



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.

The New Landlord/Tenant Law: Dispelling the Ugly Rumors

By: *Debbi Conrad*

The new landlord/tenant and eviction measures contained in 2013 Wis. Act 76, which for the most part does not go into effect until March 1, 2014, have attracted a lot of attention in the media and in the rumor mill. Misguided and exaggerated reports abound proclaiming that this legislation will be very harmful to tenants and will trample their rights. To set the record straight ...

Eviction notices will be mailed so tenants will not know they had a court date

Amendments to Wis. Stat. § 799.12 provide that any circuit court may enact a rule authorizing the use of certified mail for the service of the summons in an eviction action. Any such court rule must require certified mail with return receipt requested. Service of the summons is considered completed when it is mailed, unless the envelope enclosing the summons

has been returned opened to the clerk prior to the turn date.

Thus tenants will sign receipt for the eviction summons, or it will back to the court the tenants do accept the mail and the court will know there has been no service. Sheriff's deputies are not required to be present during an eviction



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The landlord delivers the writ of restitution ordered by the court to the sheriff and pays the applicable fees, and then the sheriff executes the writ. The sheriff always comes to remove the tenants and any other persons found at the premises. The amendments to Wis. Stat. § 799.45 allow the landlord to elect to remove the tenant's personal property and store or dispose of the property — the landlord need no longer warehouse the tenant's property. Upon notice to the sheriff, the sheriff will assist and supervise this removal and handling of the tenant's personal property.

REALTOR® practice tip: Given the volatility and unpredictability of eviction situations, the prudent landlord will have the sheriff stay on the premises to supervise the removal of tenant personal property following the eviction of the tenants.

Notice that landlords may dispose of personal property may be given the day the tenants are moving out

Landlords and property managers no longer have to store personal property left behind by tenants. Wis. Stat. § 704.05(5) provides that landlords may presume that the property that the tenants leave behind is abandoned and may dispose of it in any manner that the landlord believes to be appropriate, if and only if, the landlord first has provided written notice to the tenant. Notice must be given in the original rental agreement or a renewal and must indicate that the landlord will not store any personal property the tenant leaves behind when the tenant is

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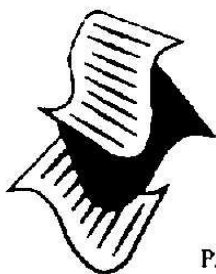
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The New Landlord/Tenant Law: Dispelling the Ugly Rumors

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removed from the premises. These notice dates would not occur on the day a tenant moves out.

Landlords can throw away a tenant's abandoned belongings

Beginning with evictions filed on March 1, 2014, the landlord no longer needs to warehouse the evicted tenant's personal property and may dispose of items left behind by placing them in the dumpster, donating them to charity, selling them or by another appropriate disposal method. The tenant or any secured party has the right to redeem the property at any time before the landlord has disposed of it or entered into a contract for its disposition, by payment of any expenses that the landlord has incurred with respect to the property. This provision does not provide that the landlord can simply throw away the tenant's personal property when the tenant still has possession of the premises. The handling of personal property takes place only after the tenant has vacated the premises or been evicted by the sheriff.

REALTOR® practice tip: The ability to presume the property is abandoned and subject to the landlord's judgment as to proper disposal after the eviction of the tenant does not come into play automatically. The landlord must have given the required notice to the tenant when the tenant entered into the rental agreement, or upon renewal of the rental agreement.

The legislation allows domestic abuse victims to be evicted

Wis. Stat. § 704.16 — on the books since 2008 — provides that a tenant may terminate a tenancy when there is an imminent threat of serious physical harm to the tenant or the tenant's child and the tenant provides the landlord with proper notice and documentation. Under Wis. Stat. § 106.50 (5m) (dm), which has been in effect since December 2009, a tenant who is a victim of domestic abuse, sexual assault or stalking has a defense to an eviction based on the commission of one of



those acts if the tenant proves that the landlord knew or should have known that the tenant was a victim of the aforementioned crimes, along with other criteria.

The new Wis. Stat. § 704.14 provides that a residential rental agreement must include a Notice Of Domestic Abuse Protections in every rental agreement or an addendum to the agreement, beginning with rental agreements entered into or renewed on March 1, 2014. The mandatory language of this notice educates everyone and heightens tenants' awareness of their existing rights.

Tenants are automatically liable if bedbugs are found

Wis. Stat. § 704.07(3) now states that if the tenant's actions or inaction leads to damage to the premises, or results in an insect or pest infestation, then the landlord may allow the tenant to repair and remediate the damage, or the landlord may do so and require tenant reimbursement of all reasonable costs. If the landlord can prove that the infestation was caused by the tenant, the tenant is responsible for all eradication costs and other damages. This does not eliminate the need for the landlord to prove that the tenant caused the infestation.

