



Kenosha Landlord Association

A Local Chapter of the Wisconsin Apartment Association

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DISCLAIMER: The Kenosha Landlord Association publishes this newsletter to create awareness of issues relating to the rental housing industry. Information is compiled from a variety of sources and the views and concerns expressed by the contributors do not necessarily reflect those of the editor or the Association. When necessary, we suggest you consult an attorney.

PRACTICED AT THE ART OF DECEPTION

Kim McGrigg gives a tenant advice that all landlords might want to pay heed to. In a column published Sunday, May 15, 2011, in various newspapers across the country, Ms. McGrigg advises a tenant whose credit has “tanked” to avoid trying to rent from apartment complexes because of the “prescreening policies in place.” Instead, this tenant might not “try to rent from an individual who may not have the same prescreening policies” as those apartment complexes. That, of course, is code for private landlords who screen their tenants superficially or not at all and who might even rent on “gut feeling” because they have the magical power to determine the qualification of an applicant by simply speaking to him or her.

But even those landlords who don’t screen very well or often can do some things that will rid them of the bad tenants who apply to rent. Too often rental owners don’t do the very things that are easiest and cost little or nothing when screening applicants. Real estate owners and managers can do four things to screen and eliminate applicants who are practiced at the art of deception. They cost little or no money and only a little time.

Professional bad tenants rely on fear and desperation. Landlords are afraid they will not get a vacancy filled and are desperate to get the mortgage paid this month. Bad tenants know that and use that knowledge to weasel their ways into rental properties. And they are practiced at the art of deception.



The four things we will discuss here are the rental application, verification, picture ID and meeting all adults.

The Rental Application

Every landlord who uses a rental application rather than a “give me the money and you get the keys,” needs to actually look at the application. I don’t mean after you get it back to the office and go to check references but immediately after the applicant hands it to you. You are looking for several things.

First, you are looking for empty places where writing ought to be. Most important are the following. Your applicants’ dates of birth and Social Security Numbers. Without those, your tenant-screening company can’t run a credit report. Second, you are looking to see what is in each of the fields your applicant was supposed to fill out.

What if in the field where your applicant was supposed to write his or her previous landlords’ names you find “Dick” and “Mary,” and in the spot where you should see those landlords’ phone numbers you see “don’t remember?”

Third, you are reading the application to see that you can actually make out what your applicant wrote. Not everyone’s handwriting is clear and legible. And sometimes, even if it is, he or she might have scratched out something and written the correct information directly above it, in tiny letters that run together. That is just as much of a problem as blank spaces and “don’t remembers.”

Some applicants will act as if it’s your fault that they gave you an incomplete application. You might hear such responses as “well, I don’t remember his phone number or when I lived there exactly. What can I do?” The first thing they can do is take the application back and fill it out to your satisfaction. You are in charge here, not them. You decide when an application is acceptable to you, not them. You are the one who decides who is an acceptable applicant, not them.

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PRACTICED AT THE ART OF DECEPTION

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You can't make that decision effectively or even realistically if you can't check the information on the application.

That means if the application is not filled out to your satisfaction, hand it back to your applicant(s) and tell him, her or them that you cannot process the application until it is filled out completely, no blank spaces. As soon as you get the completely filled-out application back, you will process it, unless, of course, another application that is completely filled out comes in first. Then that application gets processed before the applicant who is standing in front of you.

There could be a number of legitimate reasons that an applicant leaves spaces on an application blank; there could also be a couple of illegitimate reasons. Possibly the applicant doesn't want you to run credit—no Social Security Number or date of birth. Possibly, he or she doesn't want you calling previous landlords, hence no landlord phone number or name. The reason is not your concern; the fact that the application is incomplete is.

Everything Verifiable

This one is truly simple. If you can't verify anything on the application, it is grounds for immediate rejection. Whether you reject or not depends on the answer you get from your applicant when you call with the question about the information you cannot verify. Possibly it is a legitimate mistake of his or her part with a phone number. Once you get the correct phone number, you may be able to verify the information.

One thing you will want to do is verify using the applicant's Social Security Number. You can do what is known as a "Social Search" through a tenant screening company. The report shows every address ever associated with that Social Security Number. That report could show some interesting information about where your applicant has lived. Just imagine the fun you could have if the report shows your applicant living in the last few years at an address not listed on the application.

