



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.

Ask The Builder

Removing caulk to re-do the job right

By Tim Carter, Tribune Media Services,
Posted 05/30/2013 at 11:00 am EST

DEAR TIM: My son tried to do me a favor while I was out of town by caulking my kitchen backsplash. Although his intentions were wonderful, his skill level leaves much to be desired as he made a mess of things. How do I remove the dried caulk and how can we re-caulk and get really professional results? --Amy F., Clermont, Fla.

DEAR AMY: Ouch! I know the pain you're feeling. I've had that happen to me, and on the flip side I used to deliver that discomfort to my parents when I was experimenting in home improvement. I would sharpen my skills on their house. My mother had the patience of Job, as I'm sure you do.

There are all sorts of techniques to remove caulk. Some involve the use of chemicals and other methods require you to use sharp tools. Both carry risks to you and the material that was caulked.

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Let's talk about using simple tools. Based on the photograph you sent me I can see that the material that was caulked has a very hard and smooth finish. It appears to be a faux stone countertop and backsplash. These usually contain very dense, hard stones and a tough binder epoxy.

I would buy a simple straight-edge razor blade scraper tool at the local hardware store. These are used by painters to remove paint from glass. If you use new razor blades that are sharp, and remove all grit from the surface being scraped, you rarely will scratch the surface. You can even add a little water to lubricate the backsplash and countertop.

I always hold the razor tool at a low angle and push gently. The razor blade almost always cuts cleanly like a snow plow. The trick is to hold the razor blade tool at an angle as it cuts into the caulk just like a snow plow blade is canted on the front of a plow truck. Don't ram the entire blade into the caulk, as it will offer too much resistance, and the blade can jump over the caulk.

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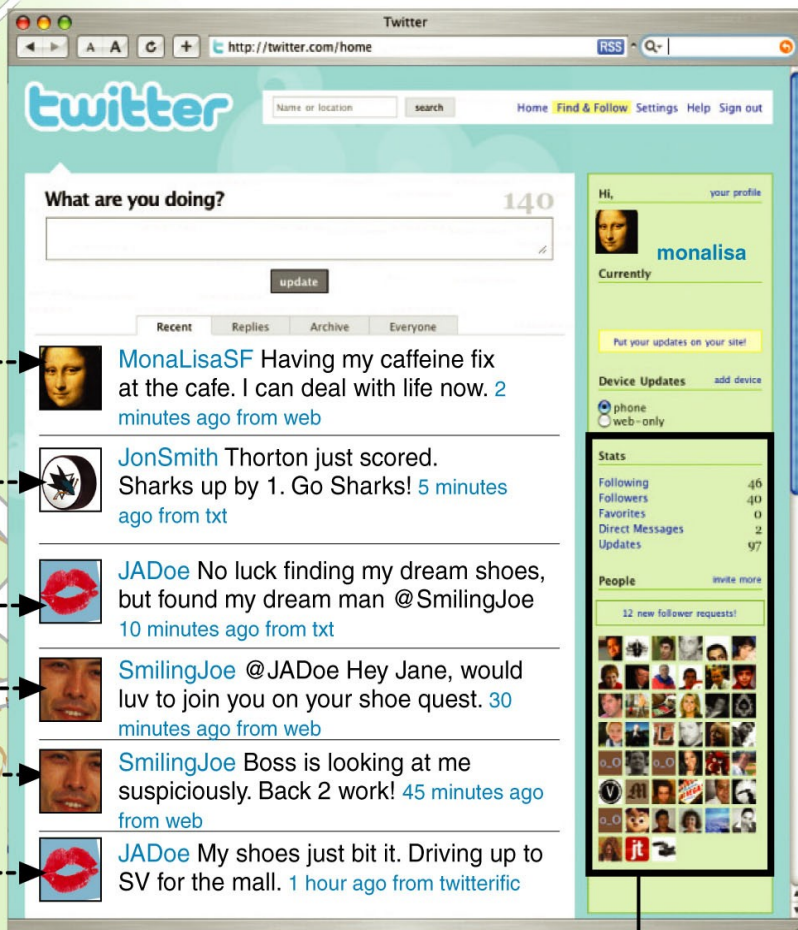
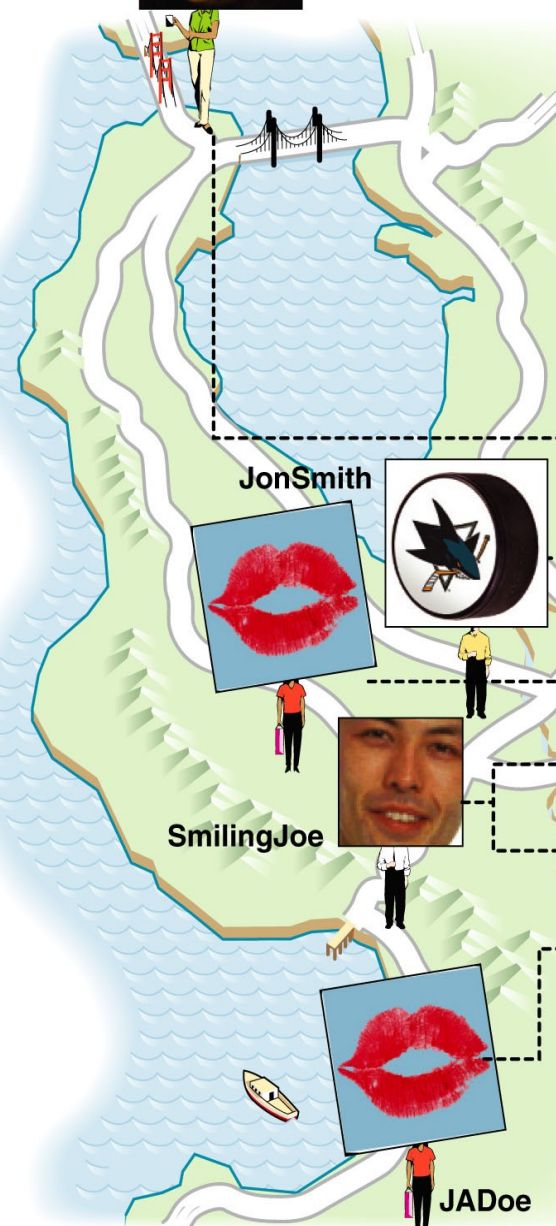
The world of Twitter

