



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.

VERIFICATION TIPS AND TRICKS

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There you are with a completed rental application in hand. It's all filled out, just like it's supposed to be. The applicant looks good on paper, almost too good. In fact you've never had one that looked this perfect before. Most of the people who want to rent this unit have a few dings somewhere in their history. You're used to living with some slow pays on credit reports, short time on the job and erratic income. This one has none of that.

Now you need to go to work. Even if the perfection of this application didn't ring alarm bells in your head, careful landlords go through the process I'm going to detail below: it's just good business.

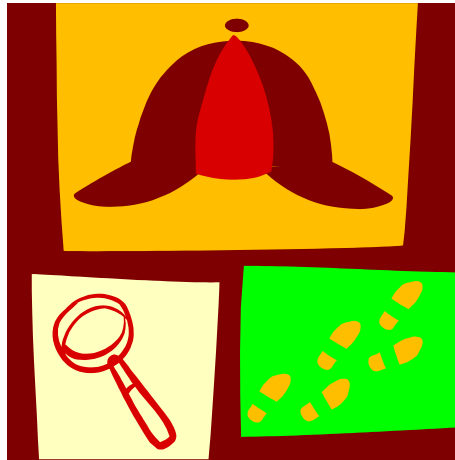
Driver's Licenses

You checked the applicants' drivers licenses when you took their application. Your state requires that when someone moves they notify the Department of Motor Vehicles on their change of address within 30 days. DMV then issues a new driver's license. You checked the address on their driver's license and wrote it on the Rental Inquiry Form (see the April 1997 issue).

Does everyone always tell DMV that they moved? Of course not. Dealing with DMV is a hassle in every state in the Union.

But that doesn't matter. An address does appear on the driver's license. An issuing date also appears. Most people have to renew their license every two, four, or six years, depending on the state—the average is four years—so they have to give DMV a current address.

As you start your verification process, you compare the address on the driver's license to those listed as previous addresses. You note that the driver's license address doesn't appear anywhere as a



previous address on the rental application. This makes you curious.

There could be a perfectly logical and reasonable explanation for the missing address, but you want all the facts before you talk to your applicant about it.

Credit Reports

Your applicants, assuring you that their credit was spotless, signed a sheet allowing you to pull their credit report, and you do. What you find when you get the report is interesting.

Their credit is not bad. There's not much there, a couple of store credit cards that seem to have been paid on time, and a Visa card that has a low limit and is current. (They did forget about the one judgment, though.) The

interesting thing is the lines at the top of the report right below their names—current and previous addresses.

You notice that their current address matches the one on credit report, but the address before that doesn't appear on the application, and it's only six months old. That address also doesn't appear on the driver's license. Now you have two addresses to be curious about.

Once again, there could be a perfectly logical and reasonable explanation for the missing address, but, once again, you want all the facts before you talk to your applicant about it.

County Tax Records

In total, you now have five addresses. Three are on the rental application as previous addresses and two you have discov-

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Property Management — Tenant Screening



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

No landlord ever wants to land a bad tenant, but regretfully all screening processes were not created equally. Applicants put their best foot forward and the more they have to hide the greater lengths they will go to hide facts that would eliminate them from consideration.

The screening process can vary widely from company to company so its important to find out just how much protection the company is going to provide you from what later turn out to be bad tenants. It only takes one eviction to drive home just how important this aspect of the management companies duties really is. In addition to the questions below, ask for a copy of the rental application they use to find out if its a generic document or custom tailored. Get an idea of how much protection the management companies you interview will provide you with their screening process by asking the following questions:

Will they "hold" a property for a tenant, and take it off the market before a lease is signed? If so, do they charge a fee?

There should absolutely be a fee so that you are protected in the event that things fall through.

What systems do they have in place to protect against rental scams? Have they ever been duped by one?

Scams are becoming more widespread and more advanced. It's not just Nigerian scammers, but

local scammers who will copy your ad, break into your home, and show the unit so they can collect a "security deposit" and run. We're not joking, either.

