



# City of La Crosse, Wisconsin

## Residential Rental Inspection



## Building and Inspections Department

Third Floor, City Hall  
400 La Crosse Street  
La Crosse, Wisconsin 54601

[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

# Contents

## Part 1 Consumer Protection – Tenant and Landlord Rights and Responsibilities

### Consumer facts – Don't rent trouble 3-5

- Tenant's Rights
- Electrical
- Plumbing
- General Conditions
- Safety
- Windows
- Rodents and Roaches
- Basement

### Tenant's and Landlord's Rights and Responsibilities 6-9

- What You Should Know Before You Rent
- What You Should Know While Renting
- What You Should Know About Terminating A Tenancy
- Risk Of Eviction
- Month-To-Month Tenants
- Termination Notices For Tenants On Leases
- Removal From Premises
- Unhealthy and Unsafe Conditions
- If A Problem Develops

## Part 2 City of La Crosse Regulations

### Smoke Detectors 10

- Tenant's and Landlord Responsibilities for Smoke Detectors
- Smoke Detector Ordinance

### Grills and Bonfires 10-A, 10-B

- Grilling Outside
- Recreational Fires

### Garbage, Recycling, Appliance and Large-Item Pick-Up 10-C, 11-12

- Garbage Regulations
- Recycling Regulations

### Contact Information, Code References and Residential Rental Inspection Scope and Purpose 13-18

- Contact Information
- Code references
- Residential Rental Inspection Scope and Purpose
- Residential Rental Inspection – Inspector's Checklist
- Index, 19

*(1<sup>st</sup> Edition, November, 2003)*

**City of La Crosse**

Department of Building and Inspections  
400 La Crosse Street  
La Crosse, WI 54601

**RESIDENTIAL  
RENTAL UNIT  
INSPECTION PROGRAM**

## HOW TO CONTACT THE BUILDING AND INSPECTIONS DEPARTMENT

**By Phone:** **608-789-7530** (Main Number - Permit Counter)

**By FAX:** **608-789-7589** (FAX)

**Web Site:** **[www.cityoflacrosse.org](http://www.cityoflacrosse.org)** (E-mail link is on Building and Inspections page.)

**In Person:** **City Hall, 400 La Crosse Street - Third Floor**  
**Monday – Friday 7:30 a.m. – 5:00 p.m.**

Please include as much of the following specific information as possible when making your service request:

- Exact address and number of the unit in question**
- Current, accurate owner or owner's agent contact information.**
- A complete listing of your concerns.**
- Photo prints or digital photos (.jpeg format) are also acceptable.**

When responding to service requests, Inspectors will look specifically at the concerns expressed by the person requesting inspection services. However, Inspectors are always looking for life/safety code violations and they will respond to all life/safety code violations regardless of whether such violations are referenced by the person requesting inspection services.

## **Tenant Rights and Responsibilities**

State and Municipal laws guarantee that tenants have the right to receive a dwelling unit that meets the minimum standards set forth in safety, building, mechanical, sanitary and maintenance codes and to register a complaint with the Director of Building and Inspections regarding any condition that does not meet the minimum standards referenced above.

Tenants have the right to be free from discrimination by or retaliation from property owners for registering a complaint with the Director of Building and Inspections regarding any condition affecting the dwelling unit.

## **CONSUMER FACTS    DON'T RENT TROUBLE**

### **Advice On Checking Out Apartments**

*(Reprinted from the Wisconsin Department of Agriculture, Trade and Consumer Protection, Bureau of Consumer Protection informational brochure)*

*Finding a decent place to rent requires thorough inspections of apartments and the strength to keep looking when apartments don't pan out. We recommend you take along a:*

- *Flashlight*
- *Light bulb*
- *Hairdryer*
- *Pen or pencil*
- *This checklist*

*These will be your inspection tools. Use the following list to check for problems.*

#### **Electrical**

- *Turn on each switch to see if it works.*
- *If there is no bulb in the socket, use yours.*
- *Check every outlet by plugging in your hair dryer. Obviously, there are problems if a fuse blows out or the dryer won't go on.*
- *If outlets or sockets don't work, there could be dangerous defects in the electrical system that could cause a fire.*