Twitter is a free social networking service that allows users to keep in touch with others without the formalities of other electronic communication such as e-mail or blogs. Users post to Twitter, where friends and anyone else (if the account is not restricted) can read them.

How it works

- 1 After setting up a free account, Mona Lisa can begin to post text messages up to 140 characters long via the Twitter site, cell phone, Blackberry or third-party services such as Facebook
- 2 Mona's postings or "tweets" appear on her home page in chronological order along with those from her friends that she chose to follow (See below)

MonaLisaSF



- 3 Those who are following Mona's "tweets" are listed here; other details also are listed
- 4 For security purposes, Mona can restrict her messages to only friends she's invited; she also can block individuals from following her tweets



*Tribune Media Services,
Glink, Ilyce - Real Estate Matters
Posted 05/31/2013 at 8:00 pm EST
By [Ilyce Glink](#) and Samuel J. Tamkin*

Is the foreclosure crisis over? Depends on where you stand.

Is this your reality? The housing market is on an up-swing. Mortgage interest rates are still low, home prices are rising dramatically, and the stock prices of companies in the construction industry are skyrocketing.

According to the National Association of Realtors, pending home sales improved slightly in April and continue to be well above a year ago. Gains in the Northeast and Midwest were offset largely by declines in the West and South. There are reports of bidding wars on some properties in neighborhoods where few homes are on the market.

We're even working our way through the inventory of homes that were foreclosed on during the housing crisis. But we're not yet out of the woods. And there are many buyers for whom this rosy scenario isn't reality.

CoreLogic reports that 4.4 million foreclosures have been completed since 2008, the start of the Great Recession. In April, some 52,000 foreclosures were completed, a drop of 16 percent from March. Still, that's twice as many foreclosures as in a normal housing market.

More than 13 million homes are underwater, still worth less than they mortgage amount. And in 2012, nearly \$200 billion in wealth was lost due to foreclosures across the U.S., with an average loss of \$1,679 per household, according to "Wasted Wealth: The Foreclosure Epidemic, a Generational

Is the foreclosure crisis over? Evidence points both ways

Crisis for Communities of Color," released this week by the Alliance for a Just Society, Home Defenders League, and The New Bottom Line. "Wasted Wealth" analyzes 2012 foreclosure data to calculate lost wealth, examines the ongoing threat of foreclosures-in-waiting, and explores the economic impacts of principal reduction.

Detroit and other communities with significant minority populations lost an average of \$2,008 in net worth, according to the study.

In some neighborhoods in Illinois, the median home sales price is \$14,000. In Detroit, where huge swaths of homes have been bought or turned over to land banks, the city is in bankruptcy, trying to figure out how to shrink its budget to fit its tax base and provide services to those residents who remain.

