

330V020225

JOSEPH PETERS  
2829 MARTIN Luther King Drive  
Milwaukee, Wisconsin 53212,

TOMIKA CULPEPPER d.b.a TJ PROPERTIES  
2915 John R. Street, #705  
Detroit, Michigan 48201,  
and

SALIDA PROPERTIES, LLC  
129 Cardinal Crest Drive  
Brookfield, Wisconsin 53005

Plaintiffs,

v.

Case No.

Unclassified: 30703

CITY OF MILWAUKEE  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

CITY OF MILWAUKEE COMMON COUNCIL  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
841 N. Broadway Street  
Milwaukee, Wisconsin 53202,  
and

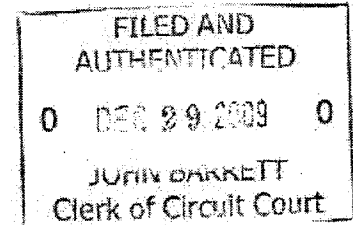
ARTHUR DAHLBERG, COMMISSIONER  
CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
841 N. Broadway Street, Rm. 104  
Milwaukee, Wisconsin 53202

Defendants.

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**COMPLAINT**

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The above-named Plaintiffs, by their attorneys, Maistelman & Associates, LLC by attorneys Michael S. Maistelman, David R. Halbrooks, and Matthew D. Lerner, allege and complain as follows:

1. Plaintiff, Joseph Peters, whose address is 2829 Martin Luther King Drive, Milwaukee, Wisconsin 53212, owns a rental property located at 3033 North Bartlett Avenue, Milwaukee, Wisconsin and owns an additional property located at 3372-74 N. Oakland Avenue, Milwaukee, Wisconsin.
2. Plaintiff Tomika Culpepper, whose address is 2915 John R. Street, #705, Detroit Michigan 48201, does business in Wisconsin as T.J. Properties and owns a duplex at 2447 North 20<sup>th</sup> Street in the City of Milwaukee, which is managed by MPI Management.
3. Plaintiff Salida Properties, LLC is a limited liability corporation organized under the laws of the State of Wisconsin, whose address is 129 Cardinal Crest Drive, Brookfield, Wisconsin, 53005, and whose principal is David Babalola. Salida Properties owns a rental property located at 2245-47 North 26<sup>th</sup> Street in the City of Milwaukee, 53205.
4. Defendant City of Milwaukee Common Council is the elected governing body for the City of Milwaukee located at 200 E. Wells Street, Milwaukee Wisconsin 53202.
5. Defendant City of Milwaukee Department of Neighborhood Services is located at 841 North Broadway, Milwaukee Wisconsin 53202, and is a department within the City of Milwaukee which is responsible for enforcing zoning and building maintenance codes, including inspecting properties for code violations.
6. Defendant Arthur Dahlberg, is the Commissioner of the Department of Neighborhood Services, located at 841 North Broadway Street Rm. 104, Milwaukee Wisconsin 53202, and is responsible for the enforcement of the ordinance out of which this action arises.
7. On December 1, 2009 the City of Milwaukee Common Council voted to adopt ordinances numbered 200-19-2 am, 200-33-49cr and 200-53cr. The Mayor signed the ordinances into law on December 10, 2009. This ordinance is effective as of January 1, 2010 and establishes a residential rental certificate requirement in designated residential areas known as census tracts 99-12, 117-120 and the western portion of census tracts 103 and 116 with the eastern boundary defined by interstate 1-43; and those bounded by Edgewood Avenue to Newberry Boulevard and Cambridge Avenue to Hackett Avenue. (See ordinance attached hereto as exhibit A to the Affidavit of Matthew D. Lerner). Under the ordinance, owners of rental properties in the designated residential areas must apply for a residential rental certificate from the City of Milwaukee Department of Neighborhood Services "DNS". A certificate is required for each rental unit in order for it to be rented. If a unit does not have a valid rental certificate or a temporary rental

certificate, "no owner of the unit shall permit any person to occupy the unit as a tenant or otherwise." (200-53-3) Residential two-family buildings which are owner-occupied are exempt from the certificate requirement, but owner-occupied multiple-family dwellings with three or more units are not. (200-53-3) Owners must file an application for the certificate within 30 days of January 1, 2010, and yet the requirement that each rental unit in the designated residential rental areas have the required certificate in order to allow "any person to occupy the unit as a tenant or otherwise" is also effective as of January 1, 2010. (200-53-3).

8. DNS claims that within 30 days of the effective date of the ordinance, all known property owners in the impacted residential areas will be notified of the need to apply for a certificate and to schedule the required inspections. DNS claims that the notification will include an inspection date that is at least 60 days past the notification date and will include the required fees, certificate application form, and pre-inspection checklist. A non-codified section of the ordinance states that it intends to issue interim rental certificates while the ordinance is being phased-in, which will remain valid until DNS has conducted its initial inspection. If an owner fails to allow access to its dwelling or units the interim certificate will be revoked. The intent to notice property owners and issue interim certificates is not part of the ordinance. No mention of noticing property owners of the need to file an application or the process through which to obtain an interim certificate is made in the body of the regulation. The definition of interim certificate and the rights and obligations which it conveys, if any, are not contained in the ordinance. An interim certificate does not relieve the owner of any of the mandates and penalties of Section 200-53 CMO.

9. Within 60 days of filing an application, an inspection is conducted by DNS to ensure that each rental unit complies with building maintenance and zoning codes of the City of Milwaukee. (200-53-4&5) An inspection fee of \$85 is assessed for each unit. (200-33). If a building has 10 or more units, then DNS will inspect a sampling of the units of not less than 2 units and not more than 10% of the dwelling units in the building. (200-53-5(b)). The Department will not charge a fee for more than 10 units in any given building. (200-53-5(b)). If after inspection of the sample, DNS determines there are code violations which affect the safe, decent, and sanitary living conditions for tenants, DNS may then inspect as many dwelling units as necessary up to 100% to enforce the provisions of the code. (200-53-5-(b)). The number of the second sampling is based upon the "degree of the conditions discovered in the unit," and the inspection fee charged is based upon a per unit inspected basis. (200-53-5(b)).

10. DNS will issue a residential rental certificate valid for 4 years from the date of issuance, if after inspection DNS finds that the unit's observable conditions conform to building maintenance and zoning codes and the unit has no outstanding orders to correct. (200-53-6). If upon inspection, it is determined that there are one or more "disqualifying violations" at the dwelling or unit then DNS will issue a one-year rental certificate once all observable conditions conform with the building maintenance and zoning codes. (200-53-6 (b)). If the inspection uncovers "outstanding violations" which in the "commissioner's opinion" are such that they "do not constitute a hazard to the occupants

of the dwelling or unit and if a work plan to correct the violations is submitted and approved by the commissioner," DNS may issue a temporary certificate which will be valid for 30 days. (200-53-6(c)). The temporary certificate may be extended if a revised work plan is submitted and approved. (200-53-6(c)). Failure to abate violations discovered resulting from the inspection associated with the application will invalidate the temporary certificate and no person will be allowed to occupy the dwelling or unit as tenant or otherwise. (200-53-6 (c)).

11. "Disqualifying violations" are conditions that affect safe, decent, and sanitary living conditions of persons occupying a residential rental unit, or other conditions that violate the provisions of the building code, building maintenance code or zoning code that indicate in their totality that the rental unit is not being properly maintained. (200-53-2(c)). Conditions which affect safe, decent, and sanitary living conditions include items which violate fire safety, lack of or poor condition of sanitary facilities, absence of adequate heating systems or equipment, items which affect the safe operation of electrical and mechanical systems, items which affect structural integrity of the building or the ability of the building envelope to keep out the weather, or one or more conditions if not corrected would be reasonably expected to become conditions that affect the safe, decent and sanitary conditions or the occupants. (200-53-2(b.)).

12. If, after a 4 year residential rental certificate is issued, DNS discovers that the dwelling or unit has disqualifying violations or a pattern of a repeated building or zoning code violations, the department may revoke the four-year certificate and may issue a one-year certificate after the violations have been corrected. (200-53-6(d)). A dwelling or unit for which the 4-year certificate has been revoked and a one-year certificate has been granted will again be eligible for a 4-year certificate after expiration of the one-year certificate and "as of the first subsequent annual inspection, no disqualifying violations are found." (200-53-6(d.)). The commissioner may revoke either a four-year or one-year certificate if he determines that "violations are of a critical nature that constitute an unsafe or unfit condition that results in orders issued under §§200-11-5 or 200-12.5." (200-53-6(d.)).

13. The owner of a rental dwelling, unit or units may request the review of a decision or regulations imposed by the department. (200-53-9(a-e)). The request is to be made in writing within ten days after the order is issued, and shall state the grounds for review. (200-53-9(a)). The commissioner or person appointed as the commissioner's designee shall conduct the administrative review hearing. (200-53-9(c)). If an owner is not satisfied by the commissioner's decision, the owner may make a subsequent appeal to the Standards and Appeal Commission pursuant to §200-17. (200-53-9(e)).

