



Kenosha Landlord Association News

Volume 24, Issue 4

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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.

Generation Y: What We Can Learn From Young Consumers

By: Dan Kruse

The landscape of the real estate industry is constantly changing, and real estate professionals need to be equipped with the tools and knowledge to better understand what it is that today's consumer wants. What is important to them, how they communicate, and how they process information are all relevant to how Generation Y consumers make their housing decisions.

With the average first-time homebuyer rounding 31 years of age and the average REALTOR® being 54 years of age¹, there becomes an obvious age gap between the two. In order to better serve this fast-growing demographic, we must recognize the Generation Y consumer group's habits and their communication styles and needs. In this article, I will explain how I believe the Gen Y consumer habits and communication styles operate to better provide our readers with the ability to best serve the real estate needs of this growing demographic of homebuyer.

Who is the Gen Y Consumer?

Generation Y, also known as "Gen Y" or the "Millennial Generation," are individuals born from the late 1970s to the early 1990s. This age group is not particularly a brand loyal group of consumers as most of them grew up in the bulk-purchase era. When superstores offer thousands of products at varying discounted costs, the average consumer no longer cares which brand they bring home with them, just as long as it was the cheapest product on the shelf. Going in this direction in every aspect of their consumerism, The Gen Y homebuyer has no particular loyalty to certain brands when it comes to searching for their new home.

Furthermore, this group was there for the birth of social media, and the value placed on peer acceptance and reviews is incredibly high. They are constantly looking for reviews, blogs and status updates that rate the products they are interested in. The influence of their social media sphere is critical, and they trust this group's values as their

own.

Most importantly, this is a generation group made up of information gatherers.

Through technology, information has been incredibly accessible for most of their lives, and they will most likely accumulate as much information as possible before making any major decisions. If they do not have easy access to information on the product, they will

simply move on until they do. Mobile information is incredibly important – the time we live in today is always on the go. Most often, these information gatherers will do their research while standing in line at Starbucks or waiting at a stop light. And the Gen Y consumer is efficient in using all corners of the day to learn new information and communicate with others through a variety of mobile devices.

Needs of the Gen Y Consumer

The Gen Y consumers are relatively simple to market to because their needs transpire to only two things: (1) they want easy access to information on their product, and (2) they want detailed information on the product they're researching. In real estate, this means providing detailed information on all listings including multiple photos or videos. Basically, the more information available, the better. If this level of detail and information is not provided up front, the Gen Y consumer most likely won't bother to search deeper for it.

Marketing to the Gen Y Consumer

So now that we're starting to understand the makeup of the typical Gen Y consumer, how do we best market to them? It is imperative that the product you are marketing must be easily found where they spend the majority of their time: the Internet.

In the real estate industry, this means exposure of your listings to the websites consumers are looking through. Not only company and agent websites, but third-party real estate search

sites are also critical. More importantly, these

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Property Management —

Property Maintenance and Repairs

Posted by **Jordan Muela** in [Property Management Articles](#)
www.managemyproperty.com

Preserving and ideally increasing the value of owner properties is one of the chief roles of a [property management company](#). Tenant requests should be addressed promptly and owners provided with transparent system for seeing how their money is being spent. A competent manager accomplishes all of this with the assistance of both internal staff and their network of qualified, licensed vendors whom they have vetted for excellent cost effective service.

Here's a list of issues to review and questions to ask the property management firms you interview:

Note: Property maintenance and repair fees are covered in [Property Management Fees - Part II](#).

How does the property manager track incoming resident maintenance requests and the subsequent work orders?

A software solution should be in place here. You want to find a manager with a system that does not allow maintenance requests to fall through the cracks and require multiple tenant requests before the work is done. Ideally, tenants should be able to submit maintenance requests online.

