DUEY STROEBEL

STATE REPRESENTATIVE • 60TH DISTRICT

Chairman Murtha, ladies and gentleman of the committee, I am testifying today in favor of AB 183 as the Assembly author. I will attempt to explain the various provisions in this bill and answer any questions you may have. AB 183 represents good policy and common sense reforms.

AB 183 is a product of the extensive work by many over the past year. While the bill is 21 pages and contains numerous items, you will see that most provisions in this bill are fairly straightforward. I will briefly touch upon every provision in this bill. There are attorneys and other experts who will also be speaking to you today to give a practitioner's perspective at the state of landlord/tenant law in Wisconsin.

AB 183 reforms confusing, outdated, and contradictory language in several areas. The following is a quick summary of those items.

1- Clarifying how a landlord may provide notice to tenant of abandoned property storage. This will aid in disclosure of property storage procedure currently in state law.

2- Clarifying how landlords receive notice of repairs that must be made, making this objective written notice from a government agency.

3- Developing law regarding bedbugs and pest infestations. The increasing phenomenon of bedbug infestation is an unwelcome and expensive development in housing. Making clear current law applies to such infestations allows for the problem to get handled and remediated.

4- Clarifying law regarding the Check-in Sheet. The previous language of "standardized" move in sheets caused confusion as no such statewide standardized form exists.

5- Allowing initialing of non-standard rental provisions in leases instead of signing by every provision. It is already common practice statewide to initial specific provisions and to sign the lease once at the bottom. This clarifies the legality of the practice.

6- Clarifying certain reforms from 2011 Act 143 apply only to residential tenancies. This was always the legislative intent and this codifies that intent.

7- Allowing members of an LLC and/or an LLC's authorized agent to appear in small claims court on behalf of landlord. This gives an incorporated landlord the option of pursing court actions without the expense of an attorney, the same as a sole

Capitol Office: Post Office Box 8953 • Madison, Wisconsin 53708-8953 • (608) 267-2369 • Toll-Free: (888) 534-0060 • Fax: (608) 282-3660 • Rep.Stroebel@legis.wi.gov
District: (262) 424-2583

proprietorship landlord. Lowering the costs of court actions means fewer attorney's fees added to judgments as well.

8- Clarifying law regarding acceptance of late rent or other payments after an eviction action is started.

9- Standardizing disposal of property after eviction with current law for disposal of abandoned property. Disposal of property after an eviction has always been to either use the county sheriff with bonded movers or use the county sheriff without bonded movers. AB 183 would modify the second option to standardize it with Act 143's property disposal provisions.

10- Protecting landlords from civil liability for giving honest and true rental references on individuals to other prospective landlords. This provision is modeled after the law Wisconsin has on employer references for prospective employees and is good policy for the same reasons. No one should be punished for telling the truth.

There are a couple other provisions of AB 183 that will generate more policy oriented discussion. I will outline them in further detail.

AB 183 would preempt local governments from doing two things that are counter productive for the State. First, AB 183 would prevent local ordinances from being created or enforced that interfere with a landlord's or tenant's right to recover damages from the other party that he or she is entitled to under State law. Local governments should not be limiting any citizen's right to recover what they are owed both under a contract and under state law.

Second, AB 183 would prevent local ordinances from being created or enforced that require a landlord to communicate to a tenant or municipality beyond what is required by state law. Although rare, some counties and cities have numerous such ordinances. These ordinances are bad for both the landlord and the tenant. Onerous requirements on landlords that vary among jurisdictions raise the cost of doing business as a landlord, which in turn can impact costs and be confusing to renters.

AB 183 modifies the law on towing vehicles on private property. AB 183 will allow a private property owner to tow an unauthorized vehicle from his or her land at the vehicle owner's expense if the vehicle is parked in an area that is properly posted so as to give the owner of the car fair warning. The requirements of this posting, as well as consumer protections for the vehicle owner to be promulgated by DOT, must be met.

Capitol Office: Post Office Box 8953 • Madison, Wisconsin 53708-8953 • (608) 267-2369 • Toll-Free: (888) 534-0060 • Fax: (608) 282-3660 • Rep.Stroebel@legis.wi.gov
District: (262) 424-2583

DUEY STROEBEL

STATE REPRESENTATIVE • 60TH DISTRICT

The simple truth is that currently, especially in busy metropolitan areas that have matters of greater importance for the police to handle, it is difficult to get the police to cite and tow a vehicle parked illegally on private property. This is wrong, and a mechanism must be in place to remedy the situation.

AB 183 preserves damages and consequences for what we all can agree are the truly bad practices of a landlord. These include the inclusion of explicitly illegal rental provisions, often referred to as the "seven deadly sins", in a lease. It also includes improper withholding of a security deposit. Landlords who engage in these unfair trade practices will continue to be able to be sued for double damages as well as attorneys of the tenant. Unintentional and minor violations remain in line with the rest of Wisconsin law, i.e. the allegedly harmed party sues for actual damages caused.

