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Details:

(FORM UPDATED: 08/11/2010)

**WISCONSIN STATE LEGISLATURE ...  
PUBLIC HEARING - COMMITTEE RECORDS**

**2007-08**

(session year)

**Senate**

(Assembly, Senate or Joint)

**Committee on ... Labor, Elections and Urban  
Affairs (SC-LEUA)**

**COMMITTEE NOTICES ...**

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

**INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL**

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)  
(**ab** = Assembly Bill)                      (**ar** = Assembly Resolution)                      (**ajr** = Assembly Joint Resolution)  
(**sb** = Senate Bill)                              (**sr** = Senate Resolution)                              (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

## Senate

### Record of Committee Proceedings

#### **Committee on Labor, Elections and Urban Affairs**

##### **Senate Bill 269**

Relating to: terminating a tenancy for imminent threat of serious physical harm, making leases that restrict access to certain services void and unenforceable, and prohibiting the imposition of fees for local government emergency services.

By Senators Coggs, Sullivan, Carpenter, Lassa, Darling, Plale, Olsen, Risser, Hansen, Kreitlow, Schultz, Roessler and Harsdorf; cosponsored by Representatives Suder, Grigsby, Richards, Kessler, Sinicki, Parisi, Musser, Zepnick, Berceau, A. Williams, Turner, Townsend, A. Ott, Strachota, Nerison, Tauchen, Smith, Seidel, Pocan, Kaufert, Honadel, Davis, LeMahieu, Kleefisch, Moulton, Nygren and Petrowski.

September 21, 2007 Referred to Committee on Labor, Elections and Urban Affairs.

November 28, 2007 **PUBLIC HEARING HELD**

Present: (4) Senators Coggs, Wirch, Lehman and Grothman.

Absent: (1) Senator A. Lasee.

##### Appearances For

- Spencer Coggs — Senator
- Bob Anderson — Legal Action of Wisconsin
- Sandra Marchetti
- Josh Freker — Wisconsin Coalition Against Domestic Violence
- Lauren Hasselbacher — Domestic Abuse Intervention Services
- Anne Applebaum
- Mike Murray — Wisconsin Coalition Against Sexual Assault

##### Appearances Against

- None.

##### Appearances for Information Only

- None.

##### Registrations For

- Jennifer Gonda — City of Milwaukee
- Scott Suder — Representative
- Jenny Wagner — Domestic Abuse Intervention Services
- Marsha Mansfield — U.W. Family Court Assistance Project
- Tim Elverman — YWCA of Greater Milwaukee

Registrations Against

- None.

Registrations for Information Only

- None.

December 4, 2007

**EXECUTIVE SESSION HELD**

Present: (5) Senators Coggs, Wirch, Lehman, Grothman  
and A. Lasee.

Absent: (0) None.

Moved by Senator Grothman, seconded by Senator Wirch that  
**Senate Substitute Amendment 1** be recommended for adoption.

Ayes: (5) Senators Coggs, Wirch, Lehman, Grothman  
and A. Lasee.

Noes: (0) None.

ADOPTION OF SENATE SUBSTITUTE AMENDMENT 1  
RECOMMENDED, Ayes 5, Noes 0

Moved by Senator Wirch, seconded by Senator Lehman that  
**Senate Amendment 1 to Senate Substitute Amendment 1** be  
recommended for adoption.

Ayes: (5) Senators Coggs, Wirch, Lehman, Grothman  
and A. Lasee.

Noes: (0) None.

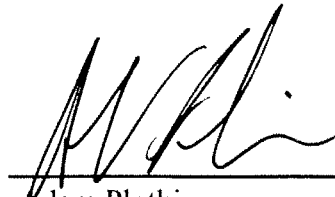
ADOPTION OF SENATE AMENDMENT 1 TO SENATE  
SUBSTITUTE AMENDMENT 1 RECOMMENDED, Ayes 5,  
Noes 0

Moved by Senator Wirch, seconded by Senator Lehman that  
**Senate Bill 269** be recommended for passage as amended.

Ayes: (5) Senators Coggs, Wirch, Lehman, Grothman  
and A. Lasee.

Noes: (0) None.

PASSAGE AS AMENDED RECOMMENDED, Ayes 5, Noes 0

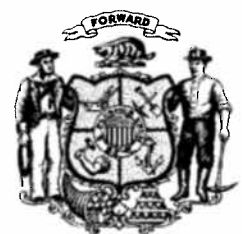
A handwritten signature in black ink, appearing to read 'A. Plotkin', is positioned above a horizontal line.

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Adam Plotkin  
Committee Clerk



WISCONSIN STATE LEGISLATURE



# Vote Record

## Committee on Labor, Elections and Urban Affairs

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Date: Tue. Dec. 4, 2007

Moved by: Wirch Seconded by: Lehman

AB \_\_\_\_\_ SB **269** \_\_\_\_\_ Clearinghouse Rule \_\_\_\_\_  
 AJR \_\_\_\_\_ SJR \_\_\_\_\_ Appointment \_\_\_\_\_  
 AR \_\_\_\_\_ SR \_\_\_\_\_ Other \_\_\_\_\_

A/S Amdt \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Amdt \_\_\_\_\_  
 A/S Sub Amdt \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Sub Amdt \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Amdt \_\_\_\_\_ to A/S Sub Amdt \_\_\_\_\_

Be recommended for:  
 Passage     Adoption     Confirmation     Concurrence     Indefinite Postponement  
 Introduction     Rejection     Tabling     Nonconcurrency

<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Not Voting</u>
<b>Senator Spencer Coggs, Chair</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Robert Wirch</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator John Lehman</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Glenn Grothman</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Alan Lasee</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Totals:</b>	<u>5</u>	<u>0</u>	_____	_____

Motion Carried       Motion Failed

## Vote Record

### Committee on Labor, Elections and Urban Affairs

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Date: Tue. Dec. 4, 2007

Moved by: Glenn Grothman Seconded by: Wirch

AB \_\_\_\_\_ SB 269 \_\_\_\_\_ Clearinghouse Rule \_\_\_\_\_  
 AJR \_\_\_\_\_ SJR \_\_\_\_\_ Appointment \_\_\_\_\_  
 AR \_\_\_\_\_ SR \_\_\_\_\_ Other \_\_\_\_\_

A/S Amdt \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Amdt \_\_\_\_\_  
 S Sub Amdt 1 \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Sub Amdt \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Amdt \_\_\_\_\_ to A/S Sub Amdt \_\_\_\_\_

Be recommended for:  
 Passage       Adoption       Confirmation       Concurrence       Indefinite Postponement  
 Introduction       Rejection       Tabling       Nonconcurrence

<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Not Voting</u>
<b>Senator Spencer Coggs, Chair</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Robert Wirch</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator John Lehman</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Glenn Grothman</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Alan Lasee</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Totals:</b>	<u>5</u>	<u>0</u>	_____	_____

Motion Carried       Motion Failed

## Vote Record

### Committee on Labor, Elections and Urban Affairs

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Date: Tue. Dec. 4, 2007

Moved by: Wirch                      Seconded by: Lehman

AB \_\_\_\_\_ SB **269** \_\_\_\_\_ Clearinghouse Rule \_\_\_\_\_  
 AJR \_\_\_\_\_ SJR \_\_\_\_\_ Appointment \_\_\_\_\_  
 AR \_\_\_\_\_ SR \_\_\_\_\_ Other \_\_\_\_\_

A/S Amdt \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Amdt \_\_\_\_\_  
 S Sub Amdt \_\_\_\_\_  
 S Amdt 1 \_\_\_\_\_ to S Sub Amdt 1 \_\_\_\_\_  
 A/S Amdt \_\_\_\_\_ to A/S Amdt \_\_\_\_\_ to A/S Sub Amdt \_\_\_\_\_

Be recommended for:  
 Passage       Adoption       Confirmation       Concurrence       Indefinite Postponement  
 Introduction       Rejection       Tabling       Nonconcurrence

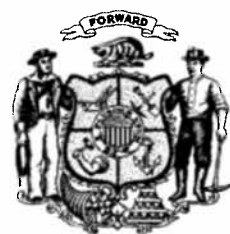
<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Not Voting</u>
<b>Senator Spencer Coggs, Chair</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Robert Wirch</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator John Lehman</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Glenn Grothman</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Senator Alan Lasee</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Totals:</b>	<u>5</u>	<u>0</u>	_____	_____

Motion Carried                       Motion Failed





# WISCONSIN STATE LEGISLATURE



Tuesday, April 10, 2007

SB 269  
?

