



# WAA News

Volume 33 Issue 7 • July/August 2012 • Connecting the Rental Community Right Next Door and Across the State

## Happy Independence Day!



### WAA Conference and Tradeshow

*Check out the insert on pages 11-14 for Conference events and information, such as the bowling event, an updated schedule and registration form, speakers, classes and more!*

#### In this Issue ...

- Bylaw Amendments
- DIY Mistakes
- Drugs in Your Rental?
- Reduce Your Expenses
- Landlord Liability
- ... and More!



# 2012 Roster of Events

(for a full calendar of events go to: <http://www.waaonline.org>)

## BOARD MEETING

Saturday, July 14 • 10:00 a.m. - 4:00 p.m. (Lunch served at Noon)

Robbins Restaurant, 1810 Omro Rd, Oshkosh

Lunch choices are: Robbins soup, salad, & baked potato bar, Robbins Club sandwich (turkey & ham with bacon, lettuce, tomato, Swiss cheese & mayo served on toasted bread), or a chicken Caesar wrap. Sandwich and wrap served with your choice of french fries or fresh fruit. Cost is \$12 and includes coffee, tea, milk, or soda. Please RSVP to Kristy at [kristy@waaonline.org](mailto:kristy@waaonline.org) or 920-230-9221 no later than **Monday, July 9th** with your lunch selection.

*Due to road construction, the Hwy 21 exit will be closed until November. Please use the 9th Ave exit and take the east frontage road (Koeller Street) north to Hwy 21 (Omro Road). Follow detour to Hwy 21 (Omro Rd).*

## BOARD MEETING

Saturday, September 15 • 10:00 a.m. - 4:00 p.m. (Lunch served at Noon)

Robbins Restaurant, 1810 Omro Rd, Oshkosh

Please RSVP to Kristy at [kristy@waaonline.org](mailto:kristy@waaonline.org) or 920-230-9221

no later than **Monday, September 10th**.

*Due to road construction, the Hwy 21 exit will be closed until November. Please use the 9th Ave exit and take the east frontage road (Koeller Street) north to Hwy 21 (Omro Road).*



## 2012 WAA Conference & Tradeshow "WAA: Extra, Extra-Protect Yourself"

October 12-14 at the Plaza Hotel & Suites, Wausau.

**The registration form can be found on page 11.**

Rooms can be reserved by contacting the Plaza at 800-754-9728 under room block #2360 at a low rate of \$72/night for tower or courtyard rooms. Room block open until September 12th.

## EXTRA! EXTRA! YOUR HELP IS NEEDED!

The conference committee is working hard to make this a great conference filled with lots of education, networking, & fun.

The committee would also like everyone, individual members and all locals, to consider donating to our silent auction.

Any new or like new item, themed basket, or gift cards are welcomed. Please contact Kristy at the WAA office if you would like to make a donation. All proceeds from this year's silent auction will be used to continue the update of the WAA website.

We hope you will help support the silent auction and will join us in October!



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\* Information in these articles should be used as a guide only and should not be relied upon as the sole source of information relating to its content. Additional sources of information may be listed herein. No warranty, either express or implied, is made with respect to the information contained herein. Neither WAA nor RHR is responsible for any loss, inconvenience, damage (whether special or consequential) or claims arising out of the use of the information contained. You should always seek advice from your attorney regarding any legal matters.



# President's Letter



I hope you are all having a good summer!!! As I write this (May 31) it's only 50 outside.....but we've already had too many 90 degree days, so the break is rather nice. There was a meeting in Madison on May 24th regarding the Crime Free Addendum, with several others on hand, to discuss what we wanted in this bill. Our meeting was very productive; it was agreed we would meet again on June 13th to review the rough draft, making sure it will be ready to present to the legislature during the next session.

The municipality utility people that were scheduled to meet with us on that day needed more time to prepare, so we didn't meet with them at this time. There has been a problem for a long time between landlords and municipal utilities because the utility companies automatically charge the landlords if tenants move and don't pay their electric and/or water bills. We will be meeting with them in the near future and I will keep everyone posted on the date and time.

This year is nearly half over and I had so many projects planned. Being retired, I subconsciously think I have so much more time!!! Could it be that I'm moving slower? My dad used to say that retirement does not mean that I quit punching the clock; it only means I will do the work when I feel like it. If I don't feel like doing it today, it will wait until tomorrow. How many of you feel that way? Time does have a way of getting away from us.

Then again much has been done this past month! If you recall, I attended the Wisconsin Police Chiefs Conference this past January. As a result, 83 officers from several different communities have had some landlord/tenant training. Judging from many of their comments and questions, we have a long way to go toward **GETTING LANDLORDS TO FOLLOW THE LAW**. Many of them, especially in the upper two-thirds of the state, have shared that verbal agreements are the norm. Many landlords want the police to do the work that is really the landlord's responsibility. All around the state we can do better to educate landlords, tenants, and law enforcement. You may ask "Why do I want to do that?" Because when we all work together, and training is part of that, there will be fewer Landlord/Tenant complaints (ranked #3 in consumer complaints), we will have more influence, and our industry will be more productive.

This year, particularly this past spring, has been more challenging for WRHLC and, as a result, the financial strain is being felt. I am asking each local to consider donating something to WRHLC in the next month or so. Gary has been working hard on our behalf and needs our support. Legislative Day was quite a bit more expensive this year because we didn't have the luxury of using the Capitol for our meetings and lunch period. The facilities at the Inn on the Park were great, but they weren't free. Thank you kindly.

Thank you kindly.

Dale Hicks  
WAA President

# Bylaw Amendments



Here's an overview of the amendments as reviewed and voted on by the Board of Directors at the meeting on Saturday, April 21<sup>st</sup> at Robbins Restaurant, Oshkosh. A copy of the revised bylaws has been emailed to all local Presidents.

## Proposed Amendment #1 – PASSED

Article: Article IV – Membership, Section 2 Members at Large

Proposed Wording: Those owners and managers of residential housing in the State of Wisconsin who are located in an area not represented, ***based on the predefined geographical regions represented on the map***, by a local association which is chartered by the Wisconsin Apartment Association, shall be considered a member-at-large of Wisconsin Apartment Association.