Finally, AB 183 streamlines the eviction process in small claims court. It allows each individual county, if the county so desires, to allow for alternate service of process for eviction actions. This flexibility is already the law when it comes to all other small claims actions. Some counties choose to take advantage of this procedural flexibility and some do not, but it is a widely used and accepted option for our 72 circuit courts. This flexibility will be especially helpful in rural counties were process servers are not prevalent.

AB 183 also sets new deadlines in the eviction process that are needed because some courts and attorneys have been using procedural maneuvers to stall cases where there is no dispute of the facts. There is no timeframe when a court must set a trial after the eviction action has been commenced. There is also a long potential timeframe from when a judgment of eviction is entered until a writ restitution is signed, which is the document one actually needs to have the sheriff remove a tenant from the premises. Everyone will get their day in court, and a more standardized timeline for all parties will exist after AB 183 becomes law.

AB 183 provides some common sense reform to the area of landlord/tenant law. I urge this committee to hold an executive session on the bill and send it to the full Assembly in due course. I will be happy to answer any questions you may have, as I am sure other witnesses and experts in this area who are here today to testify in favor of AB 183 are as well. Thank you.

Capitol Office: Post Office Box 8953 • Madison, Wisconsin 53708-8953 • (608) 267-2369 • Toll-Free: (888) 534-0060 • Fax: (608) 282-3660 • Rep.Stroebel@legis.wi.gov
District: (262) 424-2583

Testimony

WISCONSIN COALITION AGAINST DOMESTIC VIOLENCE

307 South Paterson Street, Suite 1
Madison, Wisconsin 53703
Phone: (608) 255-0539 Fax: (608) 255-3560

To: Members of the Assembly Committee on Housing
From: Tony Gibart, Policy Coordinator, Wisconsin Coalition Against Domestic Violence (WCADV)
Date: May 2, 2013
Re: Opposition to Assembly Bill 183

Chairman Murtha, Members of the Committee, thank you for the opportunity to offer testimony today. My name is Tony Gibart, and I represent the Wisconsin Coalition Against Domestic Violence (WCADV). WCADV is the statewide membership organization that represents local domestic violence victim service providers and survivors.

We oppose Assembly Bill 183 because it would encourage lease provisions that penalize crime victims and will lead to crime victims being kicked out of their homes simply because they were victimized.

WCADV periodically gets reports from domestic violence victims and local domestic violence agencies that some landlords attempt to evict domestic violence victims for criminal acts over which victims had no control. Such actions not only re-victimize survivors; they constitute horrible public policy. When victims are forced to remain silent, rapists and violent perpetrators remain at large. Unfortunately, these types of rental practices are not rare. One study found that eleven percent of evictions of low-income domestic violence victims were directly based on their victimization.[1]

We are most concerned about acts of domestic violence being the basis for adverse landlord actions. Acts of domestic violence almost by definition occur in the home. However, the issue is not limited to domestic violence. A burglary, for example, is also a crime that could occur on or in the premises of a rental property.

Under current law, the only disincentive landlords have from including language that re-victimizes victims is that landlords run the risk of the lease being found entirely unenforceable in court. If this disincentive is removed, there would be no reason for a landlord to not write these provisions in their leases.

Under this bill, a landlord would be free to include the following language in a lease:

> *If a crime occurs on the property, even if the tenant is the victim of the crime and could not have prevented the crime, the landlord may evict the tenant.*

This is entirely unjust. What is more, even if the victim has a defense to eviction that would supersede this lease provision, landlords would be free to include such provisions and use them to cow victims into removing from their homes. This would be the most likely scenario when the provision is included because victims are usually not in a position to assert their legal rights vigorously.

For these reasons, we are opposed to Assembly Bill 183. Thank you again for the opportunity to provide testimony. I would be happy to answer any questions.

---

[1] National Law Center on Homelessness & Poverty and the National Network to End Domestic Violence, *Lost Housing. Lost Safety: Survivors of Domestic Violence Experience Housing Denials and Evictions Across the Country*, February 2007.

Charlie Breunig
(608) 692-6122
charlbreun@gmail.com

My name is Charlie Breunig. I've been a volunteer housing counselor for the last five years at the Tenant Resource Center in Madison. Over the years I've talked to thousands of people from all over the Wisconsin about their rental problems. About 90% of the people who consult us are tenants; the rest are landlords. I also serve on the City of Madison's Landlord-Tenant Issues Committee, but I'm here to speak for myself, not as a representative of either of these groups.

My first concern is with Section 11 of AB183, which deals with the landlord's duty to let prospective tenants know about building code or housing code violations in the unit or in the common area. The current law requires the landlord to disclose a violation if he or she has actual knowledge of it. This bill would change it so the landlord would only have to disclose the violation if he or she had received written notice of the violation from a "local housing code enforcement agency." So if a landlord knows that there's a code violation that "presents a significant threat to the prospective tenant's health or safety" (704.07(2)(bm)(3), then he or she would have to tell the applicant about the violation only if it had been written up by a local building inspector.