#### **Plumbing**

- *Turn on the sink and bathtub faucets to see if they work or leak.*
- *Flush the toilet to see if it operates properly or leaks.*
- *Do the drains operate properly?*

#### **Look up**

- *Are ceilings water stained or cracked?*
- *Are walls water stained or cracked?*
- *These may indicate a leaking roof, defective rain gutters, or defective plumbing upstairs. Water damage could cause the ceiling or walls to collapse.*
- *Are there deadbolt locks on the apartment doors and the exterior doors?*

## **Safety**

- *Are there smoke detectors in the building?*
- *Are there deadbolt locks on the apartment doors and the exterior doors?*

## **Windows**

- *Are there storms and screens?*
- *Very gentle push on the windows to see if they are secure or loose in the frame.*

## **Rodents and roaches**

- *Open cabinets and immediately shine in flashlight to detect roaches. Look for roach eggs.*
- *Look for rat and mouse holes and droppings in the back of cabinets and closets.*

## **Basement**

- *Be sure to go into the basement to check on the condition of the furnace. (Make sure there is a furnace.)*
- *Look at the water heater to see if it is leaking.*
- *If you notice any serious problems, think carefully about the chance you'll be taking with your family's health and safety if you rent the apartment.*
- *Ask the landlord to put promised repairs in writing. But ask yourself: "If he didn't make these repairs for the last tenant, why should I believe he'll make the repairs for me?"*

*If your landlord doesn't make promised repairs, call your local building inspection department to request an inspection.*

*For more information, or to file a complaint, contact the Bureau of Consumer Protection at:*

**(800) 422-7128**

**FAX: (608) 224-4939      TTY: (608) 224-5058**  
**E-MAIL: [datcphotline@datcp.state.wi.us](mailto:datcphotline@datcp.state.wi.us)**  
**WEBSITE: <http://datcp.state.wi.us>**

## CONSUMER PROTECTION TENANTS' RIGHTS & RESPONSIBILITIES

*(Reprinted From Wisconsin Department Of Agriculture, Trade And Consumer Protection Informational Brochure.)*

*As a tenant in Wisconsin, you have rights and responsibilities. To avoid problems, it is important that you know what these rights and responsibilities are:*

### **What You Should Know Before You Rent**

*Landlords may not advertise or rent condemned property.*

*Landlords must disclose housing code violations they have been notified of but have not corrected. They must also reveal structural defects, a lack of hot or cold running water, serious plumbing, or electrical problems, and other hazards.*

*Landlords must also disclose:*

- *If the heating unit cannot maintain a temperature of at least 67°F.*
- *If you are required to pay utilities.*
- *How utility charges will be divided if the dwelling is one of several not individually metered.*

*You have the right to inspect the unit before you rent it. We recommend you take along a flashlight, light bulb, hairdryer, pen, and the following checklist:*

- *Turn on each light switch to see if it works.*
- *Check outlets (use hairdryer) and sockets (use light bulb) – defects could cause fires.*
- *Turn on sink and bathtub faucets – check for leaks, proper drainage and water temperature.*
- *Flush toilets – check for leaks.*
- *Look for smoke detectors.*
- *Check ceilings and walls for cracks and water stains.*
- *Are there deadbolts on apartment and exterior doors?*
- *Push on the windows – are they secure? Are latches in good working order?*
- *Check for window storms and screens.*
- *Check condition of furnace. Even in summer, turn up thermostat to make sure it actually works.*
- *Look at water heater to see if it is leaking.*

*Promises of repairs by a landlord should be provided to you in writing, including a completion date, before you agree to rent the property.*

*Rental agreements are not required to be in writing. However, if there is a written rental agreement, the landlord must give you an opportunity to read it before you decide to rent. When renting, you must be furnished with a copy of the agreement.*

*If an earnest money deposit is required with your rental application, the landlord must return the entire deposit by the end of the next business day if your application is rejected. If for some reason you decide not to rent, the landlord may withhold from your deposit actual costs or damages.*

*If a security deposit is required, you have 7 days from the first rental date to inspect the premises and notify the landlord of any defects so that they will not be unfairly charged to you. You should*

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NEAT, CLEAN AND PRESENTABLE

*notify the landlord in writing and keep a copy for your own records. In addition, before accepting your security deposit, the landlord must notify you that you have the right to request a list of damages charged to the previous tenant.*