For a housing recovery to be meaningful, more neighborhoods must be included in home price recoveries and even the worst neighborhoods must see some uptick. Credit must be extended to people who need it -- not just to those who already have it.

If the American Dream is going to continue, with the next generation doing better than the present one, housing will remain a significant part of it. And the vast majority of Americans have to feel as though the dream is alive for them and their families.

([Ilyce R. Glink](#) is the author of many books on real estate and host of "Real Estate Minute" on her YouTube.com/expertrealestatetips channel. Samuel J. Tamkin is a Chicago-based real estate attorney. If you have questions, you can call her radio show toll-free (800-972-8255) any Sunday, from 11a-1p EST. Contact Ilyce through her Web site, www.thinkglink.com.)

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Proving Breaches Of Disclosure Can Be Difficult

Tribune Media Services,

Glink, Ilyce - Real Estate Matters, Posted 05/24/2013 at 7:00 pm EST

By [Ilyce Glink](#) and Samuel J. Tamkin

Q: I recently purchased a home in Aurora, Ill. I received the sellers' disclosure form with no disclosures marked off. During my inspection of the home, the inspector noted some cracking and peeling paint that could be the result of moisture damage. He also noted that his review was limited due to personal items located in the basement and told me to look to the sellers' disclosure statement for more information.

Over the past couple months, since I moved into the property, I've been experiencing water issues. Most recently, I had to file a claim with my insurance company related to sewer back-up issues. The insurance company denied the claim and said that this was related to an issue that should have been disclosed to me by the seller before I bought the property.

I recently received an estimate for some basement work, and the contractor did verify that there were structural and water issues previously taken care of and patched. There are areas of the basement where waterproof paint had been applied.

I spoke with the attorney that represented me originally. I got the feeling that he did not want to pursue this case because he "gets a bunch of these phone call every time there is a heavy rain." I want someone to tell me what they can do for me. I've been researching and know that it can be a difficult case to prove, so I need to know if I even have recourse.

A: You raised two issues in your letter, one issue related to water infiltration and one relating to the sewer problem. If you have sewer backup coverage on your insurance policy, we're not sure why your insurance company decided to deny you coverage. You should try to follow up with the insurance company on that issue.

However, if the insurance company found something out about your sewer issue that caused them to deny your petition for coverage, you might want to know what that information was. Once you find out the company's reason for denying coverage under your policy, you can determine whether the issue is legitimate or the company is trying to wiggle its way out of paying you for a claim.

Turning to the issue of the seller disclosure form, you should know that sellers are required to complete state-mandated forms truthfully. There are circumstances in which the seller can be truthful about the state of the property on the date of closing, yet issues emerge that would cause new problems with a house.

We've seen air-conditioning systems blow, basements flood, ceilings leak, septic systems clog and sewer systems collapse within days of buyers closing their purchases. In each of these cases, those incidents were not related to anything the seller knew about the condition of the property, but rather due to the age of each of those items.

Proving that the seller knew about a particular issue can be hard. We once heard of a buyer who moved into a home and the basement of that home flooded when the water main burst. Apparently, the seller had made inadequate repairs to the water main and had instructed the plumber to make those repairs.

The buyer happened to call the same plumbing company to make the repairs and the same plumber came out that had made those inadequate repairs. That plumber had told the seller that the whole water main had to be replaced,

and he had documents showing the recommendations of the plumbing company. The seller chose to ignore them.

You need to determine what repairs need to be made to your home to put it into the condition you thought it would be in when you purchased it, and the cost involved. Then you need to figure out if the seller knew of the problem and should have disclosed it to you.

Once you know the cost of the repairs and whether the seller should have disclosed the problems, you can decide if it's worth going after the seller. If the repair is minor, you probably won't spend the time and effort going after the seller. If the repair is huge and you find details that could prove the seller knew of the problem, you can decide whether you have a case against the seller.

We have to tell you that when there are historic rains, many homes that have been well cared for and have never had water problems in their basements suddenly face new water infiltration issues.

While you're addressing the problem, make sure your gutters and downspouts are clean, that the landscaping around your home is pitched away from it, and that new construction nearby hasn't changed the flow of water in your yard or neighborhood.

If your gutters and downspouts are clogged, you may have more water flowing down the walls of your home than the building can handle, and that is what is affecting the basement walls. The same is true if the ground around your home has dropped and is now pitched toward the building. Finally, new construction or additions to homes in the neighborhood can change the grade in an area, causing greater water to flow toward your home. When you move into a home, you should do what you can to make sure you've minimized the effects of these conditions on your property.

