



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.

State Of Wisconsin Carbon Monoxide Alarm Rules

Comm 62.1200 Carbon monoxide alarms. These are department rules in addition to the requirements in IBC chapter 12:

(1) DEFINITIONS. In this section:

(a) "Dwelling unit" has the meaning as given in s.101.61 (1), Stats.

Note: Section 101.61 (1) reads: "Dwelling unit" means a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

(b) "Fuel-burning appliance" means a device that is installed in a building and burns fossil-fuel or carbon based fuel where carbon monoxide is a combustion by-product, including stoves, ovens, grills, clothes dryers, furnaces, boilers, water heaters, heaters, fireplaces and stoves.

(c) "Residential building" has the meaning as given in s.101.149 (1) (b), Stats.

Note: Section 101.149 (1) (b) reads: "Residential building" means a tourist rooming house, a bed and breakfast establishment, or any public building that is used for sleeping or lodging purposes. "Residential building" does not include a hospital or nursing home.

(d) "Sealed combustion appliance" means a listed appliance that acquires all air for combustion through a dedicated sealed passage from the outside to a sealed combustion chamber and all combustion products are vented to the outside through a separate dedicated sealed vent.

(e) "Sleeping area" has the meaning as given in s. 101.145 (1)(b), Stats.

Note: Section 101.145 (1) (b) reads: "Sleeping area" means the area of the unit in which the bedrooms or sleeping rooms are located. Bedrooms or sleeping rooms separated by another use area such as a kitchen or living room are separate sleeping areas but bedrooms or sleeping rooms separated by a bathroom are not separate sleeping areas.

(2) INSTALLATION. (a) 1. Listed and labeled carbon monoxide alarms or detectors shall be installed at locations specified in s.101.149 (2), Stats., and maintained in accordance with s. 101.149(3), Stats., in buildings, including buildings existing on October 1, 2008, which are residential buildings or include residential buildings, and contain fuel-burning appliances, except as provided in subd. 4.

Note: Section 101.149 (2) and (3), Stats., reads:**(2) INSTALLATION REQUIREMENTS.** (a) Except as provided in par. (b), the owner of a residential building shall install a carbon monoxide detector in all of the following places not later than the date specified under par. (c):

1. In the basement of the building if the basement has a fuel-burning appliance.

2. Within 15 feet of each sleeping area of a unit that has a fuel-burning appliance.

3. Within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance.

4. In each room that has a fuel-burning appliance and that is not used as a sleeping area. A carbon monoxide detector shall be installed under this subdivision not more than 75 feet from the fuel-burning appliance.

5. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit, except that, if there is no electrical outlet within this distance, the owner shall place the carbon monoxide detector at the closest available electrical outlet in the hallway.

(b) If a unit is not part of a multiunit building, the owner of the residential building need not install more than one carbon monoxide detector in the unit.

(c) 1. Except as provided under subd. 2., the owner of a residential building shall comply with the requirements of this subsection before the building is occupied.

2. The owner of a residential building shall comply with the requirements of this subsection not later than April 1, 2010, if construction of the building was initiated before October 1, 2008, or if the department approved the plans for the construction of the building under s. 101.12, Stats., before October 1, 2008.

(d) Any carbon monoxide detector that bears an Underwriters Laboratories, Inc., listing mark or similar mark from an independent product safety certification organization satisfies the requirements of this subsection.

(e) The owner shall install every carbon monoxide detector required by this subsection according to the directions and specifications of the manufacturer of the carbon monoxide detector.

(3) MAINTENANCE REQUIREMENTS. (a) The owner of a residential building shall reasonably maintain every carbon monoxide detector in the residential building in the manner specified in the instructions for the carbon monoxide detector.

(b) An occupant of a unit in a residential building may give the owner of the residential building written notice that a carbon monoxide detector in the residential building is not functional or has been removed by a person other than the occupant. The owner of the residential building shall repair or replace the nonfunctional or missing carbon monoxide detector within 5 days after receipt of the notice.

(c) The owner of a residential building is not liable for damages resulting from any of the following:

1. A false alarm from a carbon monoxide detector if the carbon monoxide detector was reasonably maintained by the owner of the residential building.

2. The failure of a carbon monoxide detector to operate properly if that failure was the result of tampering with, or removal or destruction of, the carbon monoxide detector by a person other than the owner or the result of a faulty alarm that was reasonably maintained by the owner as required under par. (a).