*The landlord may charge you the actual cost, up to \$20, to obtain a credit report from one of the three nationwide credit reporting agencies (not credit information resellers), provided the landlord has notified you in advance of the charge and also gives you a copy of the report. If you have a credit report that is less than 30 days old, you may give this report to the landlord to avoid paying for a new report.*

### **What You Should Know While Renting**

*At the start of the tenancy, the landlord must provide you with the name and address of a person who can be readily contacted regarding maintenance problems.*

*The landlord is responsible for making any repairs that are necessary to comply with local housing codes and to keep the premises safe. If the landlord refuses to repair major building defects, you may report the defect to your local building or health inspector. The landlord may not retaliate by evicting you.*

*Unless otherwise agreed, tenants are usually responsible for routine minor repairs. You are also required to comply with any maintenance and sanitation requirements imposed on tenants by local housing codes. You are financially responsible for any damages that you or your guests have caused.*

*A landlord has the right to inspect, repair, and show the premises at reasonable times. Except for emergency situations, the landlord may enter only after a 12-hour advance notice unless you allow entry on shorter notice.*

*If you are a tenant renting by the month, the landlord may raise your rent by giving you written notice at least 28 days before the next rent due date. There are no state laws limiting the amount of a rent increase.*

*If you have a lease – for example, a six-month or one-year lease – the rent may not be increased during that time unless specifically stated in the lease.*

### **What You Should Know About Terminating a Tenancy**

*If you are renting by the month, the landlord may terminate the rental agreement by giving you a written termination notice at least 28 days before the next rent due date. You must use the same procedure in notifying the landlord of your intent to terminate the rental agreement unless you agreed to give a longer notice. Tenants may serve the written notice in person or by certified or registered mail.*

*A six-month or one year lease usually terminates automatically at the end of the lease, unless the rental agreement specifies otherwise. If the lease provides that it will be automatically renewed or extended unless you give advance notice of termination, the landlord must “remind” you of the provision at least 15-30 days in advance of the notice deadline. Otherwise, the landlord may not attempt to enforce the automatic renewal.*

*If you “break” a lease by moving out early, you may be obligated to pay for the remainder of the term unless another suitable tenant is found. However, the landlord must make reasonable efforts to find a substitute tenant and minimize any rent losses. Also, if you move out early, you must notify the landlord in writing of your departure after you have vacated the dwelling unit in order to “start the 21 day clock” for the return or accounting of your security deposit.*

*When moving out, it is always a good idea to contact your landlord to arrange for a final checkout inspection. If your landlord does not agree, find someone to be a witness to inspect the premises with you.*

*If you paid a security deposit, the landlord must return it to you within 21 days after you move out. The landlord may deduct for unpaid rent or damages for which you are responsible.*

*On the other hand, a routine across-the-board deduction from the security deposit for cleaning or carpet shampooing, in the absence of abuse, waste, or neglect on your part, is prohibited.*

*Deductions can also be made for your utility bills paid by the landlord.*

*If there are any deductions from the security deposit, the landlord must furnish you with a written statement itemizing the amounts withheld.*

*State law does not require payment of interest on security deposits.*

### **Risk of Eviction**

*Tenants who pay partial rent, no rent, or late rent (even one day late) put themselves at risk of eviction, as do tenants who break the rules or terms of the rental agreement or cause damage.*

**Month-to-month tenants** may be given either a written "5-Day Quit or Pay Rent Notice" or a 14-day written notice to vacate the property.

- **5-day Notice.** This written notice from the landlord gives the tenant five days to pay rent or move out within five days. If the tenant pays, the tenancy continues. This notice can also be used for violations of the rental agreement, or material damage to the property.
- **14-day Notice.** This written notice specifies that the tenancy has ended because the tenant failed to pay the rent, broke the agreement, or damaged the property. This notice does not offer the option of paying the rent and staying in the building. If the landlord wants you to leave the property for violations of the rental agreement, a 14-day notice to vacate the property is usually given.

