

AASEW

OWNER

Apartment Association of Southeastern Wisconsin, Inc.

E-mail: membership@AASEW.org

Website: www.aasew.org

Representing the Interests of the Rental Housing Industry in Southeastern Wisconsin

AASEW April Meeting

Monday, April 20, 2020 6:15pm

In person meetings have been cancelled due to health and safety reasons and we opted to go virtual! Meeting link will be emailed prior to the call.



Landlord Tenant Issues

Join us to learn what's happening at a state and local level in regards to COVID-19 and how AASEW-WAA are trying to frame the topic. Speakers Heiner Giese and Joe Murray have helped to draft past landlord tenant laws and have been working on COVID-19 landlord tenant issues. This meeting will revolve around the day to day changes happening.

All registered guests will receive a confirmation email with a link to join the virtual call as well as an opportunity to submit questions prior to the call.

Registration is FREE but required here:

<https://april20aasew.eventbrite.com>

AASEW Mission Statement:

"The Apartment Association of Southeastern Wisconsin is your primary resource for education, mutual support and legislative advocacy for the successful ownership and management of rental property."

The Apartment Association of Southeastern Wisconsin Inc.

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Concerns -- as we move forward

The Apartment Association of Southeastern Wisconsin represents the interests of several hundred rental property owners. Many of these owners are smaller, "mom and pop" landlords who may operate just a handful of units. Some of these owners will be unable to pay their own bills, just as their tenants are unable to pay rent due to the new economic realities caused by the closing of many businesses.

Just as in the 2008 economic crisis, we face the possibility of many homes, rental and owner-occupied, being foreclosed on or abandoned. In urban areas, a large number of these homes were vandalized resulting in an excessive cost burden to cities as they bore the cost of maintaining tax-foreclosed properties, all with a reduced tax base.

This reduction in housing supply has had a significant impact on today's high rents.

In dealing with today's COVID-19 crisis, there are many layers that need to be thought through. Just suspending eviction only addresses one level of the income problem. The failure to address the owner side could prove to be even more damaging to the housing sector than the 2008 collapse.

Everyone is aware of the hardships being put on the restaurant and bar industry. Many fear that by forcing them to close, they may never reopen. Please keep in mind landlords who go out of business will leave behind either vacant or deteriorated buildings which will affect current and future tenants.

So what is my concern on evictions being suspended, possibly through the summer?

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Contrary to the narrative that landlords gain from evictions, our Association continues to support alternatives to evictions that do not create an undue burden on housing providers.

Finding those solutions is even more critical today for people who are unable to meet their monthly rent because of job loss caused by this widespread crisis. This also applies to those who have reduced work hours or who have to take parental leave from their jobs to take care of their children.

However, if a de facto eviction moratorium created by the closing of the courts continues to extend longer, government support will be necessary so landlords have the money to pay for repairs, property taxes, water and utility bills, as well as their mortgages.

The economic impact of COVID-19 will undoubtedly be a hardship on tenants and landlords, alike. The loss of rental income will mount dramatically.

If landlords are not included in relief designated for small businesses, reason would suggest that some of them will default on their mortgages and property taxes and eventually lose their properties.

That foreclosed housing will either become one of the city's many boarded-up properties or will eventually be bought at an extra cheap price by large out-of- state corporate investors.

The federal government has announced its multi-trillion-dollar effort to combat the economic fallout of the Coronavirus, an important component would be to issue housing vouchers to renters.

Families could then be assured that large rental arrears will not accumulate which could result in their eventual eviction. And we landlords who provide our customers with shelter as one of the basic necessities of life will be able to keep that building and maintain the roof over your head.

-- Ron

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Reduced Hours for Local Home Improvement Retailers

Due to the COVID-19 crisis, some home improvement retailers are reducing their hours or closing completely.

This is what landlords and property managers need to know about retailers in the area.

Menards

- Stores have reduced hours:
 - Monday - Saturday 6:00am - 8:00pm
 - Sunday 8:00am - 7:00pm
- Children under the age of 16 are not allowed.

Please see www.menards.com for more information.

Home Depot

- Stores have reduced hours:
 - Monday - Saturday 6:00am - 6:00pm
 - Sunday 8:00am - 6:00pm
- Limits on service installations to those that are essential for maintenance and repair needs.

Please see www.homedepot.com for more information.