## Proposed Amendment #2 – PASSED WITH CORRECTION – see stricken sentence below.

Article: Article V – Affiliated Locals, Section 4 Size

Proposed Wording: Each local affiliate shall be comprised of not less than five (5) members in good standing, ***at least two (2) meetings per year, and four (4) communications with its members per year***, unless, upon recommendation of the Wisconsin Apartment Association Executive Committee, this requirement is waived by the Board of Directors and such waiver shall be reviewed by the Board of Directors on an annual basis. ***It is also required that the local have representation in attendance at a minimum of three (3) state Board meetings every two (2) years.***

## Proposed Amendment #3 – PASSED WITH CORRECTIONS – see below.

Article: Article VII – Governing Body, Section 1 Board of Directors (a)

Proposed Wording: Each affiliated local association shall be entitled to one Director for membership in the local affiliate of up to 50 members, a second Director for membership between 51 and 150 members, . . . The number The number of Directors from each local affiliate shall be based on membership as of December 31 of the preceding year, however, if the membership of the local increases during the year, representation shall be adjusted upward as defined above. The representation may not be reduced during the year, provided the local affiliate is active and in good standing. ***Each local shall provide a list of their elected officers state Board director(s) along with two (2) alternates for each position to serve as Director(s) at the state meetings by January 1<sup>st</sup> each year. If the list is not provided, the local President will serve as the Director with the Vice President as alternate. Only these Directors will be allowed to vote as a Board member at state Board meetings.***

## Proposed Amendment #4 – PASSED

Article: Article VII – Governing Body, Section 1 Board of Directors (b)

Proposed Wording: The Members-at-Large shall be entitled to one (1) Director ***recommended by the Nominating Committee and appointed by the Board of Directors*** to represent all Members-at-Large.

## Proposed Amendment #5 – PASSED WITH OPPOSITION

Article: Article VII – Governing Body, Section 2 Executive Committee

Proposed Wording: The Executive Committee shall consist of a President, a Vice President, a Treasurer, a Secretary, the immediate past President, and the Regional Director for each of the geographic regions established by these bylaws ***and will each count as one vote at all meetings.***

## Proposed Amendment #6 – PASSED

Article: Article VII – Governing Body, Section 2 Executive Committee (f)

Proposed Wording: ***A quorum of the Executive Committee at any meeting shall be the majority of those members present.***

## Proposed Amendment #7 – PASSED

Article: Article VII – Governing Body, Section 3 Regional Committee

Proposed Wording: Regional Advisory Committee shall consist of one or more members who have been delegated for a one year term of service by the local affiliates of that region. One member of each Regional Advisory Committee shall act on the behalf of their region's affiliates as an advisor to and voting member of the Executive Committee ***and the Board of Directors.***

## Proposed Amendment #8 – FAILED

Article: Article VII – Governing Body, Section 3 Regional Committee (c)

Proposed Wording: Regional Advisory Committees shall report back to the local affiliates of that region, no less than quarterly, regarding the benefits, programs, education, political activity and finances of the Wisconsin Apartment Association, ***as well as to check in on the activities of the local.***

## Proposed Amendment #9 – TABLED FOR FURTHER DISCUSSION

Article: Article IX – Meetings of the Board of Directors, Section 6 Voting

Proposed Wording: ***Each person present at a Board meeting will count as one towards the quorum and will only count as one vote. Therefore, the members of the Executive Committee can vote either as their position or as their local Director.***

## Proposed Amendment #10 – PASSED

Article: Article X – Standing Committees (b)

Proposed Wording: ***Each committee shall consist of no less than three (3) members and no more than ten (10) members.***



## Top 10 DIY mistakes by home 'handymen'

By Pat Curry • Bankrate.com

The first thing any savvy do-it-yourselfer should take into account when considering a new project is that it will probably take twice as much time and three times as much money as you thought.

Or maybe it's three times as long and twice as much money.

Either way, there's a good reason why it's true: DIYers make mistakes.

Lots of them.

But you can learn a lot from mistakes. For example, whatever it was that my husband did to make all the outlets in the kitchen blow at the same time -- don't do that again. The bad news is that mistakes always wind up making your home-improvement project more expensive and more time-consuming than you want it to be.

With that as a given, we asked home-improvement experts around the country for the most common mistakes they see.

**1. Not taking out the required permits.** Considered a bother at best by many DIYers, permits actually serve a greater purpose than just raising money for the government. "People in permitting offices aren't evil," says Lou Manfredini, the official Ace Hardware "Helpful Hardware Man."

"They're there to make sure the job is done right and you don't hurt yourself." Plus, for some jobs, such as putting in a wood stove, you need proof of the permit or your insurance carrier won't cover it. Not sure if your job requires a permit? The rule of thumb is that you need one for anything larger than painting and wallpapering. It doesn't hurt to call the building department and ask.

**2. Starting a job without the necessary tools and supplies.** Nothing slows down a job more than not having all the materials you need. Manfredini says the reason the pros can do what they do is that they buy quality tools. "There's

always a bargain bin," he says. "It's not a wise investment. You lose time and money."

**3. Inadequate preparation of the job site.** If you do a small addition, suppliers will be delivering materials. You don't want them out of order or exposed to the weather while you are working, says Ed Del Grande, host of the DIY Network's "Warehouse Warrior" show. Beware: They could be stolen if they're not properly stored. (If you have a septic tank, make sure you know where it is. If a supplier delivering materials in a heavy truck drives over it, you could be looking at a cracked tank. Yuck.)

**4. Skimping on materials.** Barbara Kavovit, owner of Barbara K Enterprises in New York, says she often sees DIYers use 1/4-inch drywall for building walls instead of the minimum 5/8-inch or 3/4-inch if you want a good sound barrier. The same rule applies to plywood for subfloors. Go with 3/4-inch. It creates a much stronger floor, especially if you're installing wood floors over them.

**5. Using the wrong paint.** One of the biggest DIY projects around, painting can make a place look great. Manfredini says flat paint should only be used for ceilings because it's usually not as washable as paints with an eggshell or satin finish. On outdoor decks, "sun and rain tear the heck out of the wood," he says. Clear sealers don't block the UV rays, and they peel. Use a linseed-oil-based stain -- it drives the pigment into the wood and preserves it.