One interesting thing this report can show is if more than one person is using the Social Security Number. If you discover that is the case, your applicant has some explaining to do. Social Security Numbers are unique to the individual. More than one person cannot have the same number. If it were possible to give the same number to more than one person, how could each of those people pay taxes? How could each of those people collect Social Security at retirement? How



could each of those people have his or her own credit report?

More interesting things about the Social Search is that it verifies that the Social Security Number is within the valid range, shows any other names the owner of the number has used, shows the date and state where the number was issued, and may provide names of previous employers. The other obvious things to verify include employment and the ownership of the previous properties where your applicant has lived. Match the phone number of the employer listed on the application with that you find in the phone book. If they are different, your applicant has more explaining to do. Likewise with the phone number of the previous landlords.

One easy way to verify landlords' phone numbers is to look up on county tax records who

owns the property where your applicant lived. You will get an owner's name and address. From there you can probably get a telephone number. Even if the owner's phone is unlisted, often you can tell if the phone number's prefix matches the area of town where the owner lives.

If the previous landlord was an apartment complex, that is a piece of cake. Apartment building phone numbers are in the phone book. Does that number match the one on the application?

Picture ID from All Adults Picture ID usually is a driver's license. You need to see that or some other acceptable picture ID. If your applicant says he or she doesn't have a driver's license "with me," how did he drive to see the property?

What you are looking for, other than the obvious that the picture looks somewhat like your applicant, is the address. Does the address on the driver's license match that on the application? If it doesn't, why not? Now

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PRACTICED AT THE ART OF DECEPTION

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turn the driver's license over. Some states don't issue a brand-new driver's license when someone moves, but rather send a sticker that goes on the back of the license. If your state does that, check the address. Does that address appear on the application? If not, your applicant has some explaining to do.

Meet Every Adult Moving into the Property

Sometimes she is going to "take the application home and have my husband fill it out." That's fine as long as her husband comes back with the completed application and picture ID.

You need to physically meet every adult who will be occupying the property with one exception, a spouse who is deployed overseas in the military. In that case, the applicant should have sufficient evidence of his or her spouse's military service. Obviously, you will want to know when the missing spouse will be returning so you can come over and welcome him or her back.

Common sense rules here. You will most likely want to use that when deciding if you need to meet the missing prospective tenant.

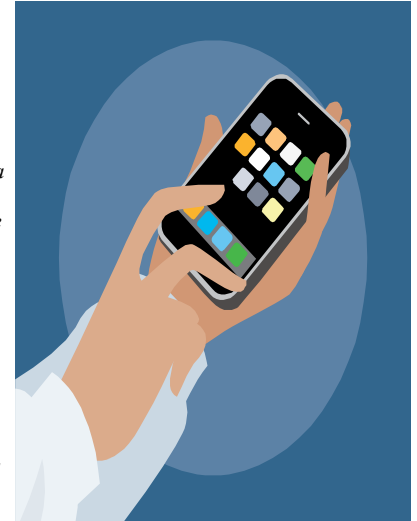
What can well happen if you don't meet all adults when they move in is that you could go knocking on the unit's door next month and someone answers wanting to know who you are? When asked the same question, the answer could be "I am the tenant." Whether that is true or not is open to debate since you never met every adult who was moving in.

To ensure that your properties remain great places to live, we all need to do effective screening. The basics are just those four things we looked at. They are free except for the Social Search, which costs \$5.00 or less.

Bad tenants are practiced at the art of deception. They have more than likely deceived several landlords in the past, landlords who rent on "gut feeling" and who can tell good or bad tenants just by talking to them. Amazing! The deceptions that these bad tenants have practiced have worked all too well in the past because of minimal or nonexistent

screening.

May 1st, 2011 - www.rentalpropertyreporter.com
Some 30 years ago Bob Cain went to a no-money-down seminar and got the notion that owning rental property would be just the best idea there is for making money. He bought some. Trouble was, what he learned at the seminar didn't tell him how to make money on his rental property. He went looking for help in the form of a magazine or newsletter about the business. He couldn't find any. Always ready to jump at a great idea, he decided he could put his speaking and writing skills to work and perform a valuable service for other investors who needed more information about property management. So Bob ferreted out the secrets, tricks and techniques of property management wherever he found them; then he passed them along to other landlords. For over 25 years now, Bob has been publishing information, giving speeches, putting on seminars and workshops, and consulting for landlords on how to buy, rent and manage property more effectively.