14. The Commissioner, in his discretion, may revoke a rental compliance certificate "if violations which are considered to be an unfit or unsafe condition" of the maintenance and zoning code which were discovered during the initial inspection or after a certificate has been issued are observed during a complaint investigation. (200-53-10). The ordinance gives the Commissioner authority to "issue rules and regulations for the

administration" of the ordinance. (200-53-11). These rules and regulations are not made public and are subject to change at the discretion of the Commissioner.

15. As of January 1, 2010, the personnel needed to implement this residential rental certification program will not be in place, and yet the owners will be subject to the mandates of the ordinance.

16. As of January 1, 2010, all of the plaintiffs (hereinafter "Owners") in this action will have active one-year and month-to-month leases on their properties, which are located within the areas affected by the ordinance, with tenants occupying the units.

17. This ordinance is a "pilot program" which is set to be revisited 4 and ½ years from the effective date of January 1, 2010, and will expire 5 years from the effective date unless reauthorized by the Common Council. At the time the pilot program is revisited, an election cycle will have passed and newly elected officials unfamiliar with the program and its intended impact may be in office.

### FIRST CLAIM FOR RELIEF

#### (Unconstitutionally Vague)

18. All of the preceding paragraphs are re-alleged and incorporated as if fully stated herein.

19. The ordinance uses terms, and makes designations which are so vague they fail to put the Owners on notice as to what specific conditions will result in a denial of a residential rental certificate and/or revocation of a residential rental certificate, and vests in the DNS Commissioner and his inspectors, the subjective power to determine whether conditions constitute a situation which triggers a denial or revocation of the certificate. This subjective power will cause a non-uniform application resulting in dwellings or units with the same violations to be treated differently under the ordinance.

20. Section 200-53-2(b) of the ordinance provides that a condition which affects the safe, decent and sanitary living conditions of persons occupying a rental unit may be **"one or more conditions which would be reasonably expected to become conditions that affect the safe, decent and sanitary conditions of the occupants."** Section 2.c defines a "disqualifying condition" in part as **"conditions that violate the provisions of the building code, building maintenance code, or zoning code that indicate in their totality that the rental unit is not being maintained."** Each of these provisions vests power in the Commissioner or his inspectors to determine based only upon his or her opinion, whether an inspection reveals conditions which do not pass scrutiny. This subjective standard exists only in the minds of the Commissioner and his inspectors, and does not put the Owners on notice of what number or degree of violations would rise to the level

of a "condition affecting the safe, decent, and sanitary living conditions" or a disqualifying violation."

21. Section 200-53-5(b) provides that after a sample inspection of dwelling units has been conducted, a second sampling may be inspected based upon the "degree of conditions" discovered in the first inspection. Whether the conditions discovered in the first inspection rise to the level that a second inspection is required is left to the subjective determination of the Commissioner and his inspectors, without any guidance as to the severity or number of violations which must be discovered in order to trigger a second inspection. Owners have no notice as to what specific conditions or number of conditions will trigger a second inspection.

22. Section 200-53-6(c) provides that the Commissioner may issue a temporary certificate if "in the Commissioner's opinion, the outstanding violations do not constitute a hazard to the occupants of the dwelling or unit..." What conditions "do not constitute a hazard" are not defined and what process or standards the Commissioner will use to make this determination is not clear. The Owners do not have notice of what violations, if any, do not rise to the level requiring a denial of the certificate.

23. Section 200-53-6(d) provides that revocation of a residential rental permit may occur for a "a pattern of repeated building or zoning violations" and for violations of a "critical nature" that constitute an unsafe or unfit condition that results in orders under §§ 200-11-5 or 200-12.5 of the City of Milwaukee Ordinances "CMO." The ordinance does not indicate how many violations constitute a "pattern" and does not provide a definition for the term "critical nature." A determination that there is a pattern of violation or that a violation is of a "critical nature" is completely subjective and the Owners have no notice what violations rise to this level.

24. Section 200-53-6(f) provides that the owner of a dwelling or unit for which a residential rental certificate has not been granted shall not "permit any person to occupy the dwelling or unit as a tenant or otherwise." The ordinance does not provide any explanation as to the meaning of this section, thereby leaving the conclusion that a person is "occupying a dwelling" to the subjective determination of the Commissioner and his inspectors, without putting the Owners on notice as to what behavior is disallowed, including whether the Owner may occupy his or her own property.

25. Section 200-53-10 provides that the Commissioner may revoke a residential rental certificate if "violations which are considered to be an unfit or unsafe condition pursuant to sub. 7-a are observed during a complaint investigation." Section 7-a of the ordinance merely refers to violations of the building and maintenance zoning code and provides no notice to the Owners as to how many, or what level of violations will result in a revocation; thereby leaving the basis for revocation to the sole subjective determination of the Commissioner.

26. Section 200-53-11 provides that the "Commissioner shall issue rules and regulations for the administration" of the ordinance. No such rules or regulations are

contained in the body of the ordinance and are not made publicly available. The "pre-inspection checklist" to be sent to the owners after the ordinance is in effect, and after owners are subject the rules and regulations is merely a guideline for inspection and is at all times subject to change at the discretion of the Commissioner. (See Exhibit B attached to the Affidavit of Matthew D. Lerner). The Owners have no notice of the rules and regulations governing the administration of the ordinance.

27. DNS indicates that it intends to issue "interim" rental certificates until an inspection of the owners' units can be conducted, but no provisions for an interim certificate are made in the body of the ordinance. The meaning of this term "interim certificate" is not defined and the rights and obligations which arise under this "interim" certificate are not enumerated. The Owners have no notice of what is required of them under the interim certificate. It is unclear if the interim certificate relieves the Owners of any of the requirements or penalties arising under the ordinance.

28. Due to the vague terms and concepts contained in the ordinance and lack of established and accessible rules and regulations governing its administration, reasonable owners and inspectors will be required to guess as to the ordinance's meaning, and will differ as to its application to the conditions at different properties. This lack of clarity deprives the owners of fair notice as to what conditions will cause the denial or revocation of a residential rental certificate and renders the ordinance unconstitutionally vague. *Walworth County v. Tron-Shaw*, 165 Wis.2d 521, 526 (Wis App. 1991), *City of Milwaukee v. Wilson*, 96 Wis.2d 11, 16(1980).

## SECOND CLAIM FOR RELIEF

### (Fatal Defects)

29. All of the preceding paragraphs are re-alleged and incorporated as if fully stated herein.

30. The ordinance contains terms which are unclear, have no definition, and fails to proscribe clear standards by which a residential rental certificate may be granted or denied, vesting in the Commissioner and his inspectors the arbitrary power to grant, deny, or revoke a certificate without specific standards through which such discretion should be exercised.

31. Section 200-53-2(b) of the ordinance provides that a condition which affects the safe, decent and sanitary living conditions of persons occupying a rental unit may be "one or more conditions that if not corrected would be reasonably expected to become conditions that effect [sic] the safe, decent and sanitary conditions of the occupants." Section 2.c defines a "disqualifying condition" in part as "conditions that violate the provisions of the building code, building maintenance code, or zoning code that indicate in their totality that the rental unit is not being maintained." Each of these provisions vests power in the Commissioner or his inspectors to determine whether,

based upon opinion alone, the conditions at a specific property do not pass scrutiny. This subjective standard exists only in the minds of the Commissioner and inspectors and the ordinance is silent as to what number or degree of violations would rise to the level of a "condition affecting the safe, decent and sanitary living conditions" or a "disqualifying violation."

32. Section 200-53-3(a) provides that each rental unit in the designated residential areas must have a valid residential rental certificate in order to be rented. The ordinance exempts all owner-occupied two-family units from this requirement. Owner-occupied buildings with more than two units are not exempt from the certificate requirement. The ordinance fails to proscribe clear and unarbitrary standards by which it is applied to owner-occupied rental units.

33. Section 200-53-5(b) provides that after a sample inspection of dwelling units has been conducted, a second sampling may be inspected based upon the "degree of conditions" discovered in the first inspection. Whether the conditions discovered in the first inspection rise to the level that a second inspection is required is left to the subjective determination of the Commissioner and his inspectors, without any guidance as to the severity or number of violations which must be discovered in order to trigger a second inspection.

34. Section 200-53-6(b) provides for a four-year certificate to be granted when upon inspection, no disqualifying violations are found. A 1-year certificate will be granted if violations are found and then corrected. Even though both owners would be compliant with the ordinance and have no code violations upon issuance of the certificate, one is arbitrarily issued a certificate for a shorter duration.

35. Section 200-53-6(c) provides that the Commissioner may issue a temporary certificate if "in the Commissioner's opinion, the outstanding violations do not constitute a hazard to the occupants of the dwelling or unit..." What conditions "do not constitute a hazard" are not defined, and what process or standards the Commissioner will use to make this determination is not set forth, resulting in a situation where the Commissioner may arbitrarily grant or deny a temporary certificate as he pleases.

36. Section 200-53-6(d) provides that revocation of a residential rental permit may occur for violations of a "critical nature" that constitute an unsafe or unfit condition that results in orders under §§ 200-11-5 or 200-12.5 CMO. The ordinance does not provide a definition for the term "critical nature." A determination that a violation is of a "critical nature" is left to the sole discretion of the Commissioner with no guidelines for making such a determination.