2. The installation of carbon monoxide alarms or detectors in accordance with s. 101.149 (2) and (3), Stats., shall be throughout the entire building where a portion of the building includes a residential building.

3. The installation of carbon monoxide alarms or detectors in adjacent units required under s. 101.149 (2) (a) 3., Stats., shall apply to those units located on the same floor level.

4. The 75-foot installation limit specified under s. 101.149(2) (a) 5., Stats., shall be measured from the door of the unit along the hallway leading from the unit.

5. The installation of carbon monoxide alarms or detectors is not required in buildings if construction of the building was initiated before October 1, 2008, or if the department approved the plans for the construction of the building under s. Comm 61.30, provided the building does not have an attached enclosed garage and either of the following circumstances applies:

a. All of the fuel-burning appliances in the building are of a sealed-combustion type that are covered by the manufacturers' warranties against defects.

b. All of the fuel-burning appliances in the building are of sealed-combustion type that are inspected in accordance with sub. (3) or rules promulgated by the department of health services under s. 254.74 (1) (am), Stats.(b) 1. Carbon monoxide alarms shall conform to UL 2034.

2. Carbon monoxide alarms shall be listed and labeled identifying conformance to UL 2034.

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3. Carbon monoxide detectors and sensors as part of a gas detection or emergency signaling system shall conform to UL 2075.

(c) Carbon monoxide alarms to be installed in a building shall be wired to the building's electrical service and include battery secondary power supplies, if either of the following conditions applies:

1. Plans for the construction of the building were submitted for review under s. Comm 61.30 on or after October 1, 2008.

2. Construction of the building was initiated on or after October 1, 2008, if plans were not required to be submitted and approved under s. Comm 61.30.

(d) Carbon monoxide alarms to be installed within a dwelling unit shall be interconnected so that activation of one alarm will cause activation of all alarms within the dwelling unit, if either of the following conditions applies:

1. Plans for the construction of the building were submitted for review under s. Comm 61.30 on or after October 1, 2008.

2. Construction of the building was initiated on or after October 1, 2008, if plans were not required to be submitted and approved under s. Comm 61.30.

(3) INSPECTION OF SEALED COMBUSTION APPLIANCES. (a) The owner of a building or their agent shall arrange the inspection of sealed combustion appliances and the vents and chimneys serving the appliances under sub. (2) (a) 5. b.

(b) Pursuant to sub. (2) (a) 5. b., the inspection of the sealed combustion appliances, vents and chimneys shall be for the purpose of determining carbon monoxide emission levels.

(c) Pursuant to sub. (2) (a) 5. b., the inspection of the sealed combustion appliances, vents and chimneys shall be performed at least once a year.

(d) For the propose of sub. (2) (a) 5. b., the inspection of the sealed combustion appliances, vents and chimneys shall be performed by an individual who holds a certification issued under s. Comm 5.73 as an HVAC qualifier.

(e) If upon inspection, the carbon monoxide emissions from a fuel burning appliance, vent or chimney are not within manufacturer's specifications, the appliance may not be operated until repaired or carbon monoxide alarms or detectors are installed in accordance with s. 101.149 (2) and (3), Stats.

(4) ORDERS. Pursuant to s. 101.149 (6) (b), Stats., the department may issue orders for a violation of the provisions of this section.

(5) PENALTIES. Violation of the provisions of this section shall be subject to the penalties provided under s. 101.149 (8), Stats.

Note: Section 101.149 (8), Stats., reads:

(8) PENALTIES. (a) If the department of commerce or the department of health services determines after an inspection of a building under this section or s. 254.74(1g) that the owner of the building has violated sub. (2) or (3), the respective department shall issue an order requiring the person to correct the violation within 5 days or within such shorter period as the respective department determines is necessary to protect public health and safety. If the person does not correct the violation within the time required, he or she shall forfeit \$50 for each day of violation occurring after the date on which the respective department finds that the violation was not corrected.

(b) If a person is charged with more than one violation of sub. (2) or (3) arising out of an inspection of a building owned by that person, those violations shall be counted as a single violation for the purpose of determining the amount of a forfeiture under par. (a).