## Domestic violence measure signed

By BRYAN CORBIN

Evansville Courier & Press Statehouse bureau (317) 631-7405 or corbinb@courierpress.com

INDIANAPOLIS -- A bill that protects domestic-violence victims who are renters has been signed into law by the governor.

Victims of domestic or sexual abuse or stalking who live in rental dwellings will have new legal rights once the law, House Enrolled Act 1509, takes effect July 1, 2007.

If a victim who lives in a rental unit obtains a civil protective court order or a criminal no-contact order against the perpetrator, she will have more legal options to increase her own safety. The landlord is required to change the locks within 24 hours at the victim's expense if the perpetrator lived there too (or 48 hours if he didn't). If the landlord doesn't change the locks, the tenant has the right to change them, and the landlord must reimburse the resident for the cost, the law says.

In situations where staying in the apartment would be dangerous, the victim can terminate the lease without financial penalty with 30 days' notice and pro-rated rent until the termination date, the law says.

Landlords will not be able to retaliate against domestic-violence victims or terminate or refuse to renew their leases just because a victim had sought a court order against an abusive partner.

"The main thing is, we did not want domestic violence to be a reason that a landlord could void a lease agreement," said Sen. Vaneta Becker, (R-Evansville), who sponsored the bill in the Senate. Becker worked on the legislation at the request of the Indiana Coalition Against Domestic Violence and also tried to craft wording that satisfied the apartment owners' lobbying group.

"First of all, there had to be some kind of court action against a perpetrator," Becker said of the new requirements. "A potential victim couldn't just say, 'He's harassing me.' They had to take some action (such as seeking a court order) and put themselves in a protected class."

Landlords protected from liability

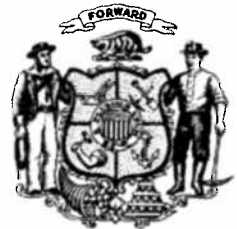
The new protections cover victims of domestic or family violence, sex offenses or stalking, who are tenants in rental units. Landlords also will be protected from civil liability from accused perpetrators.

The new law applies equally to tenants of all rental properties, whether single-unit rented houses or a large apartment complex with hundreds of units.

**The bill passed 97-0 in the House and 48-0 in the Senate. Gov. Mitch Daniels signed it into law last week.**



# WISCONSIN STATE LEGISLATURE



**From:** de Felice, David Patrick  
**Sent:** Tuesday, August 21, 2007 10:22 AM  
**To:** \*Legislative Everyone  
**Subject:** Jt. Co-sponsorship: Coggs/Suder - "Safe Housing Act" LRB 2269 & LRB 3020

**Attachments:** Bill - LRB 2269-1.pdf

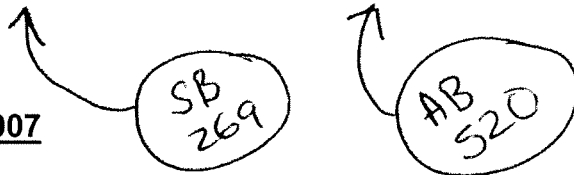
To: All Legislative Colleagues

Date: Tuesday, Aug. 21, 2007

From: Sen. Spencer Coggs & Rep. Scott Suder

Re: Jt. Co-Sponsors - Senate LRB 2269 and Assembly LRB 3020, "Safe Housing Act"

**DEADLINE: Wednesday, Sept. 12, 2007**



Victims of sexual assault, domestic violence, and stalking face serious obstacles to their safety when they cannot escape violent situations in rental or leased housing units. Agencies across Wisconsin who serve these victims consistently report that a lack of safe housing sometimes leads to continued abuse that may escalate and perhaps ends in tragedy.

While victims of domestic violence may be mentally and emotionally motivated to leave an abusive relationship, some landlords refuse to allow a termination of a lease. In other cases, victims face additional and significant financial obligations to maintain their housing - even in the face of imminent danger.

**When forced to choose between staying in a violent relationship or having to pay rent for two apartments, many victims feel their only choice is to remain in an abusive situation.**

Victims of abuse also report that sometimes they are unable to renew a lease. Sometimes rent is increased or they are charged a fee for calling law enforcement for assistance. In addition, other conditions have been imposed on victims of abuse that result in significant financial hardship. This legislation seeks to:

1. Make void and unenforceable a written or oral agreement or regulation imposed by a landlord in a residential tenancy that allows a landlord to increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten any of the foregoing because a tenant has contacted any public or private entity for law enforcement, health services, or safety services.
2. Allow victims to terminate a lease with a written notice when they can demonstrate an imminent threat of physical harm if the tenant and/or the

tenant's children remain on the premises. In addition, the victim must also provide proof of a court injunction, a no-contact bail condition, or a criminal complaint alleging assault, stalking, or domestic abuse.

Eleven states have enacted similar laws and six additional states are currently considering similar legislation.

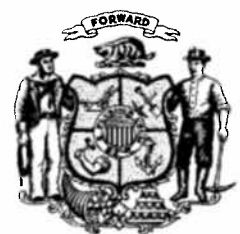
The bill we are proposing has been developed in collaboration with the Wisconsin Coalition Against Domestic Violence, Wisconsin Coalition Against Sexual Assault, and Legal Action of Wisconsin. These groups have met with individual landlords and their associations, and as a result the bill has most often been changed to address their concerns.

**In summary, this bill addresses the safety of tenants of residential housing who are victims of abuse. The bill also provides a process for landlords to deal with serious, ongoing problems of domestic abuse that sometimes result in tragedy.**

If you would like to co-sponsor Senate LRB 2269 or Assembly LRB 3020, please call or email Dave de Felice in Sen. Coggs' office at 266-2500, or Anne in Rep. Suder's office at 267-0280 by Wednesday, Sept. 12, 2007. All co-sponsors will be added to both bills unless the co-sponsor indicates otherwise.



# WISCONSIN STATE LEGISLATURE





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- DPW
- Personal
- Professional
- Manage folders
- Today
- Mail
- Contacts
- Calendar

New Reply Reply all Forward Delete Junk

Move to  Options

### Talking Points - Safe Housing Act

From: **de Felice, David Patrick** (David.deFelice@legis.wisconsin.gov)  
 You may not know this sender. Mark as safe | Mark as unsafe  
 Sent: Tue 11/27/07 4:28 PM  
 To: Sen. Spencer Coggs (home email) (spencercoggs@hotmail.com)

**SC:**

**I've added the talking points in large print as an attachment.**

**I've also "cut and pasted" them in below in smaller print.**

**Dave**

## Sen. Spencer Coggs

Public Hearing SB 269, Safe Housing Act, Nov. 28, 2007

Sen. Cmte. Labor, Elections and Urban Affairs

*IF YOU CAN*

Imagine being locked in a room with a person who means you harm .. a person who may also want to hurt your children.

That's what victims of sexual assault, domestic violence, and stalking sometimes face when they cannot escape violent situations.

Agencies across Wisconsin who serve these victims consistently report that a lack of safe housing leads to continued abuse that escalates, and sometimes ends in tragedy.

*any*

While victims of domestic violence may be mentally and emotionally motivated to leave an abusive relationship, some landlords refuse to allow a termination of a lease.

*?*

In other cases, victims face additional and significant financial obligations to maintain their housing - even in the face of imminent danger.

**The simple fact is that:**

*?*

**When forced to choose between staying in a violent relationship or having to pay rent for two apartments, many victims feel their only choice is to remain in an abusive situation.**

? [

Victims of abuse also report that sometimes they are unable to renew a lease.

The Safe Housing Act would:

- 3) 1. Prohibit a landlord from increasing rent, decreasing services, bringing an action for possession of the premises, refusing to renew a lease, or threatening any of the foregoing if the tenant has contacted any public or private entity for law enforcement, health services, or safety services.
- 1) 2. <sup>ALLOW</sup> Victims ~~would be allowed~~ to terminate a lease with a written notice when they can demonstrate an imminent threat of physical harm if the tenant and/or the tenant's children remain on the premises.
- 2) 3. In addition, the victim must also provide proof of a court injunction, a no-contact bail condition, or a criminal complaint alleging assault, stalking, or domestic abuse.