### **Termination notices for tenants on leases**

*When landlords don't receive the rent on time or believe the tenant has broken the rental agreement or caused damage, they may serve a 5-day written notice.*

- *If the tenant pays the rent within 5 days, the tenancy continues. If the tenant fails to pay the rent again within the following 12 months, the landlord may then give a 14-day termination notice for failure to pay rent without any other opportunity for the tenant to continue the tenancy.*
- *If tenants receive a 5-day notice for breaking the agreement, they may remain if they make a correction and comply. If tenants break any rule or cause damage within the following 12 months, the landlord may give a final 14-day termination notice specifying the breach or damage.*

*If you refuse to leave the premises after your tenancy has been terminated, the landlord may start an eviction action against **you** in Small Claims Court. You will be served a summons. This is your notice to appear in court, it does not mean you are evicted. In court, the judge asks you and the landlord to explain your sides and then will make a decision about your eviction. If you receive a summons for eviction, seek the help of a legal aid service (look up LEGAL AID in the yellow pages of your phone book) or consult with a private attorney (call the State Bar of Wisconsin Lawyer Referral Service (800) 362-9082 or (608) 257.4666.*

**Removal from premises**

*The landlord may not confiscate your personal belongings, turn off you utilities, lock you out of your apartment, or use force to remove you.*

*If the small claims court judge rules in the landlord's favor, the judge may issue a court order requiring you to leave the property. If you don't, the county sheriff may remove you and your belongings from the premises. These steps may only be taken **after** the small claims court hearing and **after** the judge orders the eviction. If the court determines that you have wrongfully overstayed, the landlord could be awarded twice the amount of rent, prorated on a daily basis, for each day you unlawfully occupy the premises.*

**Unhealthy & Unsafe Conditions**

*Sometimes rental units become unhealthy, unsafe, or unlivable due to a landlord's failure to maintain the property. It would be wise to get legal advice to learn if the tenant is able to legally abate (adjust) the rent. A lawyer may indicate how to document the condition, what agencies to contact, and what should be put in writing. If not done legally, rent abatement could result in eviction.*

*If conditions are so bad that tenants feel they can no longer safely live in a rental unit, a lawyer should be contacted before the tenants officially move out to prevent further financial obligation.*

**If a Problem Develops**

*If a problem develops between you and your landlord, information and assistance may be available from various local groups and agencies, including housing code officials, landlord and tenant associations, and the Wisconsin Department of Agriculture, Trade and Consumer Protection.*

*Landlord-tenant relations in Wisconsin are regulated by Chapter 704, Wisconsin Statutes, and by Chapter ATCP 134, Wis. Adm. Code. In addition, Chapter ATCP 125, Wis. Adm. Code, further regulates mobile home park operator-tenant relations.*

*If a landlord violates Chapter ATCP 134, for example, by refusing to return or account for your security deposit, you may be able to start an action in Small Claims Court. Section 100.20(5), Wisconsin Statutes, enables you to recover twice the amount of any actual monetary loss, together with court costs and reasonable attorney fees. Copies of Chapter ATCP 134 may be obtained from the Department's Division of Trade and Consumer Protection.*

*For more information, or to file a complaint, contact the Bureau of Consumer Protection at:*  
**(800) 422-7128**

**Milwaukee (414) 266-1231      Madison (608) 224-4960      Green Bay (920) 448-5110**

**Eau Claire (715) 839-3848      FAX: (608) 224-4939      TTY: (608) 224-5058**

**E-MAIL: [datcph hotline@datcp.state.wi.us](mailto:datcph hotline@datcp.state.wi.us)**

**WEBSITE: <http://datcp.state.wi.us>**

## **SMOKE DETECTORS**

Landlords must supply and maintain all required smoke detectors. Tenants must notify the landlord of a malfunctioning smoke detector and the landlord is required to repair or replace the smoke alarm within five (5) days of being notified by the tenant. The City of La Crosse smoke alarm ordinance is reprinted below:

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### **Subsection 3.13 (H) SMOKE DETECTOR REQUIREMENTS.**

All residents or rental dwelling units within the city, regardless of single family dwellings, two family dwellings or multiple unit buildings, shall be installed with smoke detection devices in accordance with the following requirements.

