



WISCONSIN LEGISLATIVE COUNCIL AMENDMENT MEMO

2007 Senate Bill 269

**Senate Substitute Amendment 1
and Senate Amendment 1 and
Assembly Amendment 1**

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Senate Substitute 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.

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 amendment clarifies 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.]

Assembly Amendment 1

Assembly Amendment 1 contains three major provisions, described below.

Fees for Local Government Emergency Services

Assembly Amendment 1 prohibits a city, village, town, or county from enacting an ordinance, or enforcing 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 services that relate to any of the following:

- Domestic abuse
- Sexual assault
- Stalking

Eviction of Offending Tenant

Assembly Amendment 1 authorizes a landlord to 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:
 - An injunction order protecting the other tenant or the other tenant's child from the tenant.
 - A condition of release ordering the tenant not to contact the other tenant.
 - A criminal complaint alleging that the offending tenant sexually assaulted the other tenant or the child of the other tenant
 - A criminal complaint alleging that the offending tenant stalked the other tenant or the child of the other tenant.
 - 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 Amendment 1 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 amendment, "rental agreement" includes a lease and does not include an agreement to enter into a rental agreement in the future.

Legislative History

2007 Senate Bill 269 was introduced by Senator Coggs and others; cosponsored by Representative Suder and others on September 21, 2007. The bill was referred to the Senate Committee on Labor, Elections and Urban Affairs and a public hearing was held by that committee on November 28, 2007. Senate Substitute Amendment 1 and Senate Amendment 1 to the substitute amendment were offered by Senator Coggs. The Senate Committee, in executive session on December 4, 2007, adopted Substitute Amendment 1 and Senate Amendment 1 to the substitute on a vote of Ayes, 5; Noes, 0. The committee recommended passage of the bill, as amended, on a vote of Ayes, 5; Noes, 0.

The Senate adopted Senate Amendment 1 to Senate Substitute Amendment 1 and Senate Substitute Amendment 1 and passed the bill, as amended, all on voice votes.

Assembly Amendment 1 was offered by Representative Suder on February 3, 2008. On February 21, 2008, the Assembly Committee on Housing voted to recommend adoption of Assembly Amendment 1, and passage of the bill as amended, on votes of Ayes, 7; Noes, 0.

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