by or under the laws of the United States or of some state or territory thereof, to hereafter acquire, hold or own more than three hundred and twenty acres of land in this state or any interest therein except such as may be acquired by devise, inheritance or in good faith in the collection of debts by due process of law. No corporation or association more than twenty per centum of the stock of which is or may be owned by any person, corporation or association who are such nonresident aliens shall hereafter acquire, hold or own more than said quantity of land in this state or any interest in a greater quantity of land herein except such as may be acquired in good faith in the collection of debts by judicial proceedings. All lands acquired, held or owned in violation of the provisions hereof shall be forfeited to the state, and it shall be the duty of the attorney-general to enforce every such forfeiture.

234.24 Provision not retroactive. The title to any lands conveyed before the third day of May, one thousand eight hundred and eighty-seven, or any lands which nonresident aliens may hold under section 234.23 conveyed since that date, shall not be questioned nor in any manner affected by reason of the alienage of any person from or through whom such title may have been derived.

234.25 Conveyances by life tenant. A conveyance made by a tenant for life or years purporting to grant a greater estate than he possessed or could lawfully convey shall not work a forfeiture of his estate, but shall pass to the grantee all the estate which such tenant could lawfully convey.

234.26 Emergency control of rentals. (1) **DECLARATION OF PUBLIC EMERGENCY.** (a) The legislature of 1947 in the enactment of Chapter 442, Laws of 1947, made findings and a declaration as to the existence, causation, extent and results of an emergency relative to the shortage of housing accommodations in the state and the public emergency resulting therefrom.

(b) The legislature of 1949 hereby declares that while such emergency is less serious at the present time it has not completely passed in the defense-rental areas in the state; that the federal government has and is presently exercising controls over rentals of and evictions from housing facilities in such areas; that the problems which presently exist in respect to housing accommodations in this state can best be dealt with by state regulation; that all controls over rentals and evictions should be terminated at the earliest date which will not jeopardize the public health, safety and welfare; that a present cessation of all controls over rentals and evictions might result in undue hardship and cause some threat to the public health, safety and welfare; that state regulation and control of rentals and evictions in such defense-rental areas for a definite but limited period hereafter will provide a reasonable time for such economic and social adjustments as will warrant a complete cessation of all controls over such rentals and evictions thereafter; that the period ending June 1, 1950 is such a reasonable time; that it is therefore imperative that the state of Wisconsin provide regulation and control of rentals of and evictions from housing accommodations in the defense-rental areas in this state which are now subject to federal rent control; and that the provisions of this section are necessary and designed to protect the public health, safety and welfare.

(c) It is hereby further expressly declared that it is the intent of the legislature that this section provides state rent control which, pursuant to the provisions of section 204 (j) (1) of the Housing and Rent Act of 1947 as added thereto by section 203 (h) of the Housing and Rent Act of 1949, shall be in lieu of Federal rent control with respect to housing accommodations within defense-rental areas in the state of Wisconsin.

(2) **DEFINITIONS.** When used in this section, unless a different meaning clearly appears from the context:

(a) "Housing accommodation" includes any building, structure, trailer or trailer space, or part thereof, occupied or intended to be occupied by one or more individuals as a residence, home, sleeping place, boarding house or lodging house, together with the land and buildings appurtenant thereto, and all services, privileges, furnishings, furniture and facilities in connection with the occupation thereof, but does not include a hospital, convent, dormitory, dwelling situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon; dwelling space occupied by domestic servants, caretakers, managers or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part; hotel accommodations; and dwelling accommodations used for summer or winter resort purposes and customarily rented or occupied on a seasonal basis.

(b) "Defense-rental area" means any area designated by federal rent control authorities as an area wherein abnormal conditions have resulted or threaten to result in rents for housing accommodations and in which maximum legal rentals fixed by federal rent control authorities were operative on August 4, 1949.

(c) "Rent" means the consideration, including any bonus, benefit or gratuity, demanded, accepted or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease of such housing accommodations.

(d) "Owner occupancy" means occupancy, in good faith and not for the purpose of circumventing a tenancy theretofore existing, (1) by the owner for his immediate and personal use and occupancy, whether as a housing accommodation or for use by such owner for commercial or business operations carried on by him, or (2) by a member of the immediate family of the owner for immediate and personal use and occupancy as a housing accommodation. For the purposes of this subsection only, the term "immediate family" includes only a son, son-in-law, daughter, daughter-in-law, father, father-in-law,

mother, mother-in-law, step child or adopted child and they need not be residing with the owner to come within such classification.