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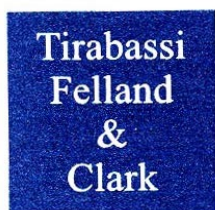
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The New Landlord/Tenant Law: Dispelling the Ugly Rumors

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Landlords can withhold money from security deposits without notification

Wis. Admin. Code § ATCP 134.06(4) continues to require that the landlord deliver a written statement to the tenant accounting for any amounts withheld from a security deposit. The statement shall describe each item of physical damage or other claims made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. No modifications in the new law alter this result.

Illegally parked vehicles will be towed without any verification regarding whether the vehicle was stolen

The new provisions allow for the immediate towing of vehicles illegally parked on properly posted private property upon the request of the property owner or agent. A parking citation need not first be issued. The posting must be clearly visible and warn that non-authorized vehicles will be immediately towed. The towing service must notify local law enforcement of the model, make, vehicle identification and license plate numbers of the vehicle being towed as well as the location to which the vehicle will be removed. The towing companies cannot remove a vehicle if law enforcement advises that the vehicle is stolen. The Department of Transportation will develop rules regarding the reasonable charges for removal and



storage of vehicles, the form and manner of display of a notice necessary to qualify a property as “properly posted,” and guidelines for towing services’ notification to law enforcement upon removal of a vehicle. That is why the provisions for the towing of vehicles illegally parked on posted private property will not go into effect until July 1, 2014.

At the end of the day, elimination of unnecessary delays and expenses helps alleviate some the landlord’s extra costs and lost income involved each time a tenant gets into trouble and is unable to meet the terms of the rental agreement. Allowing a bad tenant to remain in an apartment without paying for the housing increases the landlords’ costs, which often result in higher rents for the good tenants — an outcome that benefits no one.

Debbi Conrad is Senior Attorney and Director of Legal Affairs for the WRA.

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Feb 4, 2014
 By Robert L. Cain

Wouldn't it be great if you had a consistent, objective formula that you could pull out and decide when to boot a tenant? Just think, plug in some data, add, subtract, multiply and divide, maybe even have Excel do it, and presto, get a number that tells whether to send the eviction notice

or "give them one more chance." It would be similar to that Body Mass Index that health gurus are so fond of touting. It's too bad, but there isn't any such formula. Deciding whether to evict depends on several factors that take into account both the property and the tenants themselves. Even so, what we will look at here is how to make a more confident and objective decision about when to evict even if we can't come up with an infallible formula.

If the tenant hasn't paid rent for three months, has trashed the place, throws nightly wild parties that bring the police, sells drugs out of the property, picks fights with neighbors, leaves filth and garbage strewn throughout, there's no need for a formula. That is an obvious candidate for [eviction](#). Well, duh. Rarely do we get such qualifications, though. Often landlords torture themselves because they know how "hard" it is for the tenants at the moment and don't want to be the "bad guy" who gives credence to the notion of the evil, uncaring landlord of myth and legend.

But let's start with one axiom. Every unit must pay for itself. That means that even in a multi-unit building, letting one unit slide because the others are paying so it's still in the

Should You Evict?

black is not the best business plan for several reasons, the most obvious of which is that bad tenancy is an insidious virus that spreads to other tenants. Let one tenant slide and others could become less conscientious about paying the rent on time and being good neighbors. And then the landlord thinks about "fairness." After all, if one tenant is allowed to slide on rent and good behavior, is it "fair" to expect diligence from the rest? What's in his head is like listening to a teenager whine, "It's not fair."

First, then, how does the property affect the decision? I thought of two factors. One is the difficulty in getting the property rented. If it takes months to find a new tenant, we might be willing to let some late rent slide. But we wouldn't be willing to let three months' "late" rent slide. After all, since we're not getting any rent, anyway, we may as well have the place vacant and market for a better tenant.

The second factor is the type of tenant the property attracts. That five-bedroom house with the swimming pool, spa, guest house and landscaping that puts Kew Gardens to the test on a two-acre lot attracts a tenant from whom we expect to receive full rent on the first of the month, every month, no matter what. Yes, it might be somewhat more difficult to find tenants for the property, but the type of tenant who we would allow to rent such a property is not one whom we would expect to have difficulty paying the rent. Besides, then there's the mortgage payment on the property.

But how about that studio apartment in the less-than-desirable part of town that attracts tenants who are barely hanging on, who depend on welfare and food

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Should You Evict?

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stamps to survive, and who can find work only intermittently might not be expected to supply the rent as consistently as someone who is not usually in a financial bind? That property is most likely easy to rent, albeit with that same demographic of tenant. In those cases, it might pay to “work with” the tenant some to get the rent, even if it’s late.