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Due Diligence and the 1031 TIC



By Robert L. Cain

You could make a fortune, or at least good money, without having the management hassles. You could lose every penny you invested. That's the dilemma of the 1031 TIC. The 1031 TIC is a 1031 Exchange into a Tenant in Common, an investment where you own an undivided share of an investment property. In that investment, you don't have any management hassles. All that is taken care of by the company that manages the investment property. What you lose is control of the management. That's the downside because the management company in many cases can make decisions that are not ones you would make.

A 1031 TIC has the same IRS rules as a regular 1031 Exchange, which I won't go into here because you may already know them. If you don't, go to the IRS website, specifically to www.irs.gov/instructions/i8824/ch01.html. There are also other documents explaining exchanges on the website. The difference between a simple 1031 Exchange and a 1031 TIC is that you don't buy the entire property; you buy a percentage of the property with an undivided interest.

The effect is that it's much like investing in the stock market. When you own stock, you cede all but minimal management control to a board of directors and the company management team. If the team is effective, if the company is run well, your stock makes money. If not, the stock declines in value and you lose money. Same with a 1031 TIC, only worse. You could lose everything if the property goes into foreclosure.

What we'll look at here is the due diligence we need to perform at least to increase the chances that our real estate investment

will make us money.

These exchanges can be made into three different kinds of commercial properties, office/retail, industrial, and multifamily. The return on each depends on the amount of risk an investor might face, that is, how likely the investor is to end up completely out of luck. The lowest return and thus lowest risk is multifamily. The reason is that even with some vacancies, the property will show a positive return. With retail space, depending on the number of tenants, vacancies could mean that there is little no income. And considering how difficult it can be to lease retail and office space, the vacancies could last for months and then result in the landlord having to give rent incentives to tenants further reducing the income. Likewise with industrial properties. The point is, the more tenants and units in a building, the lower the risk to the investor.

Even so, we have to choose. A retail property could be almost risk-free depending on the current tenant. But remember, major corporations rarely own their own properties because they are stuck with them if that particular location doesn't perform to the company's satisfaction. With a leased space, they can close them down leaving the landlord with an empty shell that could be difficult to rent. A case in point is Kmart. Kmart had three Tucson locations and closed two of them. The one they left open was the one where they owned the building. The other two buildings were leased.

Thus, when you have the notion of investing in a retail space such as a single-tenant property, carefully investigate the tenant or tenants in addition to the caveats I will mention later. Even with a multi-tenant retail space, look at the leases in addition to the tenants' financials to see how solid the leases are.

Snyder Kearney is a Columbia, Maryland, law firm that "keeps its friends and clients up-to-date on issues and current events relevant to alternative investments." It offers the following due diligence checklist for prospective exchange investors.

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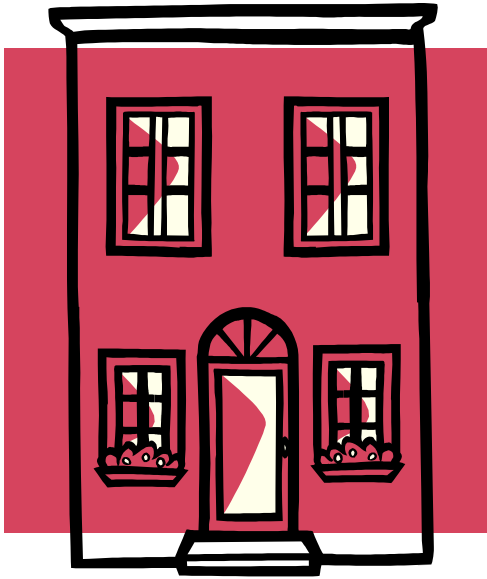
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Due Diligence and the 1031 TIC



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Offering documents:
 Private Placement Memorandum ("PPM") and appendices;
 Operative agreements:
 Tenant in Common ("TIC") purchase agreement and escrow instructions; TIC agreement; management agreement; master lease;

Loan documents: mortgage, note, guar-

On-site management interviews;
 Background investigations;
 Reference checks;
 Management and staff capability analysis;
 Review of policies and procedures;
 Financial statement review;
 Prior performance review;
 Prior performance disclosure;
 Overall performance;
 Identification of problem properties; and
 Analysis of internal controls and procedures.