**6. Improper preparation of walls for painting.** A good, quality paint job is 90-percent preparation, Manfredini says. Clean the walls, sand them and patch any holes before you paint. A coat of primer or stain blocker is advisable if you're trying to cover over oil-based paint, stains or peeling paint, or if you're painting a lighter color over a darker color.

**7. Unsafe job conditions.** Nothing diminishes your return on investment like a trip to the emergency room. Wear safety goggles when using power tools or working with drywall or wood; wear hard hats when you're working under other people on scaffolding; and open some windows when you're painting or staining, or stripping old finishes off of floors or walls, Del Grande says. And don't wear loose-hanging clothing, especially when using power tools. Wear gloves when

cont'd on page 7



cont'd from page 6

carrying wood, metal and rock, or when hammering, and wear a nail or tool pouch to prevent damage to your floors and more importantly, the feet of people and pets.

**8. Inaccuracy.** Successful DIYers live by this rule: Measure twice, cut once. It's so important for things like building walls, hanging drywall or cutting baseboards, countertops or pipe. If you're going to err, err on the side of too long. You can always make something shorter; you can't make it longer. Spackle can cover only up to a 1/8-inch seam.

**9. Working beyond your limits.** Everybody has them. Del Grande won't work on a roof; yours might be plumbing or electrical work. Don't stand on the top steps of ladders, and don't try to work beyond your reach. Ladder accidents

send more than 164,000 people to the emergency room every year, according to the U.S. Consumer Product Safety Commission.

**10. Failure to get a clue.** You don't want to start to learn how to do a project on your own house. If you have a friend who is a contractor or an experienced DIYer, offer your assistance on one of his projects so you can learn. No one will turn away free labor. If you need to remove a supporting wall, have an engineer look at it to see what kind of beam you need to replace it. "If you have a saw in your hand and have a question about what you're doing," Del Grande says, "stop. Follow that little voice in your head."

## Introducing the Focus on Energy Multifamily Energy Savings Program

Focus on Energy is pleased to announce a new name, a new program design, and a new way to earn reward dollars for owners and managers of apartments and condo buildings. Previously known as the Apartment & Condo Efficiency Services Program, the Focus on Energy Multifamily Energy Savings Program specializes in energy efficiency opportunities for existing multifamily properties. By helping building owners and managers enjoy lower operating costs, as well as allowing residents to appreciate a lower cost of living and a more comfortable living space, there are many ways to benefit. The program offers energy assessments, financial rewards for the purchase and installation of equipment at existing buildings as well as equipment tune-ups, and free direct installation services (including water-saving showerheads and faucet aerators, pipe insulation, and compact fluorescent light bulbs). Before investing in new high-efficiency equipment, find out if you are eligible for Focus on Energy Rewards through the Multifamily Energy Savings Program. Learn how to save energy, earn valuable rewards, and increase the value of your multifamily properties by calling 866.486.0832 or visiting [focusonenergy.com/multifamily](http://focusonenergy.com/multifamily).



**focus on energy**<sup>sm</sup>

Partnering with Wisconsin utilities

[focusonenergy.com/multifamilyprograms](http://focusonenergy.com/multifamilyprograms)



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## Start Renting

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## Signs Your Rental is a Drug House

When you make the decision to invest in rental property and entrust it to residents, you expect those residents to behave responsibly. Once you hand over the keys, your rental property is in the hands of strangers, and you must maintain vigilance to ensure the protection of your property. Criminals are increasingly turning to rental properties as locations to manufacture illegal drugs. Turning a blind eye to potential illegal activity could result in thousands of dollars of damage to your property as well as the possibility of fines and additional penalties.

Here are telltale signs your rental is a drug house.

**1. Be wary of residents who seem overly interested in the electrical supply when viewing the property.** Unusual questions regarding the wiring may indicate plans to grow cannabis, which needs plenty of heat and light to thrive. Growers often attempt to tamper with electrical wiring to bypass the electric meter, preventing the detection of excessive electrical use.

**2. Watch for excessive humidity in the rental.** Marijuana grow-operations need a high level of moisture. Look for mildewed carpet, peeling paint, or condensation on the windows.

**3. Watch out for residents who want to pay their rent upfront in cash for the entire period of tenancy.** Residents intent on cultivating or manufacturing drugs want to minimize your presence in the building. Payment in cash also prevents you from learning details about their checking account, which could help trace them in the event their illegal activity comes to light.

**4. Stay on the lookout for blacked-out windows and curtains that remain closed in the daytime.** Residents involved in drug production need privacy.

**5. Pay attention to neighbors' reports of people coming and going from the house at all hours.** This traffic pattern is typical of a methamphetamine lab or house, since addicts can stay up for days at a time and do not maintain regular hours for sleep.

**6. Stay alert for strange odors that smell like cat urine, ammonia, ether or acetone.** These smells are associated with meth production. Additionally, skunk-like odors could be indicative of a marijuana grow operation.

**7. Take note of excessive trash, especially duct tape, drain cleaner, lantern fuel cans, and antifreeze containers.** All are used in meth production.

**8. Beware of chemistry equipment such as beakers, flasks and rubber tubing.** Since the practice of chemistry as a hobby is quite rare, take the presence of such equipment seriously.

**9. If you suspect drug activity, ask the neighbors if they see residents taking cigarette breaks.** Since ether, which is highly explosive, is used in meth production, residents who manufacture this drug must go outside to smoke.

You should conduct a walk-around of the exterior of the rental property every four to five weeks. If you suspect drug activity, contact law enforcement immediately. Never confront the resident yourself. A landlord's liability for drug activities varies by state, so take action whenever you suspect illegal activity on your rental property. You will want to terminate the tenancy as soon as possible to prevent lawsuits, destruction of property, and trouble with the law.