Lowe's

- Stores have reduced hours:
 - Monday - Saturday 6:00am - 8:30pm
 - Sunday 6:00am - 7:00pm
- Implemented a more robust curbside pickup process.

Please see www.lowes.com for more information.

Habitat for Humanity ReStore

- All three of the Milwaukee County ReStore locations will remain closed.
- Donation pick-ups are suspended.

Please see milwaukeeerestore.org for more information.

Can Milwaukee Landlords continue to provide service during the Coronavirus COVID-19 shutdown?

By Tim Ballering, JustALandlord.com

It appears the Mayor's order permits us to continue to provide service for our tenants.

https://city.milwaukee.gov/ImageLibrary/Groups/healthAuthors/COVID-19/CADB01-267644-v1-Signed_Stay_At_Home_Order_3_23_20.pdf

Essential Infrastructure. For purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to offer, provision, operate, maintain, and repair Essential Infrastructure.

Essential Infrastructure includes, but is not limited to: food production, distribution, and sale; construction (including, but not limited to, construction required in response to this public health emergency, hospital construction, construction of long-term care facilities, public works construction, and housing construction); building management and maintenance;

Our response to prevent the spread of disease, while protecting our tenants and properties:

- We have closed our lobby.
- We are performing emergency work only in occupied units. We ask that tenants alert us if there is an ill person in the property or a person that works in a high risk occupation so that we can better protect our workers.
- We are not having face to face contact with tenants.
- We are continuing to complete vacant unit preps for properties rented for April.

Here are the approved disinfectants to combat Coronavirus contamination per the US EPA:

<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>



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A Deep Dive Into Governor Evers' Emergency Order #15 – Temporary Ban on Evictions and Foreclosures

By Attorney Tristan Pettit

My office has received a lot of questions about Governor Evers' Emergency Order regarding a temporary ban on evictions and foreclosures in the last few days. There appears to be a lot of misunderstanding or confusion over the Order so I will attempt to clarify the Order and answer many of the questions that I have received.

First off, it is important to keep in mind that all we know for certain is what the Order says. If the Order doesn't state something or doesn't even address the topic then we do not know for certain. Everything else is just educated guessing, wishful thinking, or mere argument and speculation. For ease of reference, I will refer to each of the eleven (11) numbered paragraphs of the Order separately.

Evers' Order went into effect on March 27, 2020 and continues for 60 days.

1. Landlords are prohibited from serving any notice terminating tenancy for failure to pay rent.

This one is pretty straightforward. During the 60 day period of this Order, landlords cannot serve a tenant with a 5 day notice or a 14 day notice for failure to pay rent.

This section of the Order does not address whether or not a landlord can talk with a tenant about not paying their rent, send the tenant a rent invoice, or a letter advising the tenant that rent was not paid. I am not suggesting that Landlords do any of the above, I am merely stating what the Order says and does not say, as those are the questions that I am being asked. So nothing in the Order prohibits a landlord from communicating with a tenant about unpaid rent. The Order does prohibit a Landlord from sending a tenant a notice for failure to pay rent.

2. Landlords are prohibited from serving any notice terminating tenancy unless the notice is accompanied by an affidavit attesting to the reasonable belief, and the basis thereof, that a failure to commence eviction proceedings will result in an imminent threat of serious physical harm to another person.

Translated this means that a landlord cannot serve a 5 or 14 day notice for a non-rent (or behavioral) breach unless the breaching behavior is so severe that to not move forward with evicting the tenant will result in an imminent threat of serious physical harm to another person.

The Order does not provide any examples of what situations would fall under this narrow exception. I assume that a landlord could move forward with serving a non-rent notice on a tenant if there was physical abuse of a tenant by another tenant. I suppose that a Landlord could also serve a non-rent notice on a tenant if the tenant physically injured or threatened to injure a property manager, leasing agent or maintenance person.

Please keep in mind that a court will scrutinize any notice served and filed under this narrow exception on a case by case basis. Due to the severity of the pandemic and the overwhelming need to self-isolate, I believe that a Court will require that a pretty high hurdle be met before they will allow such an eviction to move forward. For instance, does the use of the word "imminent" in the Order preclude a Landlord from serving a non-rent notice on a tenant if the abuser has already caused physical harm to another? Or will it be assumed that if harm has already occurred that it will continue to occur will meet this narrow exception? We just don't know the answer to these questions; each judge will be analyzing each specific scenario separately and on a case by case basis.

