

ORDINANCE 2026-02 OF THE ORDINANCES FOR THE CITY OF MENOMONIE FOR 2026.

An ordinance repealing and recreating Title 9 Chapter 2 Residential Rental Properties.

THE COMMON COUNCIL OF THE CITY OF MENOMONIE DO ORDAIN AS FOLLOWS:

Section 1. Title 9 Chapter 4 of the City Code is hereby repealed and recreated in its entirety to read as follows:

CHAPTER 2
RESIDENTIAL RENTAL PROPERTIES

SECTION:

9-2-1: Definitions

9-2-2: Registration Required

9-2-3: Application For Rental Property Registration

9-2-4: Exemptions From Rental Property Registration

9-2-5: Voluntary Rental Inspections

9-2-6: Complaint Based Rental Inspections

9-2-7: Additional Regulations

9-2-8: Neighborhood Stabilization and Enhancement Districts

9-2-9: Proactive Rental Inspection Program

9-2-10: Consent for Inspections

9-2-11: Notice Of Violation

9-2-12: Correction of Violation

9-2-13: Rent Abatement

9-2-14: Retaliation

9-2-15: Penalty

9-2-16: Other Available Remedies

9-2-17: Severability

9-2-1: DEFINITIONS: Definitions: The following terms, whenever they occur in this chapter, are defined as follows:

ATCP: Wisconsin Department of Agriculture, Trade and Consumer Protection Administrative Code, as amended.

APPLICABLE BUILDING CODE: The edition of the State or local Building, Mechanical, Electrical, or Plumbing Code in effect when the building was built, added to, or altered.

DETERIORATION: The condition of a residential rental unit or part thereof, characterized by breaks, holes, rot, crumbling, cracking, peeling, rusting, or other evidence of physical decay or neglect, excessive use of or lack of maintenance.

DILAPIDATED: Describes a residential rental unit, structure, or part thereof which is in a state of ruin or shabbiness resulting from neglect. The term implies a hazard to life or property.

DWELLING UNIT: Any room or group of rooms located within a residential rental unit and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating.

EXTERMINATION: The control and elimination of insects, rodents, or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food by poisoning, spraying, fumigating, trapping, or any other recognized and legal pest elimination methods approved by the local, County, or State authority having such administrative authority.

GARBAGE: The animal and vegetable waste resulting from the handling, preparation, cooking, serving, and consumption of food.

GUEST: A temporary invitee residing in a dwelling unit for a period up to, but not exceeding, fourteen (14) days within any three-month period.

HABITABILITY VIOLATION: Has the same meaning as Wis. Stat. § 66.0104(1)(ah).

INFESTATION: The excessive presence within or around any dwelling of any insects, rodents, or other pests.

NEIGHBORHOOD STABILIZATION AND ENHANCEMENT DISTRICT: A district in which the common council has found that there is evidence of blight, high rates of building code complaints or violations, deteriorating property values, or increases in single-family home conversions to rental units.

OWNER: Has the same meaning as ATCP § 134.02(7). Owner may also include a Landlord as defined by ATCP § 134.02(5).

OWNER'S AGENT: Individual authorized to act on behalf of an owner, including, but not limited to, a landlord as defined in ATCP § 134.02(5).

PERMISSIBLE OCCUPANCY: The maximum number of unrelated persons permitted to reside in a dwelling unit.

RENTAL AGREEMENT: Has the same meaning as defined by Wis. Stat. § 701.04(3m) and includes a lease as defined by Wis. Stat. § 704.01(1).

RESIDENTIAL RENTAL UNIT: Means a structure containing one or more dwelling units, which is leased or rented from, or otherwise occupied by permission of the owner or other person in control of such unit(s).

RUBBISH: Solid waste consisting of paper, cardboard, plastic containers, yard clippings, wood, and other combustible refuse, cans, glass, or crockery.

SPACE HEATER: A self-contained heating appliance of either the circulating type or the radiant type intended primarily to heat one room.