- (1) **Installation.**
  - (a) Smoke detector systems shall be installed in accordance with the provisions of NFPA 72E or NFPA 74 and in accordance with the manufacture's directions and specifications.
  - (b) Except as provided in s. ILHR 57.16(2)(b), all smoke detectors interconnected with each other or with the manual fire alarm system shall be installed in accordance with the provisions of NFPA 72A. Where smoke detectors are interconnected with the manual fire alarm system, the smoke detectors shall be wired in accordance with the provisions specified in s. ILHR 16.34.
- (2) **Maintenance.** Smoke detectors shall be maintained as follows, except as noted in s. ILHR 57.16:
 

All smoke detectors and smoke detection equipment whether required by the code or not must be maintained in an operable condition. In lieu of maintaining smoke detectors or smoke detection equipment, this equipment may be removed if the detection equipment is not required by code. Local fire officials should be contacted prior to removal and their permission obtained.

  - (a) The owner shall be responsible for maintaining the smoke detectors and the smoke detection system in good working order.
  - (b) Tenants shall be responsible for informing the owner, in writing, of any smoke detector malfunction, including the need for a new battery.3.13
  - (c) The owner shall have 5 days upon receipt of notice from the tenant to repair or replace the smoke detector or replace the battery.
  - (d) The owner shall furnish to the tenant written notice of the responsibilities of the tenant and the obligations of the owner regarding smoke detector maintenance.
  - (e) Tenants shall acknowledge to the landlord in writing that smoke detectors in the rental property are in working order at the time of occupancy and annually thereafter.
  - (f) No owner, tenant or other person shall disconnect, disable or otherwise render inoperative a functioning smoke detector installed pursuant to the provisions of this section. (Ord. #3600 Repealed and recreated 3/14/96)

## **City of La Crosse - E-Z Guide To** **Garbage – Recycling – Yard Maintenance**

*A quick and easy guide to disposal of garbage, refuse and recycling.*

***“Its E-Z To Keep The City Of La Crosse Neat, Clean and Presentable”***

### **Garbage Do’s & Don’ts**

**Do** make sure each garbage can is closed with a tight fitting lid.

**Don’t** put food waste outside in only plastic bags. Raccoons and squirrels open them. Put garbage in the can.

**Don’t** place garbage out for pick-up earlier than 12 hours prior to scheduled pick-up.

**Do** remember that yard waste and recycling are picked up on alternating weeks. For more info. Call 789-7508.

**Do** remember that brush is not picked up by the refuse hauler.

**Don’t** use a dumpster that you are not authorized to use.

### **Appliance Disposal & Recycling Do’s & Don’ts**

**Do** pay the \$25 special pick-up fee per appliance to the City Treasurer, 2<sup>nd</sup> Floor, City Hall, 400 La Crosse Street, and **Do** place the orange “PAID” sticker on the old appliance (such as refrigerators, water heaters, stoves, humidifiers, de-humidifiers, dishwashers, air conditioners, microwaves, etc. before they are placed out for pick-up.

**Do** recycle the following materials in the green container provided by the City:

- **Glass, aluminum and tin cans**, (no window glass or mirrors), newspapers in paper bags may also be placed on top of the recycling container.

**Don’t** recycle **plastic bottles, milk containers, detergent bottles**, etc. Place plastic in your regular garbage.

### **Yard Storage Do’s & Don’ts**

**Don’t** park in the front yard of your house or apartment – except in the driveway.

**Do** make sure that cars stored outside are currently licensed and operable.

**Don’t** use furniture manufactured for indoor use outside.

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**Do** make sure that old appliances have their doors removed and the City “PAID” sticker on them before they are placed outside for pick-up.

**Do** remember to pick up pet droppings immediately when not on pet owner’s property and in a timely manner when on pet owner’s property.

### **QUICK TIPS!**

- **Please keep lawn height to less than 6”**
- **Tires may NOT be stored outdoors. City garbage hauler will not pick up tires. Tires can be disposed of at local tire dealers for a small fee.**
- **Furniture, mattresses, box springs, and carpeting (cut into pieces not to exceed 4’-0” in length) are picked up by the City’s waste hauler every other week – opposite the recycling week.**