How about the tenants? I thought of two factors to consider here. First, how long has that tenant lived in the property? If it was just last month that he or she moved in and the complaints have begun already, if it’s the 10th and the rent for this month hasn’t arrived yet, out he goes. However, if this tenant has been living there for five years, has had a steady job, and has a history of paying on time and being a good neighbor, it’s time for a phone call or knock on the door. If it were me, I most likely would call and ask if there’s a problem. Then, I’d ask for a commitment. Let the tenant come up with it. Here’s why.

Getting the other party to commit to something first is a negotiating technique to use in many different situations, even in negotiating a purchase price or asking a business for a way to correct its poor service or product. Often, in negotiations such as this, the other party will come up with a far more rigorous solution than we would. We could end up kicking ourselves for leaving money on the table because we were ready to agree to far less than the other party in the negotiation offered—and we spoke first. Let him or her talk first. Even if the tenant’s solution isn’t good enough, we can ask for what we had in mind to begin with.

The second factor is the “consistent-until-now.” It goes along with the length of tenancy, but can be separated out for tenants whom you might consider have a shorter residency. It also goes along with the property itself considering how consistent we expect other tenants in the same property to be with the rent. The point is, if you consider them a previously reliable tenant, it is most likely important to get an explanation.

Things we never tolerate are tenants who damage the property and are bad neighbors. We also don’t tolerate drug dealing or other illegal activities. Those get evicted no matter what the property or whom the tenant is. We don’t need a formula there, just a notice to quit.

The final factor is to ask if the property is losing

money or can expect to lose money with the tenant in question. That could include [drug dealing](#), [meth labs](#), and [other such criminal behavior](#). Those can result in our losing money because a property is damaged, destroyed, or padlocked by local authorities for the illegal activities. If the answer is, yes, count on a drained bank account. Out they go.

We have a responsibility first to our investments, second to our customers (tenants), and third to the communities where our properties are. The responsibilities to our investments and our tenants parallel and complement each other. Be consistent with one and get both. So that might be the formula. It’s simple. Are we keeping our responsibilities to our investments and tenants?

No related posts.

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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6 Property Maintenance Tips That Can Save Landlords Money

How to Prevent Problems by Performing Regular Property Maintenance

By [Erin Eberlin](#)

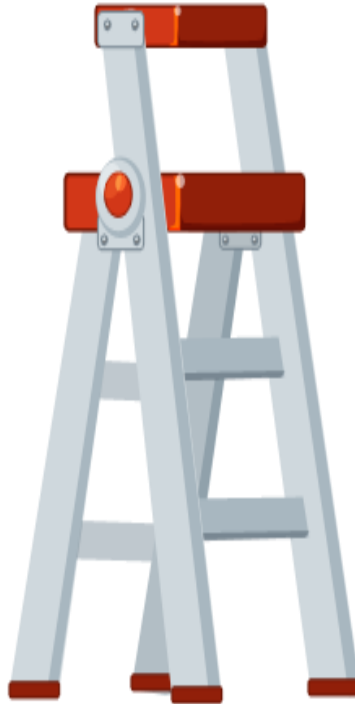
As a landlord, it is easy to overlook minor issues. Performing [regular maintenance](#) on your property can help you catch a small problem before it turns into a large expense. Here are some property maintenance tips that can help save you money in the long run.

1. Exterminate Monthly

Even if you do not currently have a [rodent](#) or [insect](#) problem, you should exterminate monthly or bi-monthly to prevent such problems from occurring. Do not limit the extermination to one apartment, as critters will simply travel to another part of the property. While it is possible to purchase exterminating supplies yourself, this task is usually best left to a professional.

Monthly exterminations will cost you money, but this preventative property maintenance is a much cheaper option than the cost of losing current and prospective tenants due to a pest problem. Shop around for the best price.

As an example, you can see that spending \$25 a unit for a monthly extermination is a much better option than losing \$1000 in rent because of a tenant vacancy. A complete infestation will also cost much more money because current tenants may have to



temporarily leave the building and walls and ceilings will have to be opened up.

2. Check for Water Damage and Leaks

The best time to check for leaks is after a heavy rain storm, after ice and snow have begun to melt, or on very hot and humid days when pipes tend to sweat. Check for soft spots on the roofs, ceilings, and walls. Look for signs of water around windows, showers, and toilets. Check under sinks, boilers, and water heaters. It is imperative to identify a water leak early. Ongoing leaks can completely damage walls, ceilings, and a tenant's possessions. [Dangerous mold](#) can also form, which can be a large expense, especially if it is over 10 square feet, which would have to be remedied according to the [Environmental Protection Agency's \(EPA\) Guidelines](#).