TENANT: A person occupying or entitled to occupy a residential rental unit under a rental agreement, a periodic tenant as defined by Wis. Stat. § 704.01(2), or a tenant at will, as defined by Wis. Stat. § 704.01(5).

UNSANITARY CONDITION: A condition constituting a danger or hazard to the health of a person or persons occupying or frequenting a dwelling unit.

WIS. STAT.: Wisconsin Statutes, as amended.

9-2-2: REGISTRATION REQUIRED:

A. **Findings and Purpose:** The common council of the City of Menomonie hereby finds and declares that in order to ensure proper enforcement of the City's building, fire, zoning, and health codes, ensure proper repair and maintenance of residential rental units within the City of Menomonie, and to safeguard persons, property, and general welfare, a program of residential rental registration is necessary. The common council has determined that, in order to best safeguard the health, safety, and general welfare of the public and to expeditiously process enforcement issues, it is necessary to maintain a listing of current residential rental unit owner contact information.

B. **Registration:** No person, firm, corporation, or other organization shall operate or maintain a residential rental unit in the City without first having registered the property as required under this chapter. Any owner of a residential rental unit must register the property on an application form provided by the Inspection Department by July 22, 2019, for rental units existing on the effective date of this chapter, or within thirty (30) days of full or partial occupancy of any newly constructed residential rental unit or any existing property converted to a residential rental unit.

9-2-3: APPLICATION FOR RENTAL PROPERTY REGISTRATION:

A. Application shall be made on a written form provided by the Inspection Department. The application shall be submitted to the building inspector as required by this chapter. The application shall require one name of an owner or authorized contact person and an address, telephone number, and if available, an electronic mail address or other information necessary to receive communications by other electronic means at which the person may be contacted.

B. Registration fees of ten dollars (\$10.00) per residential rental unit shall be paid at the time of application. A one-time fee of ten dollars (\$10.00) shall also be charged for the registration of

a change of ownership or management of a residential rental unit or change of contact information for a residential rental unit.

9-2-4: EXEMPTIONS FROM RENTAL PROPERTY REGISTRATION:

The following are hereby exempted from registration as required by this chapter:

- A. Code compliant hotel and motel units occupied by transient guests for short periods of time.
- B. Owner-occupied one-family and the owner-occupied portion of two or more family residential properties.
- C. Government-owned properties, including federal, state, county, including, but not limited to, properties owned by the City of Menomonie, School District of the Menomonie Area, Dunn County, and the University of Wisconsin-Stout.
- D. Jails, convents, monasteries, parish rectories, parsonages, and similar facilities.
- E. Rest homes, convalescent homes, nursing homes, hospitals, assisted-living centers, community-based residential facilities, adult homes, and other facilities licensed or certified by the Wisconsin Department of Health Services.

9-2-5: VOLUNTARY RENTAL INSPECTIONS:

A. The building inspector, at the request of the residential rental unit owner or owner's agent, may inspect any property to determine the condition of residential rental units and dwelling units located within the City in order to perform the duties of safeguarding the health and safety of the occupants and general public.

B. As part of the voluntary rental inspection, the Inspection Department shall establish a maximum permissible occupancy load for each dwelling unit except for residential rental units occupied by a single family. This number does not include guests as defined in this chapter.

C. The following fees shall be prepaid for voluntary rental inspections:

Single dwelling unit \$30.00

Two or more dwelling units \$30.00 plus \$20.00 for each additional dwelling unit
beyond a single dwelling unit.

9-2-6: COMPLAINT BASED RENTAL INSPECTIONS:

Except as otherwise provided in Wis. Stat. 66.0104(2)(e)2, if a complaint is filed with the Inspection Department by a tenant of a residential rental unit, the building inspector may at the request of a tenant, after providing the owner or owner's agent of the residential rental unit reasonable notice, perform an inspection of property where the tenant is staying to inspect the complaint. If the inspection reveals a violation of this chapter, the owner or owner's agent will be charged a seventy-five dollar (\$75.00) special inspection fee if the violation is not cured within thirty (30) days of notice of the violation.

