



## WISCONSIN LEGISLATIVE COUNCIL AMENDMENT MEMO

**2007 Assembly Bill 520**

**Assembly Substitute  
Amendment 2**

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### **ASSEMBLY SUBSTITUTE AMENDMENT 2**

Assembly Substitute Amendment 2 contains several provisions, described below.

#### **Fees for Local Government Emergency Services**

Under current law, a municipality (a city, village, or town) may impose a special charge against real property for current services rendered, including services such as snow and ice removal, weed elimination, and sidewalk repair.

Assembly Bill 520 provides that no city, village, town, or county may enact an ordinance, or enforce an existing ordinance, that imposes 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.*

Assembly Substitute Amendment 2 narrows the restriction on local government fees for emergency services. Under Assembly Substitute Amendment 2, the prohibition against a city, village, town, or county enacting an ordinance, or enforcing an existing ordinance, that imposes a fee on the owner or occupant of property for a call requesting law enforcement services applies only to calls that relate to any of the following:

- Domestic abuse.
- Sexual assault.
- Stalking.

### **Eviction of an Offending Tenant**

Assembly Bill 520 provides that a tenant may terminate his or her tenancy and remove from the premises 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. The tenant must provide proper notice and certain required documentation.

Assembly Substitute Amendment 2 provides that in addition, a landlord may terminate the tenancy of a tenant if both of the following apply:

1. The tenant commits one or more acts, including verbal threats, that cause another tenant, or a child of that other tenant, who occupies a dwelling unit in the same single-family rental unit, multi-unit dwelling, or apartment complex as the offending tenant to face an imminent threat of serious physical harm from the offending tenant if the offending tenant remains on the premises.
2. The tenant is the named offender in any of the following:
  - a. An injunction order protecting the other tenant or the other tenant's child from the tenant.
  - b. A condition of release ordering the tenant not to contact the other tenant.
  - c. A criminal complaint alleging that the offending tenant sexually assaulted the other tenant or the child of the other tenant.
  - d. A criminal complaint alleging that the offending tenant stalked the other tenant or the child of the other tenant.
  - e. A criminal complaint that was filed against the offending tenant as a result of the offending tenant being arrested for committing a domestic abuse offense against the other tenant.

### **Definition of Rental Agreement**

Assembly Bill 520 uses the term "lease." The substitute amendment replaces the term "lease" 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.

Assembly Substitute Amendment 2 defines "rental agreement" as an oral or written agreement between a landlord and tenant, for the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms of the tenancy, such as rent. Under the substitute amendment, "rental agreement" includes a lease and does not include an agreement to enter into a rental agreement in the future.

**Application to Residential Tenants Only**

The substitute amendment clarifies that the bill applies to “residential” tenants, not commercial tenants.

**Tenant’s Liability for Rent**

Under the bill, if the tenant provides the proper notice and the required documentation, 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.

The substitute 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.

**Landlord’s Duty to Mitigate**

The substitute amendment specifies 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.

**LEGISLATIVE HISTORY**

Assembly Substitute Amendment 2 was offered by Representative Suder on February 14, 2008. On February 21, 2008, the Assembly Committee on Housing voted to recommend adoption of Assembly Substitute Amendment 2, and passage of the bill as amended, on votes of Ayes, 7; Noes, 0.

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