What methods do they use to screen tenants?

The more comprehensive the better. Former landlords should be contacted, income and employment should be verified, credit report run, application information verified for authenticity, personal references contacted, public notice (bankruptcy, eviction) search run, etc. There are so many tricks of the trade in this area and each manager will have their own time-tested methods.

If they use a third party for tenant screening find out who and why they use them instead of doing it in house.

Which tenant qualifications are most important to them?

Will they consider a tenant who meets their qualification in some areas but not in others?

Ideally, you want them bringing in people who are serious about their job or schooling. Remember that the less someone has to lose in life (money, family, career, reputation, personal pride), the less you can expect from them as a tenant. The eviction rate and tenant turnover rate on the properties they manage is a good indicator of how well they screen tenants.

Do they provide you with tenant information so you can approve or deny each tenant?

This may sound like a good idea but in reality it's not. Tenant screening is what [property management companies](#) do, it's what they should be experts at, and it's what you are paying them for. If you don't trust them to perform this CRITICAL function then you should not consider hiring them. When owners get involved in the screening process the possibility of discrimination (well intended or not) goes up significantly. Fair housing violations lead to lawsuits that can cost thousands. This is a significant liability both for you and the management company.

Other Miscellaneous questions to ask:

What do they charge tenants for the application fee?

Do they require the application fee be paid in certified funds?

Do they require each adult that will be renting to complete their own application?

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So Are Illegal Provisions In Wisconsin Residential Rental Agreements Severable Or Not?

<http://petriestocking.com/blog/>, June 8, 2012, Posted by [Tristan R. Pettit, Esq.](#) in [Legislation](#), [Rental Agreements](#), [Rental Documents](#) | [4 Comments](#)

SHORT ANSWER: Yes . . . and No.

LONG ANSWER: The newly passed law referred to as the [Landlord's Omnibus Law \(Act 143\)](#) addresses this issue but provides contra-

dictory answers.

In newly created [sec. 704.02](#)

of the Wisconsin Statutes, the law states quite clearly that the provisions of a rental agreement or lease are severable. Specifically, it states that 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 the other provisions of the rental agreement that can be given effect without the legal provision.

So according to [sec. 704.02](#), the answer to question posed in the title of this blog post would be a resounding "Yes."

BUT . .

In the very same law, the legislature also decided to create a new [section 704.44](#) that copies a regulation from ATCP 134 entitled (Residential Rental Provisions), specifically [ATCP 134.08](#) entitled "Prohibited Rental Agreement Provisions," which sets forth 7 things that cannot be included in a Wisconsin residential rental agreement – which I affectionately refer to as the [7 Deadly Sins](#).

The legislature also decided to add an 8th and 9th provision that cannot be included in residential rental agreements in Wisconsin. So now I have to refer to the outlawed provisions as "The 9 Deadly Sins" which just doesn't have the same ring to it. :(

The 9 provisions that if included in a residential rental agreement will render the agreement void are:

1. Any provision that allows a land-



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So Are Illegal Provisions In Wisconsin Residential Rental Agreements Severable Or Not?

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lord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services: (a) increase rent, (b) decrease services, (c) Bring an action for possession of the premises, (d) refuse to renew a rental agreement, (e) threaten to take any action under pars. (a) to (d). **This is one of the new clauses added by the legislature in Act 143.**

2. A provision that authorizes the eviction or exclusion of a tenant from the premises, other than by judicial procedures as provided under [ch. 799](#).
3. A provision that 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](#).
4. A provision that 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's fees under a court order under [ch. 799](#) or [814](#).
5. A provision that authorizes the landlord or an agent of the landlord to confess judgment against the tenant in any action arising under the rental agreement.
6. A provision that 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.
7. A provision that 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.
8. A provision that 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.

