

RELATED NOTICE STATUTES AND RULES

32 **ATCP 134.09 Prohibited practices.**

33 (2) **UNAUTHORIZED ENTRY.** (a) Except as provided under par. (b) or (c), no landlord may do any of the following:

34 1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective tenants
35 or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time reasonably required to inspect
36 the premises, make repairs, or show the premises to prospective tenants or purchasers.

37 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least 12
38 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

39 (b) Paragraph (a) does not apply to an entry if any of the following applies:

40 1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

41 2. A health or safety emergency exists.

42 3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from damage.

43 (c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling unit at
44 reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the nonstandard provision,
45 if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to the
46 tenant. The landlord shall specifically identify and discuss the nonstandard provision with the tenant before the tenant enters into
47 any rental agreement with the landlord. If the tenant signs or initials the nonstandard rental provision, it is rebuttably presumed
48 that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the tenant has agreed
49 to it. Note: The separate written document under par. (b) may be pre-printed.

50 (d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who may be
51 present in the dwelling unit, and identifying himself or herself upon request.

52 Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is present in the
53 dwelling unit, the landlord must then identify himself or herself upon request.

54 **254.173 Immunity from liability for lead poisoning**

55 **or lead exposure; restrictions.**

56 (2) **IMMUNITY; CONDITIONS; RESTRICTIONS.** An owner of a dwelling or unit of a dwelling and his or her employes
57 and agents are immune from civil and criminal liability and may not be subject to an agency proceeding under ch. 227, other than
58 for the enforcement of rules promulgated by the department under this subchapter, for their acts or omissions related to lead
59 poisoning or lead exposure of a person who resides in or has visited the dwelling or unit if, at the time that the lead poisoning or
60 lead exposure occurred, a certificate of lead-free status or a certificate of lead-safe status was in effect for the dwelling or unit.
61 This subsection does not apply if it is shown by clear and convincing evidence that one of the following has occurred:

62 (d) The owner or his or her employee or agent failed to respond in a timely manner to notification by a tenant, by the department
63 or by a local health department that a lead-bearing paint hazard might be present.

64 **PROPOSED DHFS DRAFT AS OF 1-1-01**

65 **HFS 163.03 Definitions.** *In this chapter:*

66 (25) *"Deteriorated paint" means known or presumed lead-based paint that is cracking, flaking, chipping, peeling, chalking or*
67 *otherwise separating from the substrate of a building component or from underlying paint on a component. Deteriorated paint*
68 *does not include known or presumed lead-based paint where nail holes, hair-line cracks, or small nicks or scratches resulting*
69 *from normal wear-and-tear are present, provided all layers of paint remain securely bonded to the substrate.*

70 **HFS 163.43 Certificate of lead-safe status.**

71 (3) **CONDITIONS FOR MAINTAINING A CERTIFICATE OF LEAD-SAFE STATUS.** *All of the following conditions apply for*
72 *maintaining a certificate of lead-safe status:*

73 (c) *Provide materials before occupancy. Before an individual who is not a member of the property owner's immediate family takes*
74 *occupancy of a lead-safe dwelling unit, the property owner or the property owner's agent or employee shall provide all of the*
75 *following to the individual:*

76 3. *A form for an occupant to report deteriorated lead-based paint to the property owner or the property owner's agent or*
77 *employee. The occupant shall be instructed to submit the form to the property owner or the property owner's agent or employee*
78 *when deteriorated paint is detected. When a form is submitted, the property owner or the property owner's agent or employee*
79 *shall sign and date the form to indicate receipt and give a copy of the form to the occupant. The form shall ask the occupant for*
80 *all of the following information:*

81 a. *The location of the dwelling unit.*

82 b. *The name and contact information for an adult occupant of the dwelling unit.*

83 c. *The location of the deteriorated paint.*

84 d. *The date the notice is delivered to the property owner or the property owner's agent or employee.*