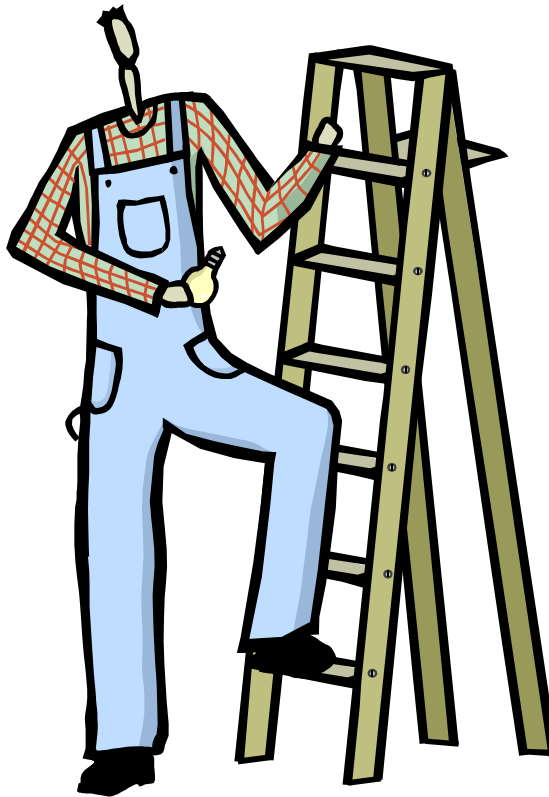
How are after hours maintenance requests and emergencies handled and who handles them?

Make sure its someone qualified to handle the problem. The last thing you want is an answering machine or someone saying you will have to wait till Monday to get your or your tenants issue resolved.

What system do they have in place to practice preventative maintenance?

Preventative maintenance is the mechanism a manager uses to maintain the value of your property and avoid letting small issues become larger more expensive problems down the road. This involves things like a predefined maintenance and inspection schedule as well as promptly addressing known issues. This of course assumes owners are willing to make the necessary repairs when they come up. Slum lords may balk, but successful real estate investors know that when you're in for the long haul you have to engage in sustainable practices that maximize property values, not short-term practices that delay (and multiply) costs.

Do they have their own maintenance crew?



If the answer is yes, are they covered by workers compensation and are they licensed, bonded and insured? Additionally are they available 24/7/365 for emergencies?

What contractors do they work with?

Do the contractors carry workers compensation and are they licensed, bonded and insured? Does the management company oversee the contractors' work for quality, code compliance and cost effectiveness? Some owners like to take the extra step of researching the primary vendors that will be used to make sure there are no red flags.

Do they have any conflicts of interest with their vendors?

Beware of relationships that are based on something other than good work and the best price. Vendors reward management companies for their business, but this should be in the form of discounted rates, which benefit the owner, rather than "referral bonuses" that go to the management firm.

The [management contract](#) may

state something to the effect that the management company may: "...perform any of its duties and obtain necessary products and services, through affiliated companies or organizations in which Management may own an interest, and may receive fees, commissions and/or profits from these affiliated companies or organizations."

If this is the case make sure you get full disclosure on the nature of any pre-existing relationships where this applies and will be notified when this comes up again in the future with new vendors.

One possible exception to this rule would be when the management company receives a small fee from vendors for guaranteed payment, meaning the vendors gets paid by the management company regardless of whether the owner whose property is being worked on has sufficient funds in their account.

What rules do they have in place regarding contractors entering occupied properties?

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SB 466—Landlord Tenant Law Changes

Date of enactment: March 21, 2012

[2011 Senate Bill 466](#) Date of publication*: March 30, 2012

* Section 991.11, WISCONSIN STATUTES 2009-10 : Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of

Property Management —

Property Maintenance and Repairs

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Make sure they have an established policy here. Anytime contractors and maintenance personnel are entering occupied units there is potential for trouble if the situation is not handled carefully.

Do they provide itemized statements with receipts for the work performed?

This adds accountability and transparency to the billing process. You don't want to work with a management company that is unwilling to provide solid documentation of where your money is going.

Do they let tenants perform repairs?

Tenants perform inferior quality work, and their lack of insurance coverage, liability or workers compensation could leave you liable in the event of an accident or injury.

Why take the risk of having them accidentally fall off a roof or ladder, electrocute themselves, or flood your home? If they don't allow tenant repairs, make sure this is written into the rental agreement. If you are comfortable allowing them, at least have the tenant sign a waiver and agree that the repairs must be approved by the manager.

Do they allow tenants to hire their own handyman?

This is also inviting trouble, and the rental agreement should prohibit this.

What recurring maintenance tasks (lawn mowing, etc.) do they expect the tenant to perform?

This is not considered a liability hazard although providing these services eliminates the issue of tenant neglect and can improve tenant satisfaction which helps with retention.

What is involved in their process for preparing a property to be re-rented after a tenant has vacated? How long does this process take?

The property should get the usual cleaning, paint job, re-keying, etc. but this is also a good time to consider strategic improvements that will maximize your rental revenue. You want to find a property manager that will proactively offer this kind of feedback on an as needed basis. Obviously the quicker the turnaround time, the better.

The best crew in the world can't fix what they can't see. Regular inspections are a critical component of preventative maintenance.