*A.Kappauf, EZineArticles.com*

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**Registration Form**  
**2012 WAA Conference & Tradeshow**  
**"WAA: Extra, Extra-Protect Yourself"**  
October 12<sup>th</sup> – 14<sup>th</sup>  
at the Plaza Hotel & Suites,  
Wausau

- MEMBERS:** \$200-1 person /\$265-2 people from same company (includes all sessions & meals)  
 Saturday Only-\$85/person (includes all Saturday sessions, tradeshow, & annual dinner)  
 Saturday Annual Dinner Only-\$35/person

- NON-MEMBERS:** \$240-1 person/\$305-2 people from same company (incl. all sessions & meals)  
 Saturday Only-\$110/person (includes all Saturday sessions, tradeshow, & annual dinner)  
 Saturday Annual Dinner Only-\$40/person

Name of Registrant(s): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Local Affiliate: \_\_\_\_\_ Email: \_\_\_\_\_

- First-Time Attendee       Local Officer       Past State Association President

**TOTAL Conference fees \$ \_\_\_\_\_ Please draft check to "WAA Conference"**

*Sorry no refunds or transfers. Registrants may resell registration if necessary.*

Name on card (*Visa or MasterCard*): \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

*Please list name(s) for your annual dinner choice(s) below:*

( ) *Sirloin & Shrimp* \_\_\_\_\_  
*(Sirloin steak cooked to medium with three jumbo shrimp baked in garlic butter)*

( ) *Atlantic Cod* \_\_\_\_\_  
*(Cod filet baked in lemon butter)*

( ) *Oven Baked Chicken* \_\_\_\_\_  
*(Chicken breast baked and drizzled with the Plaza's signature Bourbon sauce)*

( ) *Vegetarian Pasta Alfredo* \_\_\_\_\_  
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# WAA Conference & Tradeshow Schedule



## WAA: Extra, Extra-Protect Yourself 2012 WAA Seminar & Events Schedule

(All seminars/events & locations subject to change without notice)

<b>Friday, October 12, 2012</b>				
<b>9:00 – 5:00</b>	<b>Registration</b> Lunch on your own			
<b>1:00 – 2:15</b>	<i>Working With People That Hoard – Brenden McDaniel CPO-CD® cSMM, Action Organizing Services</i>	<i>Protect Yourself Using Entity Planning &amp; from the Tax Man with Cost Segregation – Tim Moy, CPA, MBE CPAs</i>	<i>Basic Landlord/Tenant Law Quiz – Andrew W. Schmidt, Schmidt &amp; Schmidt, SC</i>	<i>RHR #109: Nuts &amp; Bolts of Evictions</i>
<b>2:30 – 3:45</b>	<i>Record Retention, Organization, &amp; Protection – Kathy Haines, Landlord Services</i>	<i>Healthy Homes Equal Healthy Residents – Nicholas Berger, Dept. of Health Services</i>	<i>How to Manage Your Online Reputation – Jodi Fisher &amp; Natalie Schoessler, IMPACT Virtual Services</i>	
<b>4:00 – 5:15</b>	<i>2011 WI Act 143: What It Means to You – John H. Fischer, Dr. Rent</i>	<i>Practical Defensive Carry Solutions – Brad Nenstiel, Central WI Firearms</i>	<i>Intermediate Estate Planning – Andrew W. Schmidt, Schmidt &amp; Schmidt, SC</i>	
<b>5:30 – 6:00</b>	<b>First Time Attendees' Reception</b> <i>President Dale Hicks</i>			
<b>5:30 – 8:30</b>	<b>Tradeshow</b> <i>Dinner/Silent Auction</i>			
<b>9:00 – 11:30</b>	<b>Bowling at Mountain Lanes</b> <i>Sponsored in part by Great Lakes Commercial Laundry Sales</i>			

<b>Saturday, October 13, 2012</b>	
<b>7:30 – 8:30</b>	<b>Breakfast/Registration</b>
<b>7:30 – 8:30</b>	<b>President's Breakfast</b> <i>For Local Presidents or Representatives Only</i>
<b>8:30 – 10:20</b>	<b>Legislative &amp; Political Updates 2012</b> <b>By Gary Goyke (WRHLC)</b>

# WAA Conference & Tradeshow Schedule



10:30 – 11:30	<b>Keynote:</b> <b>“Workplace Violence Plans, Policies, &amp; Procedures for Rental Owners &amp; Managers”</b> <i>Presented by Joe Rosner, Best Defense USA</i>			
11:30 – 1:30	<b>Tradeshow &amp; Lunch</b> <i>Silent Auction</i>			
1:30 – 2:45	<i>Personal Safety for Rental Owners &amp; Managers – Joe Rosner, Best Defense USA</i>	<i>Customizing Quickbooks for Landlords I &amp; II – John H. Fischer, Dr. Rent</i>	<i>How Apartment Owners Can Become Invincible to Lawsuits &amp; Save Thousands in Taxes – G. Kent Mangelson, CFP, American Society for Asset Protection</i>	<b>RHR #107: Screening Techniques</b> <small>(NOTE: This course must be completed prior to taking #108-Screening Workshop)</small>
3:00 – 4:15	<i>Using Online Tools to Market Your Properties – Sue &amp; Chris Mokler, Mokler Property Management</i>			
5:30 – 6:30	<b>President’s Cocktail Reception</b> <b>Music by the Wisconsin String Trio</b> <i>Silent Auction</i>			
6:30 – 9:00	<b>Dinner &amp; Annual Meeting</b> <i>Silent Auction</i>			
9:00	<b>Hospitality Room</b> <i>Refreshments provided by Marshfield Area Apt Association &amp; WI Rapids Rental Property Owners Association</i>			

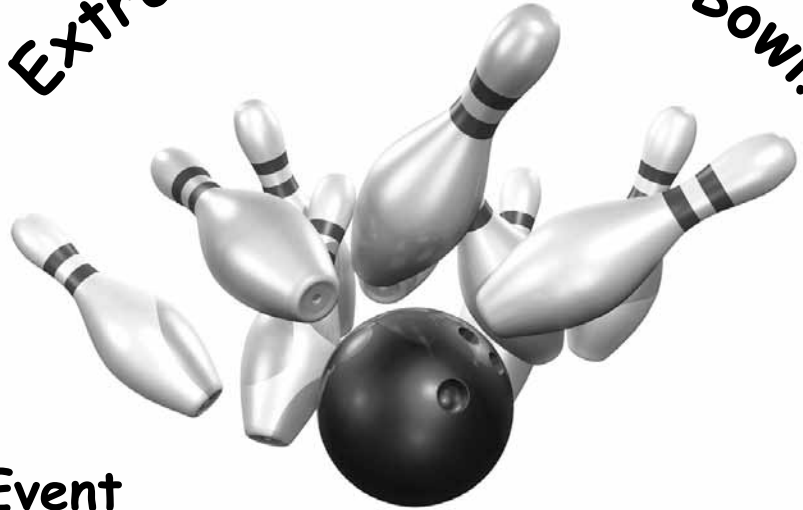
Sunday, October 14, 2012				
9:00 – 11:50	<b>RHR #108: Screening Workshop</b> <small>(NOTE: This course can only be taken if you have completed #107-Screening Techniques)</small>	<b>RHR #110: Bonding &amp; Garnishment</b>	<b>RHR #203: At Risk Tenants</b>	<b>An Introspective Look at Association Leadership – John H. Fischer, Dr. Rent</b>
12:00	<b>Lunch on your own</b>			