37. Section 200-53(6)f provides that the owner of a dwelling or unit for which a residential rental certificate has not been granted shall not "permit any person to occupy the dwelling or unit as a tenant or otherwise." The ordinance does not provide any explanation as to the meaning of this section. Thereby leaving the conclusion that a person is occupying as a tenant or otherwise to the sole discretion of the Commissioner



and his inspectors, and likely creating a situation where the owner is prevented from staying in his or her own unit at the will of the Commissioner, without standards enumerated in the ordinance proscribing the manner by an owner may be barred from occupying his or her property.

38. Section 200-53-10 provides that the Commissioner may revoke a residential rental certificate if "violations which are considered to be an unfit or unsafe condition pursuant to sub. 7-a are observed during a complaint investigation." Section 7-a of the ordinance merely refers to violations of the building and maintenance zoning code and provides no standards which proscribe how many or what level of violations will result in a revocation, thereby leaving the basis for revocation to the sole discretion of the Commissioner with no guidelines for making the determination.

39. Section 200-53-11 provides that the "Commissioner shall issue rules and regulations for the administration" of the ordinance. No such rules or regulations are contained in the body of the ordinance and are not made publicly available. The "pre-inspection checklist" to be sent to the owners after the ordinance is in effect, and after owners are subject the rules and regulations, is merely a guideline for inspection and is at all times subject to change at the discretion of the Commissioner. The ordinance is silent as to the manner in which the ordinance is to be administered and inspections are to be conducted.

40. The failure of the ordinance to provide specific terms and standards by which a residential rental certificate may be denied or revoked creates a situation in which the Commissioners and inspectors may simply do as they please and deny or revoke certificates at will, thereby rendering the ordinance fatally defective. *State ex. Rel Humble Oil & Refining Co. v. Wahner*, 25 Wis.2d 1, 11 and 12(1964).

### THIRD CLAIM FOR RELIEF

#### (Failure to Provide Impartial Review)

41. All of the preceding paragraphs are re-alleged and incorporated as if fully stated herein.

42. Section 200-53-9(c) of the ordinance provides for administrative review of violations or regulations imposed under the ordinance. At the request of a property owner, a review hearing will be held before "[t]he Commissioner or the person appointed as the Commissioner's designee." Therefore, the individual and agency which made the unpublished rules for inspection and subjectively applied the rules, also acts as the decision-maker for review of the contested determinations.

43. Section 68.11(2) of the Wisconsin Statutes requires that municipalities must provide an "impartial decision-maker...who did not participate in making or reviewing the initial determination" to preside over administrative hearings. Because the rules for

inspection and application of the ordinance are made solely at the discretion of the Commissioner, the Commissioner or an individual acting in his stead will be making the initial determination and presiding over administrative review in violation of §68.11(2), Stats.

#### **FOURTH CLAIM FOR RELIEF**

##### **(Interference with the Constitutional Right to Contract)**

44. All of the preceding paragraphs are re-alleged and incorporated as if fully stated herein.

45. All of the Owners currently have existing one-year and month-to-month leases active on their rental properties with tenants occupying the dwellings and units. As of January 1, 2010 all the dwellings and units will be required to have residential rental certificates in order for the tenants to continue their occupancy and none of the owners will be able to secure such a certificate because there are no methods in place for them to do so. Under the terms of the ordinance, the owners will not be allowed to continue their lease agreement with their tenants after January 1, 2010. (200-53-3). Even if the owners could obtain a valid certificate allowing the tenants to remain, the ordinance, by vesting the Commissioner and his inspectors with the discretionary and subjective power to deny or revoke a certificate without any specific standards for doing so, essentially changes the form of the agreement between the owners and tenants to an "at will tenancy" terminable at the will of the DNS Commissioner and/or his inspectors. By forcing owners to end their lease agreements with tenants or changing the form of the lease agreement, the ordinance impairs existing contracts.

46. This change in form of the lease agreement will apply to every lease between owner and tenant in the designated residential areas, thereby having a substantial impact on owners and tenants in the designated residential areas.

47. The purpose of the ordinance is to counteract the negative impacts of the conditions of rental properties and to stabilize conditions in rental housing. By forcing owners to evict tenants and creating leases which will potentially have an unknown duration, the ordinance merely creates more vacant buildings and a more transient residential population, thereby failing to stabilize the neighborhoods in the designated residential areas.

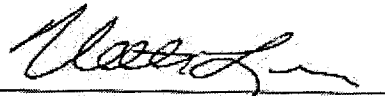
48. The ordinance substantially impairs existing contracts and fails to fulfill its legislative purpose by merely serving to further destabilize the designated residential areas. The purpose or intent of the ordinance does not justify the impairment of contract, and the ordinance unconstitutionally interferes with the rights of the Owners to contract with their tenants. *Laskaris v. City of Wisconsin Dells*, 131 Wis. 2d 525, 535(Ct. App. 1986).

WHEREFORE, Plaintiffs request the following relief:

- (A) An order temporarily enjoining the City of Milwaukee from enforcing the provisions of 200-53 of the City of Milwaukee Ordinances while this action is pending.
- (B) An order declaring section 200-53 of the City of Milwaukee Ordinances invalid because it is unconstitutionally vague.
- (C) An order declaring section 200-53 of the City of Milwaukee Ordinances invalid and fatally defective because it fails to proscribe specific standards whereby the Commissioner and inspectors may grant, deny, or revoke certificates.
- (D) An order declaring section 200-53 of the City of Milwaukee Ordinances invalid because it fails to provide an impartial review process.
- (E) An order declaring section 200-53 of the City of Milwaukee Ordinances invalid because it significantly impairs the Plaintiffs' right to contract with tenants and the impairment is not justified by the intent or purpose of the ordinance.
- (F) An order permanently enjoining the City of Milwaukee from enforcing the provisions of 200-53 CMO because the ordinance is invalid on its face.

Dated at Milwaukee, Wisconsin this 29<sup>th</sup> day of December, 2009.

MAISTELMAN & ASSOCIATES, LLC



Michael S. Maistelman  
State Bar No. 1024681  
David R. Halbrooks  
State Bar No. 1007375  
Matthew D. Lerner  
State Bar No. 1059516  
Attorneys for Plaintiff

PO Address

Maistelman & Associates, LLC  
5027 W. North Avenue  
Milwaukee, WI 53208  
(414) 908-4254  
(414) 447-0232 (Fax)

000-320225

JOSEPH PETERS  
2829 MARTIN Luther King Drive  
Milwaukee, Wisconsin 53212,

TOMIKA CULPEPPER d.b.a TJ PROPERTIES  
2915 John R. Street, #705  
Detroit, Michigan 48201,  
and

SALIDA PROPERTIES, LLC  
129 Cardinal Crest Drive  
Brookfield, Wisconsin 53005

Plaintiffs,

v.

**MOTION FOR TEMPORARY  
INJUNCTION**

Case No.

Unclassified: 30703

CITY OF MILWAUKEE  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

CITY OF MILWAUKEE COMMON COUNCIL  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
841 N. Broadway Street  
Milwaukee, Wisconsin 53202,  
and

ARTHUR DAHLBERG, COMMISSIONER  
CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
841 N. Broadway Street, Rm. 104  
Milwaukee, Wisconsin 53202

Defendants.

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PLEASE TAKE NOTICE that the Plaintiffs, Joseph Peters, Tomika Culpepper, and Salida Properties, LLC, by their attorneys, Maistelman & Associates, LLC, by Attorneys Michael S. Maistelman, David R. Halbrooks, and Matthew D. Lerner pursuant to § 813.02(1)(a), Wis. Stats., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ m., will move the Court, the Honorable \_\_\_\_\_, Milwaukee County Circuit Court Judge, in room \_\_\_\_\_, of the Milwaukee County Courthouse, located at 901 North Ninth Street, Milwaukee, Wisconsin, for a temporary injunction enjoining the Defendants from enforcing the City of Milwaukee Ordinance ("CMO") 200-53, a/k/a Residential Rental Certificate Legislation, pending a decision by the Court on the merits or pending further order of the Court.

The grounds for the motion briefly stated below and also contained in the Plaintiffs' Complaint:

1. There is a high probability that Plaintiffs will be ultimately successful on the merits of their claims that the Defendants City of Milwaukee, City of Milwaukee Common Council, City of Milwaukee Department of Neighborhood Services and Arthur Dahlberg, Commissioner of the City of Milwaukee Department of Neighborhood Services (collectively "Milwaukee") are attempting to enforce City of Milwaukee Ordinance 200-53 a/k/a Residential Rental Certificate Legislation, when the ordinance is unconstitutionally vague, contains fatal defects, fails to provide impartial review, and interferes with the constitutional right to contract. *See* Complaint.
2. The Plaintiffs own properties within the geographic areas affected by City of Milwaukee Ordinance 200-53. *See* Complaint.
3. As of January 1, 2010, pursuant to CMO 200-53, the Plaintiffs will be legally required to have a valid rental certificate or temporary rental certificate in order to legally have any tenants at

their properties. Should they not have a certificate, they will be forced to evict their otherwise legal tenants as of that date. *See Complaint.*

4. A non-codified section of the ordinance provides that interim rental certificates will be issued during the time which the ordinance is being phased in, however there is no provision for an interim certificate in the codified section of CMO 200-53, and the ordinance provides no direction as to how such a certificate can be obtained on January 1, 2010 and how it prevents enforcement action from being taken against a property owner, or how it prevents the Plaintiffs from having tenants illegally occupy their units. *See Complaint.*

5. CMO 200-53 is unconstitutionally vague and fails to put the Plaintiffs on notice regarding numerous terms, conditions, and enforcements policies related to CMO 200-53 resulting in subjective and arbitrary enforcement by the Commissioner and his inspectors with a lack of notice and due process to property owners such as the Plaintiff. This vagueness includes the failure to provide the rules or regulations of enforcement of the ordinance into the actual body of the ordinance resulting in enforcement regulations which can change at the will and discretion of the Commissioner with no oversight from anybody. *See Complaint.*

6. CMO 200-53 contains fatal defects, including, but not limited to terms which are unclear, have no definition, and fail to proscribe clear standards which results in the vesting of arbitrary authority to the Commissioner and his inspectors creating a situation in which the rental certificates can be denied or revoked at the will of the Commissioner and his inspectors. Such as: Section 200-53(2)(b) "'Conditions which effect [sic] safe, decent and sanitary living conditions of persons occupying a residential rental unit' include... one or more conditions that if not corrected would be reasonably expected to become conditions that effect [sic] the safe, decent and sanitary conditions of the occupants."