3. Examine Shower Caulking and Grout Between Tiles

Over time, the grout between tiles can crack and the caulk surrounding the tub can loosen. When this happens, you no longer have a waterproof seal and water can leak through and damage the surrounding walls or floor below. As

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6 Property Maintenance Tips That Can Save Landlords Money

How to Prevent Problems by Performing Regular Property Maintenance

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soon as you notice any cracks or holes, you should replace the [caulking](#) or [grout](#) to prevent potential water damage.

4. [Test All Smoke and Carbon Monoxide Detectors Regularly](#)

Check these devices monthly to make sure they are in working order. Both battery operated and [hard wired devices](#) should be tested. Set a schedule to test them when you collect rent or at another time that is convenient for you. These devices save lives. If there is a fire or carbon monoxide leak in your building and these devices are not in working order, you could face legal action. Also, be aware that the average lifespan of a carbon monoxide detector is 5 years, so replace as necessary. Smoke alarms have a useful life of about 10 years.

5. [Change the Filters in Your Forced Air Systems](#)

You should change the filters in your heating or air conditioning unit at least twice a year. Consult the manufacturer of your heating or cooling system to determine the highest efficiency filter for your system. Dirty filters can increase your utility bill by causing the system to work harder or can lead to malfunctions in the systems, such as causing the cooling system to freeze-up. Routinely changing the filter can help prevent the air duct from becoming contaminated. If clogged, the ducts will usually need to be professionally cleaned, and that is an expense you do not want. Even if your tenants pay their own utilities, pay proper

attention to this matter because excessively high utility bills will cause you to lose tenants.



6. [Flush Your Water Heater](#)

Once or twice a year you should drain your water heaters. This is done to remove the sediment that can build up in your unit from the municipal water supply

that enters your property. If too much sediment builds up, it can reduce the efficiency of your water heater or clog the drain valve. Replacing a water heater is expensive! Be cautious and [follow the specific procedures for draining your water heater](#). If you're not comfortable doing it yourself, hire someone who is.



By sacrificing a little time and money now to perform property maintenance, you can save yourself a lot of time and money in the future. Remember, an ounce of prevention is worth a pound of cure.

About Erin Eberlin: As a native New Yorker, Erin was drawn to the high-risk, high-reward field of real estate investing. During her time with Hybrid Properties LLC, she has played a vital role in the company's real estate development, investment and property management business. Erin has written articles for [StepbyStepShortSale.com](#), advised on the development of 25 landlord tenant documents and is the creator of a streamlined tenant management system.

<http://landlords.about.com/od/EmergencyPrep/a/6-Property-Maintenance-Tips-That-Can-Save-Landlords-Money.htm>

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**Landlord/Crime Free
Multi-Housing Rental Seminar**
Tuesday, May 20th, 2014
Wednesday, May 21st, 2014

6pm to 10pm

The class will be split into two 4-hour sessions.

You will need to attend both sessions

Location: Boys and Girls Club
1330 52nd St.
Kenosha, WI 53140

The KPD Crime Prevention Unit and the Kenosha Landlord Association designed this Seminar to help landlords make better decisions when managing their rental units.

The following topics will be discussed:

- Property Maintenance Codes
- Crime Prevention Techniques
- Applicant Screening
- Leases and Evictions
- Crime Free Lease Addendums
- Process Serving
- C.P.T.E.D. (Crime Prevention through Environmental Design)
- Fire Safety
- Waste and Disposal

This seminar will help landlords and property managers in the following ways:

- Satisfied tenants build stable neighborhoods
- Active management leads to less turnover
- Stabilized property values and rents
- Lower maintenance and repair costs
- Everyone is safer
- Peace of mind from spending less time on crisis control.

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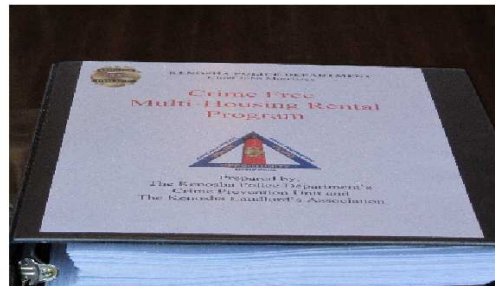
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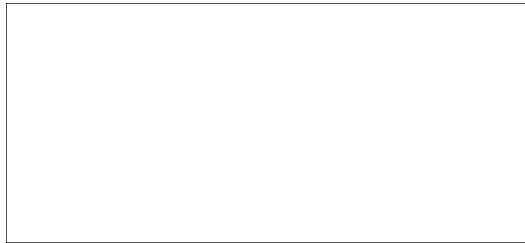


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Next Meeting

VFW

6618-39th Ave

On our regular
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April 16, 2014

7:00 P.M. for meeting

Snacks at 6:30 pm

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

Legislative Update

With

Brian Hervat

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