This is appalling. If a building is unsafe, then the prospective tenant deserves to know that, even if a building inspector hasn't looked at the premises. Add to that the fact that many villages and rural areas of the state don't have local building inspectors, so a landlord in those parts of the state wouldn't ever have to disclose building code and housing code violations to tenants. And there are smaller cities in Wisconsin who don't have building inspectors on staff but instead use private contractors who sometimes have a cozy relationship with property owners. Even in the city of Madison, which has quite a few full-time building inspectors in the department, apartments can go for years without being inspected. The place where I live in central Madison was last inspected in 1999.

My next concern is with Section 12, which amends 704.07(3)(b) to expand the definition of tenant damage to include insect and other pest infestations. Essentially it says that tenants are automatically considered responsible for the infestation and are liable for the cost of treatment. I assume this section is in here because of the rise of bed bugs in the last ten years. It seems to me that this is a backhanded way of getting the tenant to pay for treating an infestation even if it's not their fault. Pests do migrate from unit to unit, so someone can have an infestation even if the pest was brought into the building by a tenant in a different unit. And it can be very hard to prove where an infestation originated.

I wrote the Tenant Resource Center's bed bug fact sheet, and I've done a lot of research on bed bugs and bed bug legislation. First of all, I should say that bed bugs are awful for everyone concerned, landlord and tenant alike. It's easy to bring them into a home and expensive to get them out. I understand why landlords don't want to pay for the treatment of any pest, especially bed bugs. It can be horrifyingly expensive.

But this proposed change to 704.07(3)(b) could have unintended consequences. It establishes the tenant's liability for the cost of pest treatment, and therefore some tenants will choose not to report the infestation, fearing they might be evicted because they can't pay for the cost of the treatment. Instead they'll turn to self-help treatments that aren't effective and can even make the problem worse. I've talked to tenants who have been in this situation. This isn't good for the tenant, the landlord, or the building. The earlier an infestation is discovered and reported, the cheaper it is to treat it.

Any legislation about controlling pests in multi-unit rental housing should be less concerned with establishing fault and more concerned with eradicating the infestation. This is especially true of bed bugs. It's difficult to pinpoint the source of an infestation once it has spread to several units, and all parties—landlord, tenant, and pest control professional—need to cooperate with each other to get the problem solved. Tenants need to report the problem as soon as possible and follow the exterminator's instructions. Landlords need to act quickly when a tenant reports an infestation and get the exterminator in there.

I'm not saying tenants should never pay for treatment, but it should really be a burden that landlords and tenants share together.

The second component of good pest control legislation should be education. Tenants and landlords need to learn the best practices for preventing an infestation, and to learn how to recognize the early signs of one. As I said, it's easier and cheaper to get rid of bed bugs before the infestation has gotten out of hand. That's why I object to Section 2 of AB183: cities with bed bug problems should be able to require landlords to give all new tenants information on keeping bed bugs out of their homes, though I certainly wouldn't object if there were a statewide requirement for educating tenants about dealing with bed bugs.

I encourage this committee to remove Section 12 of this bill, and maybe later on in this legislative session someone could introduce a bill that deals specifically with bed bugs in rental housing. You should look at the work already done by other state legislatures, specifically Maine, New Hampshire, and Connecticut.* All three states have crafted legislation with the help of landlord organizations as well as tenants' rights advocates. Using these three pieces of legislation as a template, you could make sure that bed bugs stay a minor nuisance in Wisconsin, instead of letting them develop into a major problem the way they have in states like New York and Ohio.

*Maine Statute 6021-A passed in 2010. New Hampshire HB482 and Connecticut SB952 are bills working their way through the current legislative sessions.

122 W. Washington Avenue
Suite 300
Madison, Wisconsin 53703-2715

608/267-2380
800/991-5502
Fax: 608/267-0645

E-mail: league@lwm-info.org
www.lwm-info.org

To: Assembly Committee on Housing and Real Estate

From: Curt Witynski, Assistant Director, League of Wisconsin Municipalities

Date: May 2, 2013

Re: AB 183

The League of Wisconsin Municipalities has concerns about AB 183 as we do about any legislation limiting or restricting municipal powers of regulation. However, given that the bill was introduced on April 30, our Board of Directors has not had an opportunity to formulate a position for or against the bill.

We question the Legislature's need to move so quickly on AB 183 and request that the committee not take executive action until after our members have had an opportunity to analyze the bill's impact on municipalities.

Once our Board of Directors takes a position on the bill, which should be within ten days, we will inform committee members.

HEUER LAW OFFICES, S.C.
ATTORNEYS AT LAW
9312 W. NATIONAL AVE.
WEST ALLIS, WISCONSIN 53227

JOHN M. HEUER
KIRSTEN FAGERLAND PEZEWSKI
JONATHAN D. MCCOLLISTER

TELEPHONE 414/224-3500
FAX 414/224-3510

JENNIFER L. ANDERSON
JAMES E. SNODGRASS
GARY D. KOCH
BRYAN M. BECKER

Ladies and gentlemen of the Committee, my name is Kirsten Fagerland Pezewski. I am attorney in the State of Wisconsin with a private practice, and have handled landlord-tenant matters for over 15 years, primarily on behalf of landlords. I became aware of this bill from Representative Duey Stroebel, who I have represented in landlord-tenant matters for several years.

