



Writer's email: [kramer@kewlaw.com](mailto:kramer@kewlaw.com)

January 5, 2019

**By E-Mail Only**

Justin La Plante  
374 Raven Lane  
Madison, WI 53704

Re: Your Lease with Oak Park Terrace MHC

Mr. La Plante:

As you know, I represent Oak Park Terrace (Oak Park MHC, LLC) and Lakeshore Management, Inc., and I write this letter on their behalf. I have represented them in Wisconsin for almost seven years, and I have been practicing law for over 14 years. I am well-versed in landlord-tenant law and I take allegations that my client is not complying with the law seriously.

You may know that the main bodies of law governing the landlord-tenant relationship and the obligations of landlords, including manufactured housing or mobile home communities, are Chapter 704 of the Wisconsin Statutes and Chapter ATCP 134 of the Wisconsin Administrative Code. There are also Madison General Ordinances that apply, as well as some federal laws, and a handful of other state laws and regulations. I assure you that my clients are aware of and comply with all applicable laws.

I would like to start out by remind you that you remain subject to the Oak Park Terrace Rules and Regulations, which you received a copy of when you signed your last lease, as do all residents of Oak Park Terrace. Of particular interest to you might be **Rule 14**, which prohibits soliciting or going door to door within the community. If you intend to engage in any such conduct, I suggest you change your plans. Note that the rules do allow for Oak Park Terrace to assess a \$75 fine for violations of the Rules and Regulations that go uncorrected (see **Rule 3.5**); however, since focusing on the turnover of employees in the past several months, Oak Park Terrace has given residents more leeway with respect to rule violations, and has not been assessing the fine, as it could have been. However, this leeway should not be expected to continue, as Oak Park Terrace works toward again having the resources to manage all aspects of the community and ensure that rules are being followed. Violations of any Rules and Regulations that do not cease or go uncorrected are grounds for eviction.

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### **Communications, “Agreements”**

I am in receipt of multiple communications from you from recent weeks wherein you set forth complaints/demands/requests (I will interchangeably call them “complaints” or “demands” throughout this letter) you have about Oak Park Terrace, the mobile home community in which you live. I have reviewed your complaints with my clients and have considered your claims that my client’s action are in violation of one or more laws. Oak Park Terrace is your landlord; as such, that is who is responsible for the topics you mention.

First, please see the attached letter, which is being mailed to the residents whose names appeared on the “sign in sheet” you provided to Lynn Speidel, Oak Park Terrace Community Manager, who provided it to me.

Second, although I have already stated this, I want to be extremely clear: no “agreement” has been made by Oak Park Terrace or anyone on its behalf, including me, with you or any residents allowing anyone to pay anything less than the full amount of rent, including the January 2019 increase. As I indicated in my email to you of January 3, the only “agreement” or promise I made on Oak Park Terrace’s behalf, other than that I would get back to you in response to your demands, is that “Oak Park Terrace will not take any adverse action against you based upon your failure to sign the new lease, since I am currently reviewing your requests/demands.”

### **What is Required of You Now**

As Oak Park Terrace provided proper advance notice to you of the rent increase, Oak Park Terrace is entitled to collect the increased rent amount, regardless of whether you sign the new lease. See Section ATCP 125.05(1) of the Wisconsin Administrative Code. To be clear: **you are required, as a condition of your continued residency at Oak Park Terrace, to pay the full rent in the amount set by Oak Park Terrace.** Failure to do so is grounds for eviction.

Additionally, now that you have received my response to your demands, and Oak Park Terrace’s position is that it will not renegotiate the lease terms with you, or any residents, you are required to sign the new lease, if you wish to continue residing at Oak Park Terrace. Regardless of whether you applied my agreement to suspend action with regard to the new lease to you and/or to other residents, it is a moot point now. No adverse action has been taken against anyone due to failure to sign a lease. However, as you, as well as the residents whose names I have from the “sign in sheet” are now being informed, this “negotiation” is over and there will be adverse action for refusal to sign a lease. Again, refusal to sign the lease is grounds for eviction. Not signing the lease is not only a violation of Oak Park Terrace’s policy, it is a violation of the law. See Section ATCP 125.03(1) of the Wisconsin Administrative Code.

