

## Information regarding City of Milwaukee

Thanks to Mark Medrek for adding this information to our conversation at the meeting on Monday, September 16, 2019 and for following up and sharing the info afterwards.

Hello,

I was asked to share the sources for my comments last night (I think it was Kathy). Please notice that the Infestation codes provided below are State and City (i.e. if a municipality is not as progressive and responsive as Milwaukee is, they usually defer to the State Statute)

- <https://city.milwaukee.gov/Dumping#.XYDn-ShKiUk> Illegal Dumping, and the potential rewards
- 704.07 Repairs; untenability. [WI State Statute]
  - (1) APPLICATION OF SECTION. This section applies to any nonresidential tenancy if there is no contrary provision in writing signed by both parties and to all residential tenancies. An agreement to waive the requirements of this section in a residential tenancy, including an agreement in a rental agreement, is void. Nothing in this section is intended to affect rights and duties arising under other provisions of the statutes.
  - (2) DUTY OF LANDLORD.
    - (a) Except for repairs made necessary by the negligence of, or improper use of the premises by, the tenant, the landlord has a duty to do all of the following:
      1. Keep in a reasonable state of repair portions of the premises over which the landlord maintains control.
      2. Keep in a reasonable state of repair all equipment under the landlord's control necessary to supply services that the landlord has expressly or impliedly agreed to furnish to the tenant, such as heat, water, elevator, or air conditioning.
      3. Make all necessary structural repairs.
      4. Except for residential premises subject to a local housing code, and except as provided in sub. (3) (b), repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition.
      5. For a residential tenancy, comply with any local housing code applicable to the premises.

(b) If the premises are part of a building, other parts of which are occupied by one or more other tenants, negligence or improper use by one tenant does not relieve the landlord from the landlord's duty as to the other tenants to make repairs as provided in par. (a).

(bm) A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply:

1. The landlord has actual knowledge of the violation.
2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises.
3. The violation presents a significant threat to the prospective tenant's health or safety.
4. The violation has not been corrected.

(c) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this subsection is inapplicable and either sub. (3) or (4) governs.

(3) **DUTY OF TENANT.**

(a) If the premises are damaged, including by an infestation of insects or other pests, due to the acts or inaction of the tenant, the landlord may elect to allow the tenant to remediate or repair the damage and restore the appearance of the premises by redecorating. However, the landlord may elect to undertake the remediation, repair, or redecoration, and in such case the tenant must reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proved otherwise by the tenant. Reasonable costs include any of the following:

1. Materials provided or labor performed by the landlord.
2. At a reasonable hourly rate, time the landlord spends doing any of the following:
  - a. Purchasing or providing materials.
  - b. Supervising an agent of the landlord.
  - c. Hiring a 3rd-party contractor.

(b) Except for residential premises subject to a local housing code, the tenant is also under a duty to keep plumbing, electrical wiring, machinery and equipment furnished with the premises in reasonable working order if repair can be made at cost which is minor in relation to the rent.

(c) A tenant in a residential tenancy shall comply with a local housing code applicable to the premises.

(4) UNTENANTABILITY. If the premises become untenable because of damage by fire, water, or other casualty or because of any condition hazardous to health, or if there is a substantial violation of sub. (2) materially affecting the health or safety of the tenant, the tenant may remove from the premises unless the landlord proceeds promptly to repair or rebuild or eliminate the health hazard or the substantial violation of sub. (2) materially affecting the health or safety of the tenant; or the tenant may remove if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding, or elimination would impose undue hardship on the tenant. If the tenant remains in possession and the condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises, rent abates to the extent the tenant is deprived of the full normal use of the premises. This section does not authorize rent to be withheld in full, if the tenant remains in possession. If the tenant justifiably moves out under this subsection, the tenant is not liable for rent after the premises become untenable and the landlord must repay any rent paid in advance apportioned to the period after the premises become untenable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by the tenant.

(5) RESTRICTION OF REGULATION OF ABATEMENT. An ordinance enacted by a city, town, village, or county regulating abatement of rent shall permit abatement only for conditions that materially affect the health or safety of the tenant or substantially affect the use and occupancy of the premises.

- 275-82. Extermination. [Milwaukee Code of Ordinances]

1. GENERAL. The owner or operator of any structure shall be responsible for extermination within the structure prior to renting, leasing or selling the structure.

## 2. EXTERMINATION OF PESTS.

a-1. **Owner's Responsibility.** Every owner or operator of a structure in which 2 or more occupants share a structure or premises shall be responsible for the extermination of insects, rodents or other pests on the premises whenever infestation exists

in portions of the premises controlled by more than one occupant or the infestation exists in shared or public portions of the premises.

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a-2. Every owner or operator of a condominium unit shall be responsible for the extermination of insects, rodents or other pests in the condominium unit whenever an infestation exists within 2 or more condominium units that are part of a cluster of contiguous condominium units or whenever an infestation exists in the common or limited common elements, in accordance with s. 703.02, Wis. Stats., of a cluster of contiguous condominium units.

b. **Occupant's Responsibility.** Every occupant of a structure containing a single occupancy shall be responsible for the extermination of any insects, rodents or other pests on the premises. Every occupant of a structure containing more than one occupancy shall be responsible for extermination within the occupancy whenever the occupancy is the only one infested. Whenever infestation is caused by failure of the owner to maintain a structure in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

Take Care,

*Mark S. Medrek*

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