Next: [Property Inspections](#).



publication as designated" by the secretary of state [the date of publication may not be more than 10 working days after the date of enactment].

2011 WISCONSIN ACT 143

AN ACT to repeal 704.05 (5) (a) 3. and 704.05 (5) (d); to renumber 704.44 (1), 704.44 (2), 704.44 (3) and 704.44 (4); to renumber and amend 704.44 (5); to consolidate, renumber and amend 704.05 (5) (a) (intro.) and 1.; to amend 321.62 (15) (a), 704.03 (1), 704.05 (1), 704.05 (5) (title), 704.05 (5) (a) 2., 704.05 (5) (c), 704.07 (1), 704.11, 704.27 and 704.44 (intro.); to repeal and recreate 704.05 (5) (a) (title); and to create 66.1010, 704.02, 704.05 (5) (am), 704.05 (5) (b), 704.05 (5) (bf), 704.05 (5) (cm), 704.07 (2) (bm), 704.08, 704.17 (2) (d), 704.28, 704.44 (2m), 704.44 (3m), 704.44 (4m), 704.44 (5m), 704.44 (6), 704.44 (7), 704.44 (8), 704.44 (9), 704.95 and 799.40 (1m) of the statutes; relating to: miscellaneous landlord-tenant provisions and prohibiting a local government from imposing a moratorium on eviction actions.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

[143, s. 1](#) SECTION 1. 66.1010 of the statutes is created to read:

66.1010 Moratorium on evictions. (1) In this section, "political subdivision" has the meaning given in s. 66.1011 (1m) (e).

(2) A political subdivision may not enact or enforce an ordinance that imposes a moratorium on a landlord from pursuing an eviction action under ch. 799 against a tenant of the landlord's residential or commercial property.

(3) If a political subdivision has in effect on the effective date of this subsection [LRB inserts date], an ordinance that is inconsistent with sub. (2), the ordinance does not apply and may not be enforced.

[143, s. 2](#) SECTION 2. 321.62 (15) (a) of the statutes is amended to read: 321.62 (15) (a) Notwithstanding ss. 704.05 (5) and s. 704.90, no person may enforce a lien for storage of any household goods, furniture, or personal effects of a service member

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SB 466—Landlord Tenant Law Changes

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during the period in which the service member is in state active duty and for 90 days after the member's completion of state active duty, except as permitted by a court order under par. (b).

[143, s. 3](#) SECTION 3. 704.02 of the statutes is created to read:

704.02 Severability of rental agreement provisions. The provisions of a rental agreement are severable. If any provision of a rental agreement is rendered void or unenforceable by reason of any statute, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect other provisions of the rental agreement that can be given effect without the invalid provision.

[143, s. 4](#) SECTION 4. 704.03 (1) of the statutes is amended to read:

704.03 (1) ORIGINAL AGREEMENT. A Notwithstanding s. 704.02, a lease for more than a year, or a contract to make such a lease, is not enforceable unless it meets the requirements of s. 706.02 and in addition sets forth the amount of rent or other consideration, the time of commencement and expiration of the lease, and a reasonably definite description of the premises, or unless a writing, including by means of electronic mail or facsimile transmission, signed by the landlord and the tenant sets forth the amount of rent or other consideration, the duration of the lease, and a reasonably definite description of the premises and the commencement date is established by entry of the tenant into possession under the writing. Sections 704.05 and 704.07 govern as to matters within the scope of such sections and not provided for in such written lease or contract.

[143, s. 5](#) SECTION 5. 704.05 (1) of the statutes is amended to read:

704.05 (1) WHEN SECTION APPLICABLE. So far as applicable, this section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. This Except as otherwise provided in this section, this section applies to any tenancy.

[143, s. 6](#) SECTION 6. 704.05 (5) (title) of the statutes is amended to read:

704.05 (5) (title) STORAGE OR DISPOSITION DISPOSITION OF PERSONALTY LEFT BY TENANT.

