



# Kenosha Landlord Association

A Local Chapter of the Wisconsin Apartment Association

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October 2014

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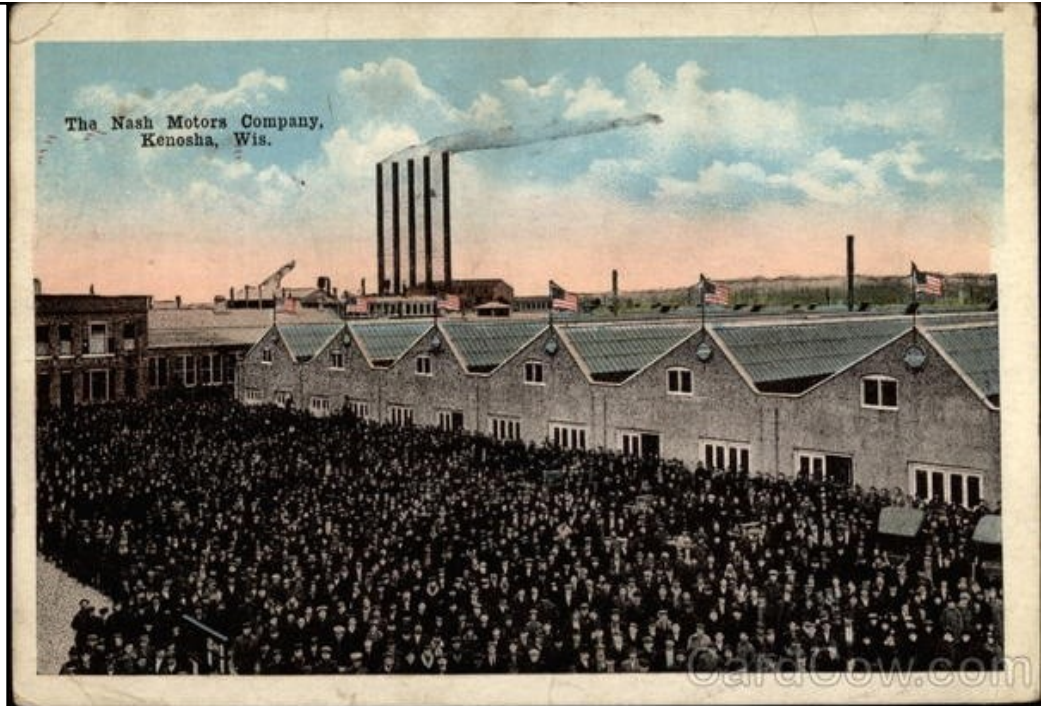
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## To Our Members

As we approach the end of 2014, we would like to take the opportunity to thank all of our members for their support in the KLA. We will be sending renewal notices to current members. If you know of any landlords that would like to join the KLA, please let us know.

In January we will be hosting the KLA Holiday Party. You can find an invitation in the newsletter and at the upcoming November Meeting. Please note that there will be **no membership meeting in December.**

Our next membership meeting will be on Wednesday, November 19th. We will have an "Open Forum". We will also address the KLA annual election/officer nominations and discuss the 2015 Membership meetings.

**November Meeting: Wednesday, Nov. 19th at the VFW, 6618 39<sup>th</sup> Ave. Appetizers and networking at 6:30 pm. Meeting begins promptly at 7:00 pm.**

**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.

## Catching Fire: Winter Fire Prevention Tips Landlords Can't Ignore

DECEMBER 14, 2013 By Tracey March



Winter fires cause more than \$2,000,000,000 (that's 2 BILLION) in property losses every year. The loss of life is considerable—more than 900 people die in winter home fires. As a rental owner it's important to know what the hazards are and to communicate that information to your tenants.

Fire prevention in general is important for any landlord or homeowner to address. In fact, I've written about fire prevention for landlords and property managers before. However, a fire is more likely to happen during the winter for three reasons: we heat our food more, we heat our homes more, and many of us decorate our houses with flammable materials and candles. That combination doesn't have to end in tragedy.

Here is some important information to communicate to your tenants so you can reduce the likelihood that your rental property will catch fire.