It is important to remember that if a landlord has a situation where it believes there is an imminent threat of serious physical harm to another person, that the landlord must be willing to put the basis for its belief into a personal affidavit which must be signed before a notary.

It appears that this section of the Order would also preclude a Landlord from serving a 28 day notice for any reason or no reason at all on a month-to-month tenant because such a notice would not be based on a reasonable belief of imminent threat of serious physical harm.

The question that comes up quite frequently and has landlords uncertain is whether or not a landlord can send a tenant under a lease for a specific term, a notice of non-renewal if the lease ends within the 60 day period of the Order. A notice of non-renewal does not really terminate a tenancy (the fact that the initial lease period ends is what terminates the tenancy) however, if the point of the Governor's Order is to keep tenants in their apartments and not have them out looking for a new place to live, then serving a notice of non-renewal when the end of the term is within the 60 day period, would be contrary to that. Again, I do not know this for certain. What about if the lease ends after the 60 day period? Can a landlord serve a notice of non-renewal during the Order if it won't apply until after the Order expires? Probably so, but we don't know for sure. Please read section 5 below for further analysis of this issue.

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3. Landlords are prohibited from commencing a civil action of eviction unless the following conditions are met:

a. The eviction action is not based on a failure to pay rent, and

b. The judicial action seeking eviction is accompanied by an affidavit attesting that the eviction is not based on a failure to pay rent and to a reasonable belief, and the basis thereof, that a failure to proceed with the eviction will result in an imminent threat of serious physical harm to another person.

This section of the Order is pretty much the same as #1 and #2 above except it addresses the filing of an eviction action rather than the service of a notice terminating tenancy. The same issues and concerns raised above would apply under this section as well.

A major concern that is not addressed in the Order, is what happens to the pending eviction lawsuits that were filed and served prior to the commencement of the Governor's Order? This is not addressed so we don't know for certain. It is however important to remember that prior to the Governor's Order, both the Wisconsin Supreme Court and the Chief Judge of various counties throughout Wisconsin, also issued temporary emergency orders and that those orders will need to be reviewed also. To my knowledge these other Orders do not specifically answer those questions either. We will have to wait and see what happens with the pending evictions. Most likely they will be adjourned but what about the service of process requirements that landlords must comply with?

4. Landlords may not deliver a writ of restitution to the sheriff, nor may the sheriff act on eviction orders unless the following conditions are met:

a. The eviction was not based on a failure to pay rent, and

b. The writ of restitution is accompanied by an affidavit attesting that the eviction is not based on a failure to pay rent and to a reasonable belief, and the basis thereof, that a failure to proceed with the eviction will result in an imminent threat of serious physical harm to another person.

The section of the Governor's Order prevents a landlord that has already been granted a judgment of eviction and issued a writ from filing that writ with the sheriff for execution, unless it falls under the same narrow exception

mentioned earlier - a reasonable belief that failure to proceed would result in the imminent threat of serious physical harm to another person.

A common question of many landlords that I have spoken with is what will happen to the writs that were issued by the court but not yet filed with the sheriff, or the writs that were filed with the sheriff but not yet executed, since a writ is supposed to be valid for 30 days from the date that it was issued. Are the non-filed writs and the non-executed writs all going to become void during the 60 days of the Governor's Order? Can all writs that fall into this category be "stayed" until after the Order expires? It doesn't seem equitable to require a landlord to file a new eviction and obtain a new judgment of eviction and a new writ, when all of those matters occurred prior to the Governor's Order.

5. Nothing in the above order shall be construed to affect the operation of Wis. Stat. § 704.25.

Wis. Stat. §704.25 is entitled "Effect of holding over after expiration of lease; removal of tenant." This is the section of the Governor's Order that I feel is the most unclear. One interpretation of this section is that a landlord can still serve a notice of non-renewal and/or file an eviction against a tenant that has held over beyond the term of their tenancy. Another interpretation could be that any tenant that becomes a holdover during the 60 day Order will still be responsible for any damages incurred by the landlord as a result of their holding over? If I had to guess I would say, the latter interpretation is probably the view that a court would take. But again, we don't know for certain.

Wis. Stat. § 704.25(3) specifically addresses what the terms of the tenancy are when a tenant holds over and basically states that if the holdover tenant offers rent, and the landlord accepts the rent, that a month to month tenancy is created under the same terms and conditions as the original lease.

