



Kenosha Landlord Association

A Local Chapter of the Wisconsin Apartment Association

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Kenosha Landlord Association, Inc.
P.O. Box 1505,
Kenosha, WI 53141

www.kenoshalandlordassociation.org
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To Our Members

Welcome to 2015!!!

We wish all of you and your families a happy and healthy New Year, and that 2015 brings us all prosperity and many successes. In this new year we are hopeful that our Association will become even stronger as we aspire to new heights through our collective efforts to enable the achievement of major objectives in this growing field.

Reminders:

- KLA Membership renewals are due. If you have not sent in a renewal please do. See page 2 for the application. Tell your landlord friends about our organization and encourage them to join the KLA.
- January 21st is the KLA Holiday Party. If you have not sent in your invitation, you can find an invitation with all the details in the newsletter on page 8.

All members are invited to attend the board meetings and get involved in the various committees. Board meetings are held on the 1st Wednesday of the month.

Our next membership meeting will be on Wednesday, February 18th at the VFW 6618 39th Avenue.

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.

Landlord obligations in the winter

Source: rentalpropertyreporter.com



You always have them - specific responsibilities toward your tenants and your occupied rental properties under the laws of most states. These are responsibilities having to do with habitability. But they take on a special significance and importance in the winter months.

Other times of the year the items we will discuss below can be an annoyance to tenants if they aren't working properly or are broken; during the winter they can be positively life threatening in the northern half of the country.

Effective Waterproofing and Weather Protection

You need to keep the building weather tight. That means that if there are roof leaks, holes in exterior walls, broken windows or some other situation that allows the weather to come inside your tenants' dwelling units, it is your responsibility to get it repaired, or at least covered temporarily so that the weather stays out.

"But my tenant did the damage!" is the usual response. It doesn't matter. Go ahead and make the repairs. After all, you are exposing your investment to the weather by not making the repairs. Keep a close accounting of how much it costs, and send a bill to your tenant.

If he or she doesn't pay, you have a couple of options:

1. Take the cost out of their security deposit
2. Evict him or her for damaging the unit (and then take it out of their security deposit)

Keep in mind that many states have a limit on the time you can hold a specific charge over a tenant's head for deduction from a security deposit. It may be one year, two years or even five years. You'll have to check your state law or an attorney to find out. So you'll want to get your money, or at least establish a claim for it, before that time period is up.

Continued on page 3

Kenosha Landlord Association Membership Application & Associate Membership Application



KENOSHA LANDLORD ASSOCIATION

Name _____

Business Name _____

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Number of Units _____

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PO Box 1505, Kenosha, WI 53141-1505

Landlord obligations in the winter (con't)

Adequate Heating Facilities in Good Working Order

The “good working order” piece is the easiest. If the furnace breaks, you have to get it fixed. In most states there is a specific time period in which you must at least start the repairs, often that is 24 hours. If you can’t get it fixed during that period of time, the law may require that you pay for your tenants to stay in a motel.

“Adequate heating facilities” is more difficult to come up with a specific answer for. What happens if you get complaints from your tenants that the “can’t ever get warm”? Then they threaten to deduct things from the rent because they are cold.

FHA financing requirements state that the heating system must be “adequate to heat all [finished] rooms to 70 degrees Fahrenheit” three feet above the floor. That is certainly reasonable. Some units are drafty and feel colder than the temperature would indicate. If you were so inclined, you could certainly make those units more weather tight, but following FHA appraisal guidelines would certainly be an adequate standard.

Electrical Equipment in Good Working Order

This can be a big concern during the winter. During cold weather, space heaters may get plugged in and left on when people are gone. Making sure that the electrical system is in good working order can be extremely important for preventing fires. If you aren’t sure that it’s adequate, best call in an electrician.

Working Smoke/Carbon Monoxide Detectors

Every state requires that these be in good working order when tenants move in. After that, some require that the tenants change the batteries, some states require that they be hard-wired, still other states require that the landlord make sure they work.

Even if your tenants are supposed to make sure the batteries are good, are you going to trust them to leave batteries in and then tell the truth after the fire? No matter what the requirement where your property is or what kind of smoke alarms you have, it behooves you to test them sometime before the cold really sets in and write down somewhere that you did it and when.

Safe Fireplaces

If any of your units have fireplaces, they deserve special attention. One in 20 fires in this country start in chimneys and one in eight fires start in living rooms, probably many of those beginning as the result of some incident with a fireplace.

