



City of Madison
Meeting Minutes - Amended
LANDLORD AND TENANT ISSUES
SUBCOMMITTEE

City of Madison
Madison, WI 53703
www.cityofmadison.com

Thursday, July 20, 2006

4:30 PM

Room LL-130 - Madison Municipal Building

1. CALL TO ORDER

The meeting was called to order at 4:37 p.m. by Vice Chair Brink.

2. ROLL CALL

Present: Austin W. King, Curtis V. Brink, Philip P. Ejercito, Detria D. Hassel, Rose M. LeTourneau and David R. Sparer

Absent: Michael E. Verveer

3. APPROVAL OF MINUTES

LeTourneau moved approval of the minutes, second by Sparer with unanimous approval.

4. PUBLIC COMMENT

No appearances.

5. NEW BUSINESS ITEMS

Amending Section 32.07(5) of the Madison General Ordinances to require separate Check-In and Check-Out forms for rental properties.

Sponsors: Brenda K. Konkel and Michael E. Verveer

Return to Lead with the Recommendation for Approval to the HOUSING COMMITTEE Nancy Jensen of the Apartment Association of South Central Wisconsin appeared in opposition. She questioned why this amendment is being proposed. Why make separate check-in and check-out sheets? She passed out forms they use and they have their check-in and check-out on the same form for legal reasons. This is a 4-part form that is filled out during check-in. The tenant gets a copy of this form and they sign it that they have received it. This same 4-part form is used in the check-out process. She believes this is just creating a loophole in having to provide a check-out form, having to verify that the tenant received this form, plus a resident is not going to do a check-out on their own as the landlord will be doing this. She would like to know what is driving this proposed ordinance amendment and is there an issue that could be addressed in a better way.

Sparer noted this proposed amendment is to give the tenant a form to fill out. There have been circumstances when the tenant and landlord have not been able to meet at a mutual time for a joint check-out. Jensen noted that a tenant should never fill out the check-out by themselves; this is to be a joint inspection. Sparer noted a scenario of a tenant who has been renting for 10 years. They would have to hang on to the form for 10 years. Jensen noted the tenant would get the check-out form (back 2 pages of the form) to be used when the tenant checks out. Jensen stated if the tenant is not able to check-out with the landlord, they should have a copy of the form and they make their notes on the form and take pictures of the property as to how they left the apartment. The tenant should be keeping a copy of the check-in form that was provided to them by the landlord. King noted that all this ordinance would do to this procedure is require the second to the last sheet be sent to the tenant 2-4 weeks prior to vacating. Jensen stated it would have to be sent certified mail in order to have proof that this was sent. The existing ordinance states that the burden of proof is on the landlord to prove that they sent the check-out form to the tenant. Sparer noted this is currently in the ordinance and this is not being changed. The person who mailed or delivered the check-out form could testify before the court commissioner that they are the one who delivered or mailed the check-out form. This would be proof in the courts.

Michael Greiber appeared in opposition. There are 4 carbons of the check-in/check-out form at the time of check-in and the tenant would have kept one copy at that time. If the tenant and landlord are not able to attend the check-out together, the tenant could fill out this copy and forward it to the landlord. There isn't any reason to send another form to the tenant before they move. This would lead to more confusion. If the landlord and tenant do a check-out together, they both sign the form, the tenant leaves a forwarding address and the tenant gets the last sheet. Another sheet is mailed to the tenant with the reconciliation of the security deposit. A problem is that tenants leave early and the landlord mails the form to this address and they don't get this form. Sparer asked if there are a set of instructions mailed to tenants that are moving out in regard to check-out. Greiber noted the instructions are mailed to tenants about cleaning their apartment before they vacate and a forwarding address is required for mailing their security deposit. In the campus area, this is sent in April as many tenants leave in May. For other areas, this information is sent 1 month to 6 weeks before the lease expires.

Becky Anderson appeared in opposition. They don't make appointments for check-out as there are only 2 staff people. The check list for vacating the premises is hand-delivered. She noted that they have a hard time getting the

check-in forms back from the tenants. The double form seems to work best for them. They urge tenants to take pictures of their apartments for check-out.

Steve Carns appeared in opposition. He is a small landlord with 5 units. They would like to expand but they are so paperwork intensive now. They send information to the tenants but they never get a response and if called they comment that they lost the form. The documentation is what gets him as they need a record that they delivered the forms. The 4-part form is a very convenient form with check-in and check-out on the same sheet. Carns stated that anything that is not documented by either the tenant or mailman certifying that this was delivered, makes it hard to prove anything.