It is my opinion that the above paragraph is what the Order is referring to when it states that nothing shall be construed to affect the operation of Wis. Stat. 704.25. But we do not know for sure.

6. Remote Notarization is permissible for purposes of this Order

This section is reasonable in light of the goal to self-isolate.

7. Mortgagees are prohibited from commencing a civil action to foreclose upon real estate.

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8. Mortgagees are prohibited from requesting or scheduling a sheriff's sale of the mortgaged premises.

9. Sheriffs may not conduct sheriff's sales of mortgaged premises nor may sheriffs act on any order of foreclosure or execute any writ of assistance related to foreclosure.

I am pleased that Governor Evers addressed one major concern of landlords in these three sections of the Order – what happens to the landlord that cannot meet its financial obligations because it is not receiving rent payment from its tenants as a result of COVID-19? While it is true that it will be extremely difficult for tenants to pay their rent if they have lost their job or had their hours cut, a large majority of landlords rely on their tenants' rent payments in order to pay their mortgage, utilities, taxes, insurance, etc.

This section of the Order prevents the landlord's lender from foreclosing against the landlord's rental property during this 60 day period. Hopefully we will see an additional order or possibly legislation giving such a relieve for the payment of taxes, insurance, utilities etc.

We all have serious concerns about whether or not we, our families, and our businesses will survive this pandemic. Without further assistance the smaller landlords out there, which includes the majority of landlords, will not survive.

10. Nothing in this Order shall be construed to affect the ability to commence a civil action to foreclose upon real estate under Section 846.102 of the Wisconsin Statutes.

I have not received any questions related to this section of the Order and don't feel that comment is necessary.

11. No provision in this Order shall be construed as relieving an individual of their obligations to pay rent, make mortgage payments, or any other obligations an individual may have under a tenancy or mortgage.

This section is key and unfortunately it is being overlooked by many. Tenants are still responsible for paying their rent. If they don't pay their rent and if they don't otherwise enter into some form a rent deferment agreement with their landlord, the tenant can still be evicted after the Order expires for not paying rent during the Order. The same applies to landlords. You still need to pay any missed mortgage payments at some time or else suffer the consequences.

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I have no idea how long this pandemic will last, but it is pretty clear that it will continue for the near future, and in the meantime many will be unable to meet their financial obligations. The effect on the housing market and affordable housing, which was already in short supply, is going to be catastrophic and difficult to even think about.

Since it will be a while before the courts are handling evictions again, I hope that everyone reading this, both landlords and tenants, realize that it would be in everyone's best interests to work together and come up with solutions that can keep everyone afloat until such time that we can once again stand closer than 6 feet.

Stay safe, stay healthy, and look out for one another.

Tristan R. Pettit, Esq.

Tristan is the Executive Vice President and shareholder with the law firm of Petrie+Pettit and focuses his practice in the area of landlord-tenant law representing landlords and property management companies throughout Wisconsin.

Tristan's blog can be found at:
<https://petriepettit.com/blog/landlord-tenant/>



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- ✘ Have you ever asked, "Should I do that?" or "Can they do that?"
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- ✘ Do you have an attorney, but don't call because you hate billable hours?
- ✔ What would you ask, if you had unlimited consultation on unlimited issues?

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- Ad space for more than one run must be purchased in blocks of 6 or 12 consecutive runs, and must be paid in full to receive block prices.

Options for Online Rent Payments

By Dawn Anastasi, AASEW Board Member

I've gotten a few inquiries from my tenants who have paid with money orders about paying online. In response, I offer several online payment options in order to give my tenants various choices. Here are some of the choices in the market right now.



I've used Cozy for years. Cozy provides a tenant portal where you can list your property, take applications, screen tenants, take online payments, receive maintenance requests, and track expenses. Cozy is a great option for smaller landlords for management of their rentals.

After adding a property, you can send your tenants an invite via email. The tenant can link their bank account and send payments via ACH. These payments are at no cost to the landlord or tenant. (If the tenant chooses to pay via credit card, the tenant pays a small transaction fee.)

To sign up for Cozy, visit: cozy.co/aasew



I've had a PayPal account for years. PayPal allows you to create a short link for your tenants to pay you that makes it easy to remember. For example, if your company is "ABC Rentals", your link could look like this: <http://PayPal.me/ABCRentals>

To sign up for PayPal, visit: www.paypal.com or download the mobile app.