When you have more information in hand, you can decide whether to consult with an attorney who specializes in litigation.

([Ilyce R. Glink](#) is the author of many books on real estate and host of "Real Estate Minute" on her YouTube.com/expertrealestatetips channel. Samuel J. Tamkin is a Chicago-based real estate attorney. If you have questions, you can call her radio show toll-free (800-972-8255) any Sunday, from 11a-1p EST. Contact Ilyce through her Web site, www.thinkglink.com.) (c) 2013 ILYCE R. GLINK and Samuel J. Tamkin. distribUTED BY TRIBUNE MEDIA SERVICES, INC.



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Letter From Gary Goyke Regarding AB 183

Dear WRHLC and WAA Members,

Assembly Passed Version of AB 183

My Legislative Report today is just focused on one very important issue. Please keep this handy as a reference for future emails and reports.

I have been contacted by several members to include AB 183 as it was amended by the State Assembly. That's the version that is presently before the Senate Committee on Insurance and Housing. Sen. Frank Lasee's Senate Committee also has before it the original version in the form of SB 179. Both bills are in the same committee and in the same house of the legislature at this point.

What I have attached are 3 PDF documents that include the original AB 183 and the 2 amendments adopted – Assembly Amendments 1 and 9. I have attached the documents instead of copying them in because the text usually loses the proper formatting when it is copied. That is, in the formatted bill and amendments, the new text being inserted is shown as underlined text, and the text that is being removed from the statutes is seen as a cross-through. For those who would rather read this in English, rather than statutory language, I have attached a Legislative Council staff memo that includes a description of the bill and the 2 amendments.

The Wisconsin State Assembly on Thursday, June 6th passed AB 183 relating to various landlord-tenant laws on a party line vote, 57-37. Three legislators (the same as in May) abstained from voting. It was referred by Senate Majority Leader Scott Fitzgerald to the Senate Committee on Insurance and Housing, chaired by State Senator Frank Lasee.

On Wednesday, June 5, 2013, the Senate Committee on Insurance and Housing held a public hearing on the Senate companion bill to AB 183, SB 179. Dale Hicks and I attended the Wednesday hearing, with Dale registering in favor of the bill on behalf of WRHLC. We were very happy to see Nan Rozelle and Todd Hermsen there from the Fox Valley Chapter as well. They both spoke in favor.

What Come Next

At this point, no date has yet been set for a Senate Committee vote but a decision on amendments will be announced very soon. It appears that a new Senate amendment will need to be offered for Sen. Lasee to get the votes to move the bill out of committee.

I will be sending out an "alert" once I find out what will be done. There are danger points lurking in the process and folks are trying to avoid those as best they can.

The Legislature only recesses on June 28th. It does not adjourn. They recess for July and August. They stay in session until April of 2014. If the bill is not adopted before June 26th, its chances of adoption still remain very high.

2013 Assembly Bill 183 Memo Published June 3, 2013

Contact: Mary Matthias, Senior Staff Attorney (266-0932)
Assembly Bill 183 makes numerous changes to landlord-tenant law and eviction actions in small claims court.

Assembly Amendment 1

Assembly Amendment 1 makes changes to various provisions of the bill, as described below.

Disposal of Property Left on Premises by Evicted Tenant

Under current law, if a tenant leaves property of value on the rental premises after he or she has been evicted, the property must be removed and stored. In Milwaukee County, the sheriff must remove and store the property. In all other counties, the landlord may choose to be responsible for the removal and storage of the property. If the landlord does not choose to remove and store the property, the sheriff must do so.

Under the bill, if a tenant is evicted and leaves property on the rental premises, the landlord is not required to store the property unless the landlord and tenant have entered into a written agreement which provides otherwise. If the landlord does not intend to store personal property left behind by a tenant, the landlord must provide written notice either when the tenant enters into *or* renews the rental agreement, *or at any other time before the tenant is evicted from the premises*. If this notice is provided, the landlord may dispose of the property other than prescription medicine or medical equipment, in any manner that the landlord determines is appropriate.

Assembly Amendment 1 deletes the bill provision that authorizes a landlord to provide the notice described "at any time before

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Ask The Builder

Removing caulk to re-do the job right

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If the caulk was recently applied and is non-acrylic, you may be able to soften it with just water-soaked rags. Try that.

Caulk that contains acrylic can sometimes be softened with isopropyl alcohol. But test this on a small part of the countertop to ensure the alcohol does not harm the gloss finish of the material!

Be careful when using isopropyl alcohol, as it's highly flammable. Beware of standing pilot lights, cigarettes, candles and so forth. Alcohol doesn't burn with a colorful flame, so it can be on fire and you don't know it.