# Bowling Event / WAA Officer Nominations



## Extra! Extra! Time to Bowl!



## Conference Bowling Event

The conference committee, along with Bill White and Joe Kleiser of Great Lakes Laundry Commercial Sales, will be hosting a night of bowling fun at Mountain Lanes, just across the street from the Plaza, Friday evening of this year's conference. Each lane will be set for a foursome to begin by 9:30 p.m. and will include two games, your shoes, a large one topping pizza, and a pitcher of soda. The conference committee will also be hosting a few fun games throughout the night for prizes. We hope you will join us for this fun event on Friday, October 12th!

---

## Nominations for 2013 Officers

Elections will be held at the September 15th Board meeting. Please contact Deanna Zewen (dzewen@hotmail.com or 262-939-7394) if you are interested in running for an office or have a nomination.

### Current nominations for each office are:

President - Open

Vice President - Sherrie Dorn, *current Vice President*  
(Southern WI Landlords Association-Racine)

Secretary - Adele Vogel, *current Secretary*  
(Waukesha Area Apartment Association)

Treasurer - Casey Swetland, *current Treasurer*  
(Kenosha Landlord Association)."





## WAA Office Notice

Kristy, WAA Administrative Assistant, will be out on maternity leave in August and September. We will have part time, temporary help through conference time, but please be aware that the WAA office will be open during this time on an as needed basis and we ask that you call in advance should you need to stop by.

Also, if you will need forms, please try to plan your orders prior to August 3rd to stock up until after October 16th. We will do our best to fill orders between these dates, but there may be a slight delay in getting them out to you. Thank you for your understanding and patience during these months while Kristy attends to the new addition to her family!

*Have you checked your applicant's credit history?*

*Is the applicant financially creditable to live in your property?*

*Would you like to know if your applicant has ever declared bankruptcy or has any judgments against them?*

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## Tips for Working with Any Resident



It doesn't matter what type of resident you rent to you can have better resident relations by adhering to these tips:

**Be professional:** Real estate investing is a business. Treat it that way. Establish your acceptance criteria for residents, and put it in writing. Know your lease and the law. And, enlist the help of professionals, like property managers and attorneys, when you need to.

**Don't get personal:** You're not your resident's best friend, and your rental business is not a charity. Don't get sucked into the resident's personal problems. If his sad story starts coloring your better judgment, it's time to hire a property management company.

**Stick to the lease:** A good lease can provide the answer to many tenancy woes. Have an attorney review your lease to make sure you have a solid document. Then, review the lease with your resident at the time of signing to make sure he understands his responsibilities.

**Screen aggressively and use professionals:** The nature of leasing laws, resident activism, and liability laws has turned landlording into a riskfilled business. Not hiring professionals who adhere to recognized standards can put your rental assets at risk.

**Find support:** You don't have to operate in a vacuum. Attend meetings of local real estate investment associations. Network with other investors. They can offer suggestions and keep you focused.

**Hire help:** Savvy investors enlist others to manage their resident problems so they can focus on investing. Consider hiring a property management company if you are unable or unwilling to learn and/or do the tasks necessary to effectively manage your properties.

Article appearing in Personal Real Estate Magazine.  
[www.personalrealestateinvestormag.com/](http://www.personalrealestateinvestormag.com/)



## Landlord Liability for Tenants' Dogs

*Some landlords fear that they'll be on the hook if a tenant's dog injures someone.*

One of the reasons landlords are reluctant to rent to tenants with dogs is fear that if the dog injures someone, the landlord, as well as the dog's owner, may end up paying.

It's very rare, however, for a landlord to be found liable for injuries inflicted by a tenant's dog. Just leasing premises to a tenant with a dog isn't enough, by itself, to make a landlord legally responsible for a tenant's dog. For example, if a tenant's apparently friendly dog bites someone, the landlord isn't liable for the injury. (See, for example, *Stokes v. Lyddy*, 75 Conn. App. 252 (2002) and *Georgianna v. Gizzy*, 483 N.Y.S.2d 892, 126 Misc. 2d 766 (1984).)

In general, courts hold a landlord liable only if the landlord:

- knew the dog was dangerous and could have had the dog removed; or
- "harbored" or "kept" the tenant's dog—that is, cared for or had some control over the dog.

These factors may also apply to homeowners' associations, which control common areas in their developments, as well as landlords. (See *Barrwood Homeowners Assoc., Inc. v. Maser*, 675 So. 2d 983 (Fla. App. 1996), reh'g denied (1996).)

If a landlord is found financially liable, the building owner's liability insurance may cover the loss.

### Knowing About and Having Power to Remove the Dog

In many states, someone trying to hold a landlord liable for injuries caused by a tenant's dog must prove both that the landlord knew that the dog was dangerous and that the landlord had the power, legally, to make the tenant get rid of the dog or move out. As one court put it, a property owner cannot "sit idly by in the face of the known danger to others." (*Linebaugh v. Hyndman*, 516 A.2d 638 (1986) aff'd, 524 A.2d 1255 (1987) (landlord liable for injury caused by tenant's dog because landlord knew dog had bitten someone before).)

But not all states use this rule. Under some laws, landlords are not liable even when they know a tenant's dog is likely to hurt someone. A Montana rancher, for example, knew that a dog belonging to his foreman (who lived on the rancher's property) had bitten someone.

But when the dog later bit a utility company meter-reader, the rancher wasn't held liable. If, however, the rancher had exercised some control over the animal, he would have been liable. (*Criswell v. Brewer*, 741 P.2d 418 (Mont. 1987).)

**Actual knowledge.** To be held liable, a landlord must actually know that a tenant's dog is a danger to others. In practice, that means the landlord must know that the dog has already threatened or injured someone.