(e) "Owner" means any person who has acquired title (legal or equitable) to the housing accommodation and has made a bona fide payment of not less than 20 per cent of the purchase price thereof. Any credit extended by or guarantee of credit granted by the federal administration of veterans' affairs under Title III of the Servicemen's Readjustment Act of 1944, as amended, or by the state board of veterans' affairs shall be deemed a bona fide payment under this paragraph. "Owner" may include joint tenants or tenants in common. "Owner" includes also the lessee or his assignee of a valid and existing lease of housing accommodations who has lawfully sublet the same or any part thereof, and also a person who has fee title to the housing accommodations acquired by bona fide gift not made for the purpose of circumventing a tenancy theretofore existing.

(f) "Hotel" means any establishment containing housing accommodations, which on June 30, 1947 was commonly known as a hotel in the community in which it is located and was occupied by an appreciable number of persons who were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy service.

(3) MAXIMUM RENT. (a) On and after August 5, 1949 the maximum rent legally chargeable for housing accommodations to which this section is applicable shall be as follows:

1. The maximum rent of a housing accommodation with respect to which a valid written lease was entered into in accordance with and as permitted by the provisions of the federal Housing and Rent Act of 1947, or the provisions of said act as amended by the federal Housing and Rent Act of 1948, at a rental not exceeding 15 per cent above the maximum rent otherwise chargeable, shall be the amount of the rental set forth in said lease or the amount of maximum rent as fixed by the federal rent control authorities for such accommodation in effect on August 4, 1949, whichever amount is the higher, plus 15 per cent of the maximum amount of the rent in effect for such housing accommodation immediately before such lease became effective, which additional 15 per cent may be charged only (1) pursuant to a written lease covering the accommodation providing therefor, entered into on or after August 5, 1949 and expiring on or after December 31, 1950, or (2) after such a written lease has been duly tendered or offered by the owner to the tenant of such accommodation on or after August 5, 1949 and such tenant refuses or fails to enter into such lease within 10 days after the same is offered or tendered to him.

2. The maximum rent of a housing accommodation with respect to which no written lease was entered into in accordance with and as permitted by the provisions of the federal Housing and Rent Act of 1947, or said act as amended by the federal Housing and Rent Act of 1948, at a rental higher than the maximum rent otherwise chargeable, shall be the amount of maximum rent fixed by the federal rent control authorities, pursuant to the federal Housing and Rent Act of 1947, or said act as amended by the federal Housing and Rent Act of 1948 or the federal Housing and Rent Act of 1949, or both of said acts, for such accommodations in effect on August 4, 1949, plus 15 per cent of said maximum rent so fixed and plus an additional 15 per cent of said maximum rent so fixed, which last 15 per cent may be charged only (1) pursuant to a written lease covering the accommodations providing therefor entered into after August 5, 1949, and expiring on or after December 31, 1950, or (2) after such a written lease has been duly tendered or offered by the owner to the tenant of such accommodations after August 5, 1949 and such tenant refuses or fails to enter into such lease within 10 days after the same is offered or tendered to him.

3. Such leases shall contain a provision for cancellation thereof by the tenant upon 30 days' written notice, but may not contain any provisions for cancellation by the lessor except for violation of the terms of the lease and also except in the event of a bona fide sale, not made to circumvent the tenancy, upon 60 days' written notice. The terms and conditions of such leases shall not, except as to the amount of rent, be more onerous to the tenant than the rental arrangements legally applicable on August 4, 1949.

(b) The maximum rent chargeable for a housing accommodation under this section shall not in any instance exceed the maximum rent fixed by the federal rent control authorities for such accommodation in effect on March 30, 1949, plus (1) 30 per cent thereof and (2) the amount of any increase or increases in rent authorized by the federal rent control authorities subsequent to March 30, 1949 based upon remodeling or increase in services, facilities, privileges, equipment, furniture or furnishing.

(c) The maximum rent for a trailer or trailer space shall be the amount of rent legally charged therefor on June 30, 1947, or if not rented on that date then the amount

of rent charged therefor when first rented thereafter. The additional increases provided in subdivisions 1 and 2 of paragraph (a) of this subsection but computed upon the amount of maximum rent in this paragraph shall be applicable thereto.

(d) The maximum rent hereinbefore provided shall be applicable to housing accommodations notwithstanding the conversion or division thereof into small units, unless in the conversion or division thereof there has been substantial alteration, remodeling or construction.

(e) Nothing in the provisions of this section shall operate to authorize any increase or change in the rent chargeable during the term of any lease, except by voluntary agreement of the parties thereto or after termination of such lease.