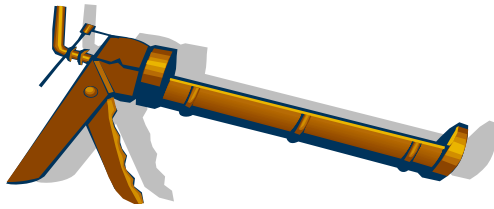
If the caulk is silicone, it's very hard to soften it. Sodium or potassium hydroxide can sometimes soften silicone caulk, but there's a good chance these highly alkaline chemicals could harm your countertop. You can usually scrape off silicone, but it takes great skill and magic to do it without scratching the countertop and backsplash.

Once the caulk is removed, you can re-caulk and get pro results. But you're not going to start caulking in your kitchen. You're going to set up a practice area.

I would simply nail together several piece of wood at a 90-degree angle to mimic your backsplash detail as it contacts your countertop. Practice caulking this joint until you get pro results. Then move on into your kitchen.

The easiest caulk to use to get great results is one that's pure acrylic and color matched to your countertop. These caulks can be cleaned up immediately with water. Silicon caulk requires a deft touch and great skills and magic for pro results. Don't use silicone unless you really know what you're doing.

One of the primary tricks to pro caulking is cutting the tip of the



tube so that it delivers the correct amount of caulk to match the size of the crack being caulked. I would make the hole no larger than 1/8 inch in your case.

You also have to use a pro caulk gun. These usually cost four times what a cheap gun costs, but they deliver precision pressure. You can get one now for less than \$20.

Apply a smooth bead of caulk and tool the joint with your finger. Only caulk two linear feet at once. Take a grouting sponge with rounded corners, get it wet, squeeze out all excess water and rub the sponge across the caulk several times to really smooth the joint. Use the sponge to remove excess caulk from the smooth parts of the backsplash and countertop. Rinse the sponge frequently to prevent caulk film from fouling the finished surfaces.

(Want free home-improvement information? Go to www.AsktheBuilder.com and sign up for Tim's free newsletter.

Have a question for Tim? Just click the Ask Tim link on any page of the website.)

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Assembly Bill 183 Changes

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the tenant is evicted,” and provides that any notice that is provided must be provided either when the tenant enters into *or* renews the rental agreement. However, the amendment also appears to eliminate the requirement that the landlord provide notice to an evicted tenant that they will not store property left behind by the tenant and the current law requirement that additional notice be provided if the property left behind in a titled vehicle or manufactured home. As discussed below, **Assembly Amendment 9 restores those notice requirements.**

Timing of Return of Security Deposits

Under current law, if a tenant is evicted, a landlord must return the security deposit to the tenant, less any amounts that are appropriately withheld, within 21 days after the date on which the writ of restitution is executed or the date on which the landlord learns that the tenant has vacated the premises, whichever occurs first. [s. 704.28 (4) (d), Stats.]

Under the bill, if a tenant is evicted, the landlord must return the security deposit to the tenant within 21 days after the date on which the tenant’s rental agreement terminates or, if the landlord re-rents the premises before the tenant’s rental agreement terminates, the date on which the new tenant’s tenancy begins.

Under Assembly Amendment 1, the timing of the return of the security deposit of a tenant who is evicted depends on whether the tenant is evicted before or after the termination date of the rental agreement. If the tenant is evicted *before* that date, the landlord must return the security deposit within 21 days after the date on which the tenant’s rental agreement terminates or, if the landlord re-rents the premises before the tenant’s rental agreement terminates, the date on which the new tenant’s tenancy begins. If the tenant is evicted *after* that date, the landlord must return the security deposit within 21 days after the date on which the landlord learns that the

tenant has vacated the premises or the date the tenant is removed from the premises by eviction.

Notification to Prospective Tenant of Building Code or Housing Code Violations

Under current law, if a landlord has *actual knowledge* of any uncorrected building code or housing code violation in the dwelling unit or a common area that presents a significant threat to the prospective tenant’s health or safety, the landlord must disclose the violation to a prospective tenant before entering into a rental agreement or accepting any earnest money or security deposit. [s. 704.07 (2) (bm), Stats.]

Under the bill, the landlord must disclose the types of violations described above only if he or she has received *written notice* of the violation from a local housing code enforcement agency. Assembly Amendment 1 deletes this provision from the bill.

Commission of Crimes on Rental Property

Under current law, if a lease contains any of a list of prohibited provisions, the lease is void and unenforceable. Among the prohibited provisions is a provision that allows the landlord to terminate the tenancy of a tenant if a crime is committed in or on the rental property, even if the tenant could not reasonably have prevented the crime. [s. 704.44 (9), Stats.]

