NOTICE OF CLAIM
Filed by Susan LaCava
April 10, 2026

Building Inspection (BI) refuses to acknowledge that it changed the use classification of my house to single-family residential in 1998. Because BI "lists" the house as a 2-flat, I am disqualified from participating in the Seniors Relief from Property Taxes program. (Seniors Program). BI insists that I am currently obligated to convert the house to a 2-flat. They are wrong as a matter of law.

BACKGROUND

My house was a 4-flat when I bought it in 1994. I converted it to a 2-flat in 1995. During the 1995 conversion, I asked for an extension of time for financial reasons. BI agreed to the extension because I had made substantial progress on the project. I finished the conversion in December of 1995, meeting BI's extended deadline.

In 1998, I decided that I no longer wanted to rent the second floor and had the kitchen removed. An inspector from Building Inspection ("BI") who reviewed the work suggested that my house should be classified as single-family residential as that was "its highest use." He looked to me for agreement and I agreed. The Inspector handled the paperwork and the Assessor's Office began appraising my house as single-family residential.

I lived in the house by myself for around 15 years after the use was changed to single-family. After being decimated by the Great Recession, I rented rooms on the

second floor. I was told that I could not do so and evicted the tenants. I am currently living in the house with one roomer, which is permitted for single-family residences.[1]

In 2025, 27 years after the use was changed, I applied for the Seniors Property Tax Assistance Program and was denied because my house was supposedly a 2-flat. I I pointed out to the Seniors Program that the online records from the Assessor's Office and the Zoning Department show my house as single-family residential but was rejected again because BI had no records of the 1998 change.

I researched the use classification of my house and the Assessor's Office sent me a copy of its property card. (Document 6). The last page contains handwritten notes reflecting the 1998 conversion to single-family residential: "98: CONVRT TO SF" I reapplied for the Seniors Program and attached the page from the Assessors Office to the application as proof that the use changed. BI, without any explanation, refused to consider the evidence from the Assessors Office and I was rejected again.

I appealed the rejection but my appeal was denied because Building Inspection has my house "listed" as a 2-flat. Note that the reason for rejecting me has shifted from claiming that there are no records of the 1998 change to a "listing" in BI's records. As will be shown more fully below, BI's reason for "listing" the house as a 2-flat is based on a misinterpretation of a sentence I wrote in a letter 30 years ago. BI has no legal basis for "listing" my house a a 2-flat.

LEGAL ANALYSIS

[1] The Assessor's property lookup page shows my house as containing only one dwelling unit. A single-family dwelling is a building containing one (1) dwelling unit only. MGO 29.04. The ordinance defines "family" as an individual and not more than 4 roomers. Id. My roomer assists me with tasks I can no longer do, such as heavy lifting. He is also considered family as he acts as a personal assistant. Id.

Relying on an ambiguous statement I wrote in a 1995 letter to inspector George Hank, BI contends that, after all these years, I have a current obligation to change my house to a 2-flat. BI stated in a current Order:

> This property is currently incorrectly functioning as a four unit. In accordance with the agreement reached between the owner and George Hank in 1995 a certificate of occupancy will be obtained to reflect the property being used as two units.

BI misreads the arrangement for an extension of time I made with Mr. Hank in 1995 as binding me to a continuing, current obligation to convert my house to a 2-flat. BI's theory does not withstand analysis under Wisconsin contract law.

1. <u>Failure to Prove an Offer</u>

To prove an enforceable contract, the party seeking enforcement must prove offer and acceptance. Goossen v. Estate of Standaert, 525 N.W.2d 314, 189 Wis.2d 237 (Wis. App. 1994). The first fatal flaw in BI's contract theory is that it has not provided proof of an offer. Thirty years have passed since I wrote the letter that is the basis for BI's claim that I have a current obligation to convert my house to a 2-flat. I do not remember what prompted me to write the letter. That is, I do not remember the supposed "offer." Without proof of an offer, we do not know what I "accepted."

In fact, the letter is not an acceptance. I asked for an extension of time: "I would like an extension of time so that I can recover somewhat financially from the work that has already been done." (Document 1). The letter does not respond to an offer. It is merely a request for an extension and an assurance that the work will be completed if an extension is granted.

Furthermore, the letter granting the extension of time states that the extension was granted because of substantial progress in correcting the violations. (Document 2) There is no statement that the extension was granted in exchange for a commitment to keep the house as a 2-flat.

BI's contract theory fails because it failed to prove an offer. I was free to agree to BI's suggestion in 1998 that my house be classified as single-family residential. BI has no legal basis for its "listing" of my property as 2-flat today.

2. There Is No Unambiguous Promise to Keep the House as a 2-flat Indefinitely

If we turn the analysis around and construe my letter to be an offer, the letter does not promise to keep the house as a 2-flat indefinitely. The language at issue is my statement that, "I am renting the second floor as one apartment and plan to continue to do so." I construe this language as a statement of present intent, an assurance that the project will be completed if I am granted an extension of time. BI construes this language as a promise to keep the house as a 2-flat. According to BI, the alleged promise is still current thirty years later, a virtually perpetual amount of time. This misreading is the second fatal flaw in BI's contract theory: there is no clear statement that the house will stay a 2-flat.