9-2-7: ADDITIONAL REGULATIONS:

The following requirements shall be met for all residential rental units subject to this chapter:

A. Life And Safety:

1. Egress: Every dwelling unit shall have access to two (2) or more safe and unobstructed means of egress leading to safe and open space at ground level, or as otherwise required by the applicable Building Code.
2. Smoke Detectors: The owner of any residential rental unit within the scope of this section shall install and maintain a smoke detector in compliance with the applicable Building Code in effect when the residential rental unit was built. For all newly constructed or remodeled residential rental units, the owner shall install and maintain a smoke detector:
 - a. At the head of every open stair on each floor level;
 - b. At the door leading to every enclosed stair on each floor level, including the basement; and
 - c. In each sleeping area.
3. Fire Extinguishers: The owner of a residential rental unit shall install and maintain a fire extinguisher available to all occupants within a walking distance of seventy five feet (75') from any place within the residential rental unit. Each fire extinguisher shall have a minimum rating of 3A40BC.
4. Carbon Monoxide Detector: Every dwelling unit with a fuel fired appliance or attached garage shall have at least one functioning carbon monoxide (CO) detector on each floor level or as required under the applicable Building Code.
5. Electrical: All electrical work shall conform to the applicable edition of the National Electrical Code. The applicable code is that which was in effect when the subject work was legally completed. Older residential rental properties existing prior to the NEC shall comply with NFPA 73, Electrical Standards for Existing Dwellings.
6. Plumbing: All plumbing shall conform to the applicable edition of the Wisconsin State Plumbing Code.
7. Mechanical: All mechanical work shall conform to the applicable edition of the UDC or Commercial Mechanical Code. At the discretion of the inspector, any carbon monoxide producing appliance suspected of not being maintained or properly vented shall be inspected by a Wisconsin certified HVAC installer chosen by, and at the sole cost of the owner or owner's agent of the residential rental unit. The inspection report shall be provided to the inspector and any required repairs shall be completed.
8. Space Heaters: No owner, owner's agent, or occupant shall allow to be used or use any portable electric, gas, or oil space heater or any portable, unvented space heater fueled by natural gas, kerosene, alcohol or other fuel, or allow any wood-burning space- heating units.

9. Flammable Liquids Within Structure: No owner, owner's agent or occupant of any dwelling unit shall allow any motorcycle, lawn mower, gas cans, or any item that contains, or has contained, flammable liquids to be stored inside any dwelling unit.

B. Exterior Conditions:

1. Foundations, Basements, And Cellars: Foundations, basements, and cellars shall be weathertight, watertight, and rodent proof.

2. Roofs: All rainwater shall be so drained from the roof so as not to leak or cause dampness inside the dwelling unit and so drained as to not allow standing water or water damage to the residential rental unit.

3. Siding: The walls shall be covered with an approved permanent weather resistant siding. All exterior walls, eaves, soffits, trim, and similar surfaces shall be free from deterioration, holes, breaks, and loose or rotting boards.

4. Stairs And Porches: Every inside and outside stair, porch, handrail, and guardrail shall be kept in sound condition and good repair. Such stairs and porches shall be kept free of refuse or stored material. Interior furniture is not allowed on porches without enclosing walls.

5. Storm Windows; Exterior Doors: From November 1 to March 31, every window serving a habitable room shall be provided with storm windows, except that insulated windows need not be provided with storm windows. Each exterior door, other than an insulated door, shall be supplied with a storm door. All such storm windows and doors shall be maintained in reasonably good repair and shall be reasonably weathertight.

a. Windows; Exterior Doors: From May 1 to September 1, every doorway or window used or intended to be used for ventilation, and opening directly from a dwelling unit to outside space, shall have supplied properly fitting screens having at least 16-gauge mesh.

6. Window Appearance And Operability: All windows shall be free from cracks and holes and shall be easily operable if required for ventilation.