Under the bill, a lease is not void or unenforceable because it contains such a provision.

Assembly Amendment 1 replaces the current law provision described above with a provision that states that the lease is void and unenforceable if it contains a provision that allows the landlord to terminate a tenancy in a manner contrary to s. 106.50 (5m) (dm) or s. 704.16, Stats. Section 106.50 (5m) (dm), Stats., prohibits a landlord from evicting a tenant because of the tenant’s status as a victim of domestic abuse, sexual assault, or stalking. Section 704.16, Stats., provides that a residential tenant may terminate his or her tenancy if the tenant or a child of the tenant faces an imminent threat of serious physical harm from another person if the tenant remains on the premises.

Termination of Tenancy in Mobile or Manufactured Home Community for Threat of Serious Harm

Under current law, a landlord may terminate the tenancy of a tenant if the tenant commits one or more acts, including verbal threats, that cause another tenant, or a child of that other tenant, who occupies a dwelling unit in the same single-family rental unit, multiunit dwelling, or apartment complex as the offending tenant, to face an imminent threat of serious physical harm from the offending tenant if the offending tenant remains on the premises. [s. 704.16 (3), Stats.]

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Assembly Bill 183 Changes

Continued from page 8

Assembly Amendment 1 authorizes a landlord to terminate the tenancy of the tenant of a mobile or manufactured home community who threatens another tenant, or child of another tenant, of the mobile or manufactured home community under the same circumstances described above.

Timing of Appearance and Trial in Eviction Actions

Under current law, the summons in an eviction action specifies the date that the defendant (the tenant) must appear in court. That appearance date must be set at not less than five days or more than 30 days after the summons is issued. [s. 799.05 (3) (b), Stats.]

The bill changes the appearance date to not less than five days or more than 14 days after the summons is issued. Assembly Amendment 1 changes the appearance date to not less than five days or more than 25 days after the summons is issued.

The court generally sets the matter for a trial or hearing when the tenant makes the initial appearance. Current law does not specify the required timing of the trial or hearing. [ss. 799.20 (4) and 799.206 (3), Stats.]

The bill specifies that the trial or hearing must be scheduled within 20 days after the date of appearance. Assembly Amendment 1 specifies that a trial or hearing on the issue of possession of the premises involved in the action must be held and completed within 30 days after the date of appearance, and provides that this provision applies only to residential tenancies.

Timing of Order for Judgment and Issuance of Writ of Restitution in an Eviction Action

Assembly Amendment 1 adds a provision that requires the court to immediately enter an order for restitution of the premises to the landlord if the court finds, in an eviction action, that the landlord is entitled to possession of the premises. Current law and the bill do not specify the timing for such an order.

Current law does not specify a time limit within which a writ of restitution must be issued in an eviction action. The bill requires a writ of restitution to be issued within five days after the judgment for restitution of the premises to the landlord. Assembly Amendment 1 requires a writ of restitution to be issued immediately after the judgment for restitution of the premises to the landlord.

Who May Appear in a Small Claims Action

Under current law, in any small claims action, a person may commence and prosecute or defend an action or proceeding himself or

herself, or by an attorney or a full-time authorized employee of the person. [s. 799.06 (2), Stats.]

The bill eliminates the requirement that the employee be a full-time employee and also allows small claims action by a member of the person, an agent of the member or an authorized employee of the agent. This provision applies to all small claims actions, not only evictions.

Assembly Amendment 1 clarifies that "member" means a member as defined in s. 183.0102 (15), Stats.:

"Member" means a person who has been admitted to membership in a limited liability company as provided in s. 183.0801 and who has not dissociated from the limited liability company.

Initial Applicability

Assembly Amendment 1 adds provisions relating to initial applicability to specify that:

- The bill generally takes effect on the first day of the third, rather than first, month beginning after publication. Under both the bill and the amendment, the provisions relating to towing of vehicles take effect on the first day of the seventh month beginning after publication, and the provisions relating to administrative rules promulgated by the Department of Transportation take effect the day after publication.

- The changes to the notice requirements regarding the landlord's intent not to store personal property left behind by a tenant first apply to property left behind by a tenant under a rental agreement renewed on the effective date of the bill.

- The changes pertaining to eviction of the tenant of a mobile or manufactured home community first apply to acts committed by the tenant on the effective date of bill.

- The changes regarding the prohibited provisions of rental agreements first apply to a rental agreement entered into or renewed on the effective date of bill.