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To sign up for Venmo, visit www.venmo.com or download the mobile app.



Cash App is a mobile payment service developed by Square, Inc., allowing users to transfer money to one another using a mobile phone app. This service boasts millions of active users.

To sign up for Cash App, visit cash.app or download the mobile app.



Zelle is a digital payments network owned by Early Warning Services, a private financial services company owned by the banks Bank of America, BB&T, Capital One, JPMorgan Chase, PNC Bank, US Bank and Wells Fargo.

Tenants can use their bank or the Zelle app to send money.

To sign up for Zelle, visit www.zellepay.com/get-started

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www.servicemasterkwikrestore.com

Sid Grinker Restoration

Shari Engstrom
Emergency Service 24/7/365
Milwaukee, WI
t: (414) 264-7470

FITNESS

Johnson Commercial Fitness

Ryan Nielsen
7585 Equitable Dr.
Eden Prairie, MN 55344
ryan.nielsen@johnsonfit.com
t: 262-328-4566
Commercial.2ndwindexercise.com

FLOORING

Carpetland USA

Troy Allgood
1451 S 108th St
West Allis, WI 53214
troya@carpetlandwi.com
t: (414) 331-2851

Carpetland USA

W188 N9875 Maple Rd
Germantown, WI 53022
stevem@carpetlandwi.com
t: (414) 727-3000
www.carpetlandusaflooringcenter.com

Milwaukee Carpet

Victoria Bell
1728 W Mitchell St
Milwaukee, WI 53204
Milwaukeecarpet@sbcglobal.net
t: (414) 702-1989
www.Milwaukeecarpet.net

AASEW Business Member Directory

FORMS / LEASES

WI Legal Blank

Steve Russell/Rick Russell
749 N 37th St
Milwaukee, WI 53208
info@wilegalblank.com
t: (414) 344-5155
www.wilegalblank.com

HARDWARE

Home Depot

Michael Dwyer
2% Cash Back On All Purchases
Michael_dwyer@homedepot.com

INSURANCE

P&C Insurance

Bob Dummer
405 N Calhoun Rd #203
Brookfield, WI 53005
bdummer@pc-insurance.net
t: (262) 784-0990
www.pc-insurance.net

LIGHTING & ENERGY

Energy House LLC

Doug McFee
N52W27222 Elizabeth Dr.
Pewaukee, WI 53072
dmcfee@wi.rr.com

WE Energies

Missie Muth
231 W Michigan P488
Milwaukee, WI 53290
Missie.Muth@we-energies.com
t: (414) 221-3290
www.we-energies.com

PAINT & PAINTING SUPPLIES

Sherwin Williams

Milwaukee, WI
swrep6301@sherwin.com
t: (262) 549-9007
www.sherwin-williams.com

REAL ESTATE BROKERAGE

Benefit Realty

Tamara Towns-Pozorski
N1571 County Road H
Palmyra, WI 53156
tamara@benefit-realty.com
t: (262) 470-2300
www.benefit-realty.com/

ROOFING

SJS Roofing & Construction, Inc.

Steven J. Swenson
9825 S. 13th Street
Oak Creek, WI 53154
SteveS@SJS-Construct.com
t: (414) 899-7043 (cell)
t: (414) 304-5089 (office)
www.SJS-Construct.com

SEWER / PLUMBING & DRAIN CLEANING

ABC Sewer & Drain

Bill Peretz/Tammy Hammond
4359 S Howell Ave #108
Milwaukee, WI 53207
bill@abcsewer.com
t: (414) 744-6060

Mattox Plumbing

Harold Mattox
1634 S 108th St
West Allis, WI 53214
hmattox@mattoxplumbing.com

TITLE & SERVICES

Land Title Services

Jacky Brown
7700 West Bluemound Road
Wauwatosa, WI 53213
jbrown@landtitleservices.net
t: (414) 259-5060
landtitleservices.net

TOWING & RECOVERY SERVICES

Always Towing & Recovery, Inc

3700 W Wells St
Milwaukee, WI 53208
melgaglione@icloud.com
t: (414) 933-7666
www.alwaystowingandrecovery.com

WATER HEATERS

Reliable Water Services

2400 S 102nd St, Suite 103
Milwaukee, WI 53227
info@reliablewater247.com
t: (800) 356-1444
www.reliablewater247.com

WINDOWS & DOORS

Milwaukee Windows

Ihsan Atta
PO Box 638
Milwaukee, WI 53201
t: (414) 375-2020

It is inevitable that some defeat
will enter even the most
victorious life. The human spirit
is never finished when it is
defeated...it is finished when it
surrenders.