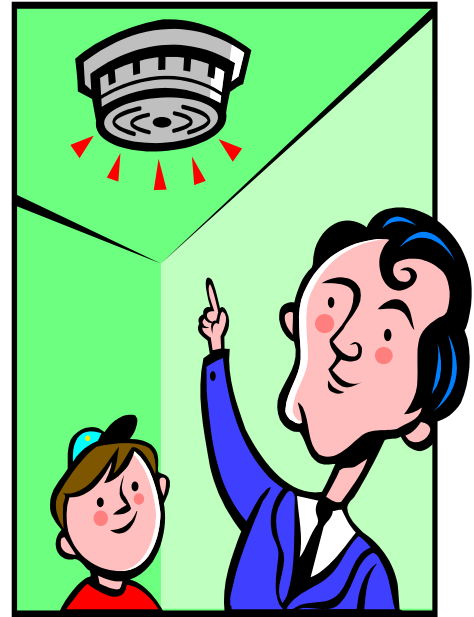
(c) Whoever violates sub. (4) is subject to the following penalties:

1. For a first offense, the person may be fined not more than \$10,000 or imprisoned for not more than 9 months, or both.

2. For a 2nd or subsequent offense, the person is guilty of a Class I felony.

History: EmR0826: emerg. cr. eff. 10-1-08; CR 08-085: cr. Register May 2009 No. 641, eff. 6-1-09; corrections in (3) (a) to (d) and (4) made under s. 13.92

(4) (b) 2. and 7., Stats., Register May 2009 No. 641.



Happy Thanksgiving



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Success One Landlord At A Time

How will you know when you are successful? If you believe you are now, how do you know? Most people, landlords included, simply cannot point to a goal and state positively that they have accomplished it. I know that just about every landlord had the plan to be successful when he or she bought the first rental property. Success is still sitting there waiting for every landlord to grab and run with it.

And you snatch it and begin or restart in the next month. So get ready to set some New Year's resolutions that might actually show you that you are successful.

I was curious, so I did a search for landlord New Year's resolutions and came up with three or four websites that listed at least 10 each. The goals in each were remarkably similar even if they were worded slightly differently. All were aimed at getting landlords to do the things that will make them successful in their businesses. But they don't quite provide the tools to actually [accomplish those goals](#).

We are to "cut costs" and "watch cash flow." We are to "get better tenants" and "screen better." We are to prepare a maintenance plan and schedule maintenance. We are to "get organized." We are to "get rid of bad tenants." We are to "enforce late fees." We are to "increase rents." Fluff, fluff and more fluff.

Certainly each of these goals is worthwhile such as they are. But they are fluff. Two more, which rank as fluffiest, were "be proactive" and "focus on the long-term."

The essential part of any resolution or goal is that you will actually be able to tell when you have accomplished it. You must have an objective measurement that you can point to and say, "I did it!"

That is not possible with any of those I listed above.

Of course, none of these websites provides actual measurable goals because rental property success is measured one landlord at a time. Each landlord's success is unique to him or her, not to some



Geop's for lake County IL

I have been to the Lake County, IL circuit court website. It is helpful.

After you have typed in a persons name, you click on the case number you want to open. You will see that the first tab is "Parties to the Case"

which lists the peoples names. Other tabs are Charges, Court Events, Docs. By clicking each tab you uncover a history of information on that case. Because IL doesn't list the address's or date of birth, it's hard to figure out if you have the right person when you have entered in a popular name.

<https://circuit-clerk.lakecountyil.gov/publicAccess/jsp/>

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Success One Landlord At A Time

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overall, generalized goal such as those the websites listed.

So, let's take one or two of these goals and see how to put them into practice so you can measure if you have accomplished them. "Get better tenants" is almost a broken record to many landlords. We all want the best tenants possible renting from us. Okay, how do we know if Richard Renter standing in front of our desk with a rental application mostly filled out (except for the landlords and addresses where he's lived that he "doesn't remember," of course) will be someone whom we would accept as a resident in one of our rental properties? Would he be a "better tenant"?

Since each property is different, attracting different qualities of applicant and tenant, we can't make a blanket assumption of the classification of "better tenant" is. That requires carefully crafted rental policies and standards that we can use to compare the qualities of each applicant against. Without those, the judgment of "better tenant" is left to our whim and mood at the moment.

Thus, a measurable resolution might be worded, "create rental policies and standards for each rental property that includes minimum income required, minimum length of previous residence required, minimum credit score required, and quality of landlord references, and do it by January 15, 2012." Then decide for each property what those are, write them out, print them, and hand them to each applicant, so you are ready to measure each rental application against them.

