



Kenosha Landlord Association

A Local Chapter of the Wisconsin Apartment Association

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To Our Members

Last month Brian Hervat and Ron Borowski presented Part 2 of the *Screening Process and Criteria*. We hope everyone now has a better understanding of how important it is to have a screening criteria.

Summer is coming to a close, with the festivals coming to an end and the children going back to school. As everyone is scrambling to try and find someone to help take their bounty of vegetables from the garden. It will now be time to finish up all the projects that were on your list.

Remember schools are starting back up again, please drive the posted speed limit in school zones.

AT our next membership meeting, Wednesday August 20th, Mark will give a presentation on “Landscaping for Landlords” with some helpful tips on landscaping maintenance.

August Meeting: Wednesday, August 20th at the VFW, 6618 39th Avenue. Appetizers and Networking at 6:30 pm. Meeting begins promptly at 7:00 pm.

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.

To “Walkthrough” or Not To “Walkthrough” That Is The Question

Source: Tristan R. Pettit, Esq. Date: January 28, 2014

At the end of a tenancy a tenant or a landlord often requests a walkthrough of the rental unit prior to turning in the keys and delivering possession of the unit back to the landlord. A walkthrough is just that — the tenant and the landlord walk through the rental unit and make observations of the condition of the unit. It is at this time that a landlord may point out damage to the rental that occurred during the tenancy and which the tenant will be held responsible for. A landlord might also note if the tenant did not adequately clean the unit or some of the appliances (typically this is the stove and/or refrigerator) and indicate that the tenant’s security deposit will be deducted accordingly.

When I first began working with landlords over fifteen years ago, I often encouraged them to conduct walkthroughs with their tenants. I would recommend that they conduct the walkthrough a few hours before the lease termination date or the end of the tenancy. That way, if damages were identified, or areas were not cleaned properly, the tenant would have time to go back and make the repairs or better clean the area. My reasoning was that this was a win-win situation for both the landlord and the tenant. The tenant could go back and fix things thus insuring that they received their security deposit back and the landlord would not have to spend time or money repairing damage or cleaning the unit and could thus turn the unit over more quickly.

Over the years, I have made a complete 180 degree turn on the issue of walkthroughs. I no longer recommend that my landlord clients do walkthroughs with their tenants — or at a minimum I point out some of the drawbacks of the walkthrough.

It is important to note that conducting a walkthrough with a tenant prior to their vacating is not required. I am not aware of any federal, state or municipal law that requires a landlord to conduct a walkthrough with his/her tenant. I am aware that many a tenant will demand a walkthrough with their landlord. Just because one is asked for - or even demanded – does not mean that the landlord must agree to it. Nothing is wrong with telling a tenant to drop off their keys at the office and then after are long gone checking out the condition of the apartment. In fact this is what I often recommend that landlords do these days.

My primary reason for no longer recommending that landlords conduct walkthroughs with their departing tenants has to do with the pressure of the moment. I guess a secondary factor is that more and more tenants are unpredictable these days. Let me explain . . .

Continued on page 3



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To “Walkthrough” or Not To “Walkthrough” That Is The Question

The main motivation for a tenant during a walkthrough is to determine what amount of their security deposit they will be getting back from their landlord. The tenant has already removed their belongings (at least hopefully), done any repairs that they are willing to do, and done any cleaning that they think is necessary. The tenant’s mindset is that they are basically “outta here” and at least mentally, they have moved onto bigger and better pastures – whether that be a new home or a different apartment. The tenant has no interest in getting sweaty by engaging in additional cleaning or having to go purchase some more screws or nails or putty to make a repair.

Because of this mindset, a tenant is not interested in being told by their soon to be ex-landlord that they didn’t clean well enough or that they will have to pay for damaging the rental unit. Instead, the tenant is ready to argue, scratch, and claw, to protect what they feel is theirs — the security deposit. Any attempt by the landlord to hinder the return of “their” money is typically not well-taken.

So what ends up happening during many of these walkthroughs is the landlord and tenant have an argument. I recall one client that informed me she was physically attacked by a tenant during a walkthrough. Another landlord that I know was verbally threatened when the tenant was told at the conclusion of a walkthrough that x, y and z would be deducted from their security deposit .