Wisconsin courts do not favor perpetual contracts. The first step in the analysis is to determine whether the alleged promise is unambiguous. Courts are "reluctant to interpret a contract as providing for a perpetual contractual right unless the intention of the contracting parties to provide for the same is clearly stated." Capital Invs., Inc. v. Whitehall Packing Co., 91 Wis.2d 178, 193, 280 N.W.2d 254 (1979). Words or phrases

are ambiguous when they are reasonably susceptible of more than one meaning. Capital Investments, Inc. v. Whitehall Packing Co., Inc., 91 Wis.2d 178, 280 N.W.2d 254 (Wis. 1979). BI and I construe the letter differently. The letter, therefore, is ambiguous.

In the face of this ambiguity, courts will not hold that I committed to keeping my house as a 2-flat forever, which is what I would have to have promised for me to have a current obligation after 30 years. In Consumers Ice Co. v. U. S., 475 F.2d 1161, 201 Ct.Cl. 116 (1973) it was noted that courts will be reluctant to interpret a contract as providing for a perpetual contractual right unless the intention of the contracting parties to provide for the same is clearly stated. My letter does not contain a clear statement that my obligation was indefinite. The letter's lack of a clear statement that I was going to keep the house as a 2-flat forever, defeats any argument that the obligation has lasted 30 years.

Moreover, even if a court were to reject my argument that the language is ambiguous, the Court would not hold that I am currently obligated to convert the house to a 2-flat. When the time that a contract is to endure is indefinite, courts will imply a reasonable time for the duration of the contract. Farley v. Salow, 67 Wis.2d 393, 402, 227 N.W.2d 76 (1975). I made the alleged promise in 1995. Thirty years have passed. Any court would hold that 30 years is a reasonable time and that the alleged obligation is extinguished.

For these reasons, I was free to agree to BI's suggestion in 1998 that my house be classified as single-family residential. BI has no legal basis for its "listing" my property as a 2-flat now.

3. The Parties Actions Do Not Support an Interpretation that My Supposed Obligation Is to Keep the House a 2-flat Forever

The third fatal flaw in BI's contract theory is that the parties' actions do not support BI's claim that there is a continuing obligation to convert the house to a 2-flat after 30 years. As explained above, the parties interpret the letter differently. It is, therefore, ambiguous. When a contract is ambiguous, courts may consider extrinsic evidence such as the parties conduct. Ep-Direct, Inc. v. Fellman, No. 2006AP2829, par. 17 (Wis. App. 11/21/2007), No. 2006AP2829. (Wis. App. Nov 21, 2007).

The parties' conduct in 1998 definitively proves that the parties did not intend for my obligation to last indefinitely. It was BI's idea to change the use to single-family. If there had been a continuing obligation, BI would have instead objected to the removal of the last kitchen. It did not. This conduct proves that my obligation to keep the house as a 2-flat was not intended to last forever. I was free to agree to BI's suggestion that my house be classified as single-family residential. BI has no legal basis for its "listing" my property as a 2-flat today.

4. The Statute of Limitations Extinguished My Supposed Obligation to Keep the House as a 2-Flat

The fourth fatal flaw in BI's reading of the letter is the statute of limitations. Even if we assume for the sake of argument that there was a contract imposing a continuing obligation to keep the house as a 2-flat, I breached the alleged contract in 1998 when I

had the last kitchen removed. The statute of limitations for contracts is 6 years. Wis. Stat sec. 893.43(10). The cause of action accrues when the contract is breached. Kalahari Dev., LLC v. Iconica, Inc., 340 Wis.2d 454, 811 N.W.2d 825, 2012 WI App 34 (Wis. App. 2012). In this case, the alleged breach occurred in 1998 when I removed the last kitchen from the second floor. The statute ran a very long time ago. Whatever obligation I agreed to in 1995, if any, has been extinguished by the passage of time. I have no current obligation to turn my house into a 2-flat. Whatever legal rights BI had, if any, are no longer enforceable. BI has no legal basis for listing my house as a 2-flat now.

5. <u>My Obligation to Convert the House to a 2-Flat Was Extinguished by Performance</u>

The fifth fatal flaw in BI's contract theory is that the contract, if there were one, has been extinguished by performance. When I asked for the extension of time, the only thing left to do was to remove two kitchens. (Doc. 1). A review of the building permit (Doc. 3) reveals that I had the kitchens removed, completing the conversion to a 2-flat.

By way of background, the permit lists the various tasks I was to perform. The column to the left of the list contains handwritten notations of when BI considered the task to have been completed: "OK," and the date. The requirement that I remove two kitchens is at the bottom of the last page. The Notation is "OK, 12-16-95." The notation is an admission of a party opponent and is not hearsay. Wis. Stat. sec. 908.01(4)(b). BI's admission is admissible evidence that I satisfied my obligation to remove 2

kitchens, completing the conversion to a 2-flat. My alleged obligation to turn the house into a 2-flat was extinguished by performance.“Full performance of a duty under a contract discharges the duty.”) Restatement (Second) of Contracts, sec.235(1).