I am testifying on behalf of this bill because the changes which were implemented to the landlord-tenant code in 2012 need important revision to clarify legislative intent and prevent application of clearly residential provisions to commercial tenancies. In addition, the changes address issues which are otherwise given differing interpretations in courts, and leave landlords and tenants uncertain as to the requirements of the law.

This bill provides many welcome proposed changes to the law. For instance, it removes the portions of the 2012 amendments which were burdensome (requiring landlords to provide itemized descriptions of unit condition and requiring tenants to fully sign each NONSTANDARD RENTAL PROVISION) and contradictory to federal law (voiding leases which prohibit illegal activity – which would include HUD model leases for subsidized housing).

I am almost uniformly in support of the proposed changes, with the exception of the proposed change to §799.05(3)(b), reducing the time for the return dates for eviction actions from between 8 days and 30 days to between 8 days and 14 days (the introduction to the bill says 20 days, however the bill's text says 14 days). Fourteen days is simply too short and removes flexibility in scheduling and additional time to secure service with the required due diligence. The courts set those days and times upon which evictions will be held; it is the plaintiff's responsibility (unless the court assigns the court date, which rarely happens in my experience practicing throughout southeastern Wisconsin) to insert the return date into the summons. Since the landlord (the plaintiff in an eviction action) chooses the return date, there is no advantage to limiting the time to 14 days—the landlord may choose an earlier date if he wishes. Prior to the return date, it is the plaintiff's responsibility to get the summons and complaint filed and served in enough time, and this makes compliance and scheduling more difficult. There does not appear to be any advantage, either to the landlord or the tenant, to implement this change.

Although I broadly support the proposed changes, I would like to offer the following comments with regard to potential gaps, issues or ambiguities:

Section 2. 66.0104 (2)(d)

The purpose of Section 66.01.0104(2)(d) appears to be completely prohibiting any governmental entity but the state and federal governments from imposing requirements upon landlords beyond state and federal law. This is a worthy change, since with the existing state and federal laws pertaining to landlord-tenant law, there is a lot of regulation with which to harmonize and comply. Ordinances are difficult to find, and landlords can be subject to many different sets of ordinances across different buildings.

An earlier draft of this provision included language also prohibiting municipalities and counties from requiring any provisions in rental agreements not required by state or federal law. Without such language, municipalities and counties may continue to enact the kinds of ordinances that the statute means to prohibit by requiring landlords to include the information in the lease documents as opposed to "distributing" or "communicating" the information.

Section 9. Section 704.05(5)(a)1

This amendment affects the recently amended statutory section allowing landlords to treat property left after a tenant "removes" from a unit as abandoned. The proposed change now extends the "abandoned" property to include property left after a tenant is evicted as well. **However, what is "evicted"?** If the language is to read "If a tenant removes from or is evicted from the premises and leaves personal property, the landlord may presume, in the absence of a written agreement between the landlord and the tenant to the contrary, that the tenant has abandoned the personal property…" Is "evicted" considered to be the issuance of a judgment of eviction or writ of restitution? Or is "evicted" considered to be when the writ of restitution has somehow been processed by the sheriff's department? Or when the landlord changes the locks? How will unrepresented landlords and tenants, in looking for guidance as to how to act, understand this section?

The more complicated difference between "evicted" and "removed" in this section is that when tenants "remove" from the premises, the tenant has intent to leave and opportunity to take and preserve personal property. (I'm gone, I left this stuff behind me, it's junk and I'm abandoning it). When a tenant is "evicted" the tenant is caught in the legal process, and may not have had the opportunity to consciously decide what possessions are junk and what have value, and may not know when that decision has to be made.

Section 15. 704.28(4)(b)

This change further defines the trigger dates for return of the tenant's security deposit. However, the paragraph discusses the timing of the "date upon which the tenant's rental agreement terminates". The language of the amendment seems to imply that the date is to be the contractual ending date of the parties' lease agreement. However, this section could be held to be ambiguous because eviction notices (for example, five-day notices terminating tenancy) also terminate the tenancy, leaving open confusion as to whether the "date upon which the tenant's rental agreement terminates" is the end of the contract or the end of the tenancy. While it should be clear from the text of the proposed statute that legislature meant the end of the rental agreement because that's what it says, leaving this potential ambiguity leaves courts with an opening to penalize landlords by construing the statute to mean the end of the tenancy.

Since the tenancy is terminated before the eviction is commenced, it could be argued that the rental agreement ALSO terminates at the time the tenancy is terminated, NOT when the lease/agreement would have terminated but for the tenant's breach.

Perhaps language of "the date on which the rental agreement would have terminated but for the tenant's breach" instead of "the date on which the tenant's rental agreement terminates" would assuage these concerns.