(f) Nothing in this section shall preclude the receipt by a landlord or the payment by a tenant of rent of housing accommodations which is in excess of the maximum rent specified in this subsection, provided such rent is pursuant to a lease which expires on or after June 30, 1951 covering the premises which the landlord and tenant voluntarily entered into in good faith after August 5, 1949. Such lease shall contain a provision for cancellation thereof by the tenant upon 30 days' written notice, but may not contain any provisions for cancellation by the lessor except for violation of terms of the lease and also in the event of a bona fide sale, not made to circumvent the tenancy, upon 60 days' written notice.

(g) No rent shall be demanded, received, accepted or paid for a housing accommodation in excess of the maximum rent provided in this subsection, except where paid pursuant to a lease entered into as stated in paragraph (f) of this subsection. Substantially the same service, privileges, furnishings, furniture and facilities supplied in connection with the occupation of housing accommodations shall be maintained and continued as were furnished on August 4, 1949.

(h) Any person who accepts or receives any payment of rent in excess of the maximum rent provided in this section (excluding rent paid pursuant to a lease entered into as stated in paragraph (f) of this subsection) shall be liable to the person from whom he accepts or receives such payment for liquidated damages of either \$25 or double the amount by which the payment or payments accepted or received exceed the maximum rent which could lawfully be accepted or received under the provisions of this section, whichever may be the greater amount, provided that such liquidated damages shall be only the amount of the overcharge or overcharges if the defendant proves that the acceptance or receipt of such excessive rent was neither wilful nor the result of failure to take practical precautions against occurrence of such violation. In any action for such damages the plaintiff, if he prevails, shall also recover taxable costs and disbursements, which shall include reasonable attorney's fee in an amount that shall be fixed by the court in such action. Action under this paragraph must be brought within one year after the violation. For the purpose of determining the amount of liquidated damages to be awarded to the plaintiff in an action brought under this paragraph, all violations alleged in such action which were committed by the defendant with respect to the plaintiff within the one-year period immediately prior to the bringing of action shall be deemed to constitute one violation, and the amount demanded, accepted or received in connection with such one violation shall be deemed to be the aggregate amount demanded, accepted or received in connection with all violations. A judgment in an action under this paragraph shall be a bar to a recovery under this paragraph in any other action against the same defendant on account of any violation with respect to the same plaintiff prior to the institution of the action in which such judgment was rendered.

(4) APPLICATION. The provisions of this section shall apply only to housing accommodations as to which the rent chargeable therefor was fixed by federal rent control authorities and in effect on August 4, 1949 or as to which the rent chargeable therefor was determined and fixed by the provisions of the federal Housing and Rent Act of 1947, as amended by the Housing and Rent Act of 1948 and the Housing and Rent Act of 1949. The provisions of this section shall also apply to housing accommodations as to which a valid written lease was entered into in accordance with and pursuant to the provisions of said Housing and Rent Act of 1947, said Housing and Rent Act of 1948 and said Housing and Rent Act of 1949, or any of said acts. This section shall not apply to any housing accommodation that was rented for the first time on or after February 1, 1947, notwithstanding that the same may have been subject to federal rent control under the provisions of said federal Housing and Rent Act of 1947, as amended by said federal Housing and Rent Act of 1948 and said federal Housing and Rent Act of 1949, on August 5, 1949, or that is within any area which on that date was decontrolled pursuant to the provisions of said federal Housing and Rent Act of 1947, as amended by said federal Housing and Rent Act of 1948 and said federal Housing and Rent Act of 1949, or that is owned by the state or any county, city, village or town.

(5) **EVICCTIONS, WHEN PERMITTED.** On and after August 5, 1949 no tenant of a housing accommodation who entered into possession with the consent or permission of the landlord shall be evicted therefrom except when such tenant:

(a) Fails to pay rent which is not in excess of the maximum rent lawfully chargeable under the provisions of this section.

(b) Has violated a substantial obligation of the terms of his tenancy (other than an obligation to pay rent higher than that permitted under this section or an obligation to surrender possession) and has continued such violation after receipt of a written notice that such violation must cease. Subletting all or part of a housing accommodation by the tenant without the written consent of the landlord shall constitute a violation of a substantial obligation of the terms of tenancy. For the purposes of this paragraph subletting shall include the renting or permitting any person to occupy or use any part of or all of a housing accommodation, for the payment of any rent, unless the same is expressly permitted under the terms of the tenancy.