If you are an experienced real estate investor, you know how to do this due diligence already because you do much of it on prospective tenants.

A 1031 TIC can be a good investment. But just like buying an investment property, due diligence is essential if we expect to actually have a positive cash flow and to turn a profit when the property is sold. The due diligence is different. With an investment property you are going to buy, due diligence includes inspection of the property, a rent survey and research on the comparable sales in the area, especially as they relate to investment properties and the income approach to valuation. With a 1031 TIC property, it's more like buying company stock. Before you jump into the promise of no more management hassles, no more holiday phone calls, and no more evictions, think about money hassles, and how much you stand to lose if you invest poorly.
www.rentalpropertyreporter.com

anty, environmental indemnity;

Tenants: current rent roll, leases, tenant financial statements, SEC filings for public company tenants, other tenant credit information;

Tax: tax opinion, representation letter, PPM disclosure;
 Third-party reports: appraisal, environmental, property condition;

Property: site visit;

Market: sales and rent comparables, area analysis;

Title: title commitment, Schedule B exception documents,

survey; and

Projections: sponsor projections in PPM, sponsor Excel or Argus file.

The exchange company will most likely offer all of these documents to prospective investors as part of the material they provide about the property they are offering. Doubt everything. Double check everything. Have a qualified real estate accountant examine the figures. Then decide.

The following appear to be some of the items that a prudent person would investigate in connection with a review of a 1031 Offering sponsor. This is the company that is putting together the 1031

Exchange and that will possibly also be the management company, though not necessarily.

Organizational structure and control;

Material contracts;

Litigation;

Regulatory compliance;



A Look Ahead At Meeting Topics:

Other Topics In Months Ahead

- Sheriff Department
- Social Media
- Legislative Day
- Update
- SB 179




Liza Thober
 Broker/Owner

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Carpet Cleaning

We are still making major changes to the website. Please check back to be sure you have the best information available. Unless something else is written in your lease, one of three new laws might change your rights.

(Note: Please go to www.tenantresourcecenter.org for color code references)

Purple text applies to leases and events as of 12/21/11 (2011 Wis. Act 10)

Orange text applies to leases and events as of 3/31/12 (2011 Wis. Act 143)

Green text applies to leases and events as of 3/1/2014 (2013 Wis. Act 76)

More information on the law changes is available here. Have your lease available when calling the Tenant Resource Center so we can help you know what your rights and remedies are, including whether you can double your costs when you sue a landlord.

Also available as a PDF (older version, new version soon) for easy printing and distribution.

The real deal with carpet cleaning

According to the Department of Agriculture, Trade and Consumer Protection, landlords CANNOT charge for routine carpet cleaning - no matter what. Even if...

your lease requires that you pay for it when you move out

your lease states that you must provide a receipt showing that you had the carpets cleaned

your lease says that you must pay for carpet cleaning when you move in
your lease says that the cost of carpet cleaning will be deducted from your security deposit

any of the above rules are listed in a "NONSTANDARD RENTAL PROVISION"

...your landlord still can't legally charge your security deposit.

Based on ATCP 134.06(3)(c) and the note that follows.

"Note: For example, a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no un-

usual damage caused by tenant abuse."

Currently the Department of Agriculture, Trade and Consumer Protection website says the following:

2013 Act 76 made several significant changes to Wisconsin's landlord-tenant laws. These changes take effect on March 1, 2014. Due to the nature of these recent changes, those from 2011 WI Act 143, and Attorney General J.B. Van Hollen's formal opinion concerning residential lease provisions related to carpet cleaning, we are revising the Wisconsin Way - A Guide for Landlords and Tenants and have removed the old version from our website.

**Information tenants
receive from the
Tenant Resource
Center in**

What can I do if the landlord is trying to make me pay for routine carpet cleaning?