Section 18. 704.44(9)

This change not only makes logical sense, but it removes what had become an absurdity in the law. For example, HUD Section 8 site-based housing projects are required to use a HUD model lease, which contains HUD approved language regarding the termination of tenancy for various types of criminal behavior. Without this change, it is difficult if not impossible to harmonize the requirements of HUD with the way this law is currently written. If we extrapolate from the existence of these provisions in the HUD model leases the fact that it is necessary for communities to have the ability to be drug- and violence-free and that it is not only legal but necessary to provide landlords with the tools to deal with such criminal behavior, it is similarly necessary to provide that same measure of control to Wisconsin landlords. Furthermore, it is absurd to prohibit landlords from being able to deal with tenants who are involved in criminal behavior on the property. For example, tenants that are using the property as a drug house cannot be allowed to continue with such behavior without fear of recourse, especially since landlords can be cited by police agencies for nuisance violations that landlords allow to continue. For another example from a recent case in Milwaukee County, it is similarly absurd to prevent a landlord from being able to evict a tenant that broke into another tenant's vehicle and found and stole a firearm. It is unfortunately true that the criminal behavior of tenants, which doesn't rise to the level of abuse required by Section 704.16, Termination of Tenancy for imminent threat of serious physical harm; changing locks (which is quite exacting and properly requires specific injunction orders, etc.), can still be terrifying to other tenants and can affect an entire apartment community. If the purpose of the provision is to protect crime victims from being evicted, that circumstance is provided for in (1) the provisions already protecting victims of violence from eviction and (2) the discrimination laws which prohibit landlords from taking action against the victims of discrimination by retaliating against the victims.

See attached excerpt from "MODEL LEASE FOR SUBSIDIZED PROGRAMS", Form HUD-90105a, from HUD Handbook 4350.3 Occupancy Requirements of Subsidized Multifamily Housing Programs, which states, in addition to other provisions, that a landlord may terminate the rental agreement for tenant's failure to carry out obligations under any State Landlord and Tenant Act, for drug-related criminal activity, and criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenants control that threatens health, safety and the right to peaceful enjoyment.

Section 20. 799.05(3)(b)

The introductory language to the Bill indicates that an eviction action is returnable within 20 days of the filing, yet the actual proposed statutory language requires the return date be within 14 days (reduced from 30)! Landlords regularly file eviction actions with return dates MORE than 14 days from filing, and need this flexibility to accommodate scheduling in counties in which evictions are held only once per week (for example Waukesha, Racine, Sheboygan and Washington Counties), or only semi-monthly (for example Ozaukee County). Even a 20-day time period could also be potentially problematic in counties which have eviction return dates on a less-than-daily basis. Is the change even necessary? We have not had any issues with having to wait too long for a court date. We have, however, experienced courts "capping" the numbers of files that the court will accept for return dates, and do not anticipate that the courts will change this procedure—therefore, plaintiffs who show up at the courthouse with

summons and complaint in hand finding that the next court date is already full, may have to re-do their pleadings and return to the courthouse at a later date to comply with the time constraints.

What is the concern that this proposal is trying to rectify? Fourteen days is onerous, we would not even recommend 20.

Section 27. 799.42

The amendment appears to require that both the summons and complaint shall now be published if there is to be service by publication? **Is this the intention of the statute? If so, this should be made absolutely clear since it will be a major procedural change and have a more stringent procedural requirement than large claim/civil matters. This will substantially increase costs to plaintiff, and after entry of judgment, to the defendants**

Since the amendment removes language limiting the service of the complaint to personal and substituted service, and also changes the cross-reference to services under s. 799.12 (which includes publication at ¶4-¶6), whereas the section formerly only cross-references s. 799.12(1), it would appear that the complaint must then also be published. However, this appears to contradict Ch. 801, Commencement of Action and Venue, which specifically applies to small claims procedure pursuant to s. 799.12(1) except as is otherwise provided in Ch. 799. Why should the small claims complaints be required to be published, when the large claim-civil complaints are not?

Thank you, I am happy to answer any questions.

23. Termination of Tenancy:

a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.

b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.

c. The Landlord may terminate this Agreement for the following reasons:

1. the Tenant's material noncompliance with the terms of this Agreement;

2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

4. determination made by the Landlord that a household member is illegally using a drug;

5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or

(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

8. if the tenant is violating a condition of probation or parole under Federal or State law;

9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

d. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-

delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

WISCONSIN HOUSING ALLIANCE
THE VOICE OF FACTORY-BUILT HOUSING

258 Corporate Drive
Suite 200C
Madison, WI 53714

PHONE (608) 255-3131
FAX (608) 255-5595
EMAIL Ross@housingalliance.us
WEB SITE www.housingalliance.us

May 2, 2013

Assembly Committee on Housing

Testimony of Ross Kinzler, Executive Director on AB 183

I want to thank the Committee and in particular Chairman Murtha for this hearing. We appear today in SUPPORT of AB 183.

The bill has numerous provisions that make it good public policy. Others will discuss various provisions; I will focus on just a few to avoid repetition.

1. Uniformity – The bill continues the efforts from last session to make landlord tenant law more uniform statewide. A landlord with properties in multiple jurisdictions will not need separate leases, documents and notices to comply with the law. Madison based tenant groups may complain, but if notices Ad nauseam is a good idea then bring those proposed notices in front of this body.