"Get rid of bad tenants" is assuredly a worthwhile, profit-enhancing goal. But how do you measure who a "bad tenant" is? That may be a harder one. I have had tenants who irritated me and whom I was happy when they moved but who also paid the rent on time and took care of their homes. Were they "bad tenants"? Only when I got the notes with each rent check with complaints such as "light bulbs burn out too often" did I think of them as "bad tenants." Of course, the

far end of the "bad tenant"

continuum is the Tina Tenant who hasn't paid rent on time, if at all, since the first month she lived there and whose boyfriend moved in with her along with his constantly "visiting" friends who have wild, drunken parties every weekend. Obviously, Tina goes.

But somewhere in the middle is a midpoint for tenants to get rid of and tenants who are simply annoying. Again, with each property, that cutoff may be somewhat different, and for each landlord it may be different depending on a landlord's ability to tolerate irritation.

But the important point is that each landlord has to decide where that cutoff is. How many times must the rent be late? How many times do the police have to come? How much damage to the property must there be? Answer those questions about each tenant in each property.

By all means, make New Year's resolutions. Raise the rent, get better tenants, enforce late fees, get organized, but write down exactly what that means so you can point to success when you accomplish it. No more fluff, only measurable success. It is your success and you can accomplish it if you know exactly when that success has happened.

From: rentalpropertyreporter.com



**KLA Members -
No Membership Meeting
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INSTALL CARBON MONOXIDE ALARMS
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The City of Madison Fire Department encourages all residents to learn more about Wisconsin's new carbon monoxide (CO) law in effect as of February 1, 2011

WHAT YOU NEED TO KNOW

- ✓ All single family and two-unit homes – new and existing – must install a CO alarm on every floor level, near sleeping areas.
- ✓ New construction must be hard-wired with a battery back-up.
- ✓ Existing homes may install any type of CO alarms; battery, plug-in, or combination smoke/CO devices.
- ✓ A carbon monoxide detector required under this section shall bear an Underwriters Laboratories, Inc., listing mark.
- ✓ The law takes effect February 1, 2011.
- ✓ Alarms should be installed in accordance with directions from manufacturer.

EXCEPTIONS

- ✓ CO alarms are only required in new and existing homes that have any fuel burning appliance, which includes: stoves, ovens, grills, clothes dryers, furnaces, boilers, water heaters, fireplaces and heaters OR an attached garage.
- ✓ Alarms do not need to be installed in the attic, garage or storage area of homes.

MAINTENANCE

- ✓ Test alarms monthly.
- ✓ Replace alarms according to manufacturer instructions.
- ✓ Check batteries and replace twice a year.
- ✓ Alarms should never be disconnected or unplugged.
- ✓ Batteries should never be removed for other uses.

This information based on Wisconsin Act 158 and Wisconsin Department of Commerce Rules



Liza Thober
Broker/Owner




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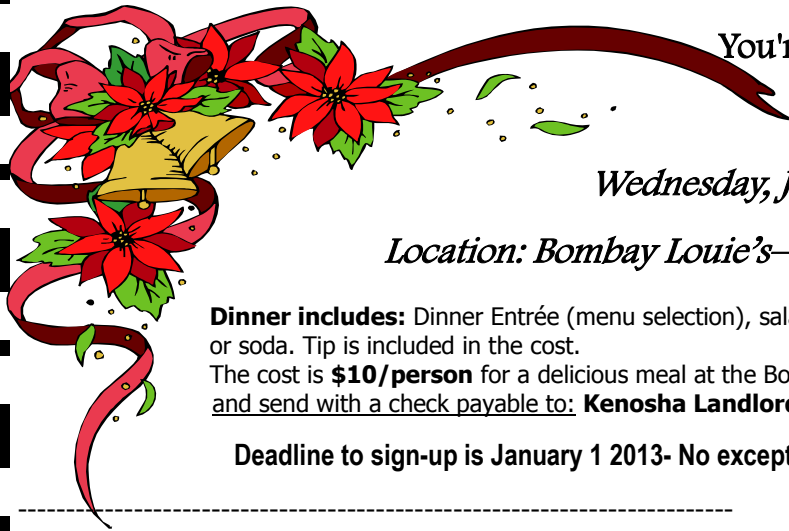
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The cost is **\$10/person** for a delicious meal at the Bombay Louie's Restaurant. Please complete the form below and send with a check payable to: Kenosha Landlord Association P.O. Box 1505 Kenosha, WI 53141

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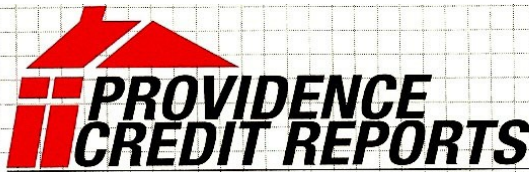
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Kenosha Landlord Association ~ 2013~2014 Annual Holiday Party

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Location: Bombay Louie's



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Why You Must Address Bad Renter Behavior Now.

