

Apartment Association of Southeastern Wisconsin

Advocating for all Landlords

January 15, 2018

Legislative Update

What Are We Doing For You Lately?

Legislative Efforts

Current landlord tenant legislation:

SB 639/AB 771



Historic Preservation – In the repair or replacement of a property that is designated as a historic landmark or included within a historic district or neighborhood conservation district, the municipality shall allow an owner to use materials that are similar in design, color, scale, or architectural appearance, or other visual qualities.



Municipal Inspections –

- “Habitability violation” includes hot and cold water, heating, electricity, structural conditions, plumbing, sewage disposal, smoke and carbon monoxide detectors, rodents and insects, excessive mold. This comes from current DATCP rules for safety and health violations.
- Municipality can inspect areas due to blight, high rate of building code violations or complaints, deteriorating property values, single family home conversions to rental units.
- First inspection (\$90), second inspection (\$150), third inspection if needed (\$150), special warrants (\$150), vacant unit (\$75).

Municipal Inspection – (continued)

- Fee required to be waived for no violations found or corrected violations as required.
- If no habitability violation is found or violation(s) is corrected within 30 days, no rental inspection of unit for at least 5 years.
- If violations are not fixed within specified time period, fees will apply and property remains in annual inspection program for 2 consecutive years.
- Rental properties less than 8 years old not inspected.

Local fees and charges – Landlords do not always receive a timely and direct notice when/if their rental property is in violation of an ordinance as it relates to weeds, electronic waste, or building and property maintenance standards. SB 639/AB 771 requires municipalities to notify the property owner of an ordinance violation by first class mail or email. This way the person responsible for the problem, the landlord, can remedy the situation before the fine is imposed. Fees for clearing ice and snow or a violation that creates an immediate danger to public health, safety, or welfare are exempted.



Refund of fees – In cases where a municipal determination against a landlord is overturned or withdrawn, the landlord does not always receive a refund of his/her filing fees. SB 639/AB 771 requires the fees to be returned if the determination is overturned or withdrawn. This provision is a matter of fairness.



Emotional Support animals – SB 639/AB 771

provides that a tenant who is seeking to keep an emotional support animal in the unit may be required to provide documentation from a state-licensed professional, acting within their scope of practice, on his/her disability and disability-related need for the animal. Intentional misrepresentation fine of \$500.

Emotional support animals are defined as animals that provide emotional support, well-being, comfort, or companionship, but are not trained to perform specific tasks for the benefit of a person with a disability.



Landlord work provision – SB 639/AB 771 specifies that a landlord can recover the costs of their own labor and time when repairing tenant damage. This provision is needed because some courts or court commissioners have not allowed landlords to charge for their own time and labor.

- Purchasing or providing materials
- Supervising an agent of the landlord
- Hiring a 3rd-party contractor



Local regulation of rent abatement – SB 639/AB 771 would prohibit any local municipality from enacting their own rent abatement ordinance which would be inconsistent with state law under s.704.07(4). Current state law provides a fair, understandable and single standard for rent abatement when tenants are unable to fully enjoy the use of their unit.



Electronic delivery of notices – SB 639/AB 771

would allow landlords and tenants to communicate and reach agreement through electronic delivery, including rental agreements and security deposits. This will make it quicker and easier to resolve issues between both parties.



Defining late fees as rent – SB 639/AB 771 modifies the definition of “rent” to include any rent that is past due and any late fees owed for rent that is past due. Too often, a justifiable eviction can be easily dismissed if the landlord adds late fees to a 5-day notice for unpaid rent.



**PAST
DUE**

Incorrect amount stated on notice – A notice for failure to pay rent or other amount due that includes an incorrect statement of the amount due is valid unless:

- The landlord's statement of amount due is intentionally incorrect, or
- The tenant paid or tendered payment of the amount the tenant believes to be true.



Waiver defense to eviction –It shall not be a defense to an action of eviction or claim for damages that the landlord or tenant has previously waived any violation or breach of the terms of a rental agreement. This waiver says if the landlord showed good faith by not penalizing a tenant for a breach the first time, the landlord can't enforce the lease provision for future breaches. This is a technical loophole for tenants who have a pattern of nonpayment for rent or unacceptable behavior.



Rental weatherization – The 2017-19 state budget bill eliminated the DSPS rental weatherization program. Under SB 639/AB 771, all 35,000 remaining rental unit stipulations and waivers would be void and unenforceable, consistent with the elimination of the Rental Unit Energy Efficiency program in the state budget. This program was outdated and no longer being enforced by the DSPS.



- **Complaint records** – For municipalities with an inspection ordinance, a record must be kept of the public employee or official filing the complaint, the nature of the complaint, and any inspection conducted upon the complaint.