[143, s. 7](#) SECTION 7. 704.05 (5) (a) (title) of the statutes is repealed and recreated to read:

704.05 (5) (a) (title) *At the landlord's discretion.*

[143, s. 8](#) SECTION 8. 704.05 (5) (a) (intro.) and 1. of the statutes are consolidated, renumbered 704.05 (5) (a) 1. and amended to read:

704.05 (5) (a) 1. If a tenant removes from the premises and leaves personal property, the landlord may do all of the following: 1. Store the personalty, on or off the premises, with a lien on the personalty for the actual and reasonable cost of removal and storage or, if stored by the landlord, for the actual and reasonable value of storage. The landlord shall give written notice of the storage to the tenant within 10 days after the charges begin. The landlord shall give the notice either personally or by ordinary mail addressed to the tenant's last-known address and shall state the daily charges for storage. The landlord may



not include the cost of damages to the premises or past or future rent due in the amount demanded for satisfaction of the lien. The landlord may not include rent charged for the premises in calculating the cost of storage. Medicine and medical equipment are not subject to the lien under this subdivision, and presume, in the absence of a written agreement between the landlord shall promptly return them to and the tenant upon request to the contrary, that the tenant has abandoned the personal property and may, subject to par. (am), dispose of the abandoned personal property in any manner that the landlord, in its sole discretion, determines is appropriate.

[143, s. 9](#) SECTION 9. 704.05 (5) (a) 2. of the statutes, as affected by [2011 Wisconsin Act 32](#), is amended to read:

704.05 (5) (a) 2. Give the tenant notice, personally or by ordinary mail addressed to the tenant's last-known address, of the landlord's intent to dispose of the personal property by sale or other appropriate means if the property is not repossessed by the tenant. If the tenant fails to repossess the property within 30 days after the date of personal service or the date of the mailing of the notice, If the landlord may dispose disposes of the property by private or public sale or any other appropriate means. The, the landlord may deduct from send the proceeds of the sale minus any costs of sale and any storage charges

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if the landlord has first stored the personalty under subd. 1. If the proceeds minus the costs of sale and minus any storage charges are not claimed within 60 days after the date of the sale of the personalty, the landlord is not accountable to the tenant for any of the proceeds of the sale or the value of the property. The landlord shall send the proceeds of the sale minus the costs of the sale and minus any storage charges to the department of administration for deposit in the appropriation under s. 20.505 (7) (h).

[143. s. 10](#) SECTION 10. 704.05 (5) (a) 3. of the statutes is repealed.

[143. s. 11](#) SECTION 11. 704.05 (5) (am) of the statutes is created to read: 704.05 (5) (am) *Exception for medical items*. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

[143. s. 12](#) SECTION 12. 704.05 (5) (b) of the statutes is created to read: 704.05 (5) (b) *Notice required if property is a manufactured or mobile home or a vehicle*. 1. In this paragraph:

- a. "Manufactured home" has the meaning given in s. 101.91 (2).
- b. "Mobile home" has the meaning given in s. 101.91 (10), but does not include a recreational vehicle, as defined in s. 340.01 (48r).
- c. "Titled vehicle" means a vehicle, as defined in s. 340.01 (74), for which a certificate of title has been issued by any agency of this state or another state.

2. If the abandoned personal property is a manufactured home, mobile home, or titled vehicle, before disposing of the abandoned property the landlord shall give notice of the landlord's intent to dispose of the property by sale or other appropriate means to all of the following:

- a. The tenant, personally or by regular or certified mail addressed to the



tenant's last-known address.

- b. Any secured party of which the landlord has actual notice, personally or by regular or certified mail addressed to the secured party's last-known address.

[143. s. 12f](#) SECTION 12F. 704.05 (5) (bf) of the statutes is created to read:

704.05 (5) (bf) *Notice that landlord will not store property*. If the landlord does not intend to store personal property left behind by a tenant, except as provided in par. (am), the landlord shall provide written notice to a tenant when the tenant enters into, and when the tenant renews, a rental agreement that the landlord will not store any items of personal property that the tenant leaves behind when the tenant removes from the premises, except as provided in par. (am). Notwithstanding pars. (a), (am), and (b), if the landlord does not provide to a tenant the notice required under this paragraph, the landlord shall comply with s. 704.05, 2009 stats., with respect to any personal property left behind by the tenant when the tenant removes from the premises.

[143. s. 13](#) SECTION 13. 704.05 (5) (c) of the statutes is amended to read:

704.05 (5) (c) *Rights of 3rd persons*. The landlord's lien and power to dispose as provided by this subsection apply applies to any property left on the premises by the tenant, whether owned by the tenant or by others. That lien has priority over any ownership or security interest, and the The power to dispose under this subsection applies notwithstanding any rights of others existing under any claim of ownership or security interest, but is subject to s. 321.62. 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 the landlord's charges under par. (a) for removal, storage, disposition and arranging for the sale any expenses that the landlord has incurred with respect to the disposition of the property.