Write a letter to the landlord explaining that they cannot deduct routine cleaning according to ATCP 134.06(3)(c), that there have to be damages that are beyond "normal wear and tear" in order to charge for it. ATCP code 134.06 (3)(c) states that "a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no unusual damage caused by tenant abuse." Madison General Ordinance 32.07(14) forbids withholding for routine carpet cleaning in the City of Madison. (Wis. Stat. 66.0104 (2)(b), Wis. Act 108, Sec. 1 eff. 12/21/11)

File a written complaint with the Department of Agriculture, Trade and Consumer Protection at 1-800-422-7128 or online.

File a claim in small claims court to recover an illegally withheld security deposit. You may be eligible for two to three (Wis.

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Carpet Cleaning

Continued from page 7
 Stat. 66.0104(2)(b),
 Wis. Act 108, Sec. 1
 eff. 12/21/11) times
 the amount wrongly
 withheld.

When can the landlord legally charge for carpet cleaning?
 When you damage or abuse the carpet beyond normal wear and tear. For example, the carpet requires treat-

of an impermissible basis for withholding a portion of a security deposit. My conclusion that carpet cleaning provisions are valid does not affect the prohibition against deducting carpet cleaning expenses from a tenant's security deposit as a means of enforcing such provisions. from www.tenantresourcecenter.org

ments to remove severe stains or repair damage caused by you, your guests, or your pets.
 What impact does the Attorney General's opinion have on carpet cleaning?

The attorney general's opinion is here. The attorney general was asked two questions which were answered as follows:

1. Question: Does routine carpet cleaning at the end of a tenancy fall within the landlord's duty to keep the premises "in a reasonable state of repair" as prescribed in Wis. Stat. 704.07(2)?
 Answer: No.

2. Question: Would a provision requiring the tenant to pay for professional carpet cleaning, in the absence of negligence or improper use by the tenant, render a rental agreement void under Wis. Stat. 704.44(8)?

Answer: No. Because routine carpet cleaning is not statutorily-imposed obligation of a landlord, assigning this responsibility to a tenant through a contractual provision does not render a rental agreement void.

So, even though the rental provision would not make the lease void and unenforceable under Wis. Stat. 704.44(8), it is still illegal to withhold from the security deposit. The opinion notes:

Finally, I note that the permissibility of provisions requiring tenants to arrange or pay for carpet cleaning at the termination of their tenancy does not mean that landlords can deduct carpet cleaning charges from the security deposit of a tenant who has failed to comply with such a provision. Under your agency's present rule, ATCP § 134.06(3)(c), landlords are expressly prohibited from withholding security deposits "for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law." The accompanying note cites carpet cleaning as an example



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3-1-14

Notice to Landlords and/or Bank Reps

Your walk-through will be scheduled for _____. A deputy sheriff will call you _____ business day(s) beforehand to notify you of the scheduled walk-through time. The walk-through will be limited to approximately 15-minutes.

The Procedures and Requirements – PLEASE READ

The Wisconsin State Statutes listed below are provided for your assistance. *It is your responsibility to know the content and the requirements.* If you have any questions please consult with an attorney. The Sheriff's Department cannot give any legal advice and can only instruct you as to our procedures.

Information on Landlord/Tenant rights is available on line in "The Wisconsin Way". The handout is available at the following locations: Toll-free Hotline: (800) 422-7128 Website: www.datcp.state.wi.us

Failure to follow our procedures or requirements set forth in the statutes will result in a cancelation or delay of the eviction and may cause the Writ to be returned back to the court as unsatisfied.

The Procedures listed below are required either by Wisconsin State Statutes or by the Courts.

Steps for the execution of the Writ (Eviction)

Landlords Only: When you deliver the Writ to the Sheriff's Department you **MUST** complete the form titled as "Writ of Restitution Supplement Form". The form will provide deputies with your instructions about any personal property left behind. **In absence of the form** the deputies must then require a monetary deposit to conduct a move if personal property is found. See 2013 WI Statutes 799.45 (1) and 799.45 (3m).