The bill we are proposing has been developed in collaboration with the Wisconsin Coalition Against Domestic Violence, Wisconsin Coalition Against Sexual Assault, and Legal Action of Wisconsin.

Meetings have been held with individual landlords and their associations. As a result the bill has been changed to address some of their concerns. *SPECIFIC*

*bill* I would like to address a specific point regarding the original draft of the bill. In the original ~~bill~~, there was language regarding fees that some municipalities charge for emergency services.

This language was drafted incorrectly, and rather than the issue of fees diverting the purpose of this bill, we have drafted a substitute amendment that completely removes all references to the fees.

As a result, the League of Municipalities, the City of Milwaukee, the Alliance of Cities have all changed their "negative" designation to "neutral" with comments listed on the Ethics Board Web site that indicate that they support the bill as amended.

**In summary, this bill addresses the safety of tenants of residential housing who are victims of abuse. The bill also provides a process for landlords to deal with serious, ongoing problems that sometimes result in tragedy.**

**Other states have seen the value in this kind of legislation. If approved by this Legislature, Wisconsin would be the 12<sup>th</sup> state in the country to enact a Safe Housing Act.**

**Thank you.**

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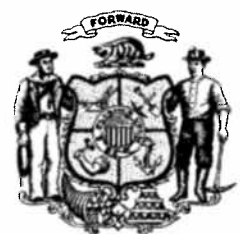
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# WISCONSIN STATE LEGISLATURE



Testimony Presented To The Senate Committee on Labor, Elections, and Urban  
Affairs

In Support of Senate Substitute Amendment 1 to SB 269 A Safe Housing Act

Testimony being submitted by Salvador Flores, Student Attorney,  
The Family Court Assistance Project, University of Wisconsin Law School

November 28, 2007

Members of the Senate Committee, thank you for taking the time today to address the housing concerns faced by victims of domestic violence and the possible benefits of Senate Substitute Amendment 1 to SB 269.

I am enrolled in a clinical program, the Family Court Assistance Project and I provide information and guidance to individuals who cannot afford an attorney. In addition to answering questions regarding custody, placement and child support we address issues related to domestic violence regularly in our work. I also work at the Restraining Order Clinic at the Dane County Court House, helping people with their restraining order petitions.

Today however I am here in the capacity of an interpreter for Ms. Sandra Marchetti. Ms. Marchetti is a victim of domestic violence. When Ms. Marchetti experienced domestic violence at the hand of her boyfriend their child was two months old. She is here to tell you her own story.

This bill would have provided the bridge to safety for Ms. Marchetti and her child. Ms. Marchetti could not stay in the apartment but could not afford to pay the rent for two apartments. Ms. Marchetti is a responsible hard working mother. She is an example of those who come to our clinics seeking the type of assistance that this bill can provide

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My name is Sandra Marchetti. I am a victim of domestic violence. I am here to tell you about the obstacles I faced. I left my apartment to seek safety. The safety I sought was linked to my ability to secure housing and future financial independence. My concern was the lease agreement and my credit. I sought out legal clinics and the assistance of domestic violence organizations. However everywhere I went I was told there was nothing that could be done to give me the safety I needed.

I lived with my boyfriend our two month old baby and my boyfriend's mother in an apartment. The apartment was in my name and in my boyfriend's mother's name. I called the police and obtained a restraining order after my boyfriend hit me.

I spoke to the property manager about the situation. I explained I had to move out because I was no longer safe in the apartment with my baby. I had not been working for some time due to the pregnancy and did not have the money

to pay the rent. The property manager said that it was not his problem and refused to let me out of the lease.

Then I went to UNIDOS, a domestic violence organization for help. An advocate helped me write a letter explaining to the property manager why I needed to break my lease agreement.

My boyfriend's mother also spoke with the property manager and asked if he would let me out of the lease. Even though she was the only other person on the lease he would not allow me to terminate my lease.

I couldn't live in the apartment but was forced to pay half of the rent for the balance of the lease agreement. If this law had been in place when I experienced domestic violence I could have left a dangerous environment when I most needed to get away. When I left my first concern was finding a safe place to live and being able to provide for myself and my child in the future.

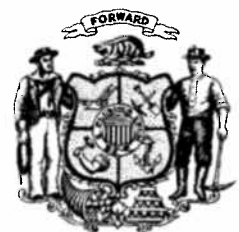
The lease agreement prevented me from moving to another apartment. The monthly rent had to be paid every month. The ability to move to another apartment in the future was contingent on me staying in a dangerous place. In addition any prospects for financial independence were based on preservation of my credit which if I left would be ruined.

I went to agency after agency seeking assistance to ultimately realize no one could help me. If this law had been in place I would have been able to take the first step knowing my credit would be intact and I would be able to secure housing.

Bill 269 would have given me the freedom to sever the tie with a person who had become a danger in my life. I am one of the lucky ones I had my mother to take care of my baby so that I could work again to pay the rent for an apartment that was unsafe. Thank you for your time.



# WISCONSIN STATE LEGISLATURE



Testimony Presented To The Senate Committee on Labor, Elections, and Urban Affairs  
In Support of Senate Substitute Amendment 1 to SB 269 A Safe Housing Act

Testimony being submitted by Anne Applebaum, Student Attorney,  
The Neighborhood Law Project, University of Wisconsin Law School

November 28, 2007

Members of the Senate Committee, thank you for taking the time today to address the housing concerns faced by victims of domestic violence and the possible benefits of Senate Substitute Amendment 1 to SB 269.

I am here today as a representative of the Neighborhood Law Project. The Neighborhood Law Project is a clinical program at the University of Wisconsin Law School which provides legal assistance to low income individuals in several areas, including landlord tenant law. The Neighborhood Law Project works on regular basis with victims of domestic violence that face housing issues related to their abuse. It is on behalf of those clients that I am submitting testimony today in support of Senate Substitute Amendment 1 to SB 269.

Victims of domestic violence are consistently confronted with the same accusatory question-“Why don’t you just leave?” Unfortunately, for many victims the answer is painfully simple-They try, but they can’t. They can’t due to financial roadblocks that prohibit them from leaving their home and obtaining safety and security for their families. Women who are fleeing their abusers are at a heightened point of physical as well as financial vulnerability. They are not only more likely to be the victims of homicides, but are also at greater risk for disturbing their already fragile finances by incurring costs associated with breaking a lease and relocating to a new home. Many women fear that the financial ramifications of breaking their lease could be enough to make them one of the 38% of domestic violence victims that end up homeless as a result of abuse.<sup>1</sup>

The victims of domestic violence who come to the Neighborhood Law Project seeking assistance are often at this exact moment in their lives-ready to leave their abusers but facing substantial financial and legal hurdles. The most common cases that we see are women who are prevented from leaving the home because their landlords will not terminate their lease. These women fear that if they break their leases they will be held responsible for rental payments for the remainder of the lease term. An expense of this magnitude destroys their ability to establish a new home away from their abuser.

In the absence of any statutory resources we can only present our clients with limited and often unsuccessful options. First, we can attempt to negotiate with the

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<sup>1</sup> Charlene K. Baker, Cook, Sarah L., Norris, Fran H., “Domestic Violence and Housing Problems: A Contextual Analysis of Women’s Help-Seeking, Received Informal Support, and Formal System Response,” *Violence Against Women* 9, no. 7 (2003): 754-83.

landlord to terminate the client's lease without future liability. Second, the client can obtain a restraining order against the abuser thereby barring him or her from the home. Third, the client can simply break the lease by abandoning the apartment. Unfortunately, these options fail to guarantee any legal or financial security to the client, and often do not present a solution which enables them to leave their abuser.