7. CMO 200-53 fails to provide for impartial review. At the request of a property owner, "the Commissioner or the person appointed as the Commissioner's designee" will provide

administrative review of the decisions made by the *Commissioner and his inspectors*. More specifically, *the same* individual and agency which made the rental certificate decision will be reviewing that decision should it become contested by the property owner. Section 68.11(2), Wis. Stats. provides that an impartial decision-maker must preside over administrative hearings and the Commissioner or his designee can in no way be impartial when reviewing *their own* decisions. All other building code appeals go directly to the impartial Standards & Appeals Commission. See CMO 200-17. See Complaint.

8. CMO 200-53 interferes with the constitutional right to contract. All of the Plaintiffs currently have one-year or month-to-month leases in place with their tenants. CMO 200-53 requires the Plaintiffs to obtain a residential rental certificate as of January 1, 2010 and the Plaintiffs have no means of doing so. As a result, the Plaintiffs will be unable to legally continue the lease agreements with their tenants beyond January 1, 2010 and must evict these tenants to avoid penalties from the Defendants. Even if the Plaintiffs were able to obtain a certificate on January 1, 2010, the ordinance's vesting of discretionary and subjective power to the Commissioner and his inspectors which allows them to arbitrarily and subjectively deny or revoke a certificate essentially changes the terms of the Plaintiffs' lease agreements and impairs these existing agreements. This change to the form of the lease will apply to every lease agreement in the affected areas. By forcing property owners such as the Plaintiffs to evict their tenants and creating leases which potentially have an unknown duration (due to the subjective and arbitrary enforcement authority granted to the Commissioner and his inspectors) will create more vacant buildings and more transient populations. As a result, the ordinance impairs existing contracts and does not fulfill its legislative purpose by failing to stabilize the population and improve property maintenance and upkeep. See Complaint.

10. Based upon the forgoing and all of the other problems identified in Plaintiffs' Complaint, the Plaintiffs have no other adequate remedy at law, the temporary injunction is necessary to preserve the status quo and is necessary to prevent additional irreparable harm from being inflicted upon the Plaintiffs and their tenants.

11. The motion is based upon the pleadings and exhibits on file (including the Complaint).

Dated at Milwaukee, Wisconsin this 29<sup>th</sup> day of December, 2009.

MAISTELMAN & ASSOCIATES, LLC



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Michael S. Maistelman  
State Bar No. 1024681  
David R. Halbrooks  
State Bar No. 1007375  
Matthew D. Lerner  
State Bar No. 1059516  
Attorneys for Plaintiff

PO Address:

Maistelman & Associates, LLC  
5027 W. North Avenue  
Milwaukee, WI 53208  
(414) 908-4254  
(414) 447-0232 (fax)



20200225

JOSEPH PETERS  
2829 Martin Luther King Drive  
Milwaukee, WI 53212

TOMIKA CULPEPPER d/b/a TJ Properties  
2915 John R. Street #705  
Detroit, MI 48201

SALIDA PROPERTIES, LLC  
129 Cardinal Crest Drive  
Brookfield, WI 53005,

Plaintiffs,

v.

CITY OF MILWAUKEE,  
200 E. Wells St.  
Milwaukee, WI 53202

CITY OF MILWAUKEE COMMON  
COUNCIL,  
200 E. Wells St.  
Milwaukee, WI 53202,

CITY OF MILWAUKEE DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
841 N. Broadway  
Milwaukee, WI 53202, -and-

ARTHUR DAHLBERG, COMMISSIONER  
CITY OF MILWAUKEE DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
841 N. Broadway, Room 104  
Milwaukee, WI 53202

Defendants.

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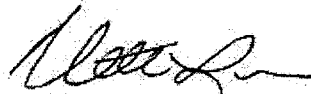
Plaintiffs, Joseph Peters, Tomika Culpepper, and Salida Properties, LLC, by their attorneys,  
Maistelman & Associates, LLC, pursuant to § 813.025, Wis. Stats., moves the Court ex-parte, the

Honorable \_\_\_\_\_, Milwaukee County Circuit Court Judge,  
for a restraining order enjoining the Defendants from enforcing City of Milwaukee Ordinance 200-  
53, to prevent irreparable harm to Plaintiff and to preserve the status quo pending the hearing on  
Plaintiffs' Motion for Temporary Injunction.

The grounds for this motion are the same as those set forth in Plaintiffs' Motion for  
Temporary Injunction and Complaint.

Dated at Milwaukee, Wisconsin this 29<sup>th</sup> day of December, 2009.

MAISTELMAN & ASSOCIATES, LLC



Michael S. Maistelman  
State Bar No. 1024681  
David R. Halbrooks  
State Bar No. 1007375  
Matthew D. Lerner  
State Bar No. 1059516  
Attorneys for Plaintiffs

PO ADDRESS:

Maistelman & Associates, LLC  
5027 W. North Avenue  
Milwaukee, WI 53208  
(414) 908-4254  
(414) 447-0232 (Fax)

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

JOSEPH PETERS  
2829 MARTIN Luther King Drive  
Milwaukee, Wisconsin 53212,

0001020225

TOMIKA CULPEPPER d.b.a TJ PROPERTIES  
2915 John R. Street, #705  
Detroit, Michigan 48201,  
and

SALIDA PROPERTIES, LLC  
129 Cardinal Crest Drive  
Brookfield, Wisconsin 53005

Plaintiffs,

v.

Case No.

Unclassified: 30703

CITY OF MILWAUKEE  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

CITY OF MILWAUKEE COMMON COUNCIL  
200 East Wells Street  
Milwaukee, Wisconsin 53202,

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
841 N. Broadway Street  
Milwaukee, Wisconsin 53202,  
and

ARTHUR DAHLBERG, COMMISSIONER  
CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES  
841 N. Broadway Street, Rm. 104  
Milwaukee, Wisconsin 53202

Defendants.

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EX-PARTE ORDER

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Plaintiffs having moved the Court for an ex-parte temporary restraining order enjoining the Defendants from enforcing City of Milwaukee Ordinance 200-53 pending the outcome of the hearing on the Plaintiff's motion for a temporary injunction currently scheduled to be heard by the Honorable \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_ .m., and the Court having reviewed the Complaint, Motion for Temporary Injunction, and Supporting Exhibits, and being satisfied that there is a high probability that the Plaintiff will ultimately succeed on the merits and that a temporary restraining order is necessary to prevent irreparable harm to the Plaintiffs and to maintain the status quo:

IT IS HEREBY ORDERED that the Defendants are enjoined from enforcing City of Milwaukee Ordinance 200-53.

IT IS FURTHER ORDERED that copies of this Order and the Summons and Complaint, Motion for Temporary Injunction, and attached documents shall be served upon Defendants no later than \_\_\_\_\_, 200\_\_ at 5:00 p.m.

Dated at Milwaukee County, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BY THE COURT:

By: \_\_\_\_\_  
The Honorable \_\_\_\_\_  
Circuit Court Judge  
Milwaukee County

AFFIDAVIT OF MATTHEW D. LERNER

0307020225

STATE OF WISCONSIN    )  
                                  ) SS.  
MILWAUKEE COUNTY    )

I, Matthew D. Lerner, being first duly sworn on oath, deposes and states as follows:

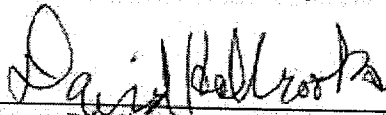
1. That I am an attorney duly authorized to practice law in the State of Wisconsin and maintain an office address of 5027 W. North Avenue, Milwaukee, Wisconsin 53208.
2. That attached hereto and incorporated herein as Exhibit A is a true and correct copy of Substitute 3 from City of Milwaukee Legislative File #090429, which is the legislation establishing a residential rental certificate in a designated residential area. This document was procured from the City of Milwaukee website on December 29, 2009.
3. That attached hereto and incorporated herein as Exhibit B is a true and correct copy of the Residential Rental Inspection Program Preinspection Checklist from City of Milwaukee Legislative File #090429, which is the legislation establishing a residential rental certificate in a designated residential rental area. This document was procured from the City of Milwaukee website on December 29, 2009.

