



# Kenosha Landlord Association News

Volume 24, Issue 2

February 2012

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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.

# Do You Want To Send Your Tenant Balances To Collections?



**Special arrangements have been made by the Kenosha Landlords Association to address its members' debt collection needs.**

We are now affiliated with Creditors' Alliance, Inc., a full service, national collection agency. Collections begin as flat fee based and include credit reporting and legal action.

Creditors' Alliance collects any type of debt up to 5 years old and judgments up to 12 years old, so count the number of bad debts you have accumulated and purchase the application forms for **\$20 each** from our forms representative **Larry Cappozzo 262-658-9000. Order 25 or more and pay \$15.00 each.**

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### **Kenosha Landlord Association, Inc.**

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and [www.waaonline.org](http://www.waaonline.org)

## **Kenosha Landlord Association Membership Application**



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# Property Management Fees

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

While property management fees are important they must be viewed in light of what other firms are charging, the scope of services provided and the quality of those services. The company you hire will be stewarding one of your biggest assets and the last thing you want to do is make your decision based solely (or even primarily) on who charges the lowest fees.

A lower price may reflect either an acknowledgment they don't provide top tier service, or an attempt to gain business by undercutting the competition. The problem with the latter is that it leads to slim margins for the firm which lowers the ceiling on the quantity and quality of service they can provide and still remain profitable. If a firm is under-pricing their services across the board it is possible they may try to make up for it by overloading their managers with as many properties as they can (or can't) handle.

The truth is that price is one of the last things to consider. Not because it is the least important factor, but because you should only think about price, and actually hiring an MC after you have determined that they will provide quality services tailored to your needs. What good are low fees if the management company does a poor job?

Other common mistakes are failure to identify all the potential fees for property management, as well as not making a true 'apples-to-apples' comparison of costs between [property management companies](#). A lower management fee could easily be wiped out by a lot of expensive back-end charges and vice versa.

Remember that all fees are negotiable, so before you make your final decision, you should try negotiating the best rate possible from the firm whom you think would do the best job.

Ask prospective management firms about the following

fees so that you fully answer the question "How much will property management cost?"

## Management fee

There is a significant difference between commercial vs residential property management fees but the average management fee ranges between 4-12% of monthly rent. For a single family home you might expect to pay 10% in rental property management fees. This fee will vary based on the number of properties you need managed, the number of units in each property, the location and condition of the property, and most importantly, what services are included for that fee. (Fees also vary market by market, i.e.

[San Francisco](#) will differ from

[Los Angeles](#) and [Phoenix](#).) Other pricing models include flat fees, or a hybrid that sets both a percentage and a flat fee and asks you to pay whichever is lesser/greater. Find out if fees are billed or deducted directly from owner accounts.

## Vacancy fee

Many management companies don't require this—if they do, pay close attention. Some management companies charge a monthly vacancy fee (\$50) that is prorated when a tenant is landed. Other companies expect to collect the full monthly property management fee even though there is no rent coming in. Make sure that the language in the contract indicates management fees are to be paid out of "Collected rent" or "Rent collected" as opposed to "Scheduled rent" or "Rent due". Ensuring this language is in place will also protect you from having to pay management fees in the event that a tenant stops paying rent.

## Set-up fee

This fee is for the time invested in setting-up a new account. It ranges from 0\$-300\$. Find out if the fee is per unit or per property, and if it makes a difference if the unit is occupied or not.



Continued On Page 4

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# Property Management Fees

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## Leasing fee

Leasing fees compensate the manager for the time, effort and cost associated with getting you a new tenant. While this fee is common, some owners are opposed to paying it, preferring that it be padded into the management fee so there is more incentive for the management company to find long term tenants.