*FOR MORE INFORMATION, CONTACT THE RECYCLING OFFICE*

*608/789-7508*

*or*

*WWW.CITYOFLACROSSE.ORG*

*Thank-you for keeping our neighborhoods*

*Neat, Clean And Presentable*

**“A NEIGHBORHOOD CLEAN IS A BEAUTIFUL SCENE.”**

**CONTACT INFORMATION  
CODE REFERENCES  
and  
RESIDENTIAL RENTAL INSPECTION  
CHECKLIST**

**EMERGENCY POLICE & FIRE**

**911**

**NON-EMERGENCY POLICE**

**785-5962**

**REFUSE HAULER**

**HARTER QUICK CLEAN-UP SERVICE**

**782-7508**

**RECYCLING DEPARTMENT**

**789-7508**

**CITY TREASURER**

**789-7528**

*(Appliance Stickers)*

**BUILDING & INSPECTIONS  
DEPARTMENT**

**789-7530**

**[www.cityoflacrosse.org](http://www.cityoflacrosse.org)**

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**REPRINT OF “PURPOSE AND SCOPE” PART OF THE  
RESIDENTIAL RENTAL INSPECTION ORDINANCE**

8.06 RESIDENTIAL RENTAL PROPERTY MANDATORY INSPECTION PROGRAM.

(A) PURPOSE AND SCOPE

(1) Purpose.

(a) This ordinance is adopted for the purpose of preserving and promoting public health, safety, comfort, convenience, and general welfare and prosperity of the people of the City and environs and for preserving and enhancing the general physical and aesthetic condition and monetary value of real property and neighborhoods by establishing minimum housing and property maintenance standards for controlling and effecting the occupancy, use, maintenance and repair of all buildings and structures within the City of La Crosse which are operated, used, employed or utilized for the purpose of rental housing.

(b) It is recognized that there may now be, or, may in the future be, buildings, structures, yards or vacant areas and combinations thereof which are so dilapidated, unsafe, dangerous, unhygienic, overcrowded, inadequately maintained or lacking in basic equipment or facilities, light, ventilation and heating so as to constitute a menace to the health, safety, and general welfare of the people and a public nuisance or blighting influence upon the neighborhood. The establishment and enforcement of minimum rental housing and property maintenance standards is necessary to preserve and promote the private and public interest. The purpose of this section is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this section.

(2) Scope.

The provisions of this section shall apply to all buildings or portions thereof used, designed or intended to be leased, let, farmed out, demised or rented for human habitation as well as any garages or outbuildings included within such rental arrangement.

(3) Exceptions.

All rest homes, convalescent homes, nursing homes, hotels, motels, properties owned or operated by the Housing Authority of the City of La Crosse, college and university owned dormitories are exempt from the provisions of this section. Rental dwellings in existence at the time of adoption of this section (3/13/03) may have their existing use or occupancy continued, if such use or occupancy

is in accordance with applicable code at the time of adoption of this section, provided such continued use is not dangerous to life, health, property or public welfare.

- (4) Application to existing buildings.  
All additions, alterations or repairs shall be built in compliance with the provisions of Chapter 16 of the La Crosse Municipal Code and any amendments thereto as well as the applicable provisions of this Chapter.

(C) MANDATORY INSPECTIONS.

- (1) Mandatory inspections required. Mandatory inspections shall be required for all rental units owned and operated as a residential rental housing unit as of January 1, 2004. Prior to January 1, 2004, inspections shall be required prior to transfer of ownership of any rental housing unit.
- (2) Establishment of five-year revolving schedule. The Director of Building and Inspections may establish a five (5) year revolving inspection schedule of all residential rental units commencing January 2, 2004. Although random inspections may also be performed of rental housing units as part of the five-year cycle, the oldest buildings and units may be given first priority in establishing the schedule.
- (3) New construction. The first mandatory inspection of a new rental unit may be waived by the Director for a period of up to five years after the initial, original Certificate of Occupancy is issued for such new rental housing unit.
- (7) Inspection required. If an owner, occupant, or other person in charge of a dwelling, dwelling unit or a multiple dwelling fails or refuses to permit free access and entry to the structure or premises, or any part thereof, for an inspection authorized by this section, the enforcement officer may, upon a showing that probable cause [as the term is defined in Camara v. Municipal Court, 387 U.S. 523, (1967)] exists for the inspection or for the issuance of an order directing compliance with the inspection requirements of this section with respect to such dwelling, dwelling unit or multiple dwelling, petition and obtain an order to inspect and/or a search warrant from a court of competent jurisdiction. Except as specifically authorized to the contrary by the court in exigent circumstances, search warrants under this section shall be executed at reasonable times and after reasonable efforts to give the owner (or other person in charge) and the occupant at least five (5) days written notice of the date and time of the inspection authorized by the warrant. The notice of inspection shall articulate the scope of the inspection. An authorized representative of the property owner shall be present on the premises during inspections; however, failure of a property owner to comply with this requirement shall not deprive the City of the authority to inspect.
  - (a) If a unit passes inspection on the first inspection of each five (5) year cycle, the unit may not be reinspected until the next five (5) year cycle or until a complaint is received or until probable cause of substandard building or unit exists or