For example, a landlord who knows only that a tenant's dog is kept chained and barks at people who approach probably will not be held liable if the dog bites someone. A New York court, given those circumstances, did not hold a landlord liable for the injury her tenant's dog inflicted. (*Gill v. Welch*, 524 N.Y.S.2d 692 (1988).)

If the dog is particularly threatening, however, that may be enough evidence of a dangerous tendency, as a Colorado landlord found out. Before signing a lease, the landlord took care of two dogs that belonged to a prospective tenant. During the two weeks he had the dogs, they threatened his grandchild. Nevertheless, he rented to the tenants. When the dogs later severely injured a child, a court found the landlord liable for the injuries. The court ruled that by leasing the premises to the tenants, the landlord knowingly created a "clear potential for injury." (*Vigil ex rel. Vigil v. Payne*, 725 P.2d 1155 (Colo. App. 1986).) A similar result was reached in a New York case. (*Strunk v. Zoltanski*, 479 N.Y.S.2d 175, 468 N.E.2d 13 (1984).)

A landlord who ignores overwhelming evidence of the danger posed by a tenant's dog does so at his peril. Such an irresponsible landlord may be punished by being made to pay extra damages (called punitive damages) over the amount needed to compensate the victim. That's what happened in an Alaska case, after a six-year-old girl was mauled by two dogs that belonged to her next-door neighbor in an Anchorage mobile home park. When she sued the mobile home park, a jury awarded her \$235,000 in compensatory damages and \$550,000 in punitive damages. On appeal, the court ruled that the mobile home park's inaction, after it knew of incidents involving the tenant's dogs, had been such "blatant disregard of its tenants' safety" that it justified the extra damages. (*Alaskan Village v. Smalley ex rel. Smalley*, 720 P.2d 945 (1986).)

On the other hand, some Ohio landlords were not liable for injuries caused when a tenant's dog bit a child, even though they knew the dog had bitten another child nine days earlier. The landlords said, in sworn statements, that they thought the dog had been destroyed after the first incident. The court ruled that this reasonable belief meant that they had no duty to take further action. (*Parker v. Sutton*, 594 N.E.2d 659 (Ohio





cont'd from page 16

App 1991).) Whether other landlords would be let off the hook in similar circumstances is questionable; most courts hold landlords liable for knowing about conditions (including the presence of a dangerous dog) on their property.

Power to remove the dog. It wouldn't be fair to hold a landlord responsible for a dog he is powerless to control or have removed. For example, say a landlord buys a building that is already occupied by a tenant who has both a one-year lease and a dangerous dog. The landlord probably won't be liable for any injuries the dog causes, because the landlord may not be able to order the dog removed. But if the tenant has a month-to-month rental agreement, which can be terminated on 30 days' notice, the landlord who does nothing after finding out the tenant has a dangerous dog may be liable if the dog later hurts someone.

In a North Carolina case, a tenant's two rottweilers attacked a visitor. The lease gave the landlord the right to demand that the tenant remove his dogs within 48 hours if the landlord decided that they were a nuisance or simply undesirable. The court concluded that this provision gave the landlord control over the tenant's dogs, and he could have eliminated the danger they posed. (*Holcomb v. Colonial Associates, LLC*, 597 S.E.2d 710 (N.C. 2004).

A landlord who acquires a potentially dangerous or troublesome dog along with the property can still take measures to avoid injuries and liability. Eviction may be possible if the dog is a nuisance. Short of eviction, a landlord could fence in a yard, ask the tenant to keep the dog inside, or post warning signs.

Injuries Off the Landlord's Property. A landlord may be liable for injuries caused by a tenant's dog even off the rented property. The Supreme Court of Oregon ruled that a landlord can be liable if the landlord knew that the dog posed an unreasonable risk of harm to persons off the rental property. In that case, the landlord knew that the dog had been declared "potentially dangerous" by the county after it bit a child, and that the dog was sometimes allowed to roam. (*Park v. Hoffard*, 847 P.2d 853 (Or. 1993).)

A California Court of Appeal ruled similarly, stating that liability for a dog bite off the premises depends on the same factors as liability for an injury on the premises. If, for example, a dog escapes because of defects in the landlord's property, the landlord would be liable for off-site injuries caused by the dog. (*Donchin v. Guerrero*, 41 Cal. Rptr. 2d 192 (Cal. App. 1995). Some courts, however, have ruled that a landlord has no duty to prevent injuries to third parties caused by a tenant's dog off the premises. (*Tran v. Bancroft*, 648 So. 2d 314 (Fla. App. 1995).)

## Harboring a Tenant's Dog

Someone who "keeps" or "harbors" a dog—that is, cares for or exercises some control over it—is usually treated just like the dog's legal owner when it comes to liability for injury the dog causes. A landlord who does more than merely rent to a tenant who has a dog may be considered a keeper. Here are some examples:

- A landlord who lived off the premises hired a manager to take care of his Illinois apartment building. The manager allowed one tenant to fence in the building's back yard, which all the tenants used, and keep his dog there. One day the 65-pound dog leaped over the fence and bit a boy's nose, requiring plastic surgery to repair the damage. The Illinois Supreme Court ruled that the landlord had not harbored the dog within the meaning of the law. Without some "care, custody or control," of the dog, the landlord was not liable. (*Steinberg v. Petta*, 501 N.E.2d 1263 (1986).)
- Connecticut landlords rented an apartment to dog owners, but didn't feed or take care of the dog. The dog was not allowed to roam in or use the yard abutting the building. A court ruled that the landlords were not "keepers" of the dog, and so were not liable to a guest of the tenants who was bitten by the dog. (*Buturla v. St. Onge*, 519 A.2d 1235 (Conn. 1987).)
- The landlord of a mobile home park was not a keeper of a tenant's dog, under the Minnesota dog-bite statute, because the landlord never tried to control or manage the dog. When the dog attacked a two-year-old on the landlord's property, the landlord could not be found liable, a court ruled. (*Wojciechowski v. Harer*, 496 N.W.2d 844 (Minn. App. 1993).) The court based its decision on the dog-bite statute only; it did not discuss whether or not the landlord knew the dog was dangerous.
- A Wisconsin landlord was held not to be a keeper or harbinger of her tenant's dogs, which were kept in a wooded area near where the tenant and landlord lived. The court also ruled that landlords who do not have control over or custody of dogs could not be liable, on general principles of negligence, for injuries those dogs cause. (*Smaxwell v. Bayard*, 682 N.W.2d 923 (2004).)

by: Mary Randolph, J.D., Nolo.com





## WAA Newsletter Dates & Procedures

1. Items for newsletter should be forwarded to [jodi@sugarcoatdesign.com](mailto:jodi@sugarcoatdesign.com), electronically whenever possible.
2. Please submit news articles in the following formats: MS Word, Html copy, PDF, MS Works, eps, jpeg, tiff or text format.
3. Your articles, either by email, fax, or US mail must be received by the 3rd of the preceding month.