The Federal Emergency Management Agency (FEMA) has these suggestions about fireplaces and wood stoves:

- Have the chimney or wood stove inspected and cleaned annually by a certified chimney specialist.
- Clear the area around the hearth of debris, decorations and flammable materials.
- Always use a metal mesh screen with fireplaces. Leave glass doors open while burning a fire.
- Install stovepipe thermometers to help monitor flue temperatures.
- Keep air inlets on wood stoves open, and never restrict air supply to fireplaces. Otherwise you may cause creosote buildup that could lead to a chimney fire.
- Use fire-resistant materials on walls around wood stoves.

Other than the real potential you have for fire loss, there is another reason for careful maintenance of the fireplaces and chimneys: liability. If a fire starts in your property and it can be shown that you were not as careful as some judge and jury think you should have been about chimney maintenance, you could end up on the wrong end of a liability judgment. If you have a chimney specialist check and clean several chimneys and flues, you can probably work a good deal for the lot of them.

Seemingly Nice People can be Bad Tenants

Source: rentalpropertyreporter.com



“But they seemed like such nice people!” Famous last words of the landlord whose bad tenant was just about dragged out of their property by the deputy sheriff, eviction order in hand, and told to remove his belongings from the sidewalk in no less than two hours. The landlord surveys the broken windows, cigarette burns in the carpeting, torn off doors, and shivers at the lost rent for the past three months.

Five months earlier that landlord had had three other prospects, each of whom was excited about renting what would soon become a less-than-sparkling property, but the landlord picked the bad tenant. Why? It’s because bad tenants are adept at selling themselves. It has to do with why people buy.

Make no mistake, every applicant is selling himself when applying to rent. Some are far better at it than others; in fact, some of them are truly experts. For some, it’s just the con man, or woman, in them; for others it’s because they have had so much practice. In both cases, the landlord ends up paying.

One of the first things I tell students in my sales training classes and seminars is that people like to do business with people they like. Think of your own experience. There is no way you will do business with a person whom you do not like, trust, or believe even if he or she has the best prices and products in town.

Bad tenants have taken that dictum to heart and learned to act like good guys, people we like, people we want to do business with.

No, we don’t want bad tenants. Yes, we do want to rent to people we like. We want people renting our properties who will take pride in the way their homes’ look, will be responsible and pleasant neighbors, and will resolutely pay the rent on time. Those are people we like.

We like friendly people. We like people who smile, who are agreeable, and who are courteous. But are those the qualities that make good tenants? Smiley, agreeable, courteous people are the ones we might like to have a beer with. But rent to them? Renting is a business decision. Having a beer and a good time is a personal decision. The two are not mutually exclusive because we can rent to people we like and have them be good tenants. A personal relationship can go along well with a business relationship. Some of my friends in business are also people whom I enjoy having lunch with.

Continued on page 5

Landlord/Crime Free

Multi-Housing Rental Seminar

Saturday January 10th (9:00am-2:00pm)

Saturday January 17th (9:00am-12:00pm)

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.

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!!!!!!

Seemingly Nice People can be Bad Tenants

(con't)

Even so, the two relationships are different. Trouble is, many landlords somehow feel that wanting to socialize with someone is what counts.

No, we don't want to rent to jerks. They may be good tenants in that they take care of the property, pay the rent on time and are tolerable neighbors, but they are a pain. I had some tenants once who always paid the rent on time, who always took immaculate care of the property, but whom I dreaded getting the rent check from (always on the first of every month) because they included a laundry list of nitpicky repairs that "needed" doing, right down to light bulbs that burned out too often.

These two were just annoying. I certainly had no desire to socialize with them. But the business relationship was tolerable. (I have to admit I was pleased when they bought a home, though.)

In the nightly meetings of bad tenants (they must have them), the discussions must revolve around how to get landlords to rent to them in spite of their less-than-stellar rental histories. The two most obvious tactics to get to move into a property are to find a landlord in a hurry or to get the landlord to feel sorry for them. That isn't enough. A landlord may feel sorry for an applicant or may be stressing over the mortgage payment he will have to take out of his own pocket if he doesn't get some rent soon. But if the landlord doesn't like the applicant, there's little chance that the landlord will go along with excuses such as having to "find a place today because her boyfriend kicked her and her baby out" or "not having enough cash for the first month's rent and the security deposit right now."

That means bad-tenant applicants will be on their best behavior, acting just as their mothers told them to act, when they look for a new place to live. They will smile, say thank you, and corral their bratty kids when they tour a property. You will like them. And that's fine. Whether you rent to them or not should depend on different criteria. But you know that.

Good tenants fill the application out completely. They have to have an acceptable rental history. They have to have sufficient, regular and verifiable income. They have to have the rent and deposit up front.