In truth, a good management company views the management fee, NOT the leasing fee as the primary profit center. This is why leasing fees as a stand alone service (meaning without other [property management services](#)) are typically much higher (75-100% of first months rent). A transparent fee structure is laid out in such a way that high tenant turnover hurts, rather than rewards the management company. The only time this is not the case is when the fee is excessive, or there are significant vacancy fees. In the event that you are fortunate enough to have a long term tenant, you will benefit by not having to pay a leasing commission that is padded into the monthly management fee.



## Good questions to ask:

1. How much is the leasing fee?
2. This ranges from 25% to 100% of the first months rent, but 50% is pretty standard. Instead of charging a percentage, some firms charge a flat fee or a percentage of the gross amount for which the lease is written.
3. Does their leasing fee decrease or get waived if it takes them an unreasonably long time to find a tenant?
4. Is the leasing fee structured in a way that provides the firm incentive to bring in reliable tenants?
5. This usually either means a full or partial refund (sometimes pro-rated) in the event that the tenant is evicted, or breaks their lease within 12 months of the original move in date. Some firms have a policy of only charging this fee once per 12 months per unit which has the same affect.
6. Do they use leasing agents? If so, what will you have to pay them in the event they find you a tenant?
7. Do they require exclusivity in advertising, or can you advertise the unit as well? If you find the tenant do you still pay the fee?
8. Are there any restrictions or extra charges for showings (they only do X number a week, or not on weekends etc.)?

## Advertising fee

There are plenty of ways to generate leads using free resources like signs, craigslist, etc. but with vacancies time is money and prolonging the search process to save a few advertising dollars is a bad idea. This fee could be charged in addition to the leasing fee so it's important to ask who pays and what the typical fees are. The better they are at marketing the less you will pay, if they have a good strategy and use tools like [rentmarketer.com](#) this should be around \$100 and certainly not more than \$200.

## Lease renewals

Some property managers charge this fee whenever they have to draw up the paperwork to renew a tenant's lease. The fee typically

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# KLA Vision Mission Statement

## History

The Kenosha Landlord Association originated in 1989, as a local chapter of the Wisconsin Apartment Association.

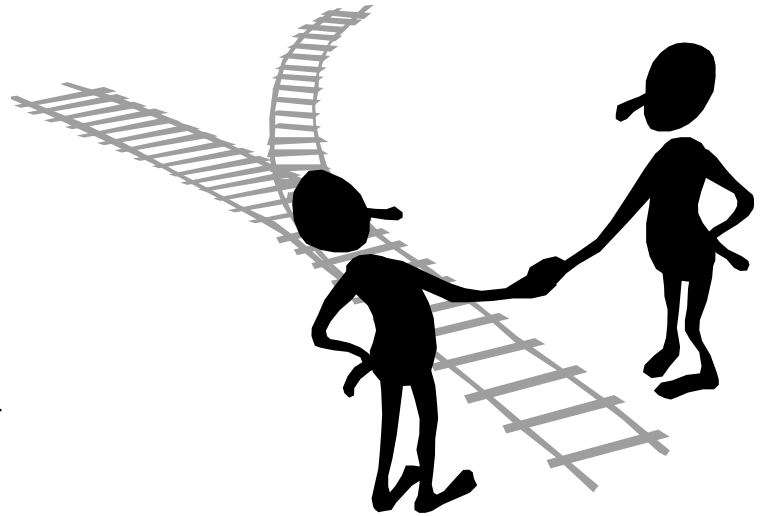
## KLA's Vision

Our Vision is to be an admired association of people who: are valued by the community, are providing the highest quality rental units in the area, and are as profitable as possible.

## KLA's Mission

To achieve our Vision, the Mission of KLA is to be the Premier Association for Local Landlords – providing extraordinary value to members, associates, and the community by:

- building a network of investors, organizations, and community partners,
- hosting events that foster relationships and effective interaction,
- providing educational opportunities and timely information relating to our Industry, and
- promoting the benefits we offer in the areas of Investing, Property Management, Legal Issues, and Continuing Education to grow the association.