(c) Is committing or permitting a nuisance on or about the housing accommodation or is using the same predominantly for other than living or dwelling purposes unless expressly permitted by the terms of the tenancy, and such nuisance or use of the housing accommodation continues after receipt of a written notice that the same must cease, or is using or permitting a use of such housing accommodation for an immoral or unlawful purpose or has committed or permitted waste on or about the housing accommodation.

(d) Fails or refuses to surrender possession for bona fide owner occupancy after 60 days' written notice by the owner to such tenant to surrender the premises, given as provided in section 234.04. Transfer from other accommodation owned by the owner shall not be deemed bona fide owner occupancy unless the tenant is offered at the time of notice such accommodation vacated by the owner at a rent proportionately comparable to the rent of the accommodation covered by the notice. No such notice shall be valid unless the person giving it was at that time an owner as defined in paragraph (e) of subsection (2) and it includes a sworn statement showing that he is such owner and that said notice is not given to circumvent the existing tenancy.

(e) Unreasonably interferes with the peaceable possession or quiet of other residents in the same building.

(f) Fails or refuses to surrender possession to the holder of a certificate authorizing eviction which was issued prior to August 5, 1949 by federal rent control authorities pursuant to the rules and regulations issued on March 31, 1949 by the federal Housing Expediter under the provisions of the Housing and Rent Act of 1949, and where the period of time specified in such certificate has expired, and due and proper notice of termination of the tenancy has been given in accordance with section 234.03 or other applicable provision of the statutes.

(g) Fails or refuses to surrender possession for the purpose of substantially altering, remodeling or demolishing the housing accommodation after a 60 days' written notice by the owner to such tenant to surrender the premises for such purposes, given as provided in section 234.04. No such notice shall be valid unless it contains a sworn statement that the necessary permit or approval required by local law, ordinance or regulation for the proposed alteration, remodeling or demolition, or if new construction is contemplated in the case of demolition then for such new construction, has been obtained and that the same cannot be done with such tenant in occupancy.

(h) Unreasonably refuses the landlord access to the housing accommodations for the purpose of inspection or showing the same to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein, provided such refusal shall not be a ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement.

(i) Fails or refuses to surrender possession after 60 days' written notice to surrender the housing accommodations where the same are a part of a company housing development in which occupancy has customarily been limited to employes of the landlord and the tenant is no longer his employe. Where such tenant voluntarily terminated his employment a notice as provided in section 234.03 for the eviction from such housing accommodations shall be sufficient.

(j) Fails or refuses to surrender possession for bona fide owner occupancy by the purchaser of the premises after 60 days' written notice by such purchaser to such tenant to surrender the premises given as provided in section 234.04. No such notice shall be valid unless at the time of the giving of such notice the person giving it (1) has an enforceable contract to purchase the housing accommodation entered into not more than 90 days prior to the giving of such notice; (2) the terms of such contract provide for

payment so as to qualify him as an owner under the provisions of paragraph (e) of subsection (2) prior to the date specified in such notice for surrender of possession; (3) is entitled to possession of the premises or will become entitled to possession of the premises prior to the date specified in the notice for surrender of possession; and (4) seeks in good faith to recover possession thereof for his own immediate and personal use and occupancy as housing accommodations or for the immediate and personal use and occupancy as housing accommodations by a member or members of his immediate family as defined in paragraph (d) of subsection (2) hereof; and (5) such notice includes a sworn statement showing the foregoing and that said notice is not given to circumvent the existing tenancy. No eviction shall be predicated upon a notice hereunder until the person giving such notice qualifies as an owner under the provisions of paragraph (e) of subsection (2). Nothing in this paragraph shall preclude any one from proceeding under paragraph (d) of this subsection where he qualifies thereunder.

(k) Fails or refuses to surrender possession after a 60 days' written notice by the owner to such tenant to surrender the premises, given as provided in section 234.04, where the owner seeks in good faith to recover possession of the housing accommodations for the immediate purpose of (1) making a permanent conversion to commercial use or (2) personally making a permanent use of them for nonhousing purposes or (3) permanently withdrawing them from both the housing and nonhousing rental markets without any intent to sell the housing accommodations. No such notice shall be valid unless the person giving it was at the time the owner as defined in paragraph (e) of subsection (2) and it includes a sworn statement showing that he is such owner and that he seeks recovery of possession upon one or more of the grounds set forth in this paragraph.