7. Garbage Disposal: Every dwelling unit shall be supplied with adequate garbage disposal facilities or garbage storage containers with tight fitting covers for the disposal of garbage and rubbish.

8. Location Of Garbage Facilities: Garbage storage areas, facilities, or containers shall not be located in the front yard or street side yard except for pick up, provided that no such material shall be so placed for longer than twenty four (24) hours preceding collection or twelve (12) hours after collection, or, if there is no collection, for more than forty eight (48) hours.

9. Exterior Drainage: Grading and site drainage shall be designed and installed such that the stormwater flows away from the residential rental unit so as not to cause damage or entry into the structure or which would create a nuisance to neighboring properties.

10. Accessory Structures: All accessory structures shall be maintained in a state of reasonably good repair. All exterior appurtenances or accessory structures which serve no useful purpose and are in a deteriorated or dilapidated condition, which are not economically repairable shall be

removed. Such structures shall include, but are not limited to, porches, entrance or egress platforms, garages, carports, fences, and sheds.

C. Interior Conditions:

1. Every dwelling unit shall have heating appliances which are capable of safely and adequately heating all habitable rooms and bathrooms to a temperature of at least sixty seven degrees (67°) with an outside temperature of minus twenty five degrees (-25°) without forcing the heating facilities beyond safe capacity.
2. Structurally sound handrails shall be provided on all interior stairs in accordance with the applicable Building Code.
3. Functioning door exit hardware shall be provided on all doors from habitable rooms. Hasp type locks are prohibited.
4. Bathroom, bathing, and shower room floor finish materials shall have a smooth nonabsorbent surface capable of being maintained in a sanitary condition.
5. Bathrooms shall have natural ventilation or a mechanical fan capable of exhausting fifty (50) cubic feet per minute (CFM).
6. Clothes dryer exhaust ducts shall be constructed of smooth metallic material. The duct size shall be four inch (4") minimum. The first eight feet (8') of duct from the dryer may be flexible metallic transition duct. All dryer exhaust shall be ducted to the outside.
7. Exits and exit passageways shall be a minimum of two feet eight inches (2'8") clear unless an increased width is required by another applicable Building Code.
8. Interior surfaces including windows and doors shall be maintained in good, clean, and sanitary condition. Peeling, chipping, or flaking paint shall be repaired, removed, or covered. Loose plaster or drywall, decayed wood, and other defective surface conditions shall be repaired. Unsanitary conditions shall be corrected.
9. Every occupant of a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests on the premises if the occupant's single dwelling unit is the only unit within a multi-unit dwelling with an infestation.
10. Whenever an infestation is caused by the failure of the owner to maintain a residential rental unit in a rodent-proof or reasonably insect-proof condition, any extermination shall be the sole responsibility of the owner. Whenever infestation occurs in two (2) or more dwelling units, or in a shared or public part of any residential rental unit, extermination shall be the responsibility of the owner of the residential rental unit.

9-2-8: NEIGHBORHOOD STABILIZATION AND ENHANCEMENT DISTRICTS:

- A. Neighborhood Stabilization and Enhancement Districts: The following Neighborhood Stabilization and Enhancement Districts have been established:
 1. NSED #1 is a neighborhood southeast of the University of Wisconsin – Stout campus with a large number of residential rental units that have building code complaints and

large number of single-family home conversions to residential rental units. NSED #1 is the neighborhood bounded by the following:

- a. The east line of 5th Street East from the main channel of Galloway Creek to the south line of 14th Avenue East.
- b. The south lines of 14th Avenue East and Dairyland Road from the east line of 5th Street East to the north and south quarter section line of Section 36, Township 28 North, Range 13 West.
- c. The north and south quarter section line of Section 36, Township 28 North, Range 13 West from the south line of Dairyland Road to the north branch of Galloway Creek.
- d. The north branch of Galloway Creek from the north and south quarter section line of Section 36, Township 28 North, Range 13 West to the main channel of Galloway Creek.
- e. The main channel of Galloway Creek from the north branch of Galloway Creek to the east line of 5th Street East.