Prospective tenants can seem like nice people. They can, in fact, be nice people. They can be people whom you could socialize with. But they first and foremost, they must be people who can prove they will be good tenants. Then you won't have the deputy sheriff, eviction order in hand, dragging them and their belongings out of your rental property. You will have tenants whom you will value as good customers, even if you don't want to have a beer with them.



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11 NEW RENTAL FORMS

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

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The Six Keys to Having a Successful Security Deposit Policy

Source: <http://landlord.com> 2014



Practically all states now have laws dealing with the disposition of the security deposit and what can be deducted from it. Beyond the bare regulations, there are things the landlord can do to avoid misunderstandings which lead to small claims court litigation, or consumer fraud investigations. Because of the growing legal recognition that the deposit is the tenant's money, it is necessary that the tenant have a solid understanding of what happened to it and that its disposition was fair.

1. **Make things clear at the lease signing.** While you naturally wish to retain the tenant on a long term basis, nevertheless, some discussion of what will happen upon tenancy termination is wise. Establish a specific move-out procedure, which you actually follow. It need not be complicated or time consuming, but it must be clear. Reduce it to writing, and give a copy to the tenant at the time of lease signing. It is not necessary to include it in the rental agreement, or even smart to do so, as you may wish to modify it, which is more difficult if it is in the lease. But do have the tenant initial a receipt for a copy which you reserve for the tenant's file. The move out procedure should include a walk through, at the time the last piece of heavy furniture is removed from the unit and the tenant has completed cleaning. In the event you run into a dispute with the tenant at this point, be sure to photograph the point of dispute.
2. **Prepare for move-out before move-in.** Have a walk through, at the time of lease signing, with an inventory sheet. Have the tenant initial the inventory sheet, then keep it in the tenant's file. This documents the condition of the premises before the tenant's movers start throwing the sofas and tables against the walls. If any discrepancies are noted, have them attended to within the first week of the tenant's occupancy, the sooner the better. Document the fix.
3. **Provide a move-out notice.** When your tenant announces he is going to move, and you have implemented some of the suggestions contained in our Tenant Retention article, provide the tenant with a notice of termination of tenancy addressed to you which complies with the laws of your state, and have the tenant sign it. This gives you the opportunity to obtain a forwarding address. Explain to the tenant that you cannot refund the security deposit until he has vacated and you have completed any corrections necessary. Even if the premises are perfect, it will still take a day or two to provide a formal accounting after the walk-through.
4. **Provide an accounting.** Whether your state or locality requires it or not, send an accounting of each charge to the deposit. Back it up with copies of invoices. Do this within the time required by your state or locality, or within two to three weeks. If the property is so far gone that you cannot complete the work within this time, then send an interim accounting, with a statement explaining the necessity for delay and that the complete accounting will be provided when all the work has been completed.
5. **Avoid obviously inappropriate charges.** All jurisdictions reserve the security deposit for compensation of the landlord for injury caused by breaches of the rental agreement, necessary cleaning, and damage to the property over and above normal wear and tear. Common sense helps. If the carpet was already 12 years old when the tenant moved in, do not charge for carpet replacement after he moves out. Carpets wear out. But if the carpet was near new, and you are confronted with a mess of oil stains and burn marks, by all means charge. If the tenant has been there five years and you never painted the place, do not charge for painting. Do not charge for cosmetics which you do to the premises on a routine basis, regardless of what the vacating tenant does to clean the property, to make it more pleasing to prospective tenants. Do not hesitate, however, to take all charges against the deposit which can properly be charged to the tenants rent and other defaults, failure adequately to clean, and damage to the property.
6. **Follow up on Deficiencies.** Your accounting will show whether the tenant owes you money. He does, make a clear demand for payment along with the accounting. Follow up with your invoices if requested. Part of a successful security deposit policy is to assure that you are reimbursed if the tenant does so much damage, or owes so much rent, that you still take a loss. Small claims court can be a useful tool in this regard.

There are plenty of profit opportunities in the landlord/tenant relationship which are perfectly legitimate. The security deposit is not one of them. Deal with the security deposit fairly and use it for the purposes for which it is intended, and not only will you avoid needless litigation, but also onerous governmental intervention.

John Michael Kisting
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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 Avenue
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**

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
Kenosha Landlord Association
Holiday Party !!

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Name: _____

Name: _____

Telephone (____) _____ - _____

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

Kenosha, Wisconsin 53141

RETURN SERVICE REQUESTED



Kenosha Landlord Association

Holiday Party !!

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

www.kenoshalordassociation.org

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