Since my promise to turn the house into a 2-flat was discharged, The contract between the parties, assuming there was one, is extinguished. I was free to agree to BI’s suggestion that the house be classified as single-family residential. BI has no legal basis for its “listing” of my property as 2-flat.The contract was extinguished by performance.

6. BI Either Waived the Obligation to Obtain a Certificate of Occupancy or Is Estopped

The final issue is the last task in the building permit “obtain a new Certificate of Occupancy to reflect the change in use.” According to the annotation on the permit, BI reviewed my compliance with the building permit on December 16, 1995. BI said nothing about the Certificate of Occupancy when it performed this review. In the 30 years that passed before BI issued its current order, BI said nothing to me about a Certificate of Occupancy for a 2-flat.

'Waiver' is an intentional and voluntary relinquishment of a known right, and in order to establish a waiver the proponent must show that the person against whom the waiver is asserted had at the time knowledge, actual or constructive, of the existence of his rights or facts upon which they depended. Intent to waive may be inferred from the conduct of the parties. Hanz Trucking, Inc. v. Harris Brothers Co. (1965), 29 Wis.2d 254, 264--65, 138 N.W.2d 238. BI’s silence concerning the Certificate of Occupancy for 30 years establishes an intent to waive.

In the alternative, BI is estopped. Estoppel in pais consists of action or nonaction on the part of the one against whom the estoppel is asserted which induces reliance thereon by another, either in the form of action or nonaction, to his detriment. Id. 29 Wis.2d at 265. I reasonably concluded from BI's 30 years of silence that I had completed all of the tasks assigned during the conversion of the house to a 2-flat. I relied upon this reasonable conclusion and did nothing about the Certificate of Occupancy. BI is estopped from requiring me to obtain a Certificate of Occupancy for a 2-flat.

CONCLUSION

If this matter were to go to court, the court would hold that I do not have a current obligation to convert my house to a 2-flat. BI, therefore, has no legal basis for "listing" my house as a 2-flat. As established by the records from the Assessor's Office, my house is single-family residential and has been since 1998. I was wrongly denied participation in the Seniors Program both times that I applied.

CURRENT STATUS

BI represented that state law prohibited me from working on the second floor or the common area. (Document 5). BI also claimed that I could not use anyone but the general contractor to do work in my kitchen. (Document 7). These representations are false. State law grants me the right to do the work in the rental area that does not require a skilled trade. Wis. Stat. sec. 101.65(1)(r). This statute also gives me the right

to act as my own general contractor. I can hire my regular licensed electrician to do the work in my kitchen and I am free to do the unskilled work on the second floor myself.

Nonetheless, I tried to follow to BI' s orders, contacting numerous companies and walking some through the project. After doing all this work, I only received one bid and ran out of time.

Thankfully, I was referred to the City Attorney's office. This incident reflects a clear lack of understanding between the parties. BI does not know contract law and mistakenly believes that I have a current obligation. It took me forever to understand where they are coming from because I know contract law. It was obvious to me that I do not have a current obligation to convert my house to a 2-flat.

I am now doing non-permit work, repairing old plaster walls, painting and doing minor projects. I have the skill to do this work. I learned how to repair old plaster in 1980. This is the third old house that I have rehabbed by doing this type of work and using the money I save to hire skilled trades for the work I cannot do myself. I have attached as Document 8, a memo I wrote to the attorneys responsible for my case, explaining the work I have done.

The memo also explains that my house was heavily damaged by an invasion of squatters. A person from the City agency that provides rental rehab loans walked through the house and advised that the house needs to be brought up to a more acceptable state before a loan is considered. I need a loan before I can hire a general contractor but I cannot get a loan until I repair the house. These repairs include items identified by BI.

BI thinks that I am dodging because no permits have been issued for work on the house. BI has the cart before the horse. I must complete the work I am currently doing before I can get a loan to hire a general contractor. There will be no permits until I finish getting the house in shape.

DAMAGES

Because I was wrongfully denied admission to the Seniors Program, I had to pay $11,551.00 last year. Of the $13,433.10 due this year, I have paid $3,337.88. Moreover, denying tax assistance puts me at risk of losing my house. I would certainly claim that as damages if it were to happen as well as all future tax payments.

Submitted this 10th day of April, 2026
Electronically signed by by Susan LaCava, Wis, State Bar no.1010779

1237 Rutledge Street, Madison, WI 53703
lacavalawsc@gmail.com
608-258-1335
I prefer email and texts because I am hard of hearing. Talking on the phone is difficult.

DOCUMENTS

Document 1 - My letter to BI inspector George Hank.

Document 2 - George Hank letter granting an extension of time.

Document 3 - last page of 1995 building permit

Document 4 - last page of Assessor's property card

Document 5 - First page of what comes next letter from BI

Document 6 - email from inspector Joe Sponem

Document 7 - My memo re work progress.