~Ben Stein

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AASEW Business Member Directory

Embrace failure. Missteps and roadblocks are inevitable but are ultimately an opportunity to learn, pivot, and go after your goals with new perspective.

~Jenny Fleiss

Success is no accident. It is hard work, perseverance, learning, studying, sacrifice and most of all, love of what you are doing.

~Pele

Perseverance is failing 19 times and succeeding the 20th.

~Julie Andrews

Our greatest weakness lies in giving up. The most certain way to succeed is always to try just one more time.

~Thomas A. Edison

Life doesn't get easier or more forgiving, we get stronger and more resilient.

~ Steve Maraboli

PROPERTY MANAGEMENT

Affordable Rentals

Tim Ballering
Wauwatosa, WI 53212
tim@apartmentsmilwaukee.com
t: (414) 643-5635

Aspen Crossing Apartments

Layne Hurst
9239 N 75th St. #1
Milwaukee, WI 53223
LHurst@wallick.com
t: (614) 552-5647
www.wallick.com

Bartsch Management LLC

Brian Bartsch
PO Box 26915
Milwaukee, WI 53226
info@bartschmanagement.com
t: (414) 763-7160

Fiduciary Real Estate Development, Inc

Steve Ciesielski
789 N Water St, Ste 200
Milwaukee, WI 53202
sciesielski@fred-inc.com
t: (414) 226-4535

Forest Green Realty & Management

Sarah Auer
Greenfield, WI 53228
sauer@forestgreenrealty.com
t: (414) 425-3134

Horizon Management

Becky Hildebrandt
5201 East Terrace Drive, Suite 300
Madison, WI 53718
b.hildebrandt@horizondbm.com
t: (608) 354-0908

WJP & Associates 1, LLC

Valerie Swenson
705 Sunnyslope Road
Elm Grove, WI 53122
valswenson1@gmail.com
t: (262) 787-0898

PROPERTY MANAGEMENT

MPI Property Management, LLC

6700 W. Fairview Ave
Milwaukee, WI 53213
t: (414) 933-2700
www.mpiwi.com

Nimius LLC

Dennis Schramer
815 S. 9th St
Milwaukee, WI 53204
dennis@nimiusllc.com
t: (844) 464-6487
www.nimiusllc.com

Performance Asset Management

Gino Passante
2658 S. Kinnickinnic Ave
Milwaukee, WI 53207
gino@pammke.com
t: (414) 622.1296
www.pammke.com

Porch Light Property Management

info@porchlightproperty.com
t: (414) 678-1088

Prospect Management Company

224 N. 76th Street
Milwaukee, WI 53213
help@pmcwi.com
t: (414) 540-0004
www.pmcwi.com

Real Property Management Greater Milwaukee

Kristin Rehbein
2312 N. Grandview Blvd., Suite 210
Waukesha, WI 53188
krehbein@rpmgreatermilwaukee.com
t: (262) 409-2050

Wisconsin Lakefront Property Management LLC

Eileen Robarge
info@windwardcovellc.com
t: (866) 542-5851
www.lakefrontpropertyllc.com

Please note:

All Business Members listed in this directory are current business members in good standing with the AASEW and are offered only as such.

Zillow Rental Manager is Delaying the Rollout of Listing Fees in Wisconsin Until May 1, 2020

Information from Zillow.com

In our March 2020 issue of the OWNER, we shared that Zillow Rental Manager was updating its listing fees to \$9.99 per week.

Subsequent to that news, Zillow decided to delay the rollout of those listing fees for Wisconsin until May 1, 2020.

Zillow is also offering, at no extra charge, the Zillow 3D Home™ app that allows you to post virtual tours.

For more information on this app, please visit: www.zillow.com/marketing/3d-home/

 Zillow Rental Manager

AASEW OWNER
Apartment Association of Southeastern WI

Would you like to submit an article for publication in the AASEW monthly newsletter?