- The changes to eviction and other small claims court procedures first apply to actions filed on the effective date of the bill.

- The new procedures regarding the disposal of property left on the premises by the tenant after eviction first apply to eviction actions filed on the effective date of the bill. [Item 23 of the amendment.]

ASSEMBLY AMENDMENT 9

Assembly Amendment 9 makes several changes to the bill, as described below.

Towing of Vehicles Parked on Private Property

Current law prohibits the towing of a vehicle involved in

Continued on page 10

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Assembly Bill 183 Changes

Continued from page 9

trespass parking on a private parking lot or facility without the permission of the vehicle owner, unless a parking citation is issued by a traffic officer or a repossession judgment is issued.

Under the bill, if the property is properly posted, a property owner may have a vehicle towed from the property, even if a parking citation or a repossession judgment has not been issued.

Under Assembly Amendment 9, if a property owner has a vehicle towed, and neither a citation or repossession judgment have been issued, the towing service must notify a local law enforcement agency of the make, model, and license plate of the vehicle and the location to which the vehicle has been towed. The notification must be provided "upon the vehicle's removal."

Disposal of Property Left on Premises by Evicted Tenant

Assembly Amendment 9 specifies that the landlord may dispose of the property that is found on the premises from which a tenant is evicted under the new procedures created by the bill only if the landlord has provided notice to the tenant that the landlord will not store property left behind by a tenant who removes from the premises. Combined with the change made to the notice provisions of the bill by Assembly Amendment 1, the notice must be provided either when the tenant enters into or renews the rental agreement.

Manufactured Home, Mobile Home, or Titled Vehicle Remaining on Premises After Eviction

Under current law, if a tenant leaves *abandoned* personal property that is a manufactured home, mobile home, or titled vehicle, before disposing of the abandoned property, the landlord must provide notice to the tenant and any secured party of which the landlord has actual notice. Under Assembly Amendment 9, if an evicted tenant leaves a titled vehicle or mobile or manufactured home on the premises, the landlord must provide notice to the tenant of their intent to sell or otherwise dispose of the vehicle or home before they may sell or otherwise dispose of it.

Bill History

Assembly Amendment 1 was offered by Representative Stroebel on May 8, 2013. On May 9, 2013, the Assembly Committee on Housing and Real Estate voted to recommend adoption of the amendment and passage of the bill, as amended, on votes of Ayes, 5; Noes, 3.

Assembly Amendment 9 was offered by Representative Stroebel on May 13, 2013. On May 14, 2013, the Assembly adopted Assembly Amendments 1 and 9 on voice votes.
MM:jal:ty

Must-see (and -hear!) apps for audio and video production

Tribune Media Services,

Apps of the Week, Posted 06/10/2013 at 5:00 pm EST

By AppoLearning.com

These days, students of all ages have more tools to convey their ideas than ever before. Notebooks, blackboards and word processors are being replaced with (or at least augmented by) an array of audio and video production apps that help young learners say and show what they're thinking in amazing new ways. While many of us are familiar with Apple products like iMovie and Garage Band, these five independently developed applications are a central part of the story:

Pinnacle Studio (iOS\$12.99)

Pinnacle has taken all of the aspects of video editing and made them accessible on the tablet. All of the production apps listed here are good, but we love Pinnacle because of its smooth operation and depth of tools, making this a must-have video production app. Pinnacle is not just good -- it is awesome. Similar in design to iMovie, Pinnacle uses your local device and allows you the flexibility to choose pictures, movies or music to use in your production. Students will certainly not want to put this app down for a number of reasons!

Videolicious (iOS Free)

Videolicious lets you take your pictures and put them together as a movie. One touch of the mic button, and you're recording your voice to go with the pictures. This very simple and straightforward app is a great way to make a full video from pictures. After you add your voice-over, you can choose your music from a group of royalty-free songs. Just preview the video, and save when you're done. This app will save time because it's so quick to take pictures as you develop your project. When finished, students can write a script, and put it with their pictures to make a true multimedia project that will impress.

Educreations Interactive Whiteboard (iOS Free)

Educreations absolutely nails the balance between simple to use and full featured. It functions as a recordable whiteboard, through which you can create a video that records anything you do on the screen with an accompanying narrative. Use the app to demonstrate learning. Children can explain how to do something using images and drawings to illustrate their story. You can import pictures or draw a background while recording or before you record. It's up to you.