(l) After August 5, 1949 no eviction proceeding involving a housing accommodation in respect to which this section is operative shall be predicated upon any notice of termination of tenancy given prior to said date, except a notice given under paragraph (f) of this subsection or a notice given prior to August 5, 1949 which was given pursuant to and in conformity with the provisions of section 234.26 as created by Chapters 442 and 614, Laws of 1947.

(m) In all eviction proceedings under this section termination of tenancy shall be required. The time and manner of giving notice thereof shall be as provided in section 234.03 or other applicable provision of the statutes, except that the time of notice in proceedings under paragraphs (d), (g), (i), (j) and (k) of this subsection shall be as prescribed therein.

(n) Any person who shall make a statement required in any notice under any of the provisions of this section which is false shall be subject to the penalties provided in section 346.02.

(o) Eviction under paragraphs (d), (f), (g), (j) or (k) of this subsection shall not subject the tenant to liability under section 291.10.

(p) No notice under this subsection shall be deemed insufficient or invalid because of an inaccuracy or failure therein in stating time or dates or in describing the premises, if it shall appear there was no intention on the part of the one giving such notice to mislead the tenant and that the tenant was not in fact misled thereby.

(q) In any eviction proceeding under this section which is contested proof of service of notice required by this section shall not constitute proof of the facts requisite for eviction upon any of the grounds set forth in this section.

(6) EVICTION PROCEEDINGS. During the time this section is operative in respect to a housing accommodation:

(a) An eviction proceeding in respect thereto may be brought before a justice of the peace under chapter 291 as modified by this section or in a court of record;

(b) Justices of the peace and courts of record are hereby granted jurisdiction in such matters; and

(c) The procedure in respect to such evictions in a court of record shall be the same as provided in chapter 291 with only such changes as may be necessary to adapt the same to proceeding in a court of record. The jurisdiction hereby granted to courts of record shall also extend to the disposition of a proceeding commenced in such court prior to the date on which this section becomes inoperative as to the housing accommodation involved therein.

(d) In the discretion of the justice of the peace or the judge, the complaint may be amended to show facts which existed at the time of the filing thereof.

(7) LOCAL DECONTROL. The governing body of any city or village, and the town board of any town, is empowered to hold a public hearing as to whether there exists such a shortage in housing accommodations therein as to require control of rents of and evictions from housing accommodations, and if as a result of such hearing it makes a finding that such a shortage no longer exists herein, may adopt a resolution terminating the provisions of this section, and, upon the written approval of such resolution by the

governor, who is hereby authorized to approve such resolution if it appears to him that said finding is appropriately substantiated by the record of such hearing, the provisions of this section shall cease to be effective in such city, village or town. Notice of such hearing shall be given by the clerk of said city, village or town at least 10 days prior thereto, by publication thereof in at least one newspaper of general circulation in the city, village or town or, if there be no newspaper of general circulation therein, by posting such notice in at least 5 public places in said city, village or town. An official public record, which shall include a stenographic report of the entire proceedings, shall be kept of such hearing and of the action taken at or as a result thereof.

(8) **WAIVERS; CONFLICTING LAWS.** Any waiver of any of the provisions of this section shall be unenforceable and void. To the extent that the provisions of this section are inconsistent with the provisions of any general, special or local law or charter provisions the provisions of this section shall be controlling.

(9) **TERMINATION.** This section shall continue in effect until June 1, 1950.

(10) **RECORDS; TRANSFER TO COUNTY CLERK.** The county clerk of each county in a defense-rental area on August 5, 1949 is hereby charged with the duty of administering the provisions of this section to the extent of taking into custody, storing and furnishing access to the records and data used or held by the federal housing expediter in connection with the establishment and maintenance of maximum rents in that county. Upon receipt by such clerk of a subpoena issued by a justice of the peace or any court, within such county, before whom a proceeding is pending for eviction of a tenant under the provisions of this section, to transmit such of said data and records as show the establishment by the federal housing expediter of maximum rent for the housing accommodations involved in such proceeding, and payment of a fee of \$1.00, the county clerk shall forward the same to such justice of the peace, or the clerk of said court, by personal delivery or by registered mail accompanied by a certificate that the same were included in the records and data of the housing expediter, and the same thereupon shall be receivable in evidence in such proceeding to show the maximum rent fixed by the federal housing authorities. When such proceeding is concluded such justice of the peace or the clerk of the court shall return said data and records to said county clerk by personal delivery or by registered mail and a fee of \$1 therefor shall be included in the taxable fees or costs in such proceeding.

(11) **SEPARABILITY.** If any provision of this section or the application of such provision to any person or circumstances shall be held invalid, the remainder of the section and the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.