

# TOP TEN Pitfalls to Avoid

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## #10. Mailing the 5-Day

- Ordinary Mail Alone NOT Proper Notice
- Personal Service on Tenant (or family)
- Copy with "Person in Charge" (then mail)
- Attempt, then Hang on Door (then mail)
- Registered or Certified Mail
- Serve as would serve a Summons
- WI SS 704.21

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## #9. Digging the Hole too Deep

- Take Action FIRST TIME rent is late.
- Don't Wait Too Long to Solve Problem
- Evictions take 5-weeks to 2 months
- Payment Plans in Writing
- Using the Stipulated Dismissal to Save Them
- Are they Beyond where they can get caught up?
- Careful when using 14-Day (see No. 5)

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### #8. Incomplete Applications

- Application is more than underwriting tool
- Information on Application helps with collections
- Bank account information
- Emergency contact information
- SSN and Date of Birth
- Also – Be aware of Identity Theft
- Verify Driver's License or ID Card
- Can you run more than one credit report?
- Signature (match other ID?)

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### #7. Not Asking Right People

- ALWAYS do a Housing Reference
- If lived with parents – talk to parents
- If robbing Peter to pay Paul, who's Paul?
- Keep Questions Objective
- On Time Rental Payments?
- Proper Notice / Under Lease
- Best Question – Would you Re-Rent to Them?
- Liability for "Bad Reference"
- I get calls on less than 1 of 4 Tenants Vacating

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### #6. Auto-Renewing Lease

- Reminder, or Not Enforceable against Tenant
- 15-30 Days PRIOR to Deadline Date
- Manner of Notice same as for 5-Day
- WI SS 704.15
- ATCP 134.09 Prohibited Practices, (3)
- Tenant can enforce lease against Landlord
- No Winter Move-Out = Automatic Renewal

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### #5. 14-Day Notice (or not)

- 14-Day Notice does NOT include right to cure
- Used in non-rent breach in Month-to-Month
- Used for repeated breach in Leases
- Rescinding a 14-Day Could Lead to Problems in Court
- Expectations of the parties based on past history
- If rescind 14-Day in the past, tenant "expects" it to happen again
- How to rescind a 14-Day? - "Lawyer Land"

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### #4. "Do-it-Yourself" Leases/Forms

- Are there any prohibited provisions?
- Will they stand up to attorney scrutiny?
- Office Supply Store Forms
- How Much did you really save?
- Some Good Standard Forms
- Wisconsin Legal Blank
- Wisconsin Realtors Association

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### #3. Mis-Use of CCAP

- Is it the right person? (birth date/address)
- Status of Action (Dismissed, Pending)
- Charge Relate to Tenant-worthiness
- REASON FOR REPEATED LEGISLATIVE PROPOSALS TO RESTRICT ACCESS

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## #2. Carpet Cleaning

- "Routine" Cleaning CANNOT come out of a Security Deposit!!!!!!
- Beyond Routine? Then it Can
- No Matter what you call it, it's a Security Deposit, ATCP 134.02 Definitions (11)
- Billing After the Fact? – Maybe
- "Routine" Cleaning CANNOT come out of a Security Deposit!!!!!!

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## #1. That Lease is HOW LONG?

- Different Rules for Leases that are longer than 1 year, WI SS 704.17 (3)
- 15 Month Lease so doesn't end in Winter
- The 12 ½ Month Lease because moving in early
- 5-Day Notice, 14-Day Notice – CAN'T USE THEM!!!
- 30-Day Cure or Vacate Notice only tool in the box
- Solutions?
- Do a 6 or 9 Month instead of the 15 (can adjust rent sooner)
- 1 Year Lease, but allow for pro-rated rent if occupy early
- Lease Addendum Changing the Notice Requirements (Lawyer Land)

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## QUESTIONS ?

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