### **Most fires start in the kitchen, often from food left unattended on the cook top.**

Remind your tenants to:

- Never leave their stove unattended when they are using it.
- Keep their ovens and cooktops clean, as grease and other debris can ignite easily
- Keep papers, plastic bags, and other materials at least 3 feet away from the stove.

### **Heaters are the second leading cause of winter home fires.**

Remind your tenants that they should:

- Never put anything close to their heat sources.
- Avoid using extension cords on a portable heater.
- Always turn off portable heaters when leaving the rental home or going to bed.
- Always follow manufacturer instructions.

### **Winter home fires peak in December and January, during the holidays.**

Remind your tenants that they should:

- Make sure their christmas trees are well watered and placed away from heat sources.
- Always turn off their christmas tree lights when they aren't at home or when they go to bed.
- Avoid using real candles, instead opting for battery-operated candles.
- If candles must be used, NEVER leave them unattended if they are lit, place them in a stable location far away from anything that could catch fire, and always put them out when leaving the room or going to bed.
- NEVER deep-fry turkeys or other foods indoors, in a garage, or on a balcony or deck. Deep fried turkey is delicious, but do it away from any structures in an uncovered location.

Finally, there are some things that you as the rental owner should be doing at least once a year, and also before a new tenant moves in:

- Regularly inspect your rental property, have all of your heat sources checked, and change filters, check gas lines.
- Check smoke detectors and monoxide detectors to make sure they are working. Consider having your tenants sign an agreement that they will not disable or remove them.
- Make sure fire extinguishers are in working order and comply with state and local regulations.

Now's a good time to check that you have a rental owner's insurance policy on your property. Also consider requiring your tenants to carry renter's insurance. **Here's another tip: FEMA has a holiday season fire prevention page that has some great downloadable fire safety posters you can send or email to your tenants.**

# 11 Commandments of Landlording

Source: <http://www.rentalpropertyreporter.com/11-commandments-of-landlording/>

This is far from a complete list, and it is in no particular order of importance; plus, it is subject to change. But following these commandments will likely mean we will be more successful as rental owners and managers.

**1st Commandment:** Always treat tenants with respect. I know, some of them haven't earned much respect, but treating them with a lack of respect doesn't do much good. Remember, in the end, we have the more powerful weapon. We can evict.

**2nd Commandment:** If you screw up, apologize. I screw up daily. If I ever doubt that I do, all I have to do is ask my wife. Nothing is gained by trying to be right if you are wrong. So if you make a mistake, say so and fix it.

**3rd Commandment:** Under promise and over deliver. We have all heard this before sometime or other. You were going to fix that broken widget anyway, but say you'll have it done within 48 hours then get it done in less than 24. You are going to give them an answer about whether they met your rental criteria, but tell them you'll have it done within three days and get back to them in one. Do it the other way around and people get a rightfully poor impression of you and your business. Under promise and over deliver. People remember you as being right on time and doing better than you said you would.

**4th Commandment:** Fix it right. That is a corollary of under promising and over delivering. It's easier and cheaper to do it right the first time than it is to have to keep going back. That's also the case with contractors you hire to fix problems in rentals. Sloppy work reflects badly on you even if you didn't do it. After all, you hired that idiot and should have known better and checked on him. Fixing it wrong brings into play the 2nd Commandment.

**5th Commandment:** Maintain the property with dedication. Just think about how much money you have invested in that piece of real estate. In order for it to increase in value, it has to be maintained with dedication. Be dedicated to your investments and their tip-top condition.

**6th Commandment:** Say thanks. We tend to forget about our good tenants because the irritating ones consume our attention. But the vast majority of tenants fall under the classification "good." Thank them. Thank them for taking care of their homes. Thank them for telling you when something breaks. Thank them for being good neighbors. Thank them for anything you can think of. It's easy. Send a "thank you" card. All you have to do when you send the card, and this part is important, is write exactly what it is you are thanking them for.