ReelDirector (iOS\$1.99)

We love this app because it is so easy to use. Accessing your Camera Roll, you can easily use pictures or videos to create and piece together a masterpiece. The music is taken directly from your music library and will automatically fade in at the beginning and fade out at the end of your creation. You can add voice-overs or have no audio at all. Transitions are free within the app and are diverse enough to offer flexibility. Rendering (converting file to video form) is fast and provides opportunity to save to the Camera Roll, email or upload to YouTube.

Croak.it! (iOS, Android Free)

Croak.it! has one function. That's it! The one function is to create 30-second audio clips. It has a big button to push when you want to record, which makes it fantastically easy to use, and there is no need to sign up to create or share a clip. You can get your students to record themselves asking questions or explaining how they did something. They can then share it alongside their work on display boards or a school website. Once you've created your clip, you can email a link or copy a link to share. (Have questions or comments about a mobile app? Contact brad@appolicious.com, or visit www.appolearning.com to learn more.)

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RULE NUMBER 7

June 1, 2013

How do landlords screen tenants? The US Census Bureau's Property Owners and Managers Survey shed some interesting light on screening methods. Many do it by breaking Rule Number 7.

The Survey reported that most private landlords (64 percent) use personal interviews as their main source of tenant screening as do multifamily units (75 percent). It makes you wonder, though, what happens to the rest of the applicants? Do the landlords even speak to them or do they just take the money, hand them the keys and let them move in? More than a third of the landlords of single-family properties, and a quarter of multifamily landlords don't use personal interviews as a tenant selection source. But is that all bad?

Rule Number 7, from my speech, "The Rule" is "Never decide to rent to an applicant while you are listening to him."

There are only two times a landlord gets into trouble, when he's in a hurry and when he feels sorry for somebody, and bad tenants are pros at making landlords do both. You never knew there was so much misery and hard luck in the world until you listen to a bad tenant try to worm his way into your property. A black cloud follows them around wherever they go, in every aspect of their lives.

These folks are so pitiful, and have such hard luck stories, that it is enough to make the most stony-hearted property manager's heart bleed. They have a knack for going to work for the most unreasonable, rotten, cruel, mean, obnoxious bosses on earth, and for companies that are about to lay people off.

They have a knack for getting into accidents and getting sick, which, of course, runs up huge doctor bills that they have to pay, so they can't pay the rent. And because they seem to always rent from the most unreasonable, uncaring, rotten, cruel, mean obnoxious landlord, they always get evicted. "You're not like that, are you?" they ask.

Once you've been sucked into their universe of bad luck, it tends to rub off on you. They don't pay you any rent, either. And do they have some unique excuses! Their advantage is that they have a new set of stories to take to the next landlord after you boot them out.

At that point, some landlords feel such pity that they hand the keys to their new "tenant" and even say they'll wait for the security deposit and the rent until the tenant gets paid on the first. And that was all because of breaking Rule Number 7? Could be.

Where the survey gets even more interesting is the remainder of the selection methods. Some 61 percent of single-family landlords don't even consider the responses on the application form, and similarly half of landlords for two-to-four plexes don't either. As a matter of fact, the majority of landlords don't even consider other criteria, income, rental history, and such Seventy-five percent of single-family landlords and 71 percent of plex landlords don't even check to see if an applicant makes enough money to pay the rent. That

means that almost two-thirds of landlords decide to rent to an applicant solely, with no other consideration, on the basis of the interview.

One telling statistic is how often landlords call the previous landlord for a reference and verification. While 84 percent of large apartment complex managers check landlord references, only 43 percent of single-family and 51 percent of plex landlords do.

They don't even call to find out if the tenant actually lived there, much less to find out when and how good a tenant he was. Then they can't understand why they have problems with misbehaving renters.

Look at how the people who manage large complexes do it. They check credit and references, they check employment, they check previous landlords, and they make sure the applicant earns enough to pay the rent. One of the reasons for this thoroughness is that most large apartment complexes have written procedures for dealing with tenant selection. They have those procedures because they realize that tenant selection is the most important thing that landlords do, and they want to make sure to do it right.

Good management and tenant selection means having procedures and following them. It means verifying everything. It means making sure the person we are talking to is worthy of renting from us. Doing it "right" includes personal interviews, certainly, but doing it "right" also means abiding by Rule Number 7, never decide to rent to an applicant while you are listening to him.

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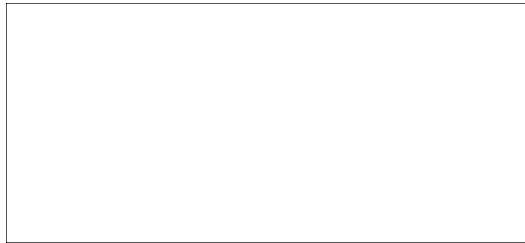


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