Dated at Milwaukee, Wisconsin this 29<sup>th</sup> day of December, 2009.



Matthew D. Lerner

Subscribed and Sworn to before  
this 29<sup>th</sup> day of December, 2009.



Notary Public, State of Wisconsin  
My Commission is permanent



Legislation Text

File #: 090429, Version: 3

Number  
090429  
Version  
SUBSTITUTE 3  
Reference

Sponsor  
ALD. KOVAC, DAVIS AND HINES

Title

A substitute ordinance establishing a residential rental certificate in a designated residential area.

Sections

200-19-2 am

200-33-49.5 cr

200-53 cr

Analysis

This ordinance requires owners of rental properties in designated residential areas to apply for a residential rental certificate from the department of neighborhood services. A certificate is required for each rental unit in order for it to be rented. Following application an inspection is done by the department of neighborhood services to insure that each rental unit complies with the building maintenance and zoning codes.

The cost of inspection is \$85 for each unit. If a multifamily building has 10 or more units, the department shall inspect a sampling of dwelling units, of not less than 2 and not more than 10% of the dwelling units in the multifamily building. In no event will the department charge a fee for more than 10 units in a building. If the department determines upon inspection of the sampling of dwelling units there are code violations that effect the safe, decent and sanitary living conditions for the tenants of the multifamily building, then the department may inspect as many dwelling units as necessary to enforce the provisions of the code. In that case, the fee shall be based upon the charge per unit inspected as provided in this ordinance.

The department shall issue a residential rental certificate only if after inspection it has found that the unit's observable conditions conform to the building maintenance and zoning codes and that there are no outstanding orders issued against the unit. The certificate shall be valid for 4 years from the date of issuance if no disqualifying violations are found at the initial inspection. The certificate shall be valid for one year after the date of issuance if disqualifying violations are found at the initial inspection. An owner failing to apply for a residential rental certificate of compliance shall be subject to a forfeiture of \$100 for the first failure to apply. The owner shall be subject to a forfeiture of \$150 for each subsequent failure to respond to a notice sent by the department to apply.

Within 4 ½ years of the effective date of this ordinance the commissioner of neighborhood services shall evaluate the results and effectiveness of the pilot program and report to the common council these results and potential improvements to be made. The authorization of this pilot program shall expire 5 years from the effective date of the ordinance unless reauthorized by the common council. No additional inspection areas shall be added within the period of the pilot program.

**Body**

Whereas, The residential units in the area consisting of census tracts 99-102, 117-120 and the western portion of census tracts 103 and 116, with the eastern boundary defined by Interstate I-43, are on average 82.7 years old while the city average is 71.3 years old; and

Whereas, The residential buildings in this area that are rental are 47.5 % of the total residential buildings as compared to 26.9% citywide; and

Whereas, The residential units in this area are 56.8% rental compared to 47.8% citywide; and

Whereas, 72.4% of code and nuisance complaints in this area occur at rental properties while the city average is 63%; and

Whereas, The city has invested significant money into public improvements and incentives for private owners in this area, and this investment is negatively effected by conditions of rental housing and fire safety and housing inspection programs are known to stabilize conditions in rental housing; and

Whereas, Also the residential units in the area bounded by Edgewood Ave. to Newberry Blvd. and Cambridge Ave. to Hackett Ave. in the vicinity of the University of Wisconsin - Milwaukee are on average 94.7 years old while the city average is 71.3 years old; and

Whereas, The residential buildings in this area that are rental are 42.7% of the total residential buildings as compared to 26.9% citywide; and

Whereas, The residential units in this area are 62.9% rental as compared to 47.8% citywide; and

Whereas, 81.4% of code and nuisance complaints in this area occur at rental properties while the city average is 63%; and

Whereas, 83% of campus fire deaths occur in off campus housing and fire safety education and related inspection programs are known to reduce the number and severity of fires in residential occupancies; now, therefore

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 200-19-2 of the code is amended to read:

**200-19. Penalties.**

2. In addition to other applicable enforcement procedures and pursuant to the authority of s. 66.0113, Wis. Stats., the department may issue citations pursuant to the citation procedure set forth in s. 50-25 to any person violating any provision of ss. 200-11, 200-20-2, 200-21.5, 200-22-5, 200-24, 200-42, >>200-53, << 200-61, ch. 207, ch. 214, ss. 218-2, 218-6, 218-9-6, 222-11-2, 222-13-1, 222-19-1, ch. 223, ss. 225-2-1, 225-3-4, 225-3-5-a, ch. 236, ch. 240, s. 244-3, ch. 246, s. 252-1, ch. 261, ch. 275, ch. 289, ch. 290, ch. 295 or s. 308-81-9.

Part 2. Section 200-33-49.5 of the code is created to read:

**200-33. Fees.**

**49.5. RESIDENTIAL RENTAL CERTIFICATE.** a. The inspection fee associated with a residential

rental certificate shall be \$85 for each rental unit in a building, subject to the provisions of 200-53-5-b. The certificate shall be valid for 4 years from the date of issuance if no disqualifying violations are found at the initial inspection. The certificate shall be valid for one year from the date of issuance if disqualifying violations are found at the initial inspection. The certificate may be given temporary status if nonhazardous code violations are found at the initial inspection.

b. There shall be no additional fee imposed when a temporary status is removed and a regular residential rental certificate is issued.

c. The inspection fee for renewal of a residential rental certificate shall be \$85 for each rental unit in a building. The inspection renewal fee for multifamily buildings of 10 or more units shall be consistent with the provisions of s. 200-53-5-b.

d. A fee of \$50 shall be imposed if the department is unable to gain access to the unit for the inspection pursuant to sub. par. a at the agreed upon time.

e. Delinquent residential rental inspection fees shall be charged against the real estate and shall be assessed and collected as a special charge.

(See s. 200-53.)

Part 3. Section 200-53 of the code is created to read:

**200-53. Residential Rental Certificate.**

1. PURPOSE. Pursuant to s. 62.11 (5), Wis. Stats., and s. 4-10 of the Milwaukee city charter, the common council is responsible for the management and control of city property, acting for the good order of the city and the health, safety and welfare of the public. The common council has determined that there is a need to enact legislation requiring residential rental certificates to protect the public because residential rental dwelling units in the areas defined by census tracts 99-102, 117-120 and the western portion of census tracts 103 and 116, with the eastern boundary defined by interstate I-43; and those bounded by Edgewood Ave. to Newberry Blvd. and Cambridge Ave. to Hackett Ave. are in need of inspection to prevent deterioration, taking into account the density of rental units, age of buildings, percentage of complaints occurring at rental units, and condition of the units in the area. Frequent inspection of these units is necessary to maintain safe, decent and sanitary living conditions for residents living in the rental units and to protect the investment made by the city in the area defined by census tracts 99-102, 117-120 and the western portion of census tracts 103 and 116, with the eastern boundary defined by interstate I-43, and due to high tenant turnover in the area bounded by Edgewood Ave. to Newberry Blvd. and Cambridge Ave. to Hackett Ave.

2. DEFINITIONS. In this section:

a. "Building maintenance code" means that portion of the building code which establishes the minimum requirements and standards of health, sanitation, safety and occupancy for residential property. These regulations governing the condition and maintenance of residential property, and the responsibility of property owners are set forth in ss. 275-32 to 275-82.

b. "Conditions which effect safe, decent and sanitary living conditions of persons occupying a residential rental unit" include items that violate fire safety; lack of or poor condition of sanitary facilities; absence of adequate heating systems or equipment; items which effect the safe operation of electrical and mechanical systems; items which effect structural integrity of the building or the ability of the building envelope to keep out the weather; or one or more conditions that if not corrected would be reasonably expected to become conditions that effect the safe, decent and sanitary conditions of the occupants.

c. "Disqualifying violation" means conditions which effect safe, decent and sanitary living conditions of persons occupying a residential rental unit, or other conditions that violate the provisions of the building code, building maintenance code or zoning code that indicate in their totality that the rental unit is not being properly maintained.



d. "Designated residential area" means:

1. The area defined as inspection district 1 which consists of census tracts 99-102, 117-120 and the western portion of census tracts 103 and 116 with the eastern boundary defined by interstate I-43.

2. The area defined as inspection district 2 which is the area bounded by the following streets: Edgewood Ave. to Newberry Blvd. and Cambridge Ave. to Hackett Ave.

e. "Dwelling" means a building which includes one or more distinct living units. It does not include a residential 2-family building in which one of the units is owner-occupied.

f. "Owner" has the meaning as set forth in s. 200-08-66.

g. "Residential rental certificate" means a written and signed statement prepared by the commissioner after an inspection has been made, that the condition of a dwelling is in compliance with the building maintenance and zoning code.

h. "Person" includes an individual, a partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.

i. "Sale, transfer or conveyance of ownership" means to transfer any ownership interest in a dwelling except by mortgage, gift, devise or bequest. The sale or transfer shall be deemed to occur upon the transfer of an ownership interest, the execution of a land contract or the exercise of an option to purchase property.

j. "Time of sale, transfer or conveyance" means the time when a written purchase agreement is executed by the buyer; in the absence of a purchase agreement, it shall mean the time prior to the execution of any document providing for the transfer or conveyance of a dwelling in the designated residential area.

k. "Unit" means any independently rented living space whose term of lease is 30 days or greater.

l. "Zoning code" means any requirements and standards set forth in ch. 295.