Continued on page 4

**Landlord/Crime Free  
Multi-Housing Rental Seminar  
Saturday November 15th 8am-5pm**

*Location: Boys and Girls Club  
1330 52nd St.  
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



To register for the seminar please call:  
Crime prevention Unit at 657-3937  
or e-mail: [watch@kenoshapolice.com](mailto:watch@kenoshapolice.com).

**Coffee, soda, water, and lunch will be provided!!!!!!!**

**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
- Everyone is safer
- Peace of mind from spending less time on crisis control.

**Come and learn about all of the new laws!!!!!!**

# 11 Commandments of Landlording

## (Con't)

**7th Commandment:** Tell your tenants what's going on. This one goes along with the 1st Commandment, treating your tenants with respect. If there is repair work to be done, tell tenants when and how it is to happen. If a building is to be painted, let people know the dates and what inconveniences they might face. If you are going to be gone and they will need to call someone else to deal with repairs and such, tell your tenants when it will be, who it will be, and how to get in touch.

**8th Commandment:** Study the competition. Renters who are moving are going to rent from someone. If you don't know what your nearby properties are offering, looking like, updating, you have put yourself at a real disadvantage. "Well, so and so down the street is offering a month's rent free and just updated all the kitchens." If you know about it already, you will have a counter for it. If it comes as a surprise, you have probably lost a tenant.

**9th Commandment:** Ask how you're doing. Successful companies regularly survey their customer base and those who might be their customers to find out impressions of the company's products and service. That's how they get better and serve their customers better. Nothing says we can't do the same thing. It doesn't have to be a long survey, just three or four questions about how well you are doing with attentiveness, repairs and other customer service. Use a scale from one to five with one "Needs Much Improvement" to five "Great Job." Leave a space for comments, too.

**10th Commandment:** Know what your tenants are buying. They are only incidentally buying a place to live. They could live lots of other places, but they chose you. They are buying the benefits of living in your property that maybe some others don't provide. Those could be a secure home, a home they can be proud of, a landlord who actually cares about them, respects them, tells them what's going on, and says "thanks."

**11th Commandment:** Pay attention. I saved this one until last, even though it might be the most important in any list of good rental-property commandments. Here's why. When you pay attention, you see things, hear things and find out things that you probably would not if you were sitting home watching sports or Home Shopping Network on TV. Those things you can find out at rental owners and apartment associations, from news about local activities that affect rental properties, and from regular property inspections and surveys. Paying attention can help make the rental property business more successful and keep you ahead of the competition and in the running for the most qualified tenants.

Observe these commandments and watch your success meter begin to creep up. Follow them enough and other landlords will be asking how you did it. You can tell them if you want.



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11 NEW RENTAL FORMS

Approved Rental Forms conforming –ACT 76 Mandatory March 1, 2014

Wisconsin Legal Blank Printing and Forms has provided it's customers with high quality pre-printed and custom forms for over 100 years. We are constantly keeping up-to-date and ahead of Rental and Real Estate regulations, government changes to forms, renovation literature, and EPA safety mandated requirements.



## Meet A Member

Chuck Powell



**1. Number of rentals?**

I own 90 rental units.

**2. Years of landlording experience?**

I have been in the rental industry since 1983.

**3. What is your hardest job?**

Evictions.

**4. Your biggest mistake?**

Not starting the eviction process soon enough.

**5. New landlord advice?**

Inform the new tenants about the unit.

**6. Favorite type of tenants?**

Tenants that are quiet, clean, don't break the rules and pay the rent on time.

**7. Best way to find/attract tenants?**

Personal referrals from current tenants.

**8. One way to keep good tenants?**

Keep up the maintenance.

**9. Money saving maintenance tip?**

Keep common items in stock.

**10. How do you encourage on-time rents?**

Let tenants know the late fees.

**11. How have you collected past due rent?**

Send a 5 day notices.

**12. Trick a tenant played on you?**

Gave me a bad check to extend the eviction.

**13. What's rewarding about being a landlord?**

Taking the money and going to the bank (HaHa..That is a joke) Actually it is giving tenants a nice place to live.

**14. How long have you been a member of the KLA and how has the Kenosha Landlord Association helped you?**

I have been a member since 1991. The KLA has helped me network with other landlords. I have also been able to get some good deals.