[143. s. 14](#) SECTION 14. 704.05 (5) (cm) of the statutes is created to read:

704.05 (5) (cm) *Inapplicability to self-storage facilities*. This subsection does not apply to a lessee of a self-storage unit or space within a self-storage facility under s. 704.90.

[143. s. 15](#) SECTION 15. 704.05 (5) (d) of the statutes is repealed.

[143. s. 16](#) SECTION 16. 704.07 (1) of the statutes is amended to read: 704.07 (1) APPLICATION OF SECTION. This section applies to any non-residential tenancy if there is no contrary provision in writing signed by both parties and to all residential tenancies. An agreement to waive the requirements of this section in a residential tenancy, including an agreement in a rental agreement, is void. Nothing in this section is intended to affect rights and duties arising under other provisions of

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the statutes.

[143, s. 17](#) SECTION 17. 704.07 (2) (bm) of the statutes is created to read: 704.07 (2) (bm) A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply:

1. The landlord has actual knowledge of the violation.
2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises.
3. The violation presents a significant threat to the prospective tenant's health or safety.
4. The violation has not been corrected.

[143, s. 18](#) SECTION 18. 704.08 of the statutes is created to read: 704.08 Information check-in sheet. A landlord shall provide to a new residential tenant when the tenant commences his or her occupancy of the premises a standardized information check-in sheet that contains an itemized description of the condition of the premises at the time of check-in. The tenant shall be given 7 days from the date the tenant commences his or her occupancy to complete the check-in sheet and return it to the landlord. The landlord is not required to provide the information check-in sheet to a tenant upon renewal of a rental agreement. This section does not apply to the rental of a plot of ground on which a manufactured home, as defined in s. 704.05 (5) (b) 1. a., or a mobile home, as defined in s. 704.05 (5) (b) 1. b., may be located.

[143, s. 19](#) SECTION 19. 704.11 of the statutes is amended to read: 704.11 Lien of landlord. Except as provided in ss. 704.05 (5), 704.90 and

779.43 or by express agreement of the parties, the landlord has no right to a lien on the property of the tenant; the common-law right of a landlord to distraint for rent is abolished.

[143, s. 20](#) SECTION 20. 704.17 (2) (d) of the statutes is created to read: 704.17 (2) (d) This subsection does not apply to week-to-week or month-to-month tenants.

[143, s. 21](#) SECTION 21. 704.27 of the statutes is amended to read: 704.27 Damages for failure of tenant to vacate at end of lease or after notice. If a tenant remains in possession without consent of the tenant's landlord after expiration of a lease or termination of a tenancy by notice given by either the landlord or the tenant, or after termination by valid agreement of the parties, the landlord may shall, at the landlord's discretion, recover from the tenant damages suffered by the landlord because of the failure of the tenant to vacate within the time required. In absence of proof of greater damages, the landlord may shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. As used in this section, rental value means the amount for which the premises might reasonably have been rented, but not less than the amount actually paid or payable by the tenant for the prior rental period, and includes the money equivalent of any obligations undertaken by the tenant as part of the rental agreement, such as payment of taxes, insurance and repairs. Nothing in this section prevents a landlord from seeking and recovering any other damages to which the landlord may be entitled.

[Down](#)

[Up](#)

[143, s. 22](#) SECTION 22. 704.28 of the statutes is created to read: 704.28 Withholding from and return of security deposits. (1) STAN-

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DARD WITHHOLDING PROVISIONS. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

- (a) Except as provided in sub. (3), tenant damage, waste, or neglect of the premises.
- (b) Unpaid rent for which the tenant is legally responsible, subject to s. 704.29.
- (c) Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.

- (d) Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
- (e) Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435 (3), to the extent that the landlord becomes liable for the tenant's nonpayment.
- (f) Any other payment for a reason provided in a nonstandard rental provision document described in sub. (2).

(2) **NONSTANDARD RENTAL PROVISIONS.** Except as provided in sub. (3), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in sub. (1) (a) to (e). Any such nonstandard rental provisions shall be provided to the tenant in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify and discuss each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed the nonstandard rental provision with the tenant and that the tenant has agreed to it.

(3) **NORMAL WEAR AND TEAR.** This section does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

(4) **TIMING FOR RETURN.** A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under subs. (1) and (2), within 21 days after any of the following:

- (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.
- (b) If the tenant vacates the premises before the termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord re-rents the premises before the tenant's rental

agreement terminates, the date on which the new tenant's tenancy begins.