3. RESIDENTIAL RENTAL CERTIFICATE REQUIRED. a. The owner of a dwelling within the designated residential area shall apply for a residential rental certificate for each unit in order to rent the unit. Unless a unit has a valid residential rental certificate or temporary residential rental certificate, no owner of the unit shall permit any person to occupy the unit as a tenant or otherwise. A residential 2-family building that is owner-occupied is exempt from this requirement.

b. Changes in ownership interest as the result of a sale, transfer or conveyance of a dwelling within the designated residential area will require the new owner within 30 days of sale, transfer or conveyance, to apply for a residential rental certificate, subject to the provisions of sub. 6-e.

c. Any person selling, transferring or conveying an ownership interest in a dwelling shall expressly inform any person acquiring or receiving an ownership interest in a property that a residential rental certificate is required by the city.

#### 4. APPLICATION.

a. An application for a certificate shall be filed with the department on forms provided by the department within 30 days of the effective date of this ordinance [city clerk to insert date] and within 30 days of the expiration of a certificate. The application shall be signed by the owner, and shall state the street address of the dwelling to be inspected, the owner's legal name, the owner's phone number and date of birth.

b. Failure to apply for the residential rental certificate as required in sub. 3-b may subject the owner to the penalties specified in sub. 13-a.

#### 5. INSPECTION.

a. Upon application, the department shall inspect the condition of the dwelling for compliance with the building maintenance and zoning code. The department shall make the inspection within 60 days of the date of application unless another date is mutually agreed upon by the department and the owner. Failure to provide access to the property on the agreed inspection date will subject the property owner to the fees specified in s. 200-33-49.5-d. The owner shall inform the tenant of the unit and place a posting on the door of the unit stating the date and time of the inspection at least 2

days prior to the inspection.

b. If a multifamily building has 10 or more units, the department shall inspect a sampling of dwelling units, of not less than 2 and not more than 10% of the dwelling units in the multifamily building. In no event will the department charge a fee for more than 10 units in a building. If the department determines upon inspection of the sampling of dwelling units there are code violations that effect the safe, decent and sanitary living conditions for the tenants of the multifamily building, then the department shall inspect another sampling of units up to 100% of the dwelling units as deemed necessary to enforce the provisions of the code. The number of the second sampling will be based on the degree of the conditions discovered in the inspected units. In that case, the fee shall be based upon the charge per unit inspected as provided in section 200-33-49.5.

c. An owner is not exempt from complying with all other applicable laws, standards and regulations pertaining to the condition and use of buildings and structures including the authority of the commissioner to perform housing inspections in accordance with applicable law.

**6. ISSUANCE OF CERTIFICATES.** a. The department shall issue a residential rental certificate only after it has inspected the dwelling or unit and found that its observable conditions conform to the building maintenance and zoning codes and that there are no outstanding orders against it. The certificate shall be valid for 4 years from the date of issuance if the inspection discovered no disqualifying violations.

b. If upon inspection of the dwelling or unit the department finds one or more disqualifying violations, then the department shall issue a one-year residential rental certificate only once all observable conditions conform with the building maintenance and zoning codes.

c. The commissioner may issue a temporary certificate if, in the commissioner's opinion, the outstanding violations do not constitute a hazard to the occupants of the dwelling or unit and if a work plan to correct the violations is submitted and approved by the commissioner. The temporary certificate shall be valid for 30 days and the commissioner may grant an extension if a revised work plan to correct the violations is submitted and approved by the commissioner. Failure to abate violations discovered resulting from inspection associated with the application for the certificate shall invalidate the temporary certificate, and no owner of the dwelling or unit shall permit any person to occupy the dwelling or unit as a tenant or otherwise.

d. If after issuance of a 4-year certificate the department subsequently finds the dwelling or unit has disqualifying violations or a pattern of repeated building or zoning code violations, the department may revoke the 4-year certificate and in lieu thereof issue a one-year certificate after the violations have been corrected. The dwelling or unit shall again be eligible for a 4-year certificate only upon the expiration of the annual certificate, and as of the first subsequent annual inspection, no disqualifying violations are found. The commissioner may also revoke either a 4-year or one-year certificate if he or she determines that violations are of a critical nature that constitute an unsafe or unfit condition that results in orders issued under ss. 200-11-5 or 200-12.5.

e. In the event of a sale, transfer or conveyance of a property within 3 months of the initial issuance of the certificate, the certificate may be transferred to the new owner until the end of a certificate valid for one year, or one year from the date of issuance of the certificate in the case of a 4-year certificate, provided the new owner submits an application as required by sub. 4. No inspection shall be required pursuant to this paragraph.

f. No owner of the dwelling or unit in the designated inspection districts which does not possess a valid rental certificate for that dwelling or unit shall permit any person to occupy the dwelling or unit as a tenant or otherwise. Upon discovery of units occupied without a certificate the department will initiate enforcement action to gain access to the property, including inspection warrants, to determine code compliance.

**7. VIOLATIONS IDENTIFIED.**

a. Any building maintenance and zoning code violations identified in the initial inspection for a

residential rental certificate shall be abated within a reasonable amount of time to be determined by the department.

b. Any violations identified after a residential rental certificate has been issued shall be abated within a reasonable amount of time to be determined by the department and subject to the provisions of the code.

**8. ENFORCEMENT.** a. Should the department upon inspection determine that there are conditions which constitute an imminent danger to health and safety pursuant to chs. 275 and 295, it shall order the condition to be remedied and may limit or prohibit occupancy where appropriate.

b. The department shall reinspect the premises as necessary to determine that the recorded code violations have been satisfactorily corrected. A reinspection fee may be charged in accordance with s. 200-33-48.

**9. DEPARTMENTAL REVIEW AND APPEALS.** a. The owner may request review of decisions regarding violations or regulations imposed by the department. The request shall be made in writing on forms provided by the department and shall specify the grounds for administrative review. The request for administrative review shall be filed within 10 days of the issuance of the order.

b. The administrative review hearing shall occur within 10 days after receipt of the request.

c. The commissioner, or the person appointed as the commissioner's designee, shall conduct the administrative review hearing. At the hearing, owner and staff shall present all relevant information to the case.

d. Within 7 days of completion of the hearing conducted under this subsection, the commissioner shall mail or deliver to the owner his or her written determination stating the reasons therefore.

e. If an owner is not satisfied by the decision reached by the commissioner, he or she may make further appeal to the standards and appeal commission pursuant to s. 200-17.

**10. REVOCATION.** A certificate of residential rental code compliance may be revoked at the discretion of the commissioner if violations which are considered to be an unfit or unsafe condition pursuant to sub. 7-a are observed during a complaint investigation.

**11. RULES AND REGULATIONS.** The commissioner shall issue rules and regulations for the administration of this section.

**12. REMEDIES; OTHER PROVISIONS.** a. The remedies provided in this section are not to be construed to be exclusive of any other remedy under this code, and the department may take further actions to ensure compliance with this section including, but not limited to, seeking injunctive relief and obtaining inspection warrants.

b. Nothing in this section shall be construed to limit the authority of the department to perform housing inspections in accordance with this code.

c. Nothing in this section shall limit the department from enforcing any other provision of the code or any state or federal law under its jurisdiction.

d. Nothing in this section shall be construed to relieve or exempt any person from complying with all applicable laws, this code, and standards and regulations relating to the condition and use of buildings and structures.

e. Nothing in this section shall limit, impair, alter or extend the rights and remedies of persons in the relationship of landlord and tenant that exist under applicable law.

**13. PENALTY.** a. An owner failing to apply for a residential rental certificate of compliance shall be subject to a forfeiture of \$100 for the first failure to apply. The owner shall be subject to a forfeiture of \$150 for failure to respond to each subsequent notice to apply which shall be sent by the department.

b. An owner failing to comply with any other provisions of this section shall be subject to the penalties provided in s. 200-19.

**Part 4.** a. Within 30 days of the effective date of this ordinance [city clerk to insert date], notification of all known property owners of impacted residential rental properties shall occur stating the need to

apply for a certificate and to schedule the required inspections. The notification will include an inspection date that is at least 60 days past the date of the notification. The notification will include the required fees, and include a rental certificate application form, and a pre-inspection checklist to be utilized by the owner.

b. For purposes of phasing in this ordinance, interim rental certificates shall be issued by the department and remain valid until the department conducts its initial inspection. The interim certificate shall be revoked if the owner fails to provide access to the dwelling or units on the inspection date specified in s. 200-53-4-a.

Part 5. Within 4 ½ years of the effective date of this ordinance [city clerk to insert date] the commissioner of neighborhood services shall evaluate the results and effectiveness of the pilot program and report to the common council these results and potential improvements to be made. The authorization of this pilot program shall expire 5 years from the effective date of the ordinance [city clerk to insert date] unless reauthorized by the common council. No additional inspection areas shall be added within the period of the pilot program.

Part 6. This ordinance shall be effective January 1, 2010.