Here are the current submission guidelines:

- Deadline for all submissions is the first of each month.
- The newsletter will be delivered electronically to the membership on the 10th of the month.
- Limited print copies of the newsletter will be available at the General Membership Meeting following its publication.
- We are happy to accept one article per author per newsletter.
- Please keep article to approximately 500 words in length.
- Any edits made to an article (generally for length) will be approved by the contributor before it is published.
- All articles must be properly attributed
- The Editorial Staff reserves the right to select articles that serve the membership, are timely and appropriate.

Filling Vacancies Amid COVID-19

By Tim Ballering, JustALandlord.com

You can only show vacant units. The Governor's order prohibits landlords from entering occupied units except for emergency maintenance.

You should not be present when showing. We need to do this social distancing thing right so more of us live and the economy returns so we can buy toilet paper and eggs.

What we (Affordable Rentals) are doing is:

- A person calls for an appointment.
- We confirm the appointment and then send a person out to unlock the door 15 minutes in advance. Wiping the door handle clean.
- We ask that people do not touch light switches, door knobs, faucets etc.
- We then send someone to lock up 30 minutes after the appointed time.
- We switched to using online applications. We built our own, in a week, but for smaller owners there is Cozy.com and Zillow Rental manager. Remember if you are not paying for a product, you may be the product.
- We now accept unemployment as stable income due to changes that make it more reliable pretty much until the end of the year.

The true measure of a man is how many times you bounce back after a set back.

~Stephen Richards



INCLUDED: 100 plus page manual to help you put what you learn into practice.

Landlord Boot Camp is taught by Attorney Tristan Pettit, who drafts many of the landlord tenant forms for Wisconsin Legal Blank.

Landlord Boot Camp covers everything that you need to know about residential Landlord Tenant law in Wisconsin, as amended in March 2012 by Act 143, in March 2014, in March 2016 with the passage of ACT 176, and again in March 2018 with ACT 317.

This event has SOLD OUT in the past, so please be sure to register your seat for this event.

www.landlordbootcamp2020.com

You may also register by calling 414-276-7378.

This event has been RESCHEDULED

Landlord Boot Camp 2020

NEW DATE: October 3rd, 2020

WHERE:

Four Points by Sheraton
5311 S. Howell Avenue
Milwaukee, WI 53207

TIME: Registration opens at 7:10 am. The seminar is from 8:30 am to 5:00 pm with a 30 minute break for lunch. There will be a one hour question and answer session afterwards, ending promptly at 6:00 pm.



Attorney Tristan Pettit has given similar landlord-tenant law seminars to fellow attorneys, landlords, and property manager organizations that charge their members \$400-\$500.

This is your opportunity to learn all of the same information at a huge discount through the AASEW.

We Are The Professionals

By Josh Bakhshi, Real Estate Agent from Atlanta GA

Between my commercial and residential properties, over a dozen tenants have already reached out to me about upcoming rents. If this is the first time tenants have issues paying their rents in your case, consider yourself very lucky and kudos to you for finding excellent people. I have not been so blessed, so I have created a process. The process is to achieve two goals. First is to collect rents and second to keep the property in good condition.

1- Listen to them. Give them the opportunity to talk. Understand it isn't easy for them to come to you and share their situation. Thank them for being proactive. Show empathy.

2- Ask them questions to get a better understanding of their situation. Don't belittle people by saying "Why is this my fault?" or "Why didn't you plan for this?". You can use this part to

make sure their story is consistent.

3- Share with them your position. I want to let them know that they are not dealing with a "big corporation" with billions of dollars in the bank. They are dealing with real people that worked, saved and took risks.

4- Find out how much they can pay. Now you showed that you care about them, their situation and they know that you are human. This is what everything comes down to.

You might be asking why should landlords work with tenants when we all have contracts that should be lived up to? If landlords are living rent payment to rent payment, then we are in no better position than the tenants we criticize. In fact we are in a worse situation as we have to replace roofs, change HVAC, fix appliances and make sure the properties are always in good shape. **WE ARE THE PROFESSIONALS.** Now is the time to act like it.



Eric Swanson
 General Manager

erics@giertsenco.com

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What You Need to Know About the CARES Act

© CPAContentPlus

On March 25, 2020, the U.S. Senate passed the Coronavirus Aid, Relief and Economic Security Act (CARES Act), a massive \$2 trillion bill with an array of significant tax-saving provisions that impact both individuals and businesses and hopefully create needed cash flow. The CARES Act also could affect prior tax years. It was subsequently passed by the U.S. House of Representatives and signed by the President.