2. Parking Enforcement – Police resources can be better utilized than enforcing trespass parking in private parking lots. The language in the bill is similar to provisions in Illinois, Florida and Texas. The exception is that those states have more details in the statutes. AB 183 provides for the DOT to adopt the fine print.

The concept is that the landlord could post their parking area. A trespass parker's vehicle could only be removed by a towing service at the request of the property owner or a traffic officer. Notice to the car owner of which towing service was used, the cost of the tow and where the car is located would be required.

3. Civil Immunity – Under current law, an employer can give another employer an employee reference without fear of litigation because the law provides civil immunity. As long as the reference is truthful, that reference is protected. AB 183 expands that to landlord references. Landlords should be encouraged to share references. This is good for landlords and tenants – unless you're a really bad tenant.

4. Act 143 Errors – Last session's bill unfortunately had some unintended consequences such as prohibiting drug free and crime free lease addendums. AB 183 repeals that section. Also, the check-in information sheet provision has been streamlined to focus on its prime mission – a tool for tenant to notify the landlord on property defects.

5. Other Provisions – The bill affects property left behind both before and after an eviction, damage by tenants of the premises, security deposit returns, and permitting members to represent a LLC in small claims court.

All of these provisions deserve your support and we encourage a passage recommendation.

WISCONSIN **REALTORS®** ASSOCIATION

May 2, 2013

TO: Assembly Committee on Housing & Real Estate

FROM: Joe Murray
Director of Political and Governmental Affairs

RE: AB 183

The Wisconsin REALTORS Association (WRA) supports AB 183, legislation related to landlord-tenant law. The provisions contained in AB 183 reflect legislative priorities of the WRA for the 2013-14 session.

Highlights

1. **Restore the ability of a tenant to initial or sign Nonstandard Rental Provisions**. Wis. Stat. § 704.28 (2) currently requires tenants to sign Nonstandard Rental Provisions authorizing withholding from the security deposit. This modification would permit the tenant to sign or initial. This simplifies the process and provides the same notification requirements to tenants.

2. **Modify Wis. Stat. § 704.08 Information check-in sheet**. Title the section check-in sheet, remove the references to standardized information and streamline the focus of the check-in sheet to its primary purpose: a tool for tenants to notify the landlord on maintenance issues that need attention.

3. **Limit Wis. Stat. § 704.28 to residential transactions only**. The language will now state a clear limitation to residential tenancies and will no longer apply to all tenancies, an unintended consequence of the previous bill.

4. **Modify Wis. Stat. § 704.07 (s)(b)1, disclosure of code violations**. Currently the statute requires the landlord to disclose code violations if the landlord has "actual knowledge" of the violation. Remove the "actual knowledge" terminology and replace with "received written notice of the violation from a local housing code enforcement agency."

5. **Create a civil liability for landlord references**. Similar to Wis. Stat. § 895.487 regarding employment references, this provision would provide civil immunity for landlord references. References must be truthful to be protected.

6. **Towing vehicles illegally parked in posted area**. Some municipalities require a landlord to notify the owner of a vehicle before the landlord tows the car. The modification to Wis. Stat. § 349.13(3m) would allow a landlord to tow a vehicle that is not authorized to park on a private street, private parking lot, or facility as long as there was proper posting clearly visible that it is private parking and that the non-authorized vehicles can be immediately towed. This provision is similar to the law in Illinois, Florida and Texas.

We urge the Committee to support AB 183.

4801 Forest Run Rd. Madison, WI 53704 **ph:** 608.241.2047 | 800.279.1972 **fax:** 608.241.2901 **e-mail:** wra@wra.org **web:** wra.org

Hello Chair Murtha, members of the committee,

My name is Dylan Jambrek, a lifelong renter, and the Government Relations Director of United Council of UW Students, the nonpartisan statewide student association representing the students of the UW System.

I'm here to urge this body to slow down the process on AB 183 as it presents serious concerns for the financial and physical wellbeing of renters in this state, many of whom are students.

Chief among our concerns that will affect renters statewide is a provision that would no longer require landlords to inform tenants of known building code violations unless a building inspector has actually cited them. Such easy to know requirements will no longer be required to be noticed to prospective tenants like hot & cold water being unavailable, electrical systems that present a fire risk, toilets being unusable, and structural concerns that provide an unreasonable risk of injury. Building inspections can often be few & far between and do not always provide adequate protections. Why should a landlord, who knows that there are safety code violations in a home, not be required to inform a tenant? This should be a fundamental expectation of those who provide homes to tenants.

Another provision places the initial blame & costs for an insect infestation in a home on tenants, even though many insect infestations are due to structural issues or a lack of protections or inspections with the home, and have nothing to do with the actions of renters.

This bill is also an undue intrusion into the principle of local control as it prohibits actions taken by municipalities. It should be

common sense to suggest that perhaps the needs of renters in Milwaukee, Wisconsin may be different from those who live in a rental in Menomonie, Wisconsin. A one size fits all standard on this issue does not make sense. This bill quite literally amends and weakens the home rule section of the statute and weakens the right of local communities to govern themselves.