LRB  
APPROVED AS TO FORM

\_\_\_\_\_  
Legislative Reference Bureau

Date: \_\_\_\_\_

Attorney

IT IS OUR OPINION THAT THE ORDINANCE  
IS LEGAL AND ENFORCEABLE

\_\_\_\_\_  
Office of the City Attorney

Date: \_\_\_\_\_

Requestor

Department of Neighborhood Services

Drafter

MET

11/19/09

LRB09315-7

## RESIDENTIAL RENTAL INSPECTION PROGRAM PREINSPECTION CHECKLIST

The purpose of this checklist is to assist property owners in preparing the building for the inspection by Department of Neighborhood Services Inspectors. By surveying your property for the items listed on this checklist prior to the inspection and taking the necessary corrective action you can avoid receiving many of the typical orders received on residential property. Additionally, this will allow you to mitigate disqualifying violations that will prevent you from receiving a 4 year rental certificate. As you utilize this checklist, if there are questions feel free to contact the Department at (414) 286-2268. We will be glad to assist you on any questions that you may have.

### CHIMNEY

1. Cracked or broken chimney cap
2. Defective flue liner
3. Missing or defective mortar or bricks

### ROOF, GUTTERS AND DOWNSPOUTS

1. Defective or missing roofing material
2. Deteriorated flashing or valleys
3. Deteriorated built-in gutters
4. Defective or missing gutters or downspouts
5. Defective awnings or canopies

Note: Rolled roofing may not be installed over any existing roofing material except rolled roofing.

### EXTERIOR SURFACES

1. Missing or defective siding
2. Defective trim, fascia or eave boards
3. Peeling paint
4. Missing or defective address numbers

### MASONRY & FOUNDATION WALLS

1. Defective or missing mortar
2. Defective or missing bricks or blocks
3. Cracks or bows in foundation walls
4. Foundation not watertight or water damaged

### PORCHES AND ATTACHMENTS

1. Defective or missing boards in porch floors, skirting, trim or ceilings
2. Defective or missing step treads, risers or stringers
3. Defective or missing handrails, balusters or guardrails
4. Defective porch supports

#### NOTES:

- a. Handrails are required on all stairs of more than 3 risers including service walks.
- b. Handrails are required on both sides of open stairs of more than 3 risers.
- c. Handrails must be between 30 and 34 inches above the nosing of the step tread.
- d. Replacement handrails (accept those on service walks) and guardrails require balusters that prevent the passage of an object greater than 4 inches in diameter.

**EXHIBIT B**

e. Guardrails must be 36 inches in height for residential property and 42 inches for Commercial property.

#### WINDOWS & DOORS (exterior & interior)

1. Doors and windows not weathertight
2. Defective window sashes
3. Inoperable windows or doors
4. Missing or defective window panes
5. Missing or defective storm windows or screens
6. Missing or defective door or window trim, sills or casings
7. Missing or defective door or window hardware (locks, latches, doorknobs, hinges etc.)
8. Peeling paint on windows or doors
9. Self closing doors not operating properly

#### NOTES:

- a. All dwelling unit doors require deadbolts.
- b. All rental units require storm windows and screens.
- c. All windows require locking devices.
- d. All wooden double hung windows within 10 feet of grade require a venting device that allows the window to be locked in an open position between 4 and 6 inches and is removable to allow the window to be fully opened.

#### SERVICE WALKS & STEPS, PAVED AREAS

1. Defective service walk steps – broken concrete
2. Defective service walk – cracked or missing concrete
3. Trip hazards
4. Defective paved areas or parking slab
5. Free of snow & ice

#### GARAGES/SHEDS

1. Defective walls or siding
2. Defective roofing material
3. Defective trim, fascia or eave boards
4. Defective windows
5. Defective or inoperable doors
6. Peeling paint
7. Missing alley side house numbers

#### YARD

1. Condition of yard, outdoor storage and sanitation
2. Soil erosion and landscaping
3. Defective fences
4. Defective retaining walls
5. Defective paint on fences or retaining walls
6. Accumulation of rubbish and/or garbage
7. Overgrown weed, grass, trees or bushes
8. Exterior storage

## INTERIOR

### GENERAL

1. Working smoke detectors properly installed
2. CO detectors properly installed and operational (Starting April 2010)
3. Defective or missing required fire alarm systems
4. All hallways, exits, stairways, doorways, elevators, accessible routes, etc. free of blockages, trash/litter and clutter
5. All required exit lights are properly installed and operational
6. All hallways, stairways, entrances are properly illuminated
7. Apartment entry doors not properly numbered
8. Defective or missing emergency lighting
9. All required door hardware is properly installed and operational
10. All required fire doors are intact with latches or hardware in good working order
11. All required fire extinguishers have been properly serviced and are properly located and installed
12. Insect, mice or rat infestation
13. Evidence of overcrowding

### INTERIOR STAIRWAYS

1. Defective or missing handrails, balusters or guardrails
2. Defective or missing step treads, risers or stringers
3. Defective or missing boards in porch floors, skirting, trim or ceilings.
4. Defective or loose stairway floor coverings
5. Defective stairway supports

### WALLS AND CEILINGS

1. Walls and ceilings not structurally sound
2. Defective plaster, drywall, or other surface materials
3. Defective paint

### FLOORING

1. All floors are structurally sound
2. All floor coverings are intact and do not create a trip hazard
3. Floor coverings in kitchens and bathrooms are intact and impervious to water

### PLUMBING

1. Defective sinks, faucets, toilets, showers, tubs, etc.
2. Defective water heaters, laundry sinks, laundry hookups, hose faucets, etc.
3. Defective or missing drains, drain piping and vent piping
4. Inadequate water pressure, improperly connected water lines, missing water lines, or water leaks
5. Missing backflow protection
6. Defective or illegal or unsafe gas piping
7. Illegal plumbing installations

### ELECTRICAL

1. Light fixtures are working with intact covers/shades
2. Electrical receptacles and switches are functioning and in a good state of repair
3. Exterior entrances lights are installed and operational

4. Service panels are intact and have proper working clearance
5. Defective, illegal or open wiring
6. Illegal use of extension cords
7. Illegal electrical installations

#### HEATING VENTILING AND AIR CONDITIONING

1. Defective furnace or boiler
2. Defective vent piping for gas, oil or solid fuel burning appliances
3. Illegal wiring or installation of equipment
4. Illegal gas piping or plumbing hookups

#### BASEMENTS

1. Basement being used as sleeping area without an authorizing occupancy permit
2. Chimney and appliance connecting flues in good condition
3. Improper storage around furnace, boiler, and/or water heater
4. Defective basement floor
5. Defective foundation walls
6. Reasonably free of dampness
7. Illegal construction, electrical, or plumbing in basement
8. Lack of proper exits

#### ATTICS

1. Attic being used as sleeping area without an authorizing occupancy permit
2. Chimney and appliance flues in good condition
3. Defective attic floor
4. Improper storage, clutter, or debris
5. Illegal construction, electrical, or plumbing in attic
6. Water or moisture intrusion
7. Lack of proper exits





# RENTAL AGREEMENT

1 This Agreement was drafted by Kathy Peters who represents (Landlord) (Tenant).  
2 (individual) (company) (strike one)

3 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one  
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed to by the parties):

5 **TENANT:** 2 adults and 0 children  
Caitlin Sunder  
Stephanie Tinken

**LANDLORD:** Kathy Peters  
Agent for  
service of 3539 N. Maryland (name)  
process: Shorewood, WI 53211 (address)  
(city, village, town) (state) (zip)

**PREMISES:** Building Address:  
3374 N. Oakland (street)  
Milwaukee WI 53211 (city, village, town) (state) (zip)  
Apartment/room/unit: \_\_\_\_\_

Agent for  
maintenance, (name)  
management: \_\_\_\_\_ (street)  
(city, village, town) (state) (zip)  
Agent for  
collection (name)  
of rents: \_\_\_\_\_ (street)  
(city, village, town) (state) (zip)

Other:  
Included furnishings/appliances: refrigerator, range, oven  
other (list or attach addendum) \_\_\_\_\_

4 **RENT:** Rent of \$ 850 for Premises and  
5 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
6 is due on the 1st day of each month and is payable at  
7 3539 N. Maryland, Shorewood, WI  
8 If rent is received or postmarked after 5th  
9 the Tenant shall pay a late fee of \$ 20

**TERM:** Strike either (a) or (b):  
(a) Month to month beginning on \_\_\_\_\_ or  
(b) For a term of 12 months/beginning on JUNE 1 2010  
and continuing to MAY 31 2010

Charges incurred by Landlord for Tenant's returned checks are  
1 payable by Tenant. Landlord shall provide a receipt for cash  
2 payments of rent. **All tenants, if more than one, are jointly and**  
3 **severally liable for the full amount of any payments due**  
4 **under this Agreement unless this sentence is stricken.**

**NOTE:** An Agreement for a fixed term expires without further notice.  
If tenancy is to be continued beyond this term, parties should  
make arrangements in advance of the expiration.