Cash Payments

The CARES Act provides for payments to individuals of up to \$1,200 per person (\$2,400 for a married couple) with an additional \$500 for each qualifying child. The payment is subject to a phase-out for individuals with adjusted gross income over \$75,000 and married persons filing jointly with AGI above \$150,000. The amount of the payment is reduced by \$5 for each \$100 in income above the applicable threshold.

Nonresident alien individuals, individuals who are dependents of another, and estates or trusts are ineligible for the payment.

Payments will generally be based on 2018 tax return information. However, like the advanced tax premium credit under the Affordable Care Act, there is a true-up for the amount for which one is eligible on the filing of the 2020 tax return.

Retirement Fund Rules

In order to generate access to cash for individuals, the bill liberalizes the retirement plan rules, for 2020, dealing with premature distribution penalties, plan loans and required minimum distributions (RMDs).

The 10% premature early withdrawal penalty is waived for distributions of up to \$100,000 from qualified retirement accounts and individual retirement accounts for Coronavirus-related purposes.

Additionally, the federal income tax on such distributions can be paid over a three-year period. The law also provides that these distributions can be recontributed back to the plan within a three-year period without affecting that year's contribution cap.

The bill provides more flexible rules concerning loans from certain retirement accounts for Coronavirus-related relief. The maximum amount of loans (when combined with existing loans) which can be taken from the plan is the lesser of \$100,000 (up from \$50,000) or 100% of the participant's accrued benefit (up from 50%). In addition, there is a delay in the starting date of loan repayments back to the plan.

The bill also temporarily waives the required minimum distribution requirement from the plan for 2020. This permits those who do not need immediate funds to avoid cashing out investments at a low value.

A Coronavirus-related distribution is one made to an individual where 1) he/she, a spouse or a dependent is diagnosed with COVID-19; or 2) the individual suffers adverse financial consequence due to being quarantined, furloughed, laid off, having work hours reduced, closing or reducing a business owned or operated by that person due to COVID-19, or other factors to be determined by Treasury.

The qualified plan can accept an employee certification that this condition is satisfied. A single \$100,000 limit applies to distributions by plans of a controlled group of businesses.

Charitable Contributions

Up to \$300 of cash contributions for 2020 will be allowed for contributions to charities, whether the taxpayer itemizes or not, in determining adjusted gross income.

Additionally, an individual can elect to have the 50% of AGI limit not apply in 2020 for certain qualified contributions. However this does not apply to contributions to certain non-operating private foundations or amounts to establish or maintain a donor advised fund.

U.S. Treasury Secretary Now Says Tax Filing Deadline is Moved to July 15

SVA, Certified Public Accountants

U.S. Treasury Department Secretary Steven Mnuchin announced that the 2019 income tax filing deadline will be moved to July 15, 2020 from April 15, 2020, because of the Coronavirus (COVID-19) outbreak.

At President Trump's direction, Mnuchin announced on Twitter, "we are moving Tax Day from April 15 to July 15. All taxpayers and businesses will have this additional time to file and make payments without interest or penalties."

Previously, the U.S. Treasury Department and the IRS had announced that taxpayers could defer making income tax payments for 2019 and estimated

income tax payments for 2020 due April 15 (up to certain amounts) until July 15, 2020.

Now, the federal government is stating that you don't have to file a return by April 15.

State Update

Wisconsin announced that they will also be extending all April 15 income tax deadlines to July 15 in order to match the federal government. This means that if you only file federal and Wisconsin income tax returns, you will have no filing or payment requirements in April of this year.

Currently, second quarter federal and Wisconsin estimates are still due on June 15. However, Congress is currently debating legislation that would postpone the federal payment deadlines further. We expect that if this passes, Wisconsin will do likewise.


Looking for Multi-Family Real Estate Financing?



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Upcoming Events ...

AASEW General Meeting - Webinar
Monday, April 20, 2020 6:15pm

Please register in advance:
april20aasew.eventbrite.com

The link to join the call will be sent out to registered attendees before the meeting.

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Please watch your emails for future online AASEW events where we will discuss topics of great importance for our membership!



Landlord Bootcamp

Rescheduled to October 3rd 2020

Register Here:

www.landlordbootcamp2020.com