**John Michael Kisting**  
Territory Manager-Pro  
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## Wisconsin Act 76 Brings Many Changes to Landlord-Tenant Law

Source: by Steven J. Krueger, Esq., Posted on Mon, Jul 28, 2014

In 2012, 2011 Wisconsin Act 143 ("Act 143") shook up the landlord-tenant law. Act 143's surprising effects led lawmakers to draft a new act: 2013 Wisconsin Act 76 ("Act 76"). Act 76 was signed into law on December 12, 2013, and became effective on March 1, 2014. Act 76 favors landlords, although tenants do receive some benefits.

Below is a list of the enacted changes to landlord-tenant law under Act 76.

### Restrictions on Local Ordinances

Act 76 restricts local government power to create laws. Municipalities can no longer enact or enforce any ordinance that does any of the following:

Limits a tenant's responsibility, or a residential landlord's right to recover, for any damage or waste to, or neglect of, the premises that occurs during the tenant's occupancy of the premises, or for any other costs, expenses, fees, payments, or damages for which the tenant is responsible under the rental agreement or applicable law.

Requires a landlord to notify tenants any of information that is not required to be communicated to tenants under federal or state law.

Requires a landlord to communicate to the city, village, town, or county any information concerning the landlord or a tenant, unless any of the following applies:

The information is required under federal or state law.

The information is required of all residential real property owners.

The information is solely information that will enable a person to contact the owner or, at the option of the owner, an agent of the owner.

This section of the Act could be the most controversial: only a few months into Act 76's enactment, two legal situations have surfaced regarding this section. In one case, landlords in La Crosse, WI, sued the city of La Crosse for local registration and inspection ordinances. In another, landlords in Wausau sought a permanent injunction against the city of Wausau for local registration and inspection ordinances. Based on the strong language in the new statutes, it is possible that the landlords in both cases may succeed in their claims.

### Immediate Towing

Before Act 76, a car parked on a landlord's private property could be towed after the landlord made a formal complaint or upon the issuance of a repossession judgment. Now, as long as the landlord has a "private property" posting, a landlord can have a vehicle towed immediately, without a citation, at the vehicle owner's expense and without the vehicle owner's permission.

### Property Treatment Post-Eviction

When a landlord evicts a tenant or a tenant departs voluntarily, a tenant may leave personal property behind. Under Act 76, unless there is a written agreement, a landlord is free to dispose of that personal property after a sheriff executes a writ of restitution and returns the rental property to the landlord. All landlords should look at Wisconsin Statute sec. 705.05 (5) to ensure that they comply with the exceptions to disposal of personal property.

### Lease Provisions: Those to Include and Those to Exclude

***Landlords must include the following provisions in all leases new or renewed after March 2014:***

**Notice of Domestic Abuse Protections:** A landlord must include the language listed in Wisconsin Statute sec. 704.14, which explains when a landlord has a defense to eviction related to domestic abuse. A lease entered into after March 2014 is only enforceable if it includes the language from the statute, verbatim.

***Landlords should include the following provision in all leases new or renewed after March 2014:***

**Notice that Landlord Will Not Store Property:** To be able to freely dispose of a tenant's personal property after the tenant leaves or is evicted, a landlord must include a provision that the landlord will not store any personal property that the tenant leaves behind. Though this provision is not mandatory, landlords should strongly consider adding this language to their leases to avoid any liability.

presumed that the landlord has identified the provisions with the tenant, and the tenant has agreed to the provisions.