- until an inspection is requested by the owner, owner's agent or manager of such unit.
- (b) If a rental unit fails inspection for any reason, the unit shall be brought into compliance, reinspected and shall pass reinspection. If a rental unit does not pass inspection that rental unit may be inspected during the following calendar year and each subsequent calendar year until it passes on a single inspection. Reinspections shall be performed as described in subparagraph (a) above.
  - (c) Upon inspection and finding a violation the Director shall notify the owner, manager or owner's agent in writing to correct the violation. The owner or manger may request an additional or voluntary inspection of a unit at any time after first paying the fee prescribed for voluntary annual inspection or reinspections.
  - (d) If an initial inspection of the dwelling unit has not been completed prior to a sale or transfer of the dwelling unit, the Director of Building & Inspections shall conduct such inspection prior to such sale or transfer. There shall be a fee of thirty-five dollars (\$35.00) for this inspection. This paragraph shall be effective after passage and publication of this ordinance notwithstanding subsection (C) of this ordinance.
- (8) Responsibilities of Owners and Occupants/Residential Rental Pamphlet and Lease Requirements.
- (a) Owners shall be responsible to abate nuisances and maintain their property in accordance with the provisions of this section even though an obligation may also be imposed on the occupants of the building. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining any shared or public area of the dwelling and premises thereof.
  - (b) Every owner of any rental dwelling unit shall at the time of execution of a residential lease agreement or at the time of delivering occupancy of a rental dwelling unit to a tenant in the absence of a written rental agreement, and prior to January 1, 2004, furnish to the tenant a pamphlet to be approved by the Director of Building and Inspections setting forth tenant and owner rights and responsibilities. This pamphlet shall at a minimum inform the tenant that an owner of a rental dwelling unit may not retaliate against the tenant under state law in the event the tenant makes a complaint to the Director of Building and Inspections regarding any condition affecting the rental dwelling unit. The pamphlet shall also provide information as to the proper procedure for making a complaint to the Department of Building and Inspections. The pamphlet shall also include a description of the scope of the inspection. Pamphlets shall also include information notifying property owners and tenants of state and local laws, which prohibit discrimination in housing. The pamphlet shall also include information provided for in Ordinance 3.13(H), with respect to smoke detectors and the requirements of the owners and the tenant. The owner shall also advise the tenants that the owner of the residential

rental dwelling unit in accordance with this ordinance and Chapter 134 of the Wisconsin Administrative Code, Agriculture Trade and Consumer Protection, as well as Wis. Stats. 704.05(2) has a right to enter the dwelling unit for the amount of time reasonably required to inspect the premise and that failure of any tenant to allow for such inspection as is required under this ordinance may be grounds for termination of any tenancy and/or a violation of any said lease agreement. This pamphlet shall also be provided to tenants upon renewal of their lease if a pamphlet had not been provided to said tenants within the previous two (2) years. All tenants shall also receive a pamphlet within six (6) months after the pamphlets are available to the landlords or property owners after enactment of this ordinance.

(D) Minimum Housing, Property Maintenance and Sanitary Standards.

- (1) The minimum standards for basic equipment, lighting, ventilation, heating, electrical service, fire code violations, offenses endangering public safety, property and street, alley and sidewalk issues required to protect and ensure the health and welfare of the people referenced in:
  - (a) CHAPTER III ENTITLED POLICE AND FIRE DEPARTMENTS
  - (b) CHAPTER V ENTITLED STREETS, ALLEYS, AND SIDEWALKS
  - (c) CHAPTER VIII ENTITLED DWELLING AND SANITARY REGULATIONS
  - (d) CHAPTER XV ENTITLED ZONING
  - (e) CHAPTER XVI ENTITLED BUILDING CODE
  - (f) CHAPTER XVII ENTITLED ELECTRICAL CODE
  - (g) CHAPTER XVIII ENTITLED HEATING, VENTILATING, AIR CONDITIONING AND APPLIANCES CODE
  - (h) CHAPTER IXX ENTITLED PLUMBING CODEand all other sections of this code as required to preserve and promote the private and public interest and shall be applied as required in the enforcement of this ordinance.