Please send your articles to:

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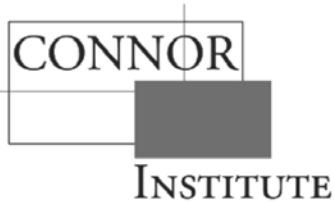
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## **ARE YOU SURE?**

**Renovators, Property Managers, Realty/Leasing Agents:**

**Are you sure you understand 40 CFR 745.84?**

**Have you fully complied with all of 40 CFR 745.113?**

**How about OSHA's Standard 1926.62? 406(b)?**

**Section 1012/1013 of Title X?**

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When you schedule a CAV, one of our professionally trained and experienced compliance experts will come to your location to evaluate where you stand. We will thoroughly examine your records, comparing them to regulatory standards, showing you where you have done well, and guiding you in the right direction when necessary.

When your CAV evaluation is complete, we will submit a report summarizing the steps necessary to stay out of trouble in the future. Your legal council may use our findings to work with the appropriate governing body in helping you to avoid fines for past mistakes, and to demonstrate correct procedures for any future regulatory audits.

**FOR ADDITIONAL INFORMATION, PLEASE CONTACT BOB BIXLER  
at 443-322-1220, or [bbixler@connorinstitute.com](mailto:bbixler@connorinstitute.com), or visit our website at**

**[www.connorinstitute.com](http://www.connorinstitute.com)**



## Elimination

Elimination, always a favorite topic of mine! I could talk about elimination all day and never get bored with it. Elimination is the removal of any items in a rental home that is not absolutely necessary and when removed, will help reduce property expenses and increase cashflow.

Stick me in a room with a couple of landlords who know a little bit about elimination and I'll think I died and went to heaven. After writing the book *The Section 8 Bible*, which included an entire chapter on this topic, it seems like every day, landlords send me over an email with an item that they have eliminated along with a juicy story of why they eliminated it.

When I get feedback from someone who told me they were now eliminating something after reading the *Section 8 Bible*, how they have now seen the light, I get goose bumps. When they tell me how much cash they started saving after elimination, well, I get pumped up!

I would have sworn there wasn't anything left that you could eliminate from a house that we didn't already include in the *Section 8 Bible*. I must admit, we were wrong. I found a couple more things to eliminate and other landlords came up with a couple of winners...so here we go!

**Antennas.** Antennas are something that we have always eliminated but forgot to tell you about. Yes, even we make mistakes. Before the roofer coats your roof or puts down a rubber roof, have him remove the antenna if there is still one on the roof. Not only do some of these things look like they're trying to reach Mars, but they also sit on a 12" x 12" base that is either screwed or bolted into the roof. If your roofer is installing all new rubber, why have him skip or go around the 1' x 1' section under the antenna?

Everybody has cable these days and the antenna is pretty much obsolete. Another thing that can and has happened is if there are strong winds, the antenna can pull away from the roof. One of its many pointed poles can now puncture your new rubber roof. If you're giving your roofer the job of putting on a new roof, he probably won't even charge you to remove the antenna.

**Mailboxes.** I know, I know, you need a mailbox to pass inspection. Even a resident needs a place to receive their mail (example of resident's mail eviction notices, copy of water bill over usage notices, overdue rent notices, etc.). Just don't give them the wall mounted type!

I don't know why but half the time they don't even open them up to take their mail out. Meanwhile, the mailman keeps stuffing and stuffing away. Next thing you know, the mailbox pulls away from the wall and God knows what happens to it after that. If it doesn't come disconnected from the wall, it's a good bet the lid gets broken off from being over stuffed.

Either way, a broken lid or a missing mailbox is a reason to fail inspection. What's the answer? Simply cut a hole in the door and get the old fashioned type of mailbox! They can't over stuff it or rip the lid off. Do it once to your property and you're done forever. Also, your resident will be forced to pick up their mail up off the floor and open anything you have sent them.

**Concrete yards.** For years we have been taping together, patching, and replacing concrete blocks in our rental property's back yards. If the inspector finds a block that is cracked or not level, you've got to replace or fix it. A 4' x 4' block usually costs about \$125.00 to replace. If the inspector tells you to replace five or six of them, well, you do the math. It can and did get very expensive. Anyway, we had a yard that had ten blocks in it. Eight of the blocks needed to be replaced. We pulled up the stake body, got out the sledgehammers and went to town. That's when an idea went off in my head like a light bulb! "Eliminate all ten blocks, even the two good ones. Then throw down some grass seeds and call it a day." The concrete yard now became a grass yard.

It saved me about \$1,200.00. Grass seed is cheaper than concrete and besides, you'll get a little exercise breaking up the concrete while saving a buck!

Okay, now I'll get to some of those landlord emails. I think this "elimination thing" is catching on and the more money you'll save! The best part is that you're eliminating things before the resident moves in. By the time they get there, they had no idea that there was a dishwasher or a screen door on the property. They can ask for either one, but they won't begetting their wish. Now for an email!

**Cabinet Handles.** Not the cabinets themselves but the cabinet handles. We are continuously failing inspections due to missing cabinet handles. I don't have the slightest idea of how they come off or where they end up, but it was sending me up a wall.

Now, whenever I put in a new kitchen, I get the handle-less cabinets. How they work is you have a groove cut out at the bottom of the cabinet where you can slide your fingers under and open the cabinet. No more knobs or handles are needed! I will never fail another inspection for cabinet handles again.

You would have loved it! The inspector came into the kitchen and told me that I failed because none of the cabinets had handles on them. I slipped my fingers into the groove, flung open the door and said, "I don't think so!" Great book, great ideas, and I'm really looking forward to Volume 2. Don't cheat us; make it every bit as good as your first work of art!!