Acceptance of delinquent rent does not constitute a  
5 waiver of that default or any other default under this Agreement.  
6 Other Landlord or Tenant obligations: Tenants  
7 are to shovel all snow  
8 sidewalk in front of  
9 house

**UTILITIES:** Check if paid by:

	Landlord	Tenant
Electricity	_____	<u>X</u>
Gas	_____	<u>X</u>
Heat	_____	<u>X</u>
Air Conditioning	_____	_____
Sewer/Water	<u>X</u>	_____
Hot Water	_____	<u>X</u>
Trash	_____	<u>X</u>
Other	_____	_____

1 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 850 to be held by  
2 Kathy Peters. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address  
3 within twenty-one (21) days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must  
4 provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other  
5 claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of  
6 repair for waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit.  
7 Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior  
8 to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security  
9 deposit; no deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within  
the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

1 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following  
2 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; (b)  
3 request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant,  
4 Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless  
5 of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the  
6 request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever  
7 occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.

8 **TIME IS OF THE ESSENCE:** as to delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Agreement  
9 or before; vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this  
Agreement or by law; and no grill on balcony allowed (strike any parts not applicable).  
Time is of the essence means that a deadline must be strictly followed.

Special Provisions: Tenants must give a 60-day notice  
if not renewing lease. Make-out is by noon on May 31.  
Pets (are) not permitted. Water beds (are) not permitted (strike as applicable).  
Special Provisions relating to pets: cats are OK if neutered/spayed

**THIS AGREEMENT INCLUDES THE PROVISIONS ON THE REVERSE HEREOF.**

# RENTAL AGREEMENT

1 This Agreement was drafted by Kathy Peters who represents (Landlord) (Tenant),  
2 (individual) (company) (strike one)

3 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one  
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed to by the parties):

5 **TENANT:** 2 adults and \_\_\_\_\_ children  
6 Zachary Urbzella  
7 Robert Dlobik

**LANDLORD:** Kathy Peters  
Agent for \_\_\_\_\_  
service of \_\_\_\_\_ (name)  
process: 3539 N Maryland  
\_\_\_\_\_ (address)  
Shorewood WI 53211  
(city, village, town) (state) (zip)

8 **PREMISES:** Building Address:  
9 3372 N. Oakland  
10 Milwaukee WI 53211  
(city, village, town) (street) (state) (zip)

Agent for \_\_\_\_\_  
maintenance, \_\_\_\_\_ (name)  
management: \_\_\_\_\_ (street)  
\_\_\_\_\_ (city, village, town) (state) (zip)

11 Other: \_\_\_\_\_  
12 Included furnishings/appliances refrigerator, range, oven  
13 other (list or attach addendum) \_\_\_\_\_

14 **RENT:** Rent of \$ 820 for Premises and  
15 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
16 is due on the 1st day of each month and is payable at  
17 3539 N. Maryland Shorewood WI  
18 If rent is received or postmarked after 5th  
19 the Tenant shall pay a late fee of \$ 20

**TERM:** Strike either (a) or (b):  
(a) Month to month beginning on \_\_\_\_\_; or  
(b) For a term of 12 months/beginning on Aug 1, 2009  
and continuing to July 31, 2010 (1 yr term)  
**NOTE:** An Agreement for a fixed term expires without further notice.  
If tenancy is to be continued beyond this term, parties should  
make arrangements in advance of the expiration.

20 Charges incurred by Landlord for Tenant's returned checks are  
21 payable by Tenant. Landlord shall provide a receipt for cash  
22 payments of rent. **All tenants, if more than one, are jointly and**  
23 **severally liable for the full amount of any payments due**  
24 **under this Agreement unless this sentence is stricken.**  
25 Acceptance of delinquent rent does not constitute a  
26 waiver of that default or any other default under this Agreement.

**UTILITIES:** Check if paid by:

	Landlord	Tenant
Electricity	_____	_____
Gas	_____	<input checked="" type="checkbox"/>
Heat	_____	<input checked="" type="checkbox"/>
<del>Air Conditioning</del>	_____	<input checked="" type="checkbox"/>
Sewer/Water	<input checked="" type="checkbox"/>	_____
Hot Water	_____	_____
Trash	_____	<input checked="" type="checkbox"/>
Other	_____	<input checked="" type="checkbox"/>

27 Other Landlord or Tenant obligations: tenants are  
28 to shovel snow on steps &  
29 sidewalk in front of  
30 house & salt sidewalk

31 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 820 to be held by  
32 Kathy Peters the deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address  
33 within twenty-one (21) days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must  
34 provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other  
35 claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of  
36 repair for waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit.  
37 Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior  
38 to the Tenant's occupancy and/or request in writing a list of physical damages or defects. If any, charged against the previous tenant's security  
39 deposit; no deduction from Tenants security deposit shall be made for any such damage or defect for which written notification was given within  
40 the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

41 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following  
42 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; (b)  
43 request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant,  
44 Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless  
45 of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the  
46 request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever  
47 occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.

48 **TIME IS OF THE ESSENCE:** as to delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Agreement  
49 or before; vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this  
50 Agreement or by law; and \_\_\_\_\_ (strike any parts not applicable).  
Time is of the essence means that a deadline must be strictly followed.

51 Special Provisions: tenants must give a 60-day written  
52 notice if not renewing lease. Moveout is by noon on  
53 Pets (are) (are not) permitted. Water beds (are) (are not) permitted (strike as applicable).  
54 Special Provisions relating to pets: cats ok if neutered/spayed July 31

55 **THIS AGREEMENT INCLUDES THE PROVISIONS ON THE REVERSE HEREOF**  
56 **COPY OF AGREEMENT AND BILLS:** Landlord provided Tenant \_\_\_\_\_

# RENTAL AGREEMENT

1 This Agreement was drafted by Kathy Peters (individual) who represents (Landlord) (Tenant).  
2  
3 This Agreement for the premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one  
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed to by the parties):

5 **TENANT:** 2 adults and 0 children  
6 Logan Staeger  
7 Nothor Steiner

8 **LANDLORD:** Kathy Peters  
9 Agent for service of process: 3539 N. Maryland Ave (name)  
10 Shorewood (address)  
11 WI 53211 (city, village, town) (state) (zip)

12 **PREMISES:** Building Address:  
13 3033 N. Bartlett  
14 Milwaukee (street) (city, village, town) (state) (zip)  
15 WI 53211  
16 Apartment/room/unit:

17 Agent for maintenance, management: \_\_\_\_\_ (name) \_\_\_\_\_ (street) \_\_\_\_\_ (city, village, town) (state) (zip)  
18 Agent for collection of rents: \_\_\_\_\_ (name) \_\_\_\_\_ (street) \_\_\_\_\_ (city, village, town) (state) (zip)

19 Other: \_\_\_\_\_  
20 Included furnishings/appliances: refrigerator range oven  
21 other (list or attach addendum)

22 **RENT:** Rent of \$ 850 for Premises and  
23 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
24 is due on the 1st day of each month and is payable at  
25 3539 N. Maryland Shorewood WI  
26 If rent is received or postmarked after 5 PM  
27 the Tenant shall pay a late fee of \$ 20

28 **TERM:** Strike either (a) or (b):  
29 (a) Month to month beginning on \_\_\_\_\_; or  
30 (b) For a term of 12 months/beginning on JUNE 1 2008  
31 and continuing to MAY 31 2010

32 Charges incurred by Landlord for Tenant's returned checks are payable by Tenant. Landlord shall provide a receipt for cash payments of rent. **All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement unless this sentence is stricken.**  
33 Acceptance of delinquent rent does not constitute a waiver of that default or any other default under this Agreement.  
34 Other Landlord or Tenant obligations: Tenants shovel snow + sidewalk in front

35 **NOTE:** An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements in advance of the expiration.

36 **UTILITIES:** Check if paid by:

	Landlord	Tenant
Electricity	_____	_____
Gas	_____	_____
Heat	_____	_____
Air Conditioning	_____	_____
Sewer/Water	<u>X</u>	_____
Hot Water	_____	<u>X</u>
Trash	_____	<u>X</u>
Other	_____	_____

37 If utilities or services payable by Tenant are not separately metered, tenant's share of payments will be allocated as follows:

38 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 850 to be held by Kathy Peters. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within twenty-one (21) days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. The reasonable cost of repair for waste, neglect or damages for which Tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven (7) days from the beginning of the term of the Agreement to notify Landlord of any additional damage or defects existing prior to the Tenant's occupancy and/or request in writing a list of physical damages or defects, if any, charged against the previous tenant's security deposit; no deduction from Tenant's security deposit shall be made for any such damage or defect for which written notification was given within the time stated. Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

39 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; (b) request a list of physical damages or defects charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply Tenant with a list of all physical damages or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or, within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity nor the amount deducted from the previous tenant's security deposit.

40 **TIME IS OF THE ESSENCE:** as to delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Agreement or before; vacation of the Premises; return of Landlord's property; payment of rent; performance of any act for which a date is set in this Agreement or by law; and NO grills on porch allowed! (strike any parts not applicable).  
41 Time is of the essence means that a deadline must be strictly followed.

42 Special Provisions: Tenants must give a 60-day notice if not renewing lease. Max-out must be by noon on the 31st of May  
43 Pets (are) (are not) permitted. Water beds (are) (are not) permitted (strike as applicable).  
44 Special Provisions relating to pets: spayed/neutered

45 **THIS AGREEMENT INCLUDES THE PROVISIONS ON THE REVERSE HEREOF**  
46 **COPY OF AGREEMENT AND RULES:** Landlord provided Tenant a copy of this Agreement and any rules relating to the premises on \_\_\_\_\_