If this bill, as its authors state in the co-sponsorship memo, is to "provide consistency for tenants and makes it easier to ensure consumer protections are provided," and not as a piece of legislation designed to favor an industry at the expense of its customers, it would be appropriate to slow this bill down. The circulation memo was sent on Monday, and already here we are on Thursday at the bill's public hearing. While I'm all for efficient government, this issue is not an emergency, and this bill must be slowed down to adequately provide input from home owners, tenants, city attorneys, and consumer advocates.

Without more time for input from stakeholders in public and private settings, this bill represents an unnecessary erosion of the protections many renters and the students I represent rely on. I urge you to take time to fully consider this bill's effects, and should it go unchanged, to vote no. Thank you.

COUNTY OF KENOSHA

OFFICE OF THE SHERIFF

David G. Beth
Sheriff
1000 55th Street
Kenosha, WI 53140
(262) 605-5100
Fax: (262) 605-5130

2012 Process Eviction Statistics

Yearly Totals

Moves (based on Court Ordered Writ)	228
Deputy standby time	525.75 hours
Deputies needed for standby (2 Deputies)	215 Moves
Deputy needed for standby (1 Deputy)	20 Moves
Deputies wages paid for standby time	$26,995.70
Movers fees	$130,543.00
Other costs (towing, animal control, lock smith)	$2,761.50
Writs (evictions) received from the Court	611

Note: A few moves resulted in multiple days

Total Costs (wages, fees, and other costs)	$160,300.20

Calendar Yearly Totals

Number of calendar days for the Process Unit	251
Number of calendar days which consisted of a move	184

Estimation of Property Not Recovered After a Move

Provided by Mover (only an estimation)	80 to 90 percent

Bill DeGroot

From: Bill DeGroot
Sent: Wednesday, May 01, 2013 4:16 PM
To: Bill Beth
Subject: Act 183

Greetings Representative Kerkman,

I wish to offer a few concerns from my point of view as a deputy who regularly performs evictions. I have participated in hundreds of evictions over the past 3.5 years.

I read through Act 183 section 799.45. I read some areas of the proposed statute that caused me to question as to how to proceed. The areas I am referring to are 799.45(3m) and 799.45(3)(b).

I wish to offer my concerns by line items. First in 799.45(3m) line 15 starting with the portion that is stricken and ending on line 21. The exact stricken language is "The Sheriff may prevent the plaintiff or the plaintiff's agent from removing property under this paragraph if the plaintiff or the plaintiff's agent fails to exercise ordinary care in the removal and handling of the property." I do not see any confusion with the other language. The confusion would be based on if the plaintiff or their agent requested the Sheriff to supervise the removal and handling of the property. If ordinary care is not used by the plaintiff or their agent it limits the Sheriff from any recourse to prevent any irresponsible acts. Where as if the plaintiff or their agent did not use the expected care we could stop them preventing any future damage and contract with a private moving company to preserve the value of the property. The reason I were to bring this up is because I have experienced landlords who do not believe in taking care of the former tenants property just because they are now evicted. **Concern with this section: Sheriff can be requested to supervise, but has no recourse to take action during that supervision if ordinary care is not used because the language has been stricken.**

Second in 799.45(3)(b) the language in line 5 and continuing to line 6 speaking about "the property removed from such premises under this subsection". I have read and reread that subsection but it does not direct the Sheriff to any particular area of the statute except for the exception in par. (C) which speaks of property without monetary value. I am assuming it is to mean when the Sheriff has removed the property in absence of the plaintiff or their agent enacting their option as to 799.45(3m) Alternative Disposition of Property by Plaintiff. My suggestion would be to remove "under this subsection" and put in its place "under 799.45(2)(b)". 799.45(2)(b) is the direction to the Sheriff to remove the property. In addition the way it is currently written sounds like it would apply to if the plaintiff or their agent were to remove and store as listed in 799.45(3m) starting on line 11 and continuing to line 12. **Concern with this section: Sheriff is not directed to specific statutes regarding moving. Remedy is to direct Sheriff to statutes listed above.**

Deputy Bill De Groot #170
Kenosha County Sheriff's Dept.
Civil Process Division
1000 - 55th Street
Kenosha, WI 53140
Main: (262)605-5100 Fax: (262)605-5197
Bill.DeGroot@kenoshacounty.org

APARTMENT ASSOCIATION
South Central Wisconsin

702 North High Point Road, Suite 203 • Madison, WI 53717
608-826-6226 • Fax 608-826-6236 • www.aascw.org

May 2, 2013

To: Members of the Assembly Committee on Housing and Real Estate

Re: AB 183

The Apartment Association of South Central Wisconsin urges you to support Assembly Bill 183.

The approximately 1,000 rental property owners we represent and work with own and manage tens of thousands of residential rental properties throughout Wisconsin.

Our members are housing providers who strive to offer well managed housing that contributes to the quality housing opportunities and vital tax base resources to meet the needs of Wisconsin's communities. Ranging from large apartment communities to mom and pop owners of conventional, student, affordable, for profit, nonprofit, rural, urban, transitional and public housing—our members fulfill diverse housing needs statewide.

