

---

one hundred and twenty-five percent (125%) of the costs for repairs as determined by the Hearing Examiner.

**WHO MAY PERFORM WORK:** When State law, the Wisconsin Administrative Code, Madison General Ordinances or other applicable regulations require that a licensed professional or state-credentialed dwelling contractor perform the work to correct the deficiencies, including architectural, design, surveying, electrical, plumbing, heating and air conditioning work, no one other than a properly licensed professional or state-credentialed dwelling contractor shall perform such work. The tenant shall not perform any work themselves when a licensed professional or state-credentialed dwelling contractor is required to perform the work, nor shall the tenant permit such work to be done by anyone other than a properly licensed professional or state-credentialed dwelling contractor qualified to do the work. The tenant should call the Neighborhood Preservation and Inspection Division at (608) 266-4551 to determine if the anticipated work requires a permit or the services of a licensed contractor. A tenant may deduct the cost of materials used by the tenant if the tenant chooses to complete the work themselves. A tenant may deduct the cost of their labor from rent at the hourly rate provide in MGO Sec. 4.20(3), not to exceed the number of hours stated in the estimate pursuant to MGO Sec. 32.17(2)(f). The current City of Madison Minimum Hourly Wage can be found on the Neighborhood Preservation and Inspection Division webpage, <http://www.cityofmadison.com/BI/bihome.html>, in the Minimum Housing Section. All work to be completed must be done in a workmanlike manner and must comply

---

with all applicable state and City codes and regulations as provided in the Madison General Ordinances.

No work may be commenced by the tenant until all applicable permits and regulatory approvals are obtained. If a permits or approvals are required to commence the work, the tenant shall obtain all applicable permits and approvals and may deduct the fees from the rent.

**LIEN WAIVERS:** A Lien Waiver waives all lien rights of the signer for all labor and materials furnished for improvements or repairs to which the waiver relates. The tenant shall obtain all lien waivers from contractors and forward them to the landlord along with the receipts deducted from the rent. Copies of a Standard Lien Waiver can be obtained from the Neighborhood Preservation and Inspection Division.

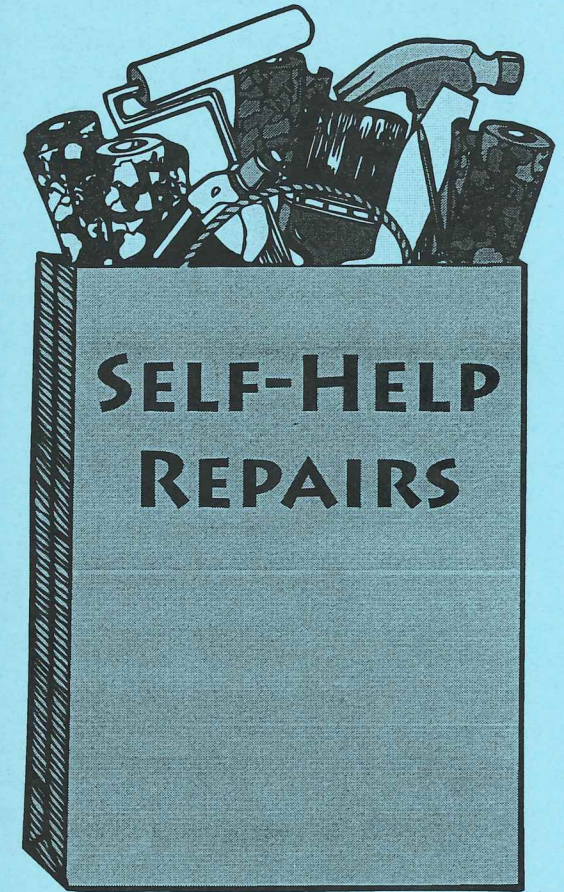
#### **EVICTON AND RETALIATION**

**PROHIBITED:** No person or tenant who complies with this section shall be evicted for nonpayment of rent because said person or tenant has elected to act under this program and has deducted the cost of work from rental payments. No person or tenant shall be evicted or retaliated against for giving either verbal or written notice to the landlord that they intend to use the self-help procedures. It shall be presumed that any attempt to evict, terminate the tenancy, raise the rental payments, refuse to renew the lease of the tenant or to otherwise harass or retaliate against such tenant during the period commencing when verbal or written notice is first given by the tenant to the landlord that the tenant intends to use these self-help procedures, until six months after certification by

---

the Neighborhood Preservation and Inspection Division of the Department of Planning and Community & Economic Development of the City of Madison that all violations have been corrected, is retaliation. Such attempt is hereby declared null and void and subject to a forfeiture of not less than \$150 and not more than \$900 for each attempt. It is further provided that in order to overcome such presumption, the landlord must show by a preponderance of the evidence that such acts by the landlord were based on good cause. "Good Cause" used herein means that the landlord must show a good reason for his or her action, other than one related to or caused by the operation of this ordinance, including but not limited to normal uniform rental increases due to utility increases or other increased costs to the landlord, or for other bona fide, nondiscriminatory business reason.