Our clients often face hostility from landlords who fail to sympathize with their situation. Even landlords sympathetic to our clients' situations are still often unwilling to terminate leases because they do not know how to properly handle the situation. Landlords are rightfully concerned about their legal obligations to the co-tenant, their personal liability, or their legal right to bifurcate a lease. The fact that there are no legal provisions addressing the procedure for terminating a lease in a domestic violence situation causes ambiguity for landlords. This ambiguity often results in an unwillingness to assist the victim. Therefore, negotiations are not a reliable solution to a client who is attempting to relocate to a safe home.

The option of obtaining a restraining order against an abuser and having the victim remain in the home also presents difficulties for many of our clients. First and foremost this option can create a very serious safety concern. Restraining orders are not effective solutions in all abusive relationships. In some instances our clients voice concerns that their abusers will ignore the restraining order and retaliate with increased violence. This may result in a situation where the abuser returns to the home thereby endangering the safety of the victim and their family. Compounding the vulnerability of this situation is the fact that landlords can not legally change the locks in instances where the abuser is a co-tenant. This leaves the abuser with access to the apartment during an escalated period of violence. Secondly, remaining in the apartment as the sole resident can be financially burdensome for the victim. The victim may be left as the only financially liable party and could face eviction if she is unable to handle the cumbersome rental payments on her own.

Finally, the option of breaking a lease without a formal lease termination agreement leaves our clients in a very vulnerable financial position that can be a barrier to successfully relocating. After vacating a unit the tenant can be held responsible for the remainder of the rental payments until the unit is re-rented. Even if the client shared the unit with their abuser, there is fear that there will be financial repercussions if they leave. Due to the joint and several liability of co-tenants under rental leases a landlord can choose to collect 100% of the rental payments from either co-tenant whether they remain in the apartment or not. Our clients fear that if they break a lease the landlord will attempt to collect rental payments from them instead of the abuser, even if the abuser is the only party occupying the residence. The cost of paying rent on two apartments is not a financial reality for our clients. This can result in court proceedings against them, tarnishing their credit record, and making securing future safe housing an impossibility. The financial pressure of providing for themselves or their families in the face of this liability can prevent women from leaving their abusers.

The process of presenting these limited options to a client is frustrating for us as advocates, and devastating to the women who come to our office looking for answers. This frustration is multiplied by the fact that the law does provide resources in so many other similar instances. For example the law recognizes a right to habitable living conditions in a rental unit. State statutes and local ordinances provide for termination of leases when there is proof of conditions which threaten the health and safety of residents. Therefore if a tenant comes to us saying that they have no heat, or no water, or a pest infestation we have solid legal resources to help them remove from the premises without financial liability. However, when a client comes to us and says that their abuser has threatened their life and their safety making their home a source of danger, we have no legal recourse to assist them.

Numerous other states<sup>2</sup> as well as the federal government regulations for public housing<sup>3</sup> have realized the benefits of lease termination provisions in situations of domestic violence. These laws are beneficial for all parties involved. For victims of domestic violence lease termination provisions provide legal security that they will be able to relocate to a safe residence without undermining their future financial security and risking the threat of homelessness. For landlords lease termination provisions provide clarity in an otherwise ambiguous and sensitive situation. The procedure laid out in Senate Substitute Amendment 1 to SB 269 provides a set procedure which landlords can follow to avoid liability in granting a lease termination. The bill provides clear standards for when lease terminations are required, taking away any subjective determinations that a landlord may be uncomfortable making. The bill also establishes notice requirements that protect landlords. Furthermore, lease termination will allow women to leave the abusive household thereby reducing the negative affects that a continued abusive situation can have on the family, other residents in the building, and the community.

Due to the concern for the safety of victims of domestic violence and the extensive benefits that a lease termination provision can provide we urge the Committee to support Senate Substitute Amendment 1 to SB 269. Thank you for your time and interest.

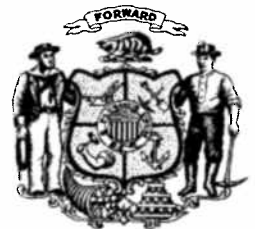
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<sup>2</sup> Illinois, Indiana, North Carolina, Washington, D.C., Delaware, Oregon, Texas, Washington, and Colorado have all enacted laws that allow for a tenant to be relieved of a lease obligation if they are the victim of domestic abuse, sexual assault, or stalking.

<sup>3</sup> See, Violence Against Women and Justice Department Reauthorization Act of 2005.



# WISCONSIN STATE LEGISLATURE





SB 269  
?

## Sen. Spencer Coggs

Public Hearing - Safe Housing Act, Nov. 28, 2007  
Sen. Cmte. Labor, Elections and Urban Affairs

If you can, imagine being locked in a room with a person who means you harm .. a person who may also want to hurt your children.

That's what victims of sexual assault, domestic violence, and stalking sometimes face when they cannot escape violent situations.

Agencies across Wisconsin who serve these victims consistently report that a lack of safe housing leads to continued abuse that escalates, and sometimes ends in tragedy.

And, while victims of domestic violence may be mentally and emotionally motivated to leave an abusive relationship, some **landlords refuse to allow a termination of a lease.**

In other cases, victims face additional and significant financial obligations to maintain their housing - even in the face of imminent danger because landlords sometimes increase rent, or decrease services.

**The simple fact is that:**

**When forced to choose between staying in a violent relationship or having to pay rent for two apartments, many victims feel their only choice is to remain in an abusive situation.**

Victims of abuse also report that sometimes they are unable to renew a lease.

The Safe Housing Act would:

1. Victims would be allowed to terminate a lease with a written notice when they can demonstrate an imminent threat of physical harm if the tenant and/or the tenant's children remain on the premises.
2. In addition, the victim must also provide proof of a court injunction, a no-contact bail condition, or a criminal complaint alleging assault, stalking, or domestic abuse.
3. Prohibit a landlord from increasing rent, decreasing services, bringing an action for possession of the premises, refusing to renew a lease, or threatening any of the foregoing if the tenant has contacted any public or private entity for law enforcement, health services, or safety services.

The bill we are proposing has been developed in collaboration with the Wisconsin Coalition Against Domestic Violence, Wisconsin Coalition Against Sexual Assault, and Legal Action of Wisconsin.

Meetings have been held with individual landlords and their associations. As a result the bill has been changed to address some of their concerns.

I would like to address a specific point regarding the original draft of the bill. In the original bill, there was language regarding fees that some municipalities charge for emergency services.

This language was drafted incorrectly, and rather than the issue of fees diverting the purpose of this bill, we have drafted a substitute amendment that completely removes all references to the fees.

As a result, the League of Municipalities, the City of Milwaukee, the Alliance of Cities have all changed their "negative" designation to "neutral" with comments listed on the Ethics Board Web site that indicate that they support the bill as amended.

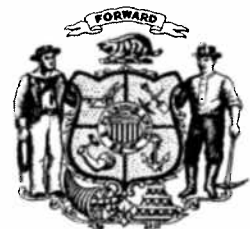
**In summary, this bill addresses the safety of tenants of residential housing who are victims of abuse. The bill also provides a process for landlords to deal with serious, ongoing problems that sometimes result in tragedy.**

**Other states have seen the value in this kind of legislation. If approved by this Legislature, Wisconsin would be the 12<sup>th</sup> state in the country to enact a Safe Housing Act.**

**Thank you.**



# WISCONSIN STATE LEGISLATURE



## LEGAL ACTION OF WISCONSIN, INC.

### MADISON OFFICE

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31 South Mills Street, Madison, Wisconsin 53715

Phone (608) 256-3304 Toll-free (800) 362-3904 Fax (608) 256-0510 Web [www.legalaction.org](http://www.legalaction.org)

TO: Senate Committee on Labor, Elections, and Urban Affairs

FROM: Bob Andersen *Bob Andersen*

RE: Senate Substitute Amendment 1 to SB 269 -- "Safe Housing Act"

DATE: November 28, 2007

Legal Action of Wisconsin, Inc. (LAW) is a nonprofit organization funded by the federal Legal Services Corporation, Inc., to provide legal services for low income people in 39 counties in Wisconsin. LAW provides representation for low income people across a territory that extends from the very populous southeastern corner of the state up through Brown County in the east and La Crosse County in the west. Housing Law is one of the three major priority areas of law for our delivery of legal services (the other two are public benefits and family law).