(c) If the tenant vacates the premises after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises.

(d) If the tenant is evicted, the date on which a writ of restitution is executed or the date on which the landlord learns that the tenant has vacated the premises, whichever occurs first.

[143, s. 23](#) SECTION 23. 704.44 (intro.) of the statutes is amended to read:

704.44 Rental Residential rental agreement that restricts access to contains certain services provisions is void. (intro.) A Notwithstanding s. 704.02, a residential rental agreement is void and unenforceable if it allows does any of the following:

(1m) Allows a landlord in a residential tenancy to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services:

[143, s. 24](#) SECTION 24. 704.44 (1) of the statutes is renumbered 704.44 (1m) (a).

[143, s. 25](#) SECTION 25. 704.44 (2) of the statutes is renumbered 704.44 (1m) (b).

[143, s. 26](#) SECTION 26. 704.44 (2m) of the statutes is created to read: 704.44 (2m) Authorizes the eviction or exclusion of a tenant from the premises, other than by judicial eviction procedures as provided under ch. 799.

[143, s. 27](#) SECTION 27. 704.44 (3) of the statutes is renumbered 704.44 (1m) (c).

[143, s. 28](#) SECTION 28. 704.44 (3m) of the statutes is created to read: 704.44 (3m) Provides for an acceleration of rent payments in the event of tenant default or breach of obligations under the rental agreement, or otherwise waives the landlord's obligation to mitigate damages as provided in s. 704.29.

[143, s. 29](#) SECTION 29. 704.44 (4) of the statutes is renumbered 704.44 (1m) (d).

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SB 466—Landlord Tenant Law Changes

Continued from page 8 [143, s. 30](#) SECTION 30.
704.44 (4m) of the

statutes is created to read:

704.44 (4m) Requires payment by the tenant of attorney fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement. This subsection does not prevent a landlord or tenant from recovering costs or attorney fees under a court order under ch. 799 or 814.

[143, s. 31](#) SECTION 31. 704.44 (5) of the statutes is renumbered 704.44 (1m) (e) and amended to read:

[Down](#)

[Up](#)

704.44 (1m) (e) Threaten to take any action under subs. (1) to (4) [pars. \(a\) to \(d\)](#).

[143, s. 32](#) SECTION 32. 704.44 (5m) of the statutes is created to read:

704.44 (5m) Authorizes the landlord or an agent of the landlord to confess judgment against the tenant in any action arising under the rental agreement.

[143, s. 33](#) SECTION 33. 704.44 (6) of the statutes is created to read:

704.44 (6) States that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under s. 704.07 or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

[143, s. 34](#) SECTION 34. 704.44 (7) of the statutes is created to read:

704.44 (7) Imposes liability on a tenant for any of the following:

- (a) Personal injury arising from causes clearly beyond the tenant's control.
- (b) Property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees. This paragraph does not affect ordinary maintenance obligations of a tenant under s. 704.07 or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

[143, s. 35](#) SECTION 35.

704.44 (8) of the statutes is created to read:

704.44 (8) Waives any statutory or other legal obligation on the part of the landlord to deliver the premises in a fit or habitable condition or to maintain the premises during the tenant's tenancy.

[143, s. 35m](#) SECTION 35M. 704.44 (9) of the statutes is created to read:

704.44 (9) Allows the landlord to terminate the tenancy of a tenant if a crime is committed in or on the rental property, even if the tenant could not reasonably have prevented the crime.

[143, s. 36](#) SECTION 36.

704.95 of the statutes is created to read:

704.95 Practices regulated by the department of agriculture, trade and consumer protection. Practices in violation of this chapter may also constitute unfair methods of competition or unfair trade practices under s. 100.20. However, the department of agriculture, trade and consumer protection may not issue an order or promulgate a rule under s. 100.20 that changes any right or duty arising under this chapter.

[143, s. 37](#) SECTION 37. 799.40 (1m) of the statutes is created to read:

799.40 (1m) ACCEPTANCE OF RENT. If a landlord commences an action under this section against a tenant whose tenancy has been terminated for failure to pay rent, the action under this section may not be dismissed solely because the landlord accepts past due rent from the tenant after the termination of the tenant's tenancy.

[143, s. 38](#) SECTION 38 . Initial applicability.

(1) DISPOSAL OF PROPERTY.

(a) *At landlord's discretion*. The treatment of sections 321.62 (15) (a), 704.05 (5) (title), (a) (title), (intro.), 1., 2., and 3.,

(am), (b), (c), and (d), and 704.11 of the statutes first applies to property left behind by a tenant on the effective date of this paragraph.