Scott Faust appeared in opposition. He agrees with the testimony previously given. He has been in the business for 19 years. He would like to know what the problem is with the check-in/check-out procedure?

King made a motion to approve the ordinance, second by Sparer. Sparer made a friendly motion to change 30 days to 60 days to make a broader period. King noted the language be changed to mailed, delivered or otherwise provided by the landlord. The language should be changed to not less than 7 days and no more than 60 days. The amended motion was seconded by Sparer. Brink noted this creates another loophole and abuse. There is no penalty to the tenant if the check-in sheet is not sent back to the landlord in 7 days. The check-out form is only a loophole if you are trying to get out of your damages. This is creating a loophole that is a travesty that is going to clog up the courts. LeTourneau understand the need to clarify this. Landlords thought they were complying with the ordinance with the check-in/check-out forms being given at the beginning of the tenancy. She has seen the City Attorney's opinion about putting language on the form to inform the tenants of the need to keep the form for their use if they chose to do that in check-out. She wondered why we couldn't have looked at this opinion as to an answer to the problem. To require this with the time frame and the burden of proof, there is a better way. The motion was approved on a vote of 5-2 (LeTourneau, Brink).

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Creating Section 32.17 of the Madison General Ordinances to establish regulations for self-help repairs of leased premises by tenants as an alternative to rent abatement, and amending Section 32.04(2) of the Madison General Ordinances to establish a procedure for notice of eligibility to seek self-help repairs.

Sponsors: Austin W. King and Michael E. Verveer

Vickie Koger, representing ACORN (Association of Community Organization for Reform Now), appeared in support. If there is a complaint to the landlord and nothing is done within 10 days or whatever, then you could repair the problem, give the receipt to the landlord and let him know it has been repaired. A portion of the rent could be withheld and put it in a receipt so you have proof until it has been repaired.

Barry Hayes appeared in support. Right now the proposed ordinance states the tenant would write a letter to the landlord within 10 days after the original due date of the building inspector stating the tenant's intent to make self-help repairs. This is a long drawn out process. He would like to see when the building inspector determines there is a repair problem, the tenant could send a letter along with that statement from the building inspector stating the tenant will have the problem repaired after the due date if the landlord doesn't address it instead of giving them another 10 days. If there are

problems with a common area, then the tenants affected by this problem could have money deducted from each of their rent over the repair cost.

Mrs. Vivian Allen, representing Allied Drive/Dunn Marsh Neighborhood Association and ACORN, appeared in support. This makes sense. Instead of being frustrated with landlords who keep repeating the needs that need to be met for additional repairs, the tenants should have the right to reduce the cost out of the rent and get the work done themselves.

Ryan Spangler appeared in support. They came up with this idea at ACORN. They did some research and found out that this ordinance exists in Chicago and in California. Landlords are not doing the required repairs to rental units. He doesn't know why the landlord would need to be notified by the tenant after the orders are due and given another 10 days to make the repairs. He feels tenants should have the right to pool their rental deductions for common areas.

Nancy Jensen, representing the Apartment Association of South Central Wisconsin, appeared in support. Discussion has been held prior about landlord registration. It was determined that there are lists of landlords but another issue was the egregious offenders/landlords. A list was furnished by the Inspection Unit and City Attorney of who the major offenders were. These are landlords who are in noncompliance with the Inspection Unit. Jensen had questions on (7) Lien Waivers. There needs to be language to make sure residents recognize that there isn't anything cavalier about doing this. If the work does not meet code or if there is not a lien waiver provided, they would not be eligible for rent abatement or be eligible for reduced rent. It has to be clear that the contractor has to be licensed, the lien waivers have to be provided and the work has to meet the codes and accepted by the Inspection Unit. She did not recall talking about (8) Eviction or Retaliation Prohibited and the language midway through regarding "until six months after certification by the Inspection Unit . . .". Sparer noted this is a quote from the Rent Abatement Ordinance. This may need better explanation. She has had one person request that the 10 day letter be changed to a 14 day letter. Their board did not discuss this at their meeting and she has no strong opinion on this issue.

Sparer moved to put this on the next agenda for further discussion, second by LeTourneau with unanimous approval.

Tenant Resource Center Update - will be taken up at next meeting due to time constraint.

Review of the Rent Abatement Pamphlet - will be taken up at next meeting due to time constraint.

6. OLD BUSINESS

There wasn't time to take up Water Utility bill mailing and bail schedule update. This will be heard at the next meeting.

7. ADJOURNMENT

The meeting was adjourned at 6:12 p.m. upon motion by Verveer, second by Sparer.