9. A provision that 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. **This is the other new clause added by the legislature in Act 143.**

So according to [sec. 704.44](#), the answer to question posed in the title of this blog post would be "yes . . . unless it is one of the 9 deadly sins which if included in a Wisconsin residential rental agreement or lease would not be severable and in fact would render the entire agreement void."

Why can't the law be more simple and clear?



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ered from the applicants' drivers' licenses and credit report. You call the county tax assessor's office. Here is where it gets really interesting. You ask for the property owners at each of the addresses. This is all public record, so you have no problem getting the information. Now you have five names and addresses of owners.

The interesting thing about the "previous landlord" names on the rental application is that all three are different from the names listed as the owners of the property. It is possible that the "landlord" names could actually be property managers, but it is worth checking.

Looking the property owners up in the telephone directory gives you two phone numbers, a call to directory assistance results in a non-published number for the third property owner. Fortunately, the non-published number is the current landlord. You'll deal with that later.

Wow! Do you get an earful when you call the two property owners whose names you got from the county. Yes they were the actual landlords; and no, they didn't have property managers. Some of the responses are not printable in a family newsletter, but the gist of them was that your "near perfect" tenants left both rental properties in

the middle of the night, owing considerable money to their landlords.

These folks sure wish they knew where these sterling tenants were so they could serve them with a summons to appear in court to answer the lawsuit. You are happy to oblige.

There's still more fun to be had. Remember the two addresses that weren't listed on the rental application? You get phone numbers for both those property owners, too. Your calls to them result in even better information. They tell you about the drug dealing that went on and the police visits to the unit. These landlords would also like the current address of your applicants. "Anything to help," is your response

The Phone Call

And the fun still isn't over. What about the phone numbers that the applicant listed on the application as current and previous landlords? First you look them up in the phone company reverse directory and discover that one of them is listed to someone with the same last name as your applicant. call them. You call them just for the entertainment value.

The conversation goes like this:

"Hello."

"Hello, this is Joe Landlord. I'm calling about Jerry Applicant for a reference."

"Yes, he lived here six months, always paid the rent on time and was a terrific tenant."

"Thanks. And just for my records, what is your name?"

"Bill Landlord."

"Thanks, Bill."


Now you know for a fact that you just dialed the phone number of someone with the same last name as your applicant. Nobody named "Bill Landlord" lives at that phone number. You also know, from having called landlord references in the past, that they don't have all the information about a previous tenant right at their fingertips; they have to look for it in a file. So even if you had called these people first, before you verified anything, you would have been suspicious about how fast they were able to answer your questions about the applicants.

It's a shame to stop having so much fun. But you have other applicants to check. This one is going to get your standard rejection letter (see the May 1999 issue) saying that you were "unable to verify information supplied by the applicant."

The old axiom "if it seems too good to be true, it probably is" applies here. What seemed like the perfect tenant was a perfect tenant from hell. Your simple verification of the information on the rental application saved you the same fate as the landlords who weren't so careful when they rented to these folks.

"Robert Cain is a nationally-recognized speaker and writer on property management and real estate issues. For a free sample copy of the Rental Property Reporter call 800-654-5456 or visit their web site at www.rentalprop.com."





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How to become a landlord - or get a landlord license

If City of Kenosha Had Landlord Licensing—

This article shows a picture of what we may have to do when purchasing a property.

Read more: [How to become a landlord - or get a landlord license | eHow.com](http://www.ehow.com/how_4559543_become-landlord-landlord-license.html#ixzz1yx8KqfGI)
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Become a Landlord

If you are interested in renting a room in your house, or renting an entire property that you have acquired, consider this your basic guide for becoming a landlord. There is a lot that you need to know when renting a property that I can not possibly cover fully in this article, but the purpose of this article is to provide you with a basic checklist to help get you started renting. Just read along, follow my steps, and be sure to also follow up with your city housing and inspection offices for additional details and requirements.

Instructions

1 . So you have decided to become a landlord and start renting your property. There are many reasons that people want to start renting their property. These reasons generally include moving to a new home, purchasing an [investment](#) property, getting help to pay for the mortgage on the home they live in now, or trying to break into commercial property management. Regardless of your reasons, here are the basic steps to follow.