(b) *Notice that property will not be stored*. The treatment of section 704.05 (5) (bf) of the statutes first applies to property left behind by a tenant under a rental agreement entered into or renewed on the effective date of this paragraph.

(2) DAMAGES FOR FAILURE TO VACATE. The treatment of section 704.27 of the statutes first applies to actions for damages, including eviction actions, that are commenced on the effective date of this subsection.

(3) RETURN OF SECURITY DEPOSITS.

(a) *Timing for return*. Except as provided in paragraph (b), the treatment of section 704.28 (4) (b) of the statutes first applies to tenants vacating before the termination date of a rental agreement who vacate the premises on the effective date of this paragraph.

(b) *Inconsistent provision*. If a rental agreement that is in effect on the effective date of this paragraph contains a provision that is inconsistent with the treatment of section 704.28 (4) (b) of the statutes, the treatment of section 704.28 (4) (b) of the statutes first applies to that rental agreement with respect to the timing of returning a security deposit upon renewal.

(4) SEVERABILITY OF PROVISIONS. The treatment of section 704.02 of the statutes first applies to rental agreements that are entered into or renewed on the effective date of this subsection.

(5) RENTAL AGREEMENT VOID IF TENANCY MAY BE TERMINATED FOR CRIME. The treatment of section 704.44 (9) of the statutes first applies to rental agreements that are entered into or renewed on the effective date of this subsection.



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Generation Y: What We Can Learn From Young Consumers

Continued from page 2



third-party sites are trusted by the Gen Y consumer. They are seen as the simplest way to get maximum information in a single site, similar to third-party travel sites such as Orbitz or Kayak. Also, a strong Google presence is a must-have for REALTORS®. If

you can't "Google it," it's irrelevant. High Google placement for your company's listings and services is huge in the online marketing competition today. Many companies and agents spend a hefty amount in Search Engine Optimization (SEO) to have their websites go to the top of the list on Google. Websites dedicated to individual listings are also becoming more popular. An individual website for each listing advances the company's Google placement as well as serves as a great marketing platform for that particular listing. Another option to enhance the Google placement is with a strong social media presence, such as popular professional blogs or a YouTube channel with high ratings and views.

YouTube is undeniably growing in popularity. The do-it-yourself video blogging site gives anyone the ability to express their message through a highly trafficked website. YouTube is no longer necessarily just a website to find a silly video of a sneezing panda; it has transformed into an unlimited video resource center to learn anything you can imagine. From how to install a garbage disposal to how to stage a home for an open house, there is nothing you cannot find on YouTube. The more creative real estate marketers are seeing this as an opportunity to provide value to the general public on their area of expertise. YouTube is a peer review site, and your videos can be shared and viewed easily to gain the much-needed credibility and grab the attention needed for optimal marketing.

The last and certainly most important major online resource that Gen Y consumers are using is social media. Most Gen Y consumers rely heavily on their social networks for peer review and acceptance. Some of the more popular sites actively used today are Facebook for social interaction and LinkedIn for business connections and networking. Both are extremely relevant in the real estate industry. On Facebook, members can post requests to their social network asking for advice on professional services, such as, "does anyone know of a good accountant?" The Gen Y consumer trusts the members of their social network to give them personal reviews to help their decision-making process. This is sometimes referred to as the "hive mind." Like a hive of bees all working together to accomplish a single goal, so is the decision-making process of consumers in a social media setting. If multiple

friends on Facebook respond saying they had an extraordinary experience with a certain business, it is going to be the most obvious choice in that consumer's mind. Having a presence on social media sites like Facebook is extremely crucial to the hive-mind thinking process and marketing to the Gen Y consumer in general.

The other large social media resource effectively used in the real estate industry is LinkedIn. This site has been primarily seen as a professional networking site, used as a way to connect with past and current colleagues or to search and connect with others for employment opportunities. However, many real estate professionals are now using this online network as a way to connect with specific interest groups, such as investors, to promote their services and inventory. This new online prospecting method can be very effective, if used correctly, to connect with Gen Y and technologically savvy buyers of today.

Creating the Ideal Customer Service Experience

Once a Gen Y consumer completes their due diligence, they will need to get to the next level of gathering information about the property or product by communicating with someone. Connecting personally is an important aspect of the homebuying process. In order to create a quality customer service experience, a quick response time is critical. The quicker the response time, the better chances you will have to attach to the consumer; conversely, the slower the response time, the greater likelihood you will lose the prospective customer. Many times this initial communication will be in the form of e-mail or text message. Being able to speak the same language of the consumer will help incubate the relationship and eventually turn it into a face-to-face meeting.