B. Creation and Amendment of Neighborhood Stabilization and Enhancement Districts: The Common Council may from time to time establish or amend the district boundaries of a Neighborhood Stabilization and Enhancement District listed in section 9-2-8. A. as follows:

1. The Common Council shall introduce a proposed ordinance establishing or amending the district boundaries and refer it to the Plan Commission for review and recommendation. The proposed ordinance shall include a summary of the conditions that exist therein that warrant establishing or amending the district and a legal description of the district's boundaries.
2. The City Clerk shall give notice of a public hearing regarding the proposed ordinance establishing or amending the district boundaries as follows:
 - a. Publish a notice of public hearing as a Class 2 Notice pursuant to Wis. Stat. Ch. 985.
 - b. Mail a notice of public hearing by first class mail to the owners of record of all properties within the boundaries of the district to be established or amended. Such notice shall be sent to such address as is reflected on the records of the assessor for the City. Such notice shall be mailed at least ten (10) days prior to the date of the public hearing. Notification by mail shall consist of a copy of the notice of public hearing, as well as a map showing the proposed neighborhood stabilization and enhancement district boundaries. Additional information may be included at the discretion of the City.
3. The Plan Commission shall review the proposed ordinance establishing or amending district boundaries after which it shall recommend approval of, recommend denial of, or return the proposed ordinance to the Common Council without a recommendation.

4. A public hearing shall be held before the Common Council to gather public input regarding the proposed ordinance establishing or amending district boundaries.
5. After receipt of the Plan Commission's recommendation and after conducting the public hearing, the Common Council shall consider adoption of the proposed ordinance establishing or amending neighborhood stabilization and enhancement district boundaries.

9-2-9: PROACTIVE RENTAL INSPECTION PROGRAM:

- A. Findings and Purpose: The Common Council of the City of Menomonie hereby finds that a significant percentage of City Code complaints and violations occur at Residential Rental Units and that the conditions that exist at these Residential Rental Units adversely affect the Tenants, as well as the neighbors and neighborhoods in which the Residential Rental Units are located. The Common Council further finds and declares that it is necessary to establish a program of regularly scheduled, systematic inspections of residential rental units within Neighborhood Stabilization and Enhancement Districts within the City to ensure that the residential rental units provide safe, decent, and sanitary living conditions for tenants living in the residential rental units, to protect the health, safety, and welfare of the public, and to prevent blighted conditions within the City.
- B. Except for residential rental units exempted by Section 9-2-9. I., proactive rental inspections of all residential rental units within a Neighborhood Stabilization and Enhancement District shall be conducted at least every other calendar year, provided that the interval between those inspections does not exceed twenty-seven (27) months.
- C. If no habitability violation is discovered during a proactive rental inspection, the city may not perform a proactive rental inspection on the residential rental unit for at least five (5) years.
- D. If a habitability violation is discovered during a proactive rental inspection and the habitability violation is corrected within the timeline provided in the notice of violation pursuant to Section 9-2-11, the city may not perform a proactive rental inspection on the residential rental unit for at least five (5) years.
- E. If a habitability violation is discovered during a proactive rental inspection and the habitability violation is not corrected within the timeline provided in the notice of violation pursuant to Section 9-2-11, the City shall require a proactive rental inspection on the residential rental unit at least every other calendar year, provided the interval between those inspections does not exceed twenty-seven (27) months.
- F. If a habitability violation is discovered during a complaint based rental inspection on a residential rental unit within a Neighborhood Stabilization and Enhancement District and the habitability violation is not corrected within the timeline provided in the notice of violation pursuant to Section 9-2-11, the City shall require a proactive rental inspection on the residential rental unit at least every other calendar year, provided the interval between those inspections does not exceed twenty-seven (27) months.