Because you were awaiting my response to your demands, with permission to wait on the new lease, Oak Park Terrace will grant you an extra ten days. This constitutes your official notice: **You must sign the 2019 lease by January 14, 2019, or plan to move out of Oak Park Terrace.** As

you can see from the attached letter that was sent to other residents, they will be issued notices as well if they do not sign the new lease.

### **Your Itemized Demands**

The most recent detailed communication is an e-mail from you dated December 31, 2018, which appears to set forth your current list of demands. As such, I will respond in turn to the demands listed in that email. Throughout your email you reference “agreed upon” terms. I assume you mean that you and the other residents with whom you met earlier this week have agreed upon the terms, because Oak Park Terrace has agreed upon nothing, other than noted above.

#### *Your “Negotiable” Demands*

1. Rent of no more than \$550.00. Oak Park Terrace will not set the rent at \$550, or at any amount you demand. As the property owner, Oak Park Terrace has the right to set the rental rates for the mobile home sites. Nowhere in the laws that regulate the landlord-tenant relationship is there a provision prohibiting the landlord from setting the rent at an amount it sees fit.
2. Resident lead committee. Oak Park Terrace is not interested, nor is it required, to agree to this proposal, and declines to do so.

#### *Your “Non-Negotiable” Demands*

As an initial matter, if your demands are, in fact, non-negotiable, then that leaves you with the choice of vacating Oak Park Terrace. Oak Park Terrace is not going to negotiate the below terms with you or any residents (other than as specifically noted under each item) and, as such, you are required to sign the new lease, as is, and pay the current lot rent, or vacate.

1. Rent of no more than \$603. See response to number one above. The rent rates will not be changed.
2. No rent increase for five years. This will not be done. See response to number one above. Further, the rent increases have been reasonable and are within the discretion of Oak Park Terrace to set. The residents have the choice to pay the rent increase or seek another place to reside.
3. Future rent increases of no more than \$20.00. This will not be done. See response to number one above, and number two in this section.
4. Repairs to resident slabs; clemency to residents who purchased trailers that were “defective”; repair issues with new trailer installs. This demand is confusing and vague. Even if I can make sense of what you are seeking, generally, the response is as follows: Vague demands that may apply to some residents cannot be entertained because Oak Park

Terrace has no way of knowing which lots/residents allegedly have this issue. Furthermore, these topics are largely dealt with in the Rules and Regulations. See **Rules, Section 11**. (When “Rule” or “Rules” is used herein, it refers to the numbered rules and sections contained in the Oak Park Terrace Rules and Regulations, attached as Appendix B to the lease.)

In the event there exists an actual, specific issue relating to a repair obligation of Oak Park Terrace as required by law, and it is brought to the attention of Oak Park Terrace directly by the resident whose lot/home is impacted, a more specific response to the issue will be provided.

5. Remove insurance requirement from lease. This will not be done. Again, Oak Park Terrace has the right to include reasonable terms of residence, and the requirement that mobile home owners insure their homes that are being placed on Oak Park Terrace’s sites is a completely reasonable requirement. Further, it is for the residents’ own good, preventing potentially devastating losses in the event of a fire or other disaster. Without insurance, a resident may be displaced and may lose all of his or her property without funds for replacement. Insurance can help with these things and can be surprisingly affordable. Further, it is standard for landlords, particularly mobile home communities, to be named as an additional insured on a tenant’s policy. It costs nothing to the insured, and it is typically as simple as providing the landlord’s name and address to the insurer. Such step is of no detriment to residents.

For residents who do not have home insurance and aren’t sure where they might be able to get it, I have included one recommendation with the letter mailed out to the “sign in sheet” residents dated January 4; residents are, of course, free to purchase insurance from a company of their choosing. Residents without insurance will be