We are in favor of Senate Substitute Amendment 1 to SB 269, introduced by Senator Coggs, and its companion bill, Assembly Substitute Amendment 1 to AB 520, introduced by Representative Suder.

This legislation is the product of discussions that were held during the previous legislative session among representatives of the Wisconsin Coalition Against Domestic Violence, the Wisconsin Coalition Against Sexual Assault, representatives of tenant organizations, landlord representatives from the Wisconsin Rental Housing Legislative Council, and ourselves. The result of those discussions was essentially this bill -- which the Wisconsin Rental Housing Legislative Council decided at the time that it would not support or oppose as an organization, leaving it up to its individual members to address.

***The bill protects tenants who are in imminent danger of serious physical harm, by allowing them to move from their rental units. Under current law, tenants who are in imminent danger are forced to remain on their premises because they have rental obligations that they cannot dismiss. This is especially a problem where a tenant will be prevented from seeking safety because a long lease exists and the tenant will suffer a huge loss if the tenant leaves. For all but fairly wealthy tenants, a lengthy rental obligation will be prohibitive. As an example, a Madison tenant who was the victim of a sexual assault from a neighboring tenant was not allowed to break her lease by her landlord, who was quoted in the newspapers as saying that her situation is not his problem.***



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MILWAUKEE - Milwaukee and Waukesha Counties Phone (414) 278-7722 Toll-free (888) 278-0633 Fax (414) 278-7126

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RACINE - Kenosha, Racine and Walworth Counties Phone (262) 635-8836 Toll free (800) 242-5840 Fax (262) 635-8838

A number of states states have recently enacted laws like the one proposed here to protect tenants who are the victims of domestic violence, sexual assault, or stalking. The following states and jurisdictions have adopted laws like our proposal *that would allow a tenant to be relieved of a lease obligation* if they are the victim of domestic abuse, sexual assault, or stalking: *Illinois, Indiana, North Carolina, Washington, D.C., Delaware, Oregon, Texas, Washington, and Colorado.*

The proposals of some of these states go beyond what we are proposing here. For example, the state of North Carolina allows a tenant to be relieved of a lease obligation if the tenant is certified to be in danger by a domestic violence shelter. Our proposal, explained below, requires a certification from a law enforcement or judicial entity.

In addition, the following states have enacted laws that are like our proposal *prohibiting landlords from evicting tenants for calling the police or emergency assistance*: *Arizona, Colorado, Minnesota, Texas.*

Finally, several states are working on *more legislation* to allow tenants to be relieved of their leases or to prohibit landlords from terminating tenancies because of calls to the police or emergency services: *Arizona, California, Florida, Kansas, Massachusetts, Michigan, New York City, New York State, and Utah.*

1. **Senate Substitute Amendment 1 to SB 269 Allows a Tenant to be Relieved of a Rental Obligation Only If Both of the Following Apply: (a) the Tenant has Documentation of the Danger that Exists and (b) the Tenant or Child of the Tenant has to be in Imminent Danger of Suffering Serious Physical Harm.**

a. **The documentation that is required must be one of the following:**

- a domestic abuse injunction under s. 813.12
- a child abuse injunction protecting the child of the tenant
- an injunction under s. 813.125 (4), protecting the tenant or child of the tenant based on the offender's engaging in an act that would constitute sexual assault under s. 940.225, 948.02, or 948.025, or attempting or threatening to do the same.
- a criminal complaint alleging that the person stalked the tenant or a child of the tenant under s. 940.32.
- a criminal complaint that was filed against the person as a result of the person being arrested for committing a domestic abuse offense against the tenant under s. 968.075.

The documentation listed above relating to injunctions, require the issuance of *injunctions* by the court. They do not authorize a tenant to be relieved of a rental

obligation where only *ex parte restraining orders* have been obtained.

b. **The tenant or the child of the tenant must be facing an imminent threat of serious physical harm if the tenant remains on the premises.**

There has to be a connection between the danger that is posed and the tenant's remaining on the premises. It is not enough that the tenant or child is in imminent danger. It has to be shown that the tenant or child of the tenant is in danger **if the tenant remains on the premises.**

c. **The danger must be imminent.**

It is not sufficient that a tenant or child of the tenant faces some danger in the future. The danger has to exist *now or in the immediate future.*

d. **The danger must present a threat of serious physical harm.**

It is not sufficient that the tenant or child of the tenant faces some danger. The danger must relate to a threat of *serious harm*. And it must be *physical harm*, not emotional.

2. **It Will Be Incumbent on the Tenant to Prove in Court That (1) the Tenant Had the Necessary Documentation; (2) the Tenant or Child of the Tenant Faced a Threat of Serious Physical Harm If the Tenant Remained on the Premises and (3) the Tenant Served a Copy of the Documentation and Notice on the Landlord.**

Hopefully, the landlord in this situation will recognize the plight that the tenant is in. But, if the landlord does not do that, or the tenant has not satisfied the requirements of this legislation, *the way this will work in reality* is as follows. The tenant leaves the rental unit in the midst of the rental agreement. The landlord loses out on at least some rent [there is an obligation under the statutes for the landlord to mitigate damages – that is, to find another tenant to reduce the rent loss]. The landlord will bring an action against the tenant for unpaid rent. *The burden will then shift to the tenant, in order to be relieved of the liability, to prove all of the following, by a preponderance of the evidence:*

- the tenant had the necessary documentation; and
- the tenant or child of the tenant faced *an imminent threat of serious physical harm if the tenant remained on the premises*; and
- the tenant properly served the landlord with notice and documentation, as described below.

If the tenant fails to prove *any* of these three elements, the tenant will be liable for the unpaid rent.



3. **The Tenant Must Provide the Landlord with Formal Notice as Provided Under Current s. 704.21 and Must Provide the Landlord with a Certified Copy of the Necessary Documentation at the Same Time.**

When the tenant removes from the premises, the tenant must provide the landlord with the notice and documentation. Current s. 704.21 provides the formal requirements of notice for tenants in landlord-tenant situations:

(2) NOTICE BY TENANT. Notice by the tenant or a person in the tenant's behalf must be given under this chapter by one of the following methods:

(a) By giving a copy of the notice personally to the landlord or to any person who has been receiving rent or managing the property as the landlord's agent, or by leaving a copy at the landlord's usual place of abode in the presence of some competent member of the landlord's family at least 14 years of age, who is informed of the contents of the notice;

(b) By giving a copy of the notice personally to a competent person apparently in charge of the landlord's regular place of business or the place where the rent is payable;

(c) By mailing a copy by registered or certified mail to the landlord at the landlord's last-known address or to the person who has been receiving rent or managing the property as the landlord's agent at that person's last-known address;

(d) By serving the landlord as prescribed in s. 801.11 for the service of a summons.

4. **If the Tenant Satisfies the Requirements of the Legislation, the Tenant Will Be Relieved of a Future Rent Obligation That Begins after the End of the Month in Which the Tenant Provides the Notice and Documentation**

5. **Senate Substitute Amendment 1 to SB 269 Also Provides That a Lease of a Landlord Is Unenforceable If it Contains a Provision That Penalizes a Tenant for Having Contacted Law Enforcement Services, Health Services, or Safety Services.**

Some landlords have included in their leases provisions that penalize tenants for having called the police a number of times. As a result, tenants who are in serious danger – either from their partners in the rental units or from persons outside the rental units – do not call the police, and instead suffer the physical abuse at the hands of these culprits. This is a policy that cannot be allowed. Serious physical harm and deaths will follow.

As a result, this legislation makes a lease unenforceable if it allows a landlord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services:

- Increase rent.
- Decrease services.
- Bring an action for possession of the premises.
- Refuse to renew a lease.
- Threaten to take any action under subs. (1) to (4).

The legislation makes the entire lease unenforceable, rather than just the lease provision, following the logic of the State Supreme Court in *Baierl v. McTaggart*, 245 Wis. 2d 632, 629 N.W.2d 277 (2001). In that case, the Supreme Court ruled that a lease must be held unenforceable if it contains a provision requiring tenants to pay landlords' costs and attorney fees, in violation of an administrative rule of the Department of Agriculture, Trade and Consumer Affairs. The Court said that the problem with such a lease provision is not only that it may be unconscionable or unconstitutional, but that

their existence in a lease continue to have an unjust effect because tenants believe them to be valid. As a result, tenants either concede to unreasonable requests of landlords or fail to pursue their own lawful rights.