G. Proactive Rental Inspection Program Fee Schedule:

Inspection of a residential rental unit in which no habitability violation were found. \$0

Inspection of a residential rental unit in which one (1) or more habitability violation(s) were found and were corrected within the deadline listed in the notice of violation. \$0

Initial program inspection of a residential rental unit in which one (1) or more habitability violation(s) were not corrected within the deadline listed in the notice of violation. \$90

Second or subsequent inspections, including reinspection) of a residential rental unit in which one (1) or more habitability violation(s) were not corrected within the deadline listed in the notice of violation. \$150

H. Proactive rental inspection fees shall be collected as a special charge as provided in Wis. Stat. § 66.0627, and entered on the tax roll if unpaid, or may be collected in any other manner allowed by law. The enactment of this ordinance shall constitute notice to property owners of such charge. It shall be a violation of section 9-2-14 for any owner or owner's agent to impose upon any tenant any such property inspection or reinspection fee.

I. Exemptions: The following are exempt from proactive rental inspections:

1. Code compliant hotel and motel units occupied by transient guests for short periods of time; and,
2. Owner-occupied one-family and the owner-occupied portion of two or more family residential properties; and,
3. Government-owned properties, including federal, state, county, including but not limited to properties owned by the City of Menomonie, School District of the Menomonie Area, Dunn County, and the University of Wisconsin-Stout; and,
4. Jails, convents, monasteries, parish rectories, parsonages, and similar facilities; and,
5. Rest homes, convalescent homes, nursing homes, hospitals, assisted-living centers, community-based residential facilities, adult homes, and other facilities licensed or certified by the Wisconsin Department of Health Services; and,
6. Residential rental units less than eight (8) years old.

9-2-10: CONSENT FOR INSPECTIONS

A. Voluntary rental inspections, complaint based rental inspections, and proactive rental inspections shall only be conducted:

1. In an occupied residential rental unit with voluntary written consent from an adult tenant who is present at the time of the inspection;

2. In a vacant residential rental unit with consent from the owner or owner's agent who is present at the time of the inspection; or
3. Upon obtaining a special inspection warrant pursuant to Wis. Stat. § 66.0119.

9-2-11: NOTICE OF VIOLATION:

A. Whenever the Inspection Department determines from a complaint based inspection or a proactive rental inspection that there are reasonable grounds to believe there has been a violation of any provisions of this chapter, or of any rule or regulation adopted pursuant thereto, they shall give written notice of such alleged violation to the registered property owner or authorized contact person. Such notice shall:

1. Be put in writing;
2. Include a detailed statement of the reasons why it is being issued;
3. If a habitability violation is discovered, include a detailed statement of the habitability violation(s) found and the exact location of the habitability violation(s);
4. Include deadlines as determined by the inspector to correct any violations other than habitability violations;
5. Include deadlines to correct the habitability violation(s) of a period not less than thirty (30) days except in cases which the habitability violation(s) expose a tenant to imminent danger where the deadline may be less than thirty (30) days;
6. Be served upon the owner or authorized contact person by first-class mail at the registered address and by electronic mail, if available; and
7. Provide a copy to the tenant by first-class mail and electronic mail if available.

9-2-12: CORRECTION OF VIOLATION:

- A. Owner shall address all items within the notice of violation issued under section 9-2-11 within the time period listed therein and notify the Inspection Department in writing when ready for a reinspection.
- B. Owner or owner's agent shall coordinate access with the tenant and accompany the Inspection Department on the reinspection.
- C. If the notice of violation is found to have been corrected, the Inspection Department shall notify the owner and tenant of such by regular mail and electronic mail, if available.
- D. If the notice of violation is found not to have been corrected, the owner shall continue efforts to address the notice of violation as stated in section 9-2-12. A.

9-2-13: RENT ABATEMENT:

- A. **Findings and Purpose:** The common council of the City of Menomonie hereby finds that in order to prevent conditions that materially affect the health or safety of a tenant and to prevent conditions which substantially affect a tenant's use and occupancy of a residential rental unit

within the City of Menomonie, it is necessary that such tenants be authorized to abate an appropriate portion of their rental payments under the provisions of this section.

B. Eligibility: Notwithstanding any other provision of law or any agreement, the tenant of a residential rental unit for which correction of the habitability violation was not completed by the deadline listed in the notice of violation shall be eligible to abate a portion of total rental payments, not to exceed one hundred percent (100%) of total rent, in accordance with this section if all of the following are true:

1. The owner of tenant's residential rental unit did not correct the habitability violations listed in the notice of violation by the deadline listed therein;
2. The Inspection Department issues a rent abatement determination;
3. The owner does not appeal the rent abatement determination, the Board of Appeals approves the rent abatement determination, or the Board of Appeals approves the rent abatement determinations with specific modifications;
4. The tenant is current on rent; and
5. The tenant is not currently under a notice terminating tenancy under Wis. Stats. §§ 704.16, 704.17, or 704.19.

C. Rent Abatement Application: The tenant of a residential rental unit for which Correction of Violation was not completed by the deadline listed in the Notice of Violation may submit a Rent Abatement Application to the Inspection Department on the form provided by the Inspection Department.

D. Rent Abatement Determination: If the Tenant of a Residential Rental Unit for which correction of the habitability violation was not completed by the deadline listed in the notice of violation files a rent abatement application under section 9-2-13. C, the Inspection Department shall prepare a rent abatement determination within thirty (30) days. Such determination shall:

1. Include a copy of the rent abatement application submitted by the tenant.
2. Include the Inspection Department's findings regarding the rent abatement application including the rent abatement amount and duration.
3. Include information regarding the owner's right to appeal the rent abatement determination.
4. Be served upon the owner by first class mail and electronic mail, if applicable, at the registered address.
4. Be served upon the tenant by mail or electronic mail.

E. Rent Abatement Determination Appeal: If the owner wishes to appeal the rent abatement determination, the owner may submit a rent abatement determination appeal request within thirty (30) days of the rent abatement determination to the City Clerk on the form provided by the Inspection Department.

F. Rent Abatement Determination Appeal Hearing: If a rent abatement determination appeal is received, the City Clerk shall schedule a rent abatement determination appeal hearing before the Board of Appeals within thirty (30) days of receipt of the rent abatement determination appeal, as follows:

1. The city clerk shall give notice of a rent abatement determination appeal hearing. Notice shall be mailed by first class mail to the owner and tenant at least ten (10) days prior to the date of the rent abatement hearing.
2. The Board of Appeals shall hold a rent abatement determination appeal hearing. The Hearing shall be conducted as follows:
 - i. The Board of Appeals shall conduct the appeal hearing on the request for authorization for rent abatement, shall administer oaths to all witnesses and may issue subpoenas upon request of the parties. So far as practicable the rules of evidence in Wis. Stat. § 227.45 shall be followed. The owner or owner's agent and the tenant may be represented by counsel or other representative, may call and examine witnesses and cross-examine witnesses of the other party. All proceedings and testimony shall be recorded. If a review is sought of the Board of Appeals' decision, a written transcript shall be prepared at no cost to the parties, provided however that a reasonable fee may be charged for copies. For all other purposes, a copy of the recordings shall be supplied to anyone requesting the same at the requester's expense. If either party requests a stenographic recording and transcription, the clerk shall make the necessary arrangements, but the expense shall be borne by the requesting party.
 - ii. If the owner or owner's agent filed a request for a hearing, it is the owner or owner's agent burden to show by the preponderance of the evidence that any habitability violations were negligently or willfully caused by the tenant or the tenant's guests or that the tenant's refusal to allow entry prevented the owner or owner's agent from making the corrections in a timely manner. Thereafter, the tenant has the burden to show that any such refusal was reasonable under the circumstances.
 - iii. Either party may present additional evidence on the nature, extent, and seriousness of violations, the length of time conditions existed and the extent to which the tenant was deprived of the full use of the residential rental unit.
 - iv. After hearing the evidence provided, the Board of Appeals shall approve, approve with specific modifications, or reject the rent abatement determination.

G. Rent Abatement Duration: Rent abatement, at the percentages listed in the rent abatement schedule in section 9-2-13. H., shall commence on the deadline date listed on the notice of violation and terminate on the date the correction of habitability violation was confirmed by reinspection by the inspection department.

H. Rent Abatement Schedule:

Habitability Violation	% of Rent Abatement
Wis. Stat. § 66.0104(1)(ah)1 Hot Water	
100°F to 120°F	10%
< 100°F	25%
Wis. Stat. § 66.0104(1)(ah)2 Heating Facilities	
55°F to 67°F	20%
< 55°F	75%
Wis. Stat. § 66.0104(1)(ah)3 Electrical	
1 or more non-functional electrical outlets	10%
1 or more non-functional lights	5%
Exposed and/or ungrounded wiring	50%
No electricity	75%
Wis. Stat. § 66.0104(1)(ah)4 Structural	
Unsafe so that a kitchen, bathroom or bedroom room is ordered vacated	75%
Unsafe so that any other room is ordered vacated	40%
Wis. Stat. § 66.0104(1)(ah)5 Plumbing and 6 Sewage Disposal	
Non-functional kitchen or bathroom sink	45%
Non-functional bathtub or shower (if only)	30%
Non-functional bathtub or shower (not only)	10%
Non-functional toilet (if only)	50%
Non-functional toilet (not only)	10%
Wis. Stat. § 66.0104(1)(ah)7 Smoke / Carbon Monoxide Detectors	
Non-functional smoke detectors and/or carbon monoxide detectors	10%
Wis. Stat. § 66.0104(1)(ah)8 Insects / Rodents	
Unsafe so that a kitchen, bathroom or bedroom room is ordered vacated	75%
Unsafe so that any other room is ordered vacated	25%
Wis. Stat. § 66.0104(1)(ah)9 Mold	
Unsafe so that a kitchen, bathroom or bedroom room is ordered vacated	75%
Unsafe so that any other room is ordered vacated	25%

Note: Rent Abatement shall not exceed 100%.

I. Other Remedies. The right of the tenant to abate a portion of their rent as established by this section does not preclude or affect in any way the tenant's right to abate under Wis. Stat. Ch. 704; nor shall it preclude or affect in any way the tenant's or owner's right to any of the remedies provided by the laws of the State of Wisconsin pertaining to the relationship of the owner and tenant or to a landlord and tenant.

9-2-14: RETALIATION:

Wis. Stat. § 704.45, is hereby adopted by reference except that it shall be expanded to include the following protected actions:

1. Tenant requesting and/or consenting to a complaint based rental inspection.
2. Tenant consenting to a proactive rental inspection.
3. Tenant submitting a rent abatement application.
4. Tenant participating in rent abatement determination appeal hearing.
5. Tenant withholding rent approved in the rent abatement determination.

9-2-15: PENALTY:

Except as otherwise provided in this chapter, each and every violation of the provisions of this chapter shall constitute a separate offense, and each and every day any provision of this chapter is violated shall constitute a separate offense, for which forfeiture may be imposed according to section 1-4-1 of this Code.

9-2-16: OTHER AVAILABLE REMEDIES:

Nothing contained in this chapter shall be construed to limit, preclude, or affect in any way the tenant's or owner's right to any other remedy provided by the laws of the State of Wisconsin.

9-2-17: SEVERABILITY:

If any provision of this chapter is deemed invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the other provisions of same. The several sections and subsections of this chapter are declared to be severable. If any section or portion thereof shall be declared by a decision of a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of any other provisions, sections, or portions thereof of this chapter which shall remain in full force and effect.

Section 2. This ordinance shall take effect after publication on July 1, 2026.

INTRODUCED _____

APPROVED THIS _____ DAY

FIRST READING _____

OF _____, 2026

SECOND READING _____

MAYOR, RANDY KNAACK

PASSED _____

SUBMITTED BY:

PUBLISHED _____

ALDERPERSON

ATTEST _____

CITY CLERK, CATHERINE MARTIN