We support AB 183 because it updates, clarifies and standardizes Wisconsin landlord/tenant laws for all parties and we believe consistency is needed for consumers and property owners. We also support reforms in AB 183 that create fairness in housing regulations, reduce unnecessary regulations, all helping to lower the cost of housing for thousands of Wisconsin residents.

We support the right of private property owners to post their property and have unauthorized vehicles towed at the owner's expense...citizens owning rural fields, woodland trails, urban single family homes and multifamily parking areas, and public safety budgets will all benefit from the changes in this bill because it provides clear, straight forward relief for residents and property owners to deal with the issue of unauthorized vehicles on private property.

Our members strongly support the fairness in housing statutes created in 66.104 (2) (a), (2) (d), and (3) which prevent regulation that discriminates against residential rental housing and the tenants who pay the increased costs these regulations cause. Housing regulations should be uniform, not varied based on ownership status of the resident.

Today municipalities and counties throughout the state have their own websites to post their local ordinances for residents and ensure information on permitting, events and regulations are up to date. We believe it is excessive regulation, unnecessary and unfair to require one segment of housing to have to communicate voter registration information, pamphlets on local regulations, include language in leases between private parties that is not statewide. We also believe requiring the landlords to provide information already available in public records and assessor databases, and charging the property owners a fee to provide this information is unnecessary, over regulation that drives up the cost of housing, unfairly to the rental property owner and the tenant. We are seeing cases in

municipal court where the owner is required in Madison to provide two telephone numbers, requiring small owners to purchase a second phone line or cell phone to comply, excessive requirements for two contacts from residential rental property owners who are at minimum 50% mom and pop landlords; and bail bond schedules allowing local government to fine only rental housing owners hundreds to thousands of dollars in fines for not providing information that is available in public records.

We strongly support Section One of this bill, which prohibits local regulations that limit tenant responsibility for damages, expenses and fees the tenant is responsible for under the rental agreement or applicable law. This language clarifies responsibility for damages within state guidelines, easy for all parties to understand and use consistently and permits due process in our courts.

We believe the changes in disposal of personal property with alternative notice to the sheriff for disposal of abandoned personal property is an important and needed change to clarify the process when a service of a writ is necessary in eviction actions. It's important to note from the time an eviction is granted by the court, in counties throughout our state, there is a two – nine day period of time in which the tenant is aware the eviction has been granted and they are responsible to move their personal property from the premises.

And recognizing small claims court is intended to make our courts easy to access, we support changes in Section 21 and 25 to permit a member or authorized employee of the person, the agent of the person, employee of the agent to represent the owner in eviction actions. We support changes to the eviction process to establish time limits that reduces delay, and the changes that provide for owners can accept rent or other payments, such as parking fees, without having an eviction dismissed.

You will likely hear today that many landlord/tenant ordinances will not disappear... to clarify some of this misinformation DATCP already regulates disclosure of conditions that create risk of personal injury and code violations. Local ordinances regulating security deposits became void in December 2011, and need to be updated on the Madison website. Information landlords are required to include in leases by existing local ordinance should be communicated by the local government... such as rent abatement, parking permitting, zoning information...this type of information will remain available to tenants and all residents through the municipal website. AASCW supported chronic nuisance ordinances and fire safety ordinances in several communities in southern Wisconsin. We continue to support these public safety ordinances and note Madison's smoke alarm ordinance and chronic nuisance ordinance both fairly regulate all forms of residential property, owner occupied and rental housing. And lastly, Wisconsin has an indoor smoking ban, in effect since July 2010 that prohibits smoking in common areas of multiple-unit residential properties.

As an association of rental housing providers of diverse properties throughout our state, we strongly support the statewide consistency in landlord/tenant laws this bill provides, and urge you to pass this bill.

Nancy Jensen
Executive Director
Apartment Association South Central WI

From: David Brittain [mailto:david.brittain@moves.net]
Sent: Tuesday, May 07, 2013 12:38 PM
To: Rep.Bewley
Subject: Asssembly Bill 183

Dear Representative Brewly:

I have a unique perspective regarding this bill and I think you need to hear my viewpoint.

Our company has been doing evictions for over 40 years . We have worked with the Milwaukee Sheriff's Department, the Racine Sheriff's Department and many other departments around the state.

This bill would allow for landlords to do their own eviction with or without the assistance of the local sheriff's department.

This bill is a bad idea for the simple reason that it will create an extremely volatile situation between the landlord and tenant. Such disputes will no doubt lead to intense conflict that will have to be managed by either the local sheriff department or police department not to mention the abuse of the law by bad landlords regarding the personal properties of the tenant.

Law enforcement agencies are maxed out as it, is especially in Milwaukee County. I don't think the law enforcement agencies want to referee theses disputes.

Thanks for your help.

David Brittain
Vice President
Eagle Movers
929 W. Bruce St.
Milwaukee, WI 53204
414-727-3240 direct phone
414-774-5100 fax
www.moves.net

david.brittain@moves.net