1. Upon receiving the Writ and required fees, a deputy will serve the defendant(s) a copy of the Writ personally or by posting the dwelling door.
 - ✓ The entrance door of the dwelling must be **CLEARLY** marked as listed in the Writ. (ie: Apt 1, Upper, Lower, etc) Access to the Dwelling must be clear of DEBRIS, SNOW, ETC.
2. At the scheduled walk-through date deputies will arrive and remain outside. They may not know who you are so please approach them and identify yourself. Deputies will then enter the dwelling and execute the Writ by evicting the defendant(s) or any occupant who is there on behalf of the defendant(s).
 - ✓ Please have a locksmith present if you do not have keys to the property.
 - ✓ A "2nd Walk-Through" may be requested **prior to entering (Step 2)** as time limits permit, for an additional fee of \$20.00. The additional Fee will be required if the plaintiff is unable to gain entry to the dwelling, cannot immediately secure the dwelling, or does not show for the scheduled walk-through.
3. **Landlords:** The "Writ of Restitution Supplement form" will determine how deputies proceed. If you elected to be responsible for the defendant's property the deputies will take no further action and the Writ will be returned back to the Court as Satisfied. If you elected to have the Sheriff's Department supervise your removal of the property **OR** if you requested the Sheriff's Department contract with a moving company to have the defendant's property removed, continue to Step 4. See 2013 WI Statute 799.45 (2) (b) or 799.45 (3) (a).
3. **Foreclosures:** If any personal property remains and the deputies decide it has **ANY** monetary value, per 2009 WI Statute 799.45(3) (C), a move will then be scheduled in accordance to 2009 WI Statute 799.45 (3).
4. The home is secured. No one, including the occupant(s), is allowed to enter unless it is to prevent damage or to prevent an emergency from occurring. **NO PROPERTY OR DEBRIS MAY BE REMOVED.** No exceptions.
 - ✓ The dwelling must be **IMMEDIATELY** secured either by changing **ALL** the locks or by other means.
5. The personal property is removed and the resident is returned back to the plaintiff. (See reverse side for Moving Fees). The Writ is returned back to the court as satisfied.

Cancellation of an Eviction

An eviction may only be cancelled if a request is made to the court that issued the Writ prior to **STEP 2** or by having the defendant(s) sign a property release waiver relinquishing rights to the personal property.

- ✓ The waiver is a form which is provided and retained by the Sheriff's Department. It must be signed in the presence of a deputy or by the staff at Sheriff's Department. **NO OTHER WAIVER MAY BE USED.**
- ✓ The person(s) signing the waiver must be the defendant(s) and possess proper identification.
- ✓ The plaintiff has the responsibility to notify the defendant(s) to make contact with the Sheriff's Department if he/she wishes to sign a waiver.

Mover's Fees

If you elect to have the Sheriff's Dept. conduct a move the Sheriff's Dept. will contract with an approved moving company. Below are the only two moving companies the Sheriff's Department currently has authorized for conducting an eviction. The Sheriff's Department has been limited to those two companies because of their availability and their willingness to move and store the property as required by State Statute.

You may request one of the moving companies below to conduct your move. The request is just preliminary in case a move is required. You, however, must notify the Sheriff's Department Process Unit of your choice **prior** to the scheduled walk-through in order to process your request. Otherwise, the moving companies will be scheduled on a rotating basis. **Please check the BOX if you wish to request a specific moving company.**

The fees are required as part of their business and cannot be negotiated by the Sheriff's Department. The Sheriff's Department can only determine if the fees are fair.



1st National Real Estate

24711 89th St. Salem, WI 53168 Phone: 262-620-0391 Fax: 800-906-5970

Per Hour - Note: 2 hour minimum. Travel time is added.	\$150.00
Fuel Surcharge - Note: East of I-94 fee waived if move last longer than 2 hours.	\$25.00
Unload Fee - Truck load (½ Truck load \$75.00)	\$150.00
Towing Fee - Per tow	\$130.00
Cancellation Fee - <u>Prior</u> to 4 hours of scheduled move. Note: Fuel Surcharge fee if they arrive on scene.	\$300.00 (\$25.00)
Cancellation Fee - <u>More</u> than 4 hours of scheduled move.	\$150.00



Otto Nelson & Sons United Van lines

6203 28th Ave Kenosha, WI 53143 Phone: 262-654-2171 Fax: 262-654-2155

Regular Time Rates: 2 hour Minimum Charge. Travel time is added.