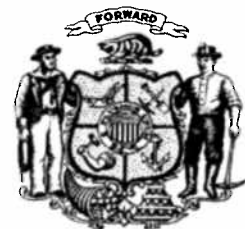
The argument is even stronger here, where a tenant's life is at stake for believing that the tenant should not contact the police for desperately needed protection. If this is a provision that should be prohibited, then the remedy is to make it known that the whole lease will be held unenforceable; otherwise, landlords will continue to include these provisions in their leases to intimidate unwary tenants.

6. **Senate Substitute Amendment 1 Deletes a Provision in the Original Bill that Would Prohibit Municipalities from Imposing a fee on the Owner or Occupant of Property for a Call for Assistance That Is Made by the Owner or Occupant Requesting Law Enforcement, Fire Protection, or Other Emergency Services That Are Provided by the City, Village, Town, or County.**

The original bill would have enacted this prohibition, so as to remove these policies as an inducement for landlords to adopt the prohibited provisions in rental agreements described above. Because this prohibition involves a practice that raises fiscal concerns that are much larger than the scope of this bill, the substitute amendment has removed this prohibition from the bill in Senate Substitute Amendment 1 to SB 269.



WISCONSIN STATE LEGISLATURE



SB 269

11-28-07  
Date?

- SC (Suder couldn't make it)
  - Wirth - timely, common sense bill
- Bob Anderson
  - explains bill
  - explains amendment
  - see written testimony
  - Lehman ?'s
  - Grothmann -
- > has some sort of technical amendment suggestion
- Sandra Marchetti (through interpreter)
  - ~~works at rest~~
  - victim of domestic violence
  - bill would have protected her
  - dangerous for her + daughter to stay
  - tried to get out of lease w/ prop. mgrs.
  - no rent would = bad credit
  - didn't want bad credit in case she had to move
    - couldn't afford 2 leases
  - had to pay rent for 4 mos.
  - had to stay w/ mother
  - SC - feared for daughter's safety?
  - what does Unidos do?
    - help domestic violence victims(?)

- Josh Freker + Lauren Hasselbecher  
→ domestic abuse intervention services

- DOS study day before T-giving - 40 people died of domestic violence - probably low
- economic barrier a chief obstacle
- bill would remove 2 big barriers
- SC - real estimate on homicides
  - multiple homicides + suicides counted by WCADV

- Ann Applebaum

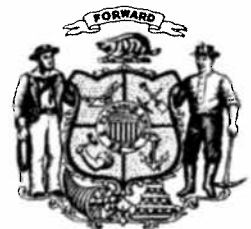
- Neighborhood Law Project (landlord-tenant law)
- runs through the 3 options
- landlords not legally allowed to change locks if abuser is co-tenant
- bill would provide options
- can terminate lease for inhabitable conditions but not domestic violence
- removes objective decision by landlord to terminate
- SC - how often are restraining orders ineffective
- why nothing done before?
  - mitigation concern by landlords

- Mike Murray

- others summed up bill
- MKE abuse counselor couldn't make it
- had stats on domestic violence
- story about abuser was landlord + fellow tenant
- at best only 30% of victims contact law enforcement
- providers like WCAST hear more stories than cops



# WISCONSIN STATE LEGISLATURE



**Plotkin, Adam**

---

**From:** Gonda, Jennifer [Jennifer.Gonda@milwaukee.gov]  
**Sent:** Thursday, November 29, 2007 9:44 AM  
**To:** Plotkin, Adam  
**Cc:** Perry, Terry; Filmanowicz, Raquel  
**Subject:** RE: Senate Labor, Elections, and Urban Affairs - EXECUTIVE SESSION - 12/4/07

Hi Adam-  
Yesterday I forgot to put in a slip in support of SB 269-SSA1. We really appreciate the amendment.

The council is on record supporting it in this form and our health department is very enthusiastic about it.

Jennifer

---

**From:** Plotkin, Adam [mailto:Adam.Plotkin@legis.wisconsin.gov]  
**Sent:** Wednesday, November 28, 2007 4:57 PM  
**To:** Renk, Jeff; Burhop, Sarah  
**Subject:** Senate Labor, Elections, and Urban Affairs - EXECUTIVE SESSION - 12/4/07

*Senate*

**EXECUTIVE SESSION**

**Committee on Labor, Elections and Urban Affairs**

The committee will hold an executive session on the following items at the time specified below:

Tuesday, December 4, 2007

12:00 PM - Or upon adjournment of the Public Hearing

330 Southwest

State Capitol

**Assembly Bill 82**

Relating to: recall of elective town sanitary district commissioners.

By Representatives Hubler and Ziegelbauer; cosponsored by Senator Jauch, by request of Ron Helstern of Barronett, Wisconsin.

**Assembly Bill 152**

Relating to: the method of election of village officers.



By Representatives Gottlieb, Albers, Mursau and Vos; cosponsored by Senators Grothman and Schultz.

**Assembly Bill 181**

Relating to: continuing education for architects, landscape architects, professional engineers, designers of engineering systems, and land surveyors.

By Representatives Wieckert, A. Ott, Mursau, Albers, Van Roy, Townsend and Bies; cosponsored by Senators Lassa and Cowles.

**Assembly Bill 184**

Relating to: the investment by certain local units of government of funds held in trust to provide post-employment benefits.

By Representatives Gottlieb, Ballweg, Fields, Hahn, Mursau, Musser, A. Ott, Petrowski and Van Roy; cosponsored by Senators Lassa, Darling, Grothman and Olsen.

**Assembly Bill 341**

Relating to: imposing fees for acquiring public park land, dedicating storm water treatment facilities to the public, changing the time relating to when impact fees must be paid and used, and regulating the costs of certain professional services provided through a political subdivision.

By Representatives Gottlieb, Strachota, LeMahieu, Albers, Ballweg, Berceau, Davis, Honadel, Jorgensen, Kerkman and Gunderson; cosponsored by Senators Erpenbach, Grothman, Olsen and Roessler.

**Senate Bill 176**

Relating to: payment of a 1st class city police officer's salary after discharge and the adjournment of a trial or investigation relating to charges brought against such an officer.

By Senators Coggs, Sullivan, Hansen, Grothman and Carpenter; cosponsored by Representatives Toles, Colon, Wood, Fields, Berceau, Parisi, Pohan, Turner, Grigsby, Kerkman, Wasserman, Richards, A. Williams and Nass.

**Senate Bill 194**

Relating to: the licensing and regulation of thermal system insulation and fire-stop product mechanics and contractors; creating a thermal system insulation and fire-stop council; requiring the employment of a state inspector; establishing standards for installing, removing, and maintaining thermal system insulation and fire-stop products; requiring the exercise of rule-making authority; and providing a penalty.

By Senators Coggs, A. Lasee, Lehman, Olsen, Hansen, Plale, Sullivan, Darling, Lassa, Erpenbach, Kreitlow, Miller and Wirch; cosponsored by Representatives Newcomer, Berceau, Jeskewitz, Turner, A. Ott, Richards, Sheridan, Hines, Kleefisch, Zepnick, Sinicki, Fields, Mason, Van Roy and Grigsby.

**Senate Bill 269**

Relating to: terminating a tenancy for imminent threat of serious physical harm, making leases that restrict access to certain services void and unenforceable, and prohibiting the imposition of fees for local government emergency

services.

By Senators Coggs, Sullivan, Carpenter, Lassa, Darling, Plale, Olsen, Risser, Hansen, Kreitlow, Schultz, Roessler and Harsdorf; cosponsored by Representatives Suder, Grigsby, Richards, Kessler, Sinicki, Parisi, Musser, Zepnick, Berceau, A. Williams, Turner, Townsend, A. Ott, Strachota, Nerison, Tauchen, Smith, Seidel, Pocan, Kaufert, Honadel, Davis, LeMahieu, Kleefisch, Moulton, Nygren and Petrowski.

**Senate Bill 288**

Relating to: regulation of and registration requirements for certain cemetery authorities, cemetery associations, and cemetery merchandise.