February 2007



## SELF-HELP REPAIRS

On October 17, 2006, the City Council adopted an ordinance that will permit a tenant to have repairs made to their living unit, if the building owner has failed to comply with orders from the Neighborhood Preservation and Inspection Division of the Department of Planning and Community & Economic Development. The tenant must give notice to the landlord that they intend to use these self-help procedures. Qualified professionals, (as) required by law, must do repairs and the cost of repairs may be deducted from rent. This self-help repair procedure is in addition to rent abatement.

### Eligibility: Tenants are eligible if the

landlord fails to comply with an order of the Neighborhood Preservation and Inspection Division by the original or extended due date unless such due date is found to be unreasonable upon appeal to the Board of Building Code, Fire Code and Licensing Appeals. The tenant may choose to correct the violations contained in the order, in accordance with the procedure of Madison General Ordinance Section 32.17, and deduct the cost of those repairs from their rent. If said order of the Neighborhood Preservation and Inspection Division contains more than one item that has not been completed by said due date, the tenant may elect to seek both rent abatement and/or self-help repairs for one or more items.

## PROCEDURE

**NOTICE:** Prior to commencing self-help repairs, the tenant shall send a notice to the landlord, by first class, return receipt requested mail, at the address provided by the landlord to the tenant or if the premises are an owner occupied structure containing no more than four

(4) dwelling units, to the owner's residence. The Notice shall contain substantially the following information:

1. The tenant's statement that the tenant intends to make self-help repairs to the property.
2. The name of the tenant.

3. A list of the work to be performed. The list shall contain only work necessary to correct the deficiencies found by the Neighborhood Preservation and Inspection Division that were not completed by the original due date.

4. The name of the persons who will perform the work, including the name of any contractors, subcontractors or other persons hired by the tenant.

5. The date that work will be commenced. Such date shall not be less than ten (10) days after the date of mailing the notice.

6. If the tenant intends to perform part or all of the work, a good faith estimate of the number of hours needed to complete the work by the tenant.

This notice requirement shall be construed liberally in favor of the person giving notice. If the landlord has actual notice that the tenant intends to use this self-help procedure to correct the items in the Official Notice of the Neighborhood Preservation and Inspection Division, the tenant shall not be barred from deducting the cost of the self-help repair from their rent because of a deficiency in meeting this notice requirement.

### COMMENCEMENT OF WORK: No work

may be commenced by the tenant until ten (10) calendar days after the tenant has mailed first class return receipt requested, the notice required above. The notice may not be mailed more than ten (10) calendar days before the original due date provided in the original order of the Neighborhood Preservation and Inspection Division. The tenant may commence the work after ten (10) calendar days if the landlord has not commenced the work contained in the order of the Neighborhood Preservation and Inspection Division using their own employees and contractors, or agreed to do the work by assuming direct responsibility for supervising the work, including the contractors retained by the tenant. If the landlord agrees to commence the work to correct the deficiencies, the tenant shall make reasonable efforts to accommodate the work and to permit access to the dwelling unit. If the landlord agrees to commence the work to correct the deficiencies but substantial compliance is not obtained within 30 days of commencing the work, the tenant shall again be eligible for the rent abatement procedures contained in Sec. 32.04, MGO, or the tenant may immediately proceed to complete the work and may deduct payments made by the tenant for work completed.

**NOTE:** The ten (10) day limit in this paragraph does not apply if the Neighborhood Preservation and Inspection Division has issued orders for work that relates to health and safety that must be completed in less than ten (10) days. In such cases, the tenant may commence work within twenty-four (24) hours of giving notice.

### SCOPE OF WORK TO BE DEDUCTED: No rent deduction may be made by the tenant for payment for any repairs or work other than work done to correct the code violations outlined in the order of the Neighborhood Preservation and Inspection Division that were not corrected by the original due date.

**RENT REDUCTION:** At the time rent is due, the tenant shall submit copies of all invoices for the work to the landlord along with an itemized statement indicating the actual cost of repairs paid for by the tenant and lien waivers from all contractors for work done. The tenant may deduct the entire amount of those repairs for which the tenant has a payment receipt and a lien waiver from contractors and suppliers from the total amount of rent due. If the actual amount of the receipt for the work or materials exceeds one periodic rent payment, the excess shall be applied to future rents due until the entire amount paid by the tenant for the work or materials has been deducted from rent. In the event that tenants or co-tenants who pay separate rent have jointly completed the work, they may each deduct a pro rata share of the cost of the repairs from their respective rent payments.

**NOTE:** If the owner files a letter of objection (copied to the tenant) with the Neighborhood Preservation and Inspection Division within ten (10) days of receiving notice from the tenant or intent to make repairs under this ordinance, the tenant cannot reduce the rent under the provisions of this ordinance until determined eligible for rent abatement by a Hearing Examiner, pursuant to Sec. 32.04, MGO. For those items determined to be eligible for rent abatement, the landlord will reimburse the tenant