No landlord is interested in a confrontation with their tenant — especially not a soon to be ex-tenant. We are not paid enough to put ourselves in situations. Even more common than physical attacks and verbal threats, is the scenario in which the landlord just wants to get the walkthrough over with. All of you know what I am talking about — you quickly peruse the unit, with the tenant looking over your back, and just to avoid confrontation, or because you feel intimidated by the moment (or the tenant in some cases), or because it is human nature (for most of us) to shun an uncomfortable situation, you tell the tenant that everything looks good and sign off on the check-in/check-out sheet. Only later, after the pressure of the moment has subsided and the tenant is no longer breathing down your neck, you realize that you really should have charged the tenant for damage to this or failure to clean that.

Continued on page 4



**Landlord/Crime Free
Multi-Housing Rental Seminar
September 9th & 11th 6pm to 10pm
This is a two day class and you will be re-
quired to attend both days.**

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

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To “Walkthrough” or Not To “Walkthrough” That Is The Question

At that point, it is a little too late to change your mind however, at least from a legal standpoint. You have already told the tenant that everything looks good and you have already signed off on the check-out form. Now, you decide that you want to withhold some money from the tenant’s security deposit to repair this or clean that. The tenant receives his security deposit itemization letter from you (within 21 days after vacating) and is surprised and upset to see that a portion of his/her deposit has been withheld. I have seen this scenario play out time and time again. The tenant, who is now upset as they feel they were lied to, decides to sue the landlord for improper deductions from their security deposit and seeks double damages pursuant to ATCP 134 and sec. 100.20 (2), Wis. Stats. and their actual attorney’s fees to be paid by the landlord. The landlord is now stuck taking time out of their day to appear in court to defend against this lawsuit or to pay a lawyer to defend them in court.

I recall a past client who ended up in exactly this situation. A walkthrough was conducted with the tenants. I asked my client to look at the check-out form that she used. I saw that the form said that everything was in “good” condition and was signed by my client and both tenants. I also noted that scribbled across the top of the check-out form were the words “under protest.” I asked my client who wrote those words. She replied, that she did. I asked her when she wrote them. She said that she wrote them about 1 week after the walkthrough had taken place — so obviously the check-out form that the tenants were given did not contain these words. I then asked my client what the heck she meant by “under protest.” I was told that my client felt intimidated and threatened by the tenants during the walkthrough and therefore she didn’t really mean that the unit was returned in “good” condition.

I’m sure you can imagine all of the legal challenges that this would create had this actually gone to trial. Earlier in my representation of the client and prior to the tenants vacating, I had told her that she was not required to do a walkthrough with her tenants. After I finished looking at the check-out form, asking my questions, and listening to my client’s answers, I asked her why she had put herself in such a precarious situation — one in which she felt scared and intimidated — especially when she was not legally required to do so? My client didn’t provide me with an answer.

FYI, I totally believed that my client felt threatened during the walkthrough — she was a much older lady, both tenants had criminal records including battery of one another, one of the tenants had issues with alcohol and the other with drugs, and one of the tenants had physically attacked another individual in front of my client earlier in the tenancy. I had also observed the tenants “act up” in court during an earlier court hearing. These tenants were not the type of people that understood the word “reasonable” or had even heard the word “rational” for that matter.

But I digress. The point of the story is that my client never should have put herself in that situation in the first place. She could have waited until the tenants had vacated and conducted a thorough examination of the unit at her leisure and with no one breathing down her back.

Situations like the above, have caused me to re-think my advice to my landlord clients about doing walkthroughs with their tenants. There really is no reason to put yourself in that type of pressure situation if you do not want to.



2014 WAA Important Dates

WAA Board Meeting

Saturday, September 6th

10:00 a.m. - 4:00 p.m.

Ho-Chunk Convention Center & Casino

(S3214 Highway 12, Baraboo)

Lunch (optional) will be at the Standing Rock Buffet. Cost is \$12

Please RSVP to Kristy at kristy@waaonline.org or 920-230-9221 no later than Tuesday, Sept. 2nd.



2014 WAA Conference & Tradeshow

“Catch the Rental Wave”

Friday, October 10th- Sunday, October 12th

Rental Property Landscaping Tips



Source: landlordstation.com

A beautiful yard can attract tenants and add to the value of a rental property. However, care and maintenance of rental property landscaping can be a real headache for any Property owner or manager. A lawn, shrubbery and trees are expensive assets and are costly to replace. Reviewing the following rental property landscaping tips can be helpful. The following items should be addressed in your lease agreement in order to efficiently manage rental property landscaping:

- 1. Lawn care:** This includes mowing the grass on a regular basis and trimming areas on the edge of a driveway or sidewalk. Lawn care also includes watering on a regular schedule. Be sure to specify in the lease that access to the property is required if the landlord is deemed responsible for lawn care.
- 2. Spray applications for weed removal and/or for insects:** These are considered a part of lawn care. The only way you can be certain that this task is properly performed is to hire a lawn service or to spray the lawn yourself. This is part of property management and is usually tax deductible. If you have scheduled a lawn service to treat the lawn, be sure to give the tenant plenty of notice before the treatment is done. The lawn service should be able to provide a list of chemical ingredients used and length of time necessary for the tenants to refrain from using the lawn after the treatment is applied. This is necessary so the tenants, their children and their pets are protected. It is a good idea to put a paragraph in your lease that states that you will have lawn treatments performed from time to time.
- 3. Tree trimming or tree removal:** This is sometimes necessary for the safety of the tenants and the safety of the structure on the property. Things like bad weather storms and tree disease can cause trees, or dead branches, to fall which can pose a danger to tenants or their vehicles. Tree trimming/removal is usually the responsibility of the landlord and can be tax deductible.
- 4. Tenants planting a garden:** You may have a tenant who wants to plant a garden. If you agree, be sure to get their plans in writing and sign off on them. If you do not, you may discover that half of the grass in the back yard has been plowed up to create a garden. When the tenant moves out, the garden area will have to be replaced that can be very expensive and time-consuming. Occasionally, tenants will want to plant flowers or trees. Make it clear in your lease that any improvements to the lawn area must be approved in writing by you. In addition, make sure the tenant knows that any trees, plantings, sidewalks or other attached improvements become the possessions of the property owner and must stay with the property when the tenant leaves. Of course, unattached lawn ornaments, including birdbaths or lawn furniture, remain the property of the tenant and can be taken with them when they move.
- 5. Tenants with pets:** If the tenant has pets, it is a good idea to specify in the lease or in a separate lease addendum, the value of the grass, the plants and the fence in the event that the pet causes damage to the yard. Pets have been known to tear down fences, dig holes in the yard and damage trees. A tenant may pay the rent on time but neglect mowing or other landscaping responsibilities. If the property is a residential property, the neighborhood in which it is located can fine the owner of a property when the lawn is not maintained, and in some states put a lien on the property until the situation is remedied. The ideal solution for low maintenance landscaping for rental properties is to put provisions in your lease designating lawn care and maintenance responsibilities. Make it very clear who responsible for each duty (the landlord or the tenant).



Meet A Member

1. Name.

Alex Sadowski

2. Number of rentals?

I own and manage 4 rental properties.

3. Years of landlording experience?

45 years in the rental industry.

4. What is your hardest job?

Screening prospective tenants.

5. Your biggest mistake?

Not screening tenants thoroughly.

6. New landlord advice?

Thoroughly screen prospective tenants. Times have changed and it is important to take advantage of thoroughly screening tenants so you are not taken advantage of.

7. Favorite type of tenants?

Middle-age married couples.

8. Best way to find/attract tenants?

I do not have a best way. Just advertise and word of mouth.

9. One way to Keep good tenants?

Make sure that repairs are taken care of and when I get request from tenants I try to accommodate.

10. Money saving maintenance tip?

Make sure your plumbing is up to date and in order. If plumbing goes it is a real mess.

11. How do you encourage on-time rents?

Make sure the tenants know that there is a penalty for late payments. I have worked with tenants that inform me that there will be a problem with the rent being on time.

12. How have you collected past due rent?

It is hard to get the past due rent money. I just evict them to get them out.

13. Trick a tenant played on you?

Gave a bad reference and when I called to check the reference, that person was very surprised.

14. What's rewarding about being a landlord?

It is a good investment and enhances retirement income.

15. How has Kenosha Landlords Association helped you?

Being a founding Member of the KLA, I feel it is important to belong to an organization that cares and can help with solutions that landlords may have. The organization is very informative and helpful. I have gained a lot of knowledge and information by being part of the organization.

John Michael Kisting
Territory Manager-Pro
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				4		1		
5			1					
	9						2	
8						4		
	2	7			6			9
		3			2		7	
			8	5		6		



Kenosha Landlord Association

P.O. Box 1505

Kenosha, Wisconsin 53141

RETURN SERVICE REQUESTED



Next Meeting

VFW

66 18-39th Ave

On our regular
3rd Wednesday the month

August 20, 2014

7:00 P.M. for meeting

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

***Landscaping for
Landlords***

with

Mark Nausieda

www.kenoshalordassociation.org

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