2 . **GET A RENTAL LICENSE:** Before even looking into rental agreements, pricing, and stuff like that, you need to get your home qualified to become a rental unit, and you need a rental license from the city you live in. There are a lot of strict city ordinances, rules, and regulations about rental property, so you need to get acquainted with these rules and regulations for the area you live in. Go down to your local city building and ask to talk to the Housing / [Development](#) / Ordinance office. Cities have different names for these offices, but if you try one of these, they should be able to point you in the right direction.

3 . Once at the office, let them know that you are interested in renting your property. Let them know that you would like to [learn](#) about the rental inspection process and licensing and costs associated with doing this.

4 . It is also helpful to ask them if they can give you a landlord/tenant rules and regulations pamphlet. They may not have this on hand, and you may have to go to the city courthouse to get this. This is very important to read as it highlights all of the most common laws for the city you live in regarding landlords and tenants. I highly recommend that you get this and read through it entirely!

5 . The process for becoming an approved rental property owner is actually pretty easy, but time consuming. You will have to be patient and work with the city every step of the way to ensure a smooth process. The first step you need to take is to schedule and pay for a home inspection conducted by the city ordinance officer. They will give you a date and time that they are available to come out to your property. It is important that you meet the ordinance officer at your home on the date that you have scheduled. Try to be there early, and do not waste the city ordinance officers time. They are very busy. Also avoid having to reschedule these appointments.

6 . On the day of your home inspection, try to be there at least 15 minutes earlier than the city inspector. They will come out to your home, take a look at your property for any code violations, concerns, or problems that you need to correct and they will create a list for you to review. First time inspections can take anywhere from a hour to a hour and thirty minutes. Plan for the inspection to last at least an hour, and do not rush the inspector once they get to your property. I would also recommend that you walk with the inspector, but

let them do their job, and only answer questions when asked. Avoid additional small talk.

7 . The inspector will go back to their office and write up a formal list of violations that you need to correct in order to bring your property up to code and get it approved as a rental unit. They will also provide you a due date to get the violations changed.

8 . Once you get this letter, read over each item, and get the items they request taken care of. Call the city housing office back and ask them any questions about the violations you have or advice for fixing the issues should you need it. You will also need to reschedule an appointment for the ordinance officer to come out and check the violations he listed. You generally do not have to pay for the follow up inspections, but you should ask to be sure. The city will also give you enough time to get the violations finished, but if you need more time, just ask to push the re-inspection date back a little.

9 . Plumbing, electrical, and gas/furnace issues should be handled by professional, licensed, and certified contractors. Call these folks, if needed, and let them know that you need them to have them check out/repair certain items for a rental inspection. Ask them for receipts and even signed comments to give to the inspector upon completion of their work.

10 . Once you have completed fixing all of the violations on the list that the city ordinance officer provided you, wait for the next appointment date that you set up in Step 8. The officer will then back come out to your home and check to see if everything passes. If it does, then you can go to the city office or court house and purchase a landlord license with the city. If you fail the inspection, you can work with the city to reschedule an inspection again. You will have to pay for this new inspection.

11 . Once you purchase your landlord license, you can safely rent your property knowing that it has been approved by the city. Now all you need to do is get a great set of rental application and lease documents, and start looking for tenants! I would also recommend that you also go to the city court house and ask them what the process is for evicting tenants - because every landlord has to deal with that eventually.

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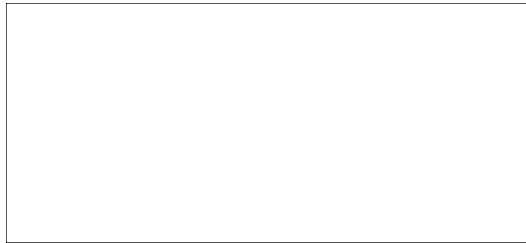


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