Being able to provide close to instant response time, communicate in their preferred method, and provide quality information will accelerate earning the trust of the consumer and creating a quality customer service relationship. Once a strong relationship is established, they will most likely remain a long-term client and turn into an advocate with a strong referral network. The Gen Y consumer will use their peer review process through social media to tell their extended sphere of influence what a great homebuying experience they had with you.

The most important piece of information for real estate professionals working with this generation is to be constantly accessible and relevant. Consumers want their information to be fast, easy and completely thorough, and being able to continuously and dependably fulfill their needs will ensure success with the Generation Y demographic of today.

1. Age and demographic data taken from NAR at www.realtor.org.

Dan Kruse is currently broker-owner and acting president for Century 21 Affiliated with 35 offices and 550 active agents throughout Wisconsin and Illinois.

Dan has a bachelor's degree in real estate and business management from the University of Minnesota, is a past president and REALTOR® of the year of the Rock Green REALTORS® Association, and currently sits on the board of directors for the Wisconsin REALTORS® Association. Dan is also an active member of the Wisconsin YPO chapter and sits on the President's Advisory Council for Century 21 International. Published: April 04, 2012



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Advocate Honored for Lead Poisoning Prevention Efforts

Mike Mokler, a rental property owner from Oshkosh and President of the Wisconsin Rental Housing Legislative Council, received the Department of Health (DHS) Secretary's Partners in Public Health Award from Tom Sieger, Deputy Administrator of the Division of Public Health. Mokler received the award for his advocacy among apartment owners at the Childhood Lead Poisoning Elimination Plan Implementation and Oversight Committee meeting on September 15, 2009. Mokler was recognized for his contribution to the

elimination of lead poisoning in Wisconsin by making his properties lead safe, educating thousands of other property owners in lead-safe property management, and actively engaging in rule making and legislation that would serve to eliminate lead poisoning in the state.

Mike Mokler is the past president of the Wisconsin Apartment Association. Mike is a trained lead risk assessor and participated in the state advisory committee that developed Wisconsin's lead certification rules. He has been active for many years bringing concerns of lead poisoning and lack of available resources to fix lead hazards to Wisconsin legislators, discussing opportunities for rental property owners and citizens alike. Mike worked with State Senator Coggs and Representative Wieckert to draft a window replacement loan program proposal, as early as 2003, which will hopefully be brought before the legislature again in 2009.

Mike was actively engaged in the development of DHS 163 Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards rule in 1997. With the passage of 1999 Wisconsin Act 113, a Registry of Lead-Safe and Lead-Free homes was created. Mike served as a member of the Lead Technical Advisory Committee, which met quarterly to draft changes to DHS 163 that were ultimately implemented in 2002.

In winter of 2005 Mike and DHS staff member Steve Antholt presented "A Plan to Create Lead-Safe Housing," a class held for 8 chapters of the Wisconsin Apartment Association. Through his efforts, a very close working relationship between state and local health departments and Wisconsin Apartment Association's chapters has been forged. Fruits of his work can be seen in the progress the City of Racine has made towards elimination of lead poisoning, because of close cooperation between the City and property owners.

Mike was one of the charter members of the Childhood Lead Poisoning Elimination Plan Implementation and Oversight Committee. When Mike is not volunteering his time to help eliminate lead poisoning, he manages about 300 properties in Oshkosh. In his management of property, Mike has set a high standard for providing safe, healthy and affordable rental housing in his community. To his credit, Mike has demonstrated by deed and personal conviction that sound property management is profitable while providing safe affordable housing.

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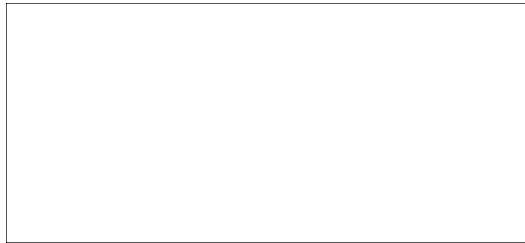


Kenosha Landlord Association

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On our regular
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May 16th, 2012

At 7:00 P.M.

**Community Development &
Inspections**

**Martha will speak about the upcoming
target zone areas for repair.**

&

**Discussion on the NEW
landlord Tenant law SB 466.**

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