**Leadership Day**

**Saturday, February 18 – 10-4 pm**  
**The Plaza Hotel & Suites - 201 N 17th Ave, Wausau**

Lunch choices are: Prime rib sandwich with mushrooms and onions on a sourdough bun or a Chicken Caesar wrap with tomatoes, lettuce, and parmesan cheese in a soft tortilla, both served with French fries and coffee, tea, or milk. Cost is \$15.

Please RSVP to Kristy at [kristy@waaonline.org](mailto:kristy@waaonline.org) or 920-230-9221 no later than Monday, February 13th, with your meal selection.

A limited number of rooms are available at the Plaza Hotel & Suites for Friday & / or Saturday nights at \$69 night plus tax. Please contact the Plaza 800-754-9728 and mention block #2490 before Friday Feb. 10th to make your reservation.

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# What Would Warren Do?



Posted on [October 21, 2011](#) by [kenashley](#) | [Leave a comment](#)

By Ken Ashley (ATLANTA) October 21st, 2011  
 As reported in [this](#) recent WSJ article, even Warren Buffet is buying back his own company's stock. The Journal reports that Berkshire Hathaway has a stunning amount of cash totaling nearly \$50 billion dollars on hand. In the first 6 months of this year, the company generated \$9.7.

**Mr. REALLY Big Money** billion in cash or nearly \$54 million per day.

Mr. Buffet is in good company. According to Dealogic, \$347.5 billion has been squirreled away by corporate America, which is the most since 2008. We read similar stories about Apple, GE, and many life insurance companies, among others.

In early October, the Journal ran another article ["Companies' \\$2 Trillion Conundrum"](#) which again referenced the "massive cash hoards" being built up now. The article went on to suggest that a "vicious cycle of underinvestment" may be upon us as corporate America (a) can't find suitable investments and (b) continues to worry about the future economic outlook.

Not every company is so fortunate, of course. Many are dealing with cash flow issues, but this is true in every economy. What is amazing is that corporations are sitting on such a huge volume of cash combined with relatively low debt. Even the guru of all financial gurus Mr. Buffet is spending money on his own stock as opposed to sopping up more companies.

That fact indicates that building huge piles of cash will be trendy for sometime to come in the executive suite.


### Don't I At Least Get A Toaster With This Loan?

So, why do cash rich corporate tenants reach out to their landlords and ask for even more money? It's traditional in many real estate transactions for building ownership to invest cash in the form of a "tenant improvement allowance" ("TI").

The landlord then amortizes this cash into the lease rate over the term of the commitment. Tenants use this money to carpet, paint and build out their space. The thinking is "This is the landlord's building and I'm only here for the term of lease. Why would I dump my cash into someone else's asset?" Peel back the onion, and you will see that the lender, I mean landlord, is actually making a tidy sum on that investment in your new space.

You knew this intuitively, but lease proposals are always silent on the interest rate on TI money. It's certainly a worthwhile exercise to take a few minutes to check the math

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## Tips On Vandalism Prevention

*Landlord Damita Russett-Allen wrote to suggest a tip. Her issue: Lately when we have a vacancy, while we are preparing the property (apartment/house) for rental we have break-ins. Just last night we had someone break into one of our apartments that was ready to start showing and bust sheet rock and glass. It was just vandalism. They had already broken a couple of windows and saw we left nothing to steal.*

Thanks for the suggestion, Damita.

I did some research on the question and found some interesting information, ideas and suggestions.

First, let's look at why do people break in to vacant properties.

There are three reasons. One, as Ms. Allen found, was simple vandalism. That is usually kids (under 25 with mental ages of 13) looking for a "good time." They just want to trash something. Lucky you, it's your property.

Second, it could be drug users looking for a place to shoot up. They won't care what havoc they wreak to a property, but aren't there to do damage, only to get high.

Third, the break-in could be to steal things out of the house or apartment. Even if there is no personal property in the house, the crooks could be after copper pipe, water heaters, and copper wire. To steal any of those things, they will have to do damage to the property and most likely won't be careful. This kind of theft has been a serious, ongoing problem in vacant, bank-owned, foreclosed properties.