This is a problem that festers in too many rental properties. Every time the phone rings the landlord is afraid it's another complaint from a tenant about "that

one." It festers because landlords don't deal with tenant situations as they arise, but let them fester until they are intolerable or the landlord has simply has a bad day and says, "Enough!" The result will often result in the landlord gnashing teeth and vowing vengeance, but will make the recalcitrant tenant gleeful.

Here's what happens. It's gone on for some time now. All of it. All the irritations and the ignoring of the lease agreement. Other tenants complain. The rent shows up late but just two weeks late, but who's counting? What to do? The problem arises not just with the tenant who can't manage to be a decent neighbor or pay the rent regularly, but from the fact that the landlord has not seen fit to do anything about it. That's what we'll look at here. The next month the rent doesn't arrive by the fifth, so the landlord sends a three-day notice to pay up or get out. The

rent doesn't arrive by the eighth of the month and the landlord files the [eviction](#). Court dates take a while to come around, so about the 15th of the month the tenant brings the rent over and the landlord turns it down. "Too late," he says, "you're out of here." The judge doesn't agree.

The tenant claims when everyone gets to court that he thought it was all right to pay the rent late, since the landlord has always accepted it late before. What's the big deal this time? The judge rules that the landlord had "lulled" the tenant into thinking it was okay to pay late. The landlord has to ac-

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Why You Must Address Bad Renter Behavior Now.

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cept the rent this time.

“But the lease says. . .” objects the landlord. The lease doesn’t matter because the actions of the landlord have superseded the terms of the lease. We can’t simply pick and choose what terms we will enforce and when. Instead, if we expect consistency we ourselves must be consistent in our insistence on adhering to the terms of a lease. But, then, who reads the lease, anyway?

The one consolation is that from now on the rent had better be on time, because next time the court will not accept “lulling” as a defense for late rent, as the judge carefully explains to the tenant. Of course, that doesn’t apply to all the other irritating things the tenant does.

This tenant has still been lulled into believing being a bad neighbor and all-around jerk is most likely okay with his landlord. The landlord hadn’t complained about that behavior.

The solution is simple but not easy. It requires work and effort. As landlords, if we expect to have our evictions, for example, hold up in court, we must respond to each and every issue we have with tenants, documenting what we did and when including phone calls and personal visits, keeping copies of all correspondence and notices with notes about the tenant’s responses and our actions. Be thorough. Make more than simple jottings such as “Talked to tenant.” Explain exactly what you talked to the tenant about and what the tenant said he would do or quit doing. Make sure there’s a date and time listed.

Why don’t landlords jump right on behavior that can negatively affect their properties? For one thing, it’s a lot of trouble. They have to write a letter and mail it or post it on the door of the rental unit. For another, it’s not a pleasant thing to do. It involves confrontation and possible argument. We all hope deep down in our psyches that problems will just go away. Usually tenant problems don’t and

our failure to deal with them simply create bigger problems, such as an inability to evict.

The third reason is that somewhere, sometime, some rental owners got the notion that

owning rental property was “passive income.” If you think that, disabuse yourself of the notion immediately. [Rental property is a hands-on investment](#). It requires constant attention to all its facets, not just tenant relations. If you want passive income, buy mutual funds. (But then, good luck.)

Ignoring rental problems is not all right either for landlords or tenants. The problems fester and can turn into gangrenous sores.

From <http://www.rentalpropertyreporter.com>



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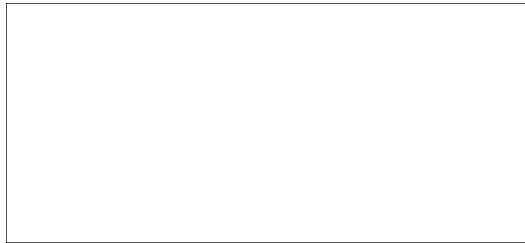


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Kenosha, Wisconsin 53141

RETURN SERVICE REQUESTED



Next Meeting

VFW

6618-39th Ave

On our regular
3rd Wednesday the month

Nov 20, 2013

6:30 P.M. for food

7:00 P.M. for meeting

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

Brian Hervat,

Tenant Screenings

www.kenoshalandlordassociation.ws

Free Food Or Snacks Provided At Meetings