By Senators Plale, Lassa, Olsen, Roessler and Lazich; cosponsored by Representatives Kaufert, Sinicki, A. Ott, Owens, Kerkman, Nygren, Newcomer and A. Williams.

Senator Spencer Coggs  
Chair

The Committee on Labor, Elections and Urban Affairs has scheduled a meeting for December 4, 2007 12:00 PM. <<E20071204-8920\_001.doc>>

*Adam Plotkin*

*Clerk, Committee on Labor, Elections, and Urban Affairs*

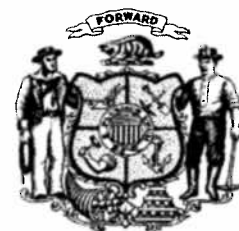
*Office of Senator Spencer Coggs*

*phone, 608-266-2500*

*fax, 608-282-3546*



# WISCONSIN STATE LEGISLATURE





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## WISCONSIN LEGISLATIVE COUNCIL

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*Terry C. Anderson, Director*  
*Laura D. Rose, Deputy Director*

TO: SENATOR SPENCER COGGS

FROM: Russ Whitesel, Senior Staff Attorney

RE: 2007 Senate Bill 269, Relating to Terminating a Tenancy

DATE: November 30, 2007

This memorandum, prepared at your request, briefly describes the provisions of Senate Substitute Amendment 1 to 2007 Senate Bill 269 and also Senate Amendment 1.

Current law provides that if leased premises become untenable because of damage by fire, water, or other casualty, because of a condition that is hazardous to the tenant's health, or because the tenant's health or safety is materially affected by lack of repairs to the premises, the tenant may remove from the premises and is not responsible for rent for the period after the premises become untenable.

### **Senate Substitute Amendment 1**

Substitute Amendment 1 provides that a tenant may terminate his or her tenancy and remove from the premises if the tenant or child of the tenant faces an imminent threat a serious physical harm from another person if the tenant remains on the premises. The tenant must provide notice to the landlord and a certified copy of: (1) an injunction order protecting the tenant or child from the person; (2) a condition of release ordering the person not to contact the tenant; (3) a criminal complaint alleging that the person sexually assaulted or stalked the tenant or the child; or (4) a criminal complaint filed against the person as a result of an arrest for committing a domestic abuse offense against the tenant.

If the tenant provides a required certified copy and proper notice of the termination of the tenancy to the landlord and removes from the premises, the tenant is not responsible for any rent after the end of the month in which he or she provides the notice or removes from the premises, whichever is later.

Further, under current law, a landlord may not increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten to do any of those things, if there is a preponderance of the evidence that the landlord's action or inaction is in retaliation against the tenant for making a good faith complaint about a defect in the premises to a public official or housing code

enforcement agency, for complaining about a violation of a local housing code, or for exercising a legal right related to residential tenancies. The substitute amendment provides that a lease is void and unenforceable if it allows a landlord to increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease, or threaten to do any of those things, because the tenant has contacted an entity for law enforcement services, health services, or safety services.

The original legislative proposal contained a provision prohibiting a municipality or county from imposing a fee on the owner or occupant of property for a call for assistance that was made by the owner or occupant requesting law enforcement, fire protection, or other emergency services from the municipality or county. This provision is *not* included in the substitute amendment.

### Senate Amendment 1

Senate Amendment 1 makes a series of changes to the substitute amendment, including the following:

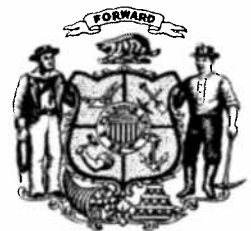
1. The amendment replaces the term “leases” with the term “rental agreements” throughout the bill to assure that the provisions of the bill apply to all rental agreements not just to leases. [See items 1, 6, 7, 8, and 9.]
2. The bill amends the substitute amendment to clarify that the bill applies to “residential” tenants not commercial tenants. [See items 2 and 3.]
3. The amendment changes the tenant’s responsibility for rent by providing that the obligation ends at the end of the month *following* the month in which notice is provided that they will be removing from the premises, instead of the end of the month the notice was given. [See item 4.]
4. The amendment adds language to the substitute amendment providing that the tenant’s liability for rent is subject to the landlord’s duty to mitigate damages as provided in s. 704.29 (2), Stats. This statute, in addition to other items, requires the landlord to make reasonable efforts to re-rent the premise vacated by the tenant. [Item 5.]

If you have any questions regarding the provisions of either Senate Substitute Amendment 1 or Senate Amendment 1, please feel free to contact me directly at the Legislative Council staff offices.

RW:jal:ty



# WISCONSIN STATE LEGISLATURE



**Plotkin, Adam**

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**From:** Larson, Tom [tlarson@wra.org]  
**Sent:** Monday, December 03, 2007 7:24 PM  
**To:** Sen.Coggs; Sen.Wirch; Sen.Lehman; Sen.Grothman; Sen.Lasee  
**Cc:** de Felice, David Patrick; Plotkin, Adam; Theo, Mike - VP Public Affairs/Legal  
**Subject:** SB 269 -- Memo from the Wisconsin Realtors Association  
**Attachments:** 0867\_001.pdf

Members of the Senate Committee on Labor, Elections and Urban Affairs,

On behalf of the Wisconsin Realtors Association, I am sending you the attached memo relating to our position on SB 269. Please feel free to contact me if you have questions. Thank you.

Tom Larson

<<0867\_001.pdf>>

\*\*\*\*\*  
Thomas D. Larson - Director of Regulatory and Legislative Affairs  
Wisconsin REALTORS Association  
4801 Forest Run Road Suite 201  
Madison, WI 53704-7337  
Phone 608-241-2047  
Fax 608-241-2901  
<<<<http://www.wra.org/>>>>

\*\*\*\*\*  
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Wisconsin REALTORS' Association  
e-mail: [wra@wra.org](mailto:wra@wra.org) | Web site: [www.wra.org](http://www.wra.org)

Mike Spranger, Chairman  
e-mail: [sprangerm@firstweber.com](mailto:sprangerm@firstweber.com)  
William Malkasian, CAE, President  
e-mail: [wem@wra.org](mailto:wem@wra.org)

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# Memorandum

To: Members, Senate Committee on Labor, Elections and Urban Affairs  
From: Tom Larson, Director of Regulatory and Legislative Affairs  
Date: December 3, 2007  
Re: SB 269

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The Wisconsin REALTORS® Association supports the intent and purpose of Senate Bill 269, legislation that attempts to protect the personal safety of tenants by authorizing them to terminate a lease agreement upon the showing of proof that they face an imminent threat of serious physical harm. However, we opposed the original draft of the bill because it:

- **Applied to both residential and commercial leases** – While remaining at the same residence may provide additional safety risks for someone who faces an imminent threat to serious physical harm, the same risks are generally not present at a place of work. Furthermore, because commercial leases tend to have a much longer duration, an early termination can have a much greater financial impact upon an owner of a commercial property.
- **Failed to provide the landlord with adequate notice of early termination** – The original draft of the bill allowed a tenant to terminate the lease at the end of the month without (a) giving the landlord sufficient notice, and (b) being responsible for the subsequent month's rent. This would have created a significant financial burden for landlords, who would have had very little time to re-lease the property prior to it being vacated.

Over the last several weeks, we have been working closely with Senator Coggs' staff and other interested parties to address these concerns. Based upon our review of Senate Amendment 1 to Senate Substitute Amendment 1, we believe that our concerns will be addressed if the amendment is adopted. Accordingly, if the amendment is adopted, we will be recommending to our Public Policy Committee, which meets on December 7<sup>th</sup>, that we remove our opposition to SB 269.

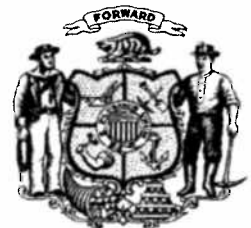
If you have any questions, please feel free to contact me at (608) 212-0066.







# WISCONSIN STATE LEGISLATURE



Date?

Hi Josh,

I have been working on trying to set up a hearing, but haven't had much luck pinning down a date that works across the board. I doubt that we will have a hearing before Nov. 20 at the outside earliest, but in all likelihood it will be after Thanksgiving. I'll make sure to put all three of you on my distribution list for the committee notice so you get that as early as possible.