Person(s) Per Vehicle	Per Hour	15 Minutes	30 Minutes	45 Minutes
1 Person	\$100.00	\$25.00	\$50.00	\$75.00
2 Persons	\$150.00	\$37.50	\$75.00	\$112.50
3 Persons	\$200.00	\$50.00	\$100.00	\$150.00
4 Persons	\$250.00	\$62.50	\$125.00	\$187.50
5 Persons	\$300.00	\$75.00	\$150.00	\$225.00

Overtime applied after 4:30pm weekdays, Weekends and Holidays. Rate: Additional \$25.00 per hour / per person

**Any Questions Please Call
Kenosha County Sheriff's Department - Civil Process Unit 262-605-5104**



COUNTY OF KENOSHA
OFFICE OF THE SHERIFF

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

**Writ of Restitution
Supplemental Form**

Wisconsin eviction law changed with the signing of 2013 Act 76. Landlords or their agents now are required to choose how they wish to enforce the Writ of Restitution.

Your choice must be made when you deliver the Writ of Restitution to the Sheriff's Department.

**Below are the two options you may choose. Please enter your choice below.
Please then sign and print your name.**

Landlord will take responsibility for the occupant's property: 799.45 (3m)
ALTERNATIVE DISPOSITION OF PROPERTY BY PLAINTIFF. When delivering a Writ of Restitution to the sheriff as a complete alternative to the procedure for disposition of the property under sub. (3), the plaintiff or his or her attorney or agent may notify the sheriff that the plaintiff or the plaintiff's agent will be responsible for the removal and storage or disposal of the property that is found in the premises described in the writ and that does not belong to the plaintiff in accordance with s.704.05 (5). **If the sheriff is notified that the plaintiff or the plaintiff's agent will be responsible for the removal and storage or disposal of the property under this subsection, the sheriff shall, if requested by the plaintiff or his or her agent, supervise the removal and handling of the property by the plaintiff or the plaintiff's agent.**

▪ Do you want the Sheriff's Department to supervise? **YES** **NO** (YOU MUST CIRCLE ONE)

Landlord pays for the Kenosha County Sheriff's Department to remove the occupant's property: 799.45 (3) (a) In accomplishing the removal of property from the premises described in the writ, the sheriff is authorized to engage the services of a mover or trucker unless the plaintiff notifies the sheriff under sub. (3m) that the plaintiff will remove and store or dispose of the property.

799.45 (3) (b) Except as provided in par. (c), the property removed from such premises under this subsection shall be taken to some place of safekeeping within the county selected by the sheriff.

Signature

Print Name

NONSTANDARD RENTAL PROVISIONS

CRIME FREE LEASE ADDENDUM FOR THE PROPERTY LOCATED AT:

In consideration of the execution of a lease of the dwelling unit identified in the attached lease, the Lessor (Owner or Owner's agent or representative) and Lessee/Tenant agree as follows:

1. Lessee, any member of the Lessee's household, a guest or associate (whether invited or uninvited) of the Lessee or a member of the Lessee's household, or any person in the unit or guest of the Lessee on common grounds, **shall not**:

A. Engage in or anyway be involved in any criminal activity or behavior **in or** on the property identified in the lease.

B. Engage in the unlawful manufacturing, selling, using, storing, keeping, selling or giving of a controlled substance at any location whether in, at, on or near the property.

C. Engage in any act intended to facilitate or that does facilitate criminal activity **in or** on the property or common grounds identified in the lease.

D. Cause an unreasonably high number of calls for police service including, but **not** limited to, noise complaints, barking dog complaints, stray animal complaints, juvenile complaints or other public complaints.

E. Cause an injurious situation that jeopardizes the health and safety of any citizen whether **in**, on or near the property identified in the lease.