## Wisconsin Act 76 Brings Many Changes to Landlord-Tenant Law

(Con't)

**Non-standard Rental Provisions :** To be able to withhold amounts of the tenant's security deposit for reasons not listed in Wisconsin Statute sec. 704.28, a landlord must include a separate written document titled "Non-standard Rental Provisions," with the lease. Under Act 76, rather than identify and discuss each provision, landlords must only identify each provision. Once a tenant signs his or her name or initials on a non-standard rental provision document, it is rebuttably

***Conversely, the following provision must be excluded in all leases new or renewed after March 2014:***

**Commission of Crimes on Rental Property:** As the Legislative Council Act Memo on Act 76 explains, a lease is unenforceable if it includes a provision that allows the landlord to terminate a tenancy solely based on the commission of a crime in or on the rental property, if the tenant or someone who lawfully resides with the tenant is the "victim" of that crime as defined under the applicable statute. **A lease entered into after March 2014 will not be enforceable if it includes this provision.**

### **Check-In Sheets**

Under Act 76, landlords need only provide tenants with a blank check-in sheet to detail the condition of the rental property. Landlords no longer have to supply tenants with check-in sheets that already include the rental property's current condition for the tenants to supplement.

### **Termination of Tenancy for Threat of Serious Harm**

This is a benefit for upstanding tenants and landlords alike: when one tenant in a mobile home community commits an act like verbal threats, and another tenant or a child of another tenant may face an imminent threat of serious physical harm if the threatening tenant stays on the premises. The landlord can terminate the tenancy of that threatening tenant immediately.

### **Easier Court Procedures**

Act 76 improves court procedures for landlords. First, during the eviction process, a landlord can make service by leaving the original and necessary copies of the summons with the clerk of courts, and pay a fee. Unless the mail is returned, service is assumed to be made.

Second, in small claims actions, any employee of a business can represent a business. Also, any agent of the landlord or any member of an LLC may represent the person. This alters the rule that a person could be represented by him or herself, an attorney, or a full-time employee.

Last, the eviction process is sped up under Act 76. Now, although landlords must serve tenants with eviction summons within not less than 5 days nor more than 25 days from the issue date, if trial is necessary, proceedings will take place within 30 days of the return date of the summons and/or the initial appearance.

### **Double Damages**

Previous legislation made the violation of any provision of Chapter 704 a potential unfair trade practice for which double damages, court costs and attorneys' fees could be sought. Act 76 now limits such claims to only those dealing with security deposit issues and illegal lease clauses.

### **References by Landlord**

Landlords are no longer civilly liable for anything resulting from tenant references unless lack of good faith is shown by clear and convincing evidence.

### **Pest Damage and Other Damages**

Act 76 allows a landlord to elect that tenants remediate or repair damage done by an infestation of insects or other pests, or any damage due to a tenant's acts or inactions. This means that even if a tenant did not cause the damage, but the tenant failed to stop a visitor causing damage, the tenant may need to repair the property.

### **The Bottom Line**

Tenants should be aware of what they may or may not be liable for, and what their landlords do or do not need to include in their leases for the leases to be valid. Similarly, landlords should ensure that their leases include or exclude the provisions listed above. While Act 76 primarily benefits landlords, landlords must be sure to comply with any laws related to the benefits they receive.





You're invited to the  
Kenosha Landlord Association  
**Holiday Party !!**

Wednesday, January 21, 2015 at 7:00pm  
Cocktails at 6:30 pm

Location: Birchwood Grill  
7515 125th Street  
Kenosha, WI

**Dinner includes:** Dinner Entrée (buffet selection), salad, bread basket, dessert, and choice of coffee, hot tea or soda. Tip is included in the cost. \*\* Please note there will be a Cash Bar. \*\*

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

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Deadline to sign-up is January 2, 2015 - No exceptions!

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

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

Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Kenosha Landlord Association  
2013-2014 Annual Holiday Party

Wednesday, January 21, 2015 at 7:00pm

Location: Birchwood Grill



You're invited to the  
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Kenosha Landlord Association  
2013-2014 Annual Holiday Party

Wednesday, January 21, 2015 at 7:00pm

Location: Birchwood Grill



**Kenosha Landlord Association**

**P.O. Box 1505**

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RETURN SERVICE REQUESTED



**Next Meeting**

**VFW**

**66 18-39th Ave**

On our regular  
3rd Wednesday of the month

**November 19, 2014**

**7:00 P.M. for meeting**

**Appetizers & Networking at 6:30 pm Meeting at 7 pm**

***Open Forum***

*Also to include*

**KLA annual election**

**/officer nominations**

*and*

**The 2015 Membership meetings**

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