In the first two situations, difficulty of entry is likely to scare off or dissuade the perpetrators. They will look for an easier target. In the third situation, difficulty of entry would most likely discourage, though not completely dissuade the criminals. Criminals don't want to work hard. If they did, they would get a job.

**STACEY STANICH**

---

3404 Roosevelt Road  
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Ph: 262 652 7214  
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Here are five things a landlord can do. Four are easy and inexpensive; the fifth is the "ultimate" solution, but extraordinarily effective.

One easy, effective and inexpensive solution is to change out the locks on all exterior doors. Former tenants and owners may still have keys. Those would provide easy access to do any kind of mischief.

A second easy, effective and inexpensive solution is to check all windows to see they are locked and secure. If a window is loose or shows tampering, cover it with plywood until it can be repaired properly.

A third, easy, effective and inexpensive solution is light timers. If you leave a light burning all the time, it shouts "vacant, break in!" Just be sure that the lights come on and off at different times. Also use motion sensing exterior lights. That can keep bad guys from even looking at the property.

Finally, keep the property looking good: grass cut, shrubs trimmed, weeds pulled, and trash picked up. A poorly maintained property tells everyone, bad guys included, that the owner doesn't care, be that true or not.

The ultimate solution is from Vacant Property Security, a company that specializes in securing vacant homes and apartments. Nancy Spivey, of the Real Estate Investors Resource website, wrote:

"I had to stop and take a closer look at this. Then I called the number to find out more. Basically, these "screens" over the windows also go over the backdoor keeping out criminals but letting in light. The front door is removed and replaced with the steel door you see in the picture. The steel door is accessible. Just the looks of this thing reminded me of a jail -surely a criminal would not want to go through the effort to get through this or like the jail look. When I called the company, they said that there's a 1 in 1000 chance of break in with the system installed. It's about \$450 for the installation of 9 screens and the front door and less than \$250 per month for the rental of the system per the Atlanta representative - Nick 404-578-1009."

One deterrent solution that is appealing, but a truly bad idea, is booby trapping the property. While I wouldn't get too upset about criminal being shot with a rigged shotgun, I would feel bad about a firefighter getting shot trying to fight a fire in the building. Of course, the landlord might also forget and get shot himself or do in a prospective tenant.


Love your investments. Tending to vacant rental property, making sure it is safe and secure, keeping it neat and tidy has three important benefits: it tells bad guys someone cares and is paying attention; it tells prospective tenants that the landlord is a step above the run-of-the-mill landlord; and it reinforces the rental owner's love and respect of his or her investment.

I would enjoy seeing other landlords' ideas about keep their vacant properties safe and secure.

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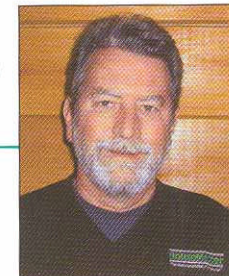
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# What Would Warren Do?

Continued from page 6

and solve for the imputed interest. Regardless of the decision of your cash or the landlord's, you can send your broker in to make the interest rate on the landlord's cash a negotiable item in the deal. I'll bet in today's environment you can improve on the first offer.

The length of your commitment will have to factor into this decision on whose cash to use as well. If you are only committing to a space for three or perhaps five years, it might be best to let the professional landlord spend his money on the space. However, in longer term situations, a good side-by-side analysis will help decide if your cash or theirs is the better option.

## Pass Go and Collect \$200

Determining whose cash to put into the build-out is like any other investment decision in the real life Monopoly game we play in business every day. If you invest dollars to pay for some or all of the TI, then you get the depreciation (check to see if bonus or accelerated depreciation will apply to your situation),

Thank you sir, may I have another? and of course you get the benefit of the lower lease rate during the term. You'll abandon the improvements when you leave the building, but this is true even if the landlord builds out the space and amortizes the cost in your lease rate.