2. Criminal activity for sections 1 and 2 are defined as any behavior or conduct that meets the definition of the following:

- A. Disorderly conduct, as defined in chapter 947 of the Wisconsin Statutes;
- B. Unlawful use of weapons, as defined in chapter 941 of the Wisconsin Statutes;
- C. Hate Crimes, as defined in chapter 939 of the Wisconsin Statutes;
- D. Discharge, use or possession of a firearm, as defined in chapters 813, 939, 940, 941, 943 and 948 of the Wisconsin Statutes;
- E. Gambling, as defined in chapter 945 of the Wisconsin Statutes;
- F. Possession, manufacture or delivery of controlled substances, as defined in chapter 961 of the Wisconsin Statutes;
- G. Assault, battery or offenses related thereto, as defined in Chapter 940 of the Wisconsin Statutes;
- H. Sexual abuse or related offenses, as defined in chapters 940 and 948 of the Wisconsin Statutes;
- I. Public indecency, as defined in chapter 944 of the Wisconsin Statutes;
- J. Prostitution, as defined in chapter 944 of the Wisconsin Statutes;
- K. Criminal damage to property, as defined in chapters 941 and 943 of the Wisconsin Statutes;
- L. Possession, cultivation, manufacture or delivery of cannabis, as defined in chapter 961 of the Wisconsin Statutes;
- M. Illegal consumption or possession of alcohol, as defined in chapter 125 of the Wisconsin Statutes;
- N. Criminal street gang activity, as defined by chapter 941 of the Wisconsin Statutes;
- O. Interfering with Law Enforcement, as defined in chapter 946 of the Wisconsin Statutes;
- P. Any other misdemeanor or felony criminal offense as described in the Wisconsin Statutes.
- Q. Any local ordinance which governs the above offenses listed in A through P.

3. NOTICE OF DOMESTIC ABUSE PROTECTION (SECTION 704.14)

Any tenant who is the victim of domestic abuse as defined under 106.50 of the Wisconsin Statute has protections from being evicted based solely upon circumstances surrounding the domestic abuse. A notice under Section 704.14 explaining the victim tenant's rights is attached as page 3 of this addendum.

4. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. Any violation of the above provisions will still be considered a violation regardless of whether or not the Tenant could not control the behavior of other occupants of the unit, could not foresee, or did not have knowledge of the violation. It is understood and agreed that a **single violation** shall constitute a Nuisance and be good cause for **IMMEDIATE termination of the lease** under the Wisconsin Statutes. Unless otherwise provided by law, proof of the violation **shall not require a criminal conviction**, but shall be by preponderance of the credible evidence can be determined by but not limited to a police report, police citations, information received from the police department or a police officer, or any observations made by the landlord or his agent.

5. Tenant consents to venue in any justice/court/ precinct with the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by Owner against Tenant.

6. Tenant agrees that service of process of any legal proceeding, including but not limited to, an eviction or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purpose of providing legal service and conferring personal jurisdiction upon any Wisconsin court as to any tenant, co-signer, occupant or guarantor may reside at a different location other than the property address describe in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Wisconsin law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial case.

7. In case of conflict between the provisions of the addendum and any other provisions of the leases, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner/Lessor and Tenant/Lessee.

Dated: _____

Lessee's Signature

Lessor's Signature

Lessee's Signature

NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in section 106.50 (5m)(dm) of the Wisconsin Statutes, a tenant has a defense to an eviction action if the tenant can prove that the Landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

- (a) A person who was not the tenant's invited guest.
- (b) A person who was not the tenant's invited guest but the tenant has done either of the following:
 - 1. Sought an Injunction barring the person from the premises.
 - 2. Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

Dated: _____

Receipt of Notice for Tenant Acknowledge by _____

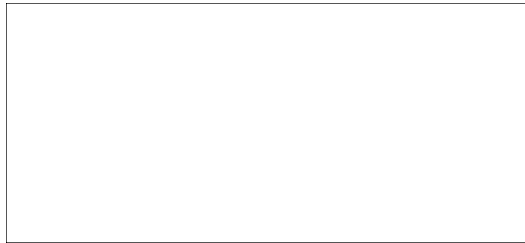


Kenosha Landlord Association

P.O. Box 1505

Kenosha, Wisconsin 53141

RETURN SERVICE REQUESTED



Next Meeting

VFW

6618-39th Ave

On our regular
3rd Wednesday the month

March 19, 2014
7:00 P.M. for meeting

Appetizers & Networking at 6:30 pm Meeting will start at 7 pm

***Keith Olsen
Emergency Fire
& Restoration***

***Learn insights to help save
you time & money***

www.kenoshalandlordassociation.ws

Free Food Or Snacks Provided At Meetings