**Building and Inspections Department Rental Unit Inspection Checklist**

Property Address \_\_\_\_\_ Unit No \_\_\_\_\_  
 Inspected by \_\_\_\_\_ Date \_\_\_\_\_ Year Built \_\_\_\_\_

	Pass	Fail	Comments: _____
<b>Electrical</b>			
A. Alarm Systems	?	?	_____
B. Smoke alarms	?	?	_____
C. Panels/overcurrent protection	?	?	_____
D. Switches, outlets & fixtures	?	?	_____
E. Temporary wiring	?	?	_____
<b>HVAC</b>			
A. Furnace – Boiler	?	?	_____
B. Chimneys	?	?	_____
C. Chimney connectors	?	?	_____
D. Enclosures	?	?	_____
E. Ventilation – Combustion air			_____
<b>Hazards</b>			
A. Fuels	?	?	_____
B. Storage (junk, debris, flammables)	?	?	_____
C. Occupancy – Use	?	?	_____
D. Required separations	?	?	_____
<b>Exiting</b>			
A. Building	?	?	_____
B. Dwelling units	?	?	_____
1. Path of egress	?	?	_____
2. Exit hardware	?	?	_____
C. Bedrooms	?	?	_____
1. Escape windows	?	?	_____
<b>Plumbing</b>			
A. Required fixtures	?	?	_____
B. Piping	?	?	_____
C. Cross Connection Control	?	?	_____
D. Water heater	?	?	_____
E. Water supplies – DWV	?	?	_____
F. Leakage	?	?	_____
<b>Sanitation</b>			
A. Infestation	?	?	_____
B. Garbage – rubbish facilities	?	?	_____
<b>Structure – Weather Protection</b>			
A. Exterior			
1. Foundation	?	?	_____
2. Walls – trim	?	?	_____
3. Windows – screens	?	?	_____
4. Doors	?	?	_____
5. Roofs	?	?	_____
6. Stairways and handrails	?	?	_____
7. Chimneys	?	?	_____
8. Leakage	?	?	_____
9. Address numbers	?	?	_____
B. Interior			
1. Floors	?	?	_____
2. Walls	?	?	_____
3. Windows	?	?	_____
4. Doors	?	?	_____
5. Ceilings	?	?	_____
6. Minimum room size	?	?	_____
7. Natural light	?	?	_____
8. Stairs and handrails	?	?	_____
9. Supplied appliances	?	?	_____
10. Leakage	?	?	_____

An example of the Inspector’s checklist is also available at [www.cityoflacrosse.org](http://www.cityoflacrosse.org) under “[Rental Unit Inspection Guidelines](#)”.

*PLEASE HELP KEEP THE CITY OF LA CROSSE  
 NEAT, CLEAN AND PRESENTABLE*

# INDEX

## A

Advice on checking out apartments, 4-5

Agriculture, Trade & Consumer Protection contact info, 5, 9

## B

Barbeque Grills, 10-A, 10-B

Basement , things to check before renting, 5

Building Inspector contact info, 3

## C

City Inspector Contact Info, 3

Code references, 13 – 18

Consumer protection - Tenant's rights & responsibilities, 6-9

## E

Electrical Inspector contact info, 3

## G

Garbage and recycling rules, 10-C, 11, 12

Garbage service pick-up complaint – call Recycling Dept, 10-C

Garbage strewn about property complaint- call Inspector, 3

Grilling outside, 10-A, 10-B

## L

Landlord's rights and responsibilities, 6-9

## P

Plumbing Inspector - contact info, 3

Purpose and scope of residential rental ordinance, 14 – 18

## R

Recycling Department contact info, 10C

Residential Rental Inspection –Inspector's Checklist, 18

## S

Smoke Detectors, 10