If you let the landlord invest his cash in your deal at your now negotiated lower interest rate then you get to keep those dollars you otherwise would have spent. But remember, at the end of the term, when you are considering renewing the lease, you should deduct the amount of the TI amortization from the new lease rate. Otherwise, (depending on market rates) the landlord will be happy to leave that line item in your cost at 100% profit.

A big factor in the cash deployment decision has absolutely nothing to do with real estate. Only senior finance executives can see the full picture of a company's investment opportunities, including internal projects and M&A options that may pop up. Admittedly, in most economic cycles, investing in sheetrock doesn't even come close to the internal hurdle rate. It's only the vast amount of cash lying around at very low interest rates that makes this even a consideration.



At the end of the day, most corporations will let the landlord pay for the TI. However, you will feel better having run the traps on the analysis and negotiated this often hidden part of the real estate deal.

Before you finally decide who will write the check on your improvements, asking a few simple questions might significantly improve your deal either way. And that's an investment even Warren Buffet can get behind.

This article from  
www.commercialtenantresource.wordpress.com

Posted in [Capital Markets](#), [Landlord Financial Issues](#), [Landlord Motivation](#), [Uncategorized](#)

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# Property Management Fees

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ranges from 0-200\$. The process doesn't require a lot of work, so a big fee should be a red flag. You should ask if they require lease renewals or if they allow tenants to go month to month after the initial term is up.

**Reserve fund fee**  
These funds are used to pay day-to-day operating expenses, making sure that services are

performed promptly and bills are paid in a timely manner. A reserve of \$200-\$500 is normal for single family properties.

**Maintenance fees**

Will they contact you with an estimate before performing repairs over a pre-defined amount? Is this negotiable? Their policy may be to notify you if an expense exceeds a

higher figure like \$500-\$1,000, but you may want to ask if this can be set lower (\$100-\$200) starting out and increased over time as you become more comfortable with the [property management companies](#) judgment. Additionally, if this notification is waived during "emergencies", ask that they define what qualifies as an emergency.

Do they have their own maintenance/repair crew? Companies that don't offer this may portray it as an ethical hazard since the company could overcharge, but so long as you confirm that the billing rate and process is reasonable, it should not be a problem. If managed properly, an in house crew is a benefit that can lead to cost savings and a more streamlined process.

**Here are some questions to ask:**

- What services do they perform?
- What is the billing rate? (\$30-\$40/hr is average.) Does it vary based on the work being done?
- Is there a trip charge, or a minimum billing time?
- Are they available 24/7/365? Is there an extra fee/higher billing rate if they are called on off hours, weekends, or holidays?
- For larger remodeling/upgrade projects, do they act as the general contractor overseeing the work that is done? Is there a fee for this?
- Do they get at least three independent bids for larger (\$500+) projects?

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**Landlord/Crime Free Multi-Housing Rental Seminar**  
Saturday, March 10, 2012, 8am to 4:30pm

Location: Carolyn's Coffee Connection  
1351 - 52nd Street  
Kenosha, WI 53140

The KPD Crime Prevention Unit and the Kenosha Landlord Association designed this Seminar to help landlords make better decisions when managing their rental units. The following topics will be discussed:

- Property Maintenance Codes
- Crime Prevention Techniques
- Applicant Screening
- Leases and Evictions
- Crime Free Lease Addendums
- Process Serving
- C.P.T.E.D. (Crime Prevention through Environmental Design)
- Fire Safety
- Waste and Disposal

This seminar will help landlords and property managers in the following ways:

- Satisfied tenants build stable neighborhoods
- Active management leads to less turnover
- Stabilized property values and rents
- Lower maintenance and repair costs
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# Memo: Grants Available for the HUD Lead Hazard Control Program

## Memorandum of Understanding (MOU) *Kenosha Landlords Association*

This Memorandum of Understanding, hereinafter referred to as a "MOU", is made and entered into between the Kenosha County Department of Human Services, a government entity corporation, hereinafter referred to as the "KCDHS", and Kenosha Landlords Association, an organization hereinafter referred to as "KLA". The parties hereto agree as follows:

WHEREAS, KLA is supporting the grant application of the KCDHS for the HUD Lead Hazard Control Program.