Adam

*Adam Plotkin  
Clerk, Committee on Labor, Elections, and Urban Affairs  
Office of Senator Spencer Coggs  
phone, 608-266-2500  
fax, 608-282-3546*

SB 269  
Folder

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**From:** Josh Freker [mailto:joshf@wcadv.org]  
**Sent:** Wednesday, November 07, 2007 7:46 AM  
**To:** de Felice, David Patrick; Plotkin, Adam  
**cc:** mikem@wcasa.org; Robert Andersen  
**Subject:** possible hearing dates for Safe Housing Act?

→ RSA@legalaction.org

Hello Dave & Adam –

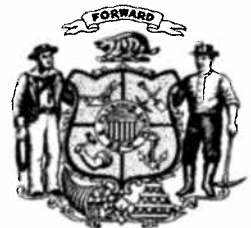
I thought I'd check in to see if you have had a chance to schedule any dates for Senate Urban & Local Affairs committee meetings. It would be very helpful to us to have a sense of potential dates for a Safe Housing Act hearing—especially for trying to identify a victim who could testify.

Thanks,  
Josh

Joshua Freker, Policy Director  
Wisconsin Coalition Against Domestic Violence  
608-255-0539  
<http://www.wcadv.org>



# WISCONSIN STATE LEGISLATURE



# Domestic Violence bills pass with unanimous votes

MILWAUKEE  
COURIER  
VOL. 25  
SAT, DEC 22, '07

Two key policy priorities for domestic violence victims passed legislative hurdles with unanimous support. The state Senate approved SB 269, the Safe Housing Act, to improve safety in housing for victims of domestic violence, sexual assault, and stalking. The Assembly passed AB 499, the Strangulation Prevention Enforcement Act. Both bills must still be approved by the respective other houses.

"The Wisconsin Coalition Against Domestic Violence (WCADV) works every year toward ending domestic violence, and these two pieces of legislation are a critical part of that effort," said WCADV Executive Director Patti Seger. "We thank Sen. Spencer Coggs and Rep. Scott Suder for sponsoring the Safe Housing Act, and Rep. Mark Gundrum and Sen. Julie Lassa for sponsoring the strangulation bill.

The Safe Housing Act, SB 269, will allow victims to terminate leases if they are in imminent physical danger and have legal documentation,

such as a domestic abuse injunction. The bill will also void leases that punish tenants for seeking the help of law enforcement, health, or safety services (for example, by increasing rent or decreasing services). It will remove one of the many economic barriers that make it more difficult for victims to leave abusive relationships.

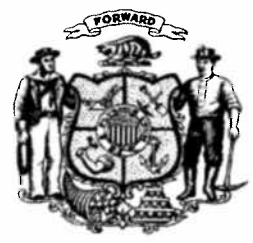
The Strangulation Prevention Enforcement Act, AB 499, will give law enforcement better guidance to adequately handle the severity and danger of strangulation for victims. It will also make the crime of strangulation a felony. The bill will be a powerful tool for intervening in a potentially lethal form of domestic violence and prevent it from intensifying.

"We appreciate the unanimous, bipartisan support from our state lawmakers for the effort to end domestic violence," said Seger. "And we hope the unanimous votes will fuel efforts to get a hearing and a vote in the Assembly for the Safe Housing Act, and a Senate vote early next year."





# WISCONSIN STATE LEGISLATURE



SB 269 ?

Local Link - Witnesses for Public Hearing on Senate Bill 269

File Witness Tools Window Help

**Hearing Details**  
 November 29, 2007 10:15 AM  
 411 South

**Hearing Item Details**  
 Relating to: terminating a tenancy for imminent threat of serious physical harm, making leases that restrict access to certain services void and unenforceable, and prohibiting the imposition of fees for local government emergency services.

by Senators Coggins, Sullivan, Carpenter, Lessa, Diefing, Pyle, Olson, Ritter, Hansen, Kratkov, Schultz, Rosester and Harstedt; cosponsored by Representatives Suder, Gigoby, Richards, Kasala, Stricki, Paisit, Munster, Zepnick, Brozoski, A. Wilkerson, Turner, Townsend, A. De, Stacholna, Melson, Tauchen, Smith, Seidel, Pocar, Keufner, Honedel, Davis, LaMotte, Kjaerfisch, Moulton, Nygren and Pylawski

**Hearing Item**  
 Senate Bill 269

**Appearances and Registrations (Use the Up/Down buttons in sequence.)**

Type	Title	Name	Organization	
Appearances For	Senator	Spencer Coggins	Legal Action of Wisconsin	Add
Appearances For		Bob Anderson		Edit
Appearances For		Sandra Marchetti		Delete
Appearances For		Josh Finkler	Wisconsin Coalition Against Domestic Violence	↑
Appearances For		Lauren Hesselbacher	Domestic Abuse Intervention Services	↓
Appearances For		Anne Applebaum	Wisconsin Coalition Against Sexual Assault	Refresh
Appearances For		Mike Murray	City of Milwaukee	
Registrations For	Representative	Jennifer Gordon		
Registrations For		Scott Suder		
Registrations For		Jenny Wagner	Domestic Abuse Intervention Services	
Registrations For		Martha Mansfield	UW Family Court Assistance Project	
Registrations For		Tim Eveman	YWCA of Greater Milwaukee	

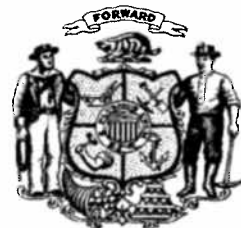
Close

Production | apollin | Senate | 3/1/2007

Start | Inboxes... | 12/3 Su... | 12/3 Cal... | Info for... | Gmail - 1... | Gmail - 1... | thewe... | Folio We... | ComE... | Adobe A... | 11:55 AM



# WISCONSIN STATE LEGISLATURE



# SB 269 Safe Housing Act Synopsis

## Original draft

### Tenant protections

1. Tenant may terminate tenancy (lease or no lease) if the tenant or a child of the tenant faces an imminent threat of serious physical harm from another person if the tenant remains on the premises.
2. Tenant must provide a certified copy of:
  - a. An injunction order protecting tenant or child from the person.
  - b. A condition of release ordering the person not to contact the tenant
  - c. A criminal complaint alleging that the person sexually assaulted or stalked the tenant or the child
  - d. A criminal complaint filed against the person as a result of an arrest for committing a domestic abuse offense against the tenant.
3. If a tenant provides any of the above, the tenant is not responsible for any rent after the end of the month in which the lease is terminated.

## Substitute Amendment

### All references to fees eliminated

1. Language regarding fees was too broad and may have annulled the power of municipalities to charge fees for emergency services.

## Simple Amendment

### Language deleted relating to commercial buildings

1. The original bill was written too broadly. It included tenants and landlords of residential *as well as commercial buildings*. The simple amendment narrows the bill to apply only to residential buildings or dwellings.

### Added protection for building owners

2. The original bill made a tenant who terminates a lease responsible for the rent in the month that the termination was made. The simple amendment makes a tenant responsible for rent through the second month after the termination was made. This amendment was provided at the request of advocates for property owners out of concern that tenants may give notice of termination to pay little or no rent by terminating at the end of a month.



**Landlord provisions**

- 4. A lease is void and unenforceable if I allows a landlord to:
  - a. Increase rent
  - b. Decrease services
  - c. Bring an action of eviction
  - d. Refuse to renew a lease
  - e. Threaten to do any of the above if the tenant has contacted law enforcement, health services, or safety services.

**Other provisions**

- 5. Municipalities and counties would be prohibited from charging the owner of a building or a tenant for calls made for emergency services, health services, fire protection or other services.

3. The simple amendment reinforces current law that lists provisions and conditions where the tenant is liable for costs to re-rent the dwelling (e.g. repairs, rental advertising), and the landlord is obligated to make reasonable efforts to re-rent the dwelling.

**“Leases” deleted. “Rental agreements” inserted**

- 4. The third part of the amendment deletes a confusing reference to "leases," which is limited to fixed term tenancies. Since the bill relates to month-to-month, as well as to fixed term tenancies. Instead of the word "leases," the term "rental agreements" is substituted.