*-Scott McBreen, Providence, RI. Michael McLean & Nick Cipriano, Section 8-Bibles*



## Plan of Attack: Reducing Expenses

If you discover you have NEGATIVE cash flow you must TAKE ACTION NOW to turn it around. Correcting Negative cash flow involves doing things NOW to stop the bleeding. It might conflict with a conservative long term investment game plan; but, remember, if you go belly up from negative cash flow, you won't need a long term plan.

### Evaluate Your Liabilities

Review your list of mortgages and monthly debt service. Do you have some 15-year loans? Changing them to 30-year loans increases cash flow NOW. Also review your interest rates.

Have you played ostrich and ignored the terms of your existing notes and mortgages? Money is cheap now. You should not have any loans higher than 6%. Do you have any seller financed properties or private lenders? Refinance them with the cheap money available, but before doing so, contact these seller financiers or private lenders and ask for discounts if paid in full now (I recently got a \$18,000 discount).

Contact each of your seller-financed lenders and be creative. Ask to pay 10 monthly payments NOW for 12 months of no payments. This gives you 2 extra months of no payments and more cash flow now. Ask them to coordinate to the second position on their properties. This will free up a property to refinance and payoff other debt. Study carefully your liabilities.

Ask yourself questions like, "If I can refinance one house and take the money and payoff X number of houses with smaller balances, can one new loan pay off 3 old loans?" I am not encouraging you to create a boatload of more debt. The objective of this article is to STOP THE BLEEDING.

If you wake up and realize you have negative cash flow, how can you fix it FAST to keep your ship from sinking?

### Review Your Insurance

Approximately four or five years ago, my insurance was increasing at a rate of 30% per year. Although I had a good relationship with my insurance agent, to stop the bleeding I had to shop my insurance. With a few phone calls, I quickly learned I could get better coverage and reduce my insurance premiums

by \$3,000 a month and instantly increase in cash flow with a couple of phone calls.

And since then, almost the same thing has happened again last year. The same story above started going up again, I made a few phone calls and received as good coverage with an annual savings of almost \$20,000.

My experience with insurance companies has been the following: In order to get your business you will be quoted wonderful initial rates. Then they start creeping up. I have seen this pattern with multiple insurance companies over the last 10 years. Now I expect in the next two or three years to switch again.

### Contractors

I reviewed an annual report of dollar amounts paid to Vendors. It was surprising to learn how much was paid to my HVAC company in 12 months. I take care of my vendors. They like doing business with me. I believe I get good service because I pay my invoices/bills as soon as the bill hits my mailbox.

I contacted my HVAC contractor and asked him if he had about 10 minutes to talk (If he was in a hurry, he'll become frustrated). I asked him if I was a good customer and his reply was "one of my best." Then I informed him of how tough our business has been lately and that we're struggling (my objective was to reduce the "service run charge" by 50%). After he acknowledged that I am a great customer, I asked for his help for the next 12 months by "waiving" the \$50 service run charge. Of course he balked and talked about his increased gasoline cost, etc. But then I asked him if he could meet me halfway. He agreed. Now, service run charges are only \$25 for the next 12 months. Repeat this scenario with your regular contractors and service providers as needed.

*Mike Butler, author of Landlording on AutoPilot, (\$25) available at LandlordBooks.com or call 1-800-950-2250.*



# WAA Contact Information



## Wisconsin Apartment Association

627 Bayshore Drive, Oshkosh, WI 54901  
(920) 230-WAA1 • [www.waaonline.org](http://www.waaonline.org)

Rental Housing Forms available through [waaonline.org](http://waaonline.org)  
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### WAA RENTAL HOUSING CERTIFICATION CLASSES

#### Rental Housing Certification 100 Series

The Basics, is devoted to keeping rental property owners informed and education on new laws. Comprised of seminars on basic property management aimed at the new rental property owner, property manager, leasing agent; it is also suggested as a refresher series for those who have been in the business a number of years. Classes in this module are:

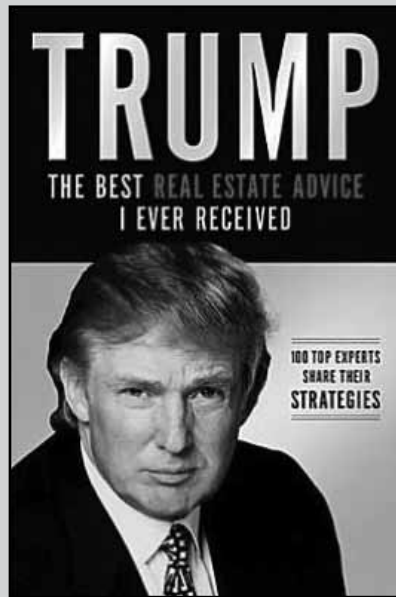
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|--|----------------------------|----------------------------------|
| * 101 The Law and the Landlord I:<br>Wisconsin Statute Chapter 704           | * 103 Fair Housing Laws    | * 107 Screening Your Applicants  |
| * 102 The Law and the Landlord II:<br>Consumer Protection (ATCP) Chapter 134 | * 104 Lead Paint Awareness | * 108 Screening Workshop         |
|  | * 105 Credit Reports       | * 109 Nuts and Bolts of Eviction |
|  | * 106 Basic Recordkeeping  | * 110 Bonding and Garnishment    |

## Why Join WAA?

The WAA is your portal to the rental housing business in Wisconsin. Membership gives you access to what you need to know and what you need to do to run your rental properties successfully, ethically, and responsibly.

### 10 things every successful landlord needs to know. Do you?

- Fair housing information
- Applicant screening and processing
- Eviction procedures
- Rental forms specific to Wisconsin
- Lead based paint requirements
- Rental disclosures required by law
- Bills and rental housing policies under discussion at the Capitol.
- Best rental housing management practices
- Document storage, security, and disposal
- Property marketing techniques



## Trump: The Best Real Estate Advice I Ever Received: 100 Top Experts Share Their Strategies

by: Donald J. Trump

Tough-minded real estate developer and star of *The Apprentice*, Donald Trump asked 100 of the world's most successful real estate experts to tell him the best real estate advice they ever received. The answers are insightful, practical, and particularly helpful for anyone wanting to profit from the current uncertain real estate market, whether commercial or private.

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