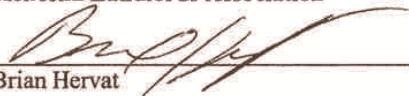
WHEREAS, pursuant to the commitment made by the KLA and the KCDHS, this MOU is executed outlining the type, scope, and extent of commitments and responsibilities that will be provided by the KLA if the grant is awarded. If the application is not funded, this agreement will be null and void. Both parties herein fully understand and agree to the following roles and responsibilities of the KLA:

1. KLA will participate in making appropriate referrals for the Lead-Hazard Control Grant Program and disseminating lead hazard information to members appropriate for this project.
2. KLA will support the Lead-Hazard Control Grant Program and encourage members to participate in the program.

WHEREAS, pursuant to the commitment made by the KLA, and the KCDHS this MOU is executed outlining the type, scope, and extent of commitments and responsibilities that will be provided by the KCDHS if the grant is awarded. If the grant is not funded, this agreement will be null and void. Both parties herein fully understand and agree to the following roles and responsibilities of the KCDHS:

1. To provide KLA with information and make presentations at regular membership meetings regarding the Lead-Hazard Control Grant Program.
2. To provide KLA with appropriate lead educational materials for members.
3. To Provide KLA with appropriate materials for dissemination regarding participation in the Lead-Hazard Control Grant Program.
4. The KCDHS will be the grantee responsible for the grant administration and project management.
5. The KCDHS will provide all personnel as outlined in the grant application to supervise and administer the day to day operations of the Kenosha Lead Hazard Control Grant Program.

**Kenosha Landlords Association**

  
 Brian Hervat  
 President KLA

1-11-12  
 Date

**Kenosha County Department of Human Services**

  
 John Jansen  
 Director

1-16-12  
 Date

## Minnesota Supreme Court Hears Case to Decide If Landlords and Tenants May Challenge Law Authorizing Rental Home Searches Without Probable Cause

WEB RELEASE: May 2, 2011

CONTACT: John Kramer (703) 682-9320

**Red Wing, Minn.**—A [case](#) argued Tuesday, May 3, 2011, before the Minnesota Supreme Court may ensure that you not only get your day in court, but you get that day in court before the government violates your rights. The case will also set an important precedent that could be noted in other jurisdictions nationwide (including California, Illinois and New Jersey among many other states) where rental inspection laws are set up to violate the constitutional rights of both landlords and tenants.

Nine landlords and two tenants from Red Wing, Minn., object to the city's rental inspection law. Many cities across Minnesota—including Minneapolis, St. Paul, Duluth and Rochester—have local laws like Red Wing's that allow government officials to conduct housing inspections of all rented homes in the city, even if the tenant refuses to consent to the search and even if the government has no reason to believe there is a problem with the rental home or even with the building. The unusual alliance of landlords and tenants has sued the city to prevent government inspectors from violating their rights.

But before they can get Red Wing's law struck down as unconstitutional, the Minnesota Supreme Court must first rule that the landlords and tenants have the right to have their case heard *before* the government violates their rights. That is the central issue in the case before the Court in tomorrow's argument. Minnesota's Declaratory Judgments Act is supposed to allow people to challenge laws as soon as there is a controversy and before their rights are violated. Red

Wing wants to make sure that you can challenge a law only *after* the government has violated your rights and all the damage has been done. Amazingly, despite three attempted search warrants and almost five years of litigation, the city maintains there is no "controversy" between the city and the tenants and landlords.

"Red Wing's unreasonable and unconstitutional inspection program allows government inspectors to poke around in practically every nook and cranny in your home—even closets and your bathroom," said IJ Senior Attorney [Dana Berliner](#). "Our clients are seeking a legal decision striking down this unconstitutional law *before* it is used to illegally enter their homes, but so far the courts have ruled that our clients must wait until an inspector is knocking on their door with an administrative search warrant before they can challenge the law." Berliner warned, "If the Court rules against the plaintiffs in this case, the laws in all of those cities with similar inspection laws will be insulated from judicial review. Tenants and landlords throughout Minnesota will be unable to bring lawsuits challenging the constitutionality of their cities' laws, and they too will be forced to fight endless warrant applications to defend themselves from unconstitutional searches."

The city of Red Wing has been seeking so-called "administrative warrants." These are search warrants that don't require individual probable cause. Instead, the local government merely asserts that it has a citywide inspection program and there are some housing problems somewhere in the city. The tenant-landlord coal-



tion has already defeated three of these unconstitutional warrants sought by the city to enter their homes and properties. The Goodhue County District Court has ruled that Red Wing's program runs afoul of even the minimal standards for these inspections required by the U.S. Constitution.

The Goodhue county court instructed Red Wing that if it still wants to enter people's homes and properties without their permission, it must amend its rental inspection ordinance yet again to fix the constitutional defects, and file another warrant application with the court. But landlord Robert McCaughtry, who filed suit, has had enough: "What will it take for the city to end this foolish program? I'm not against the city having housing standards; but forcing its way into peoples'

homes without any evidence of a problem or code violation is outrageous."

"The tenants and landlords in this case want the courts to hear their case so they can show that Red Wing's program violates the right to be secure in one's home and to be free from unreasonable searches," said IJ Minnesota Chapter Attorney [Anthony Sanders](#). "Whether this kind of search is even allowed under the Minnesota Constitution is an important and timely issue that the Minnesota Supreme Court has never decided. More and more cities are passing these laws, and Minnesotans need protection now from these invasive and unconstitutional searches."

"The Minnesota Supreme Court has regularly interpreted the Minnesota Constitution to provide greater protection for individual liberty than is provided by the U.S. Constitution," said Berliner. "We believe this is an excellent opportunity to ensure all Minnesotans are free from unreasonable searches of their homes and properties."

From the website: <http://www.ij.org/about/3797>

**No Meeting In March 2012.  
KLA Board Members Will Be  
Attending Legislative Day At The  
Madison Capitol on Wednesday,  
March 21, 2012.**

**This Event Is FREE!**

**This event is during the day on the 3rd Wednesday of the month. Contact [lthober@gmail.com](mailto:lthober@gmail.com) information on how to attend.**

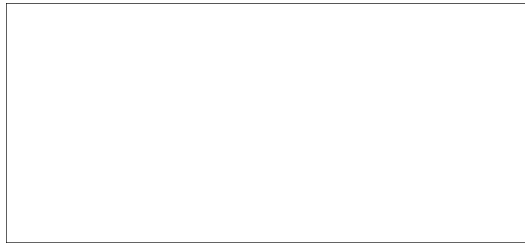


**Kenosha Landlord Association**

**P.O. Box 1505**

**Kenosha, Wisconsin 53141**

RETURN SERVICE REQUESTED



**Next Meeting**  
**NEW Location**

**Carolyn's Coffee  
Connection**

**1351 52 St., Kenosha**  
On our regular  
3rd Wednesday the month

**April 18th, 2012**

**At 7:00 P.M.**

**We Are Not Having A Meeting On  
Feb 15th, 2012.**

**The KLA Board Members Will Be  
Attending At Gateway Technical  
College, Bio-Science Building,  
6:30 pm. The Common Council  
Incumbents & Candidates Will  
Be Speaking.**

**Please attend with us.**

**[www.kenoshalandlordassociation.ws](http://www.kenoshalandlordassociation.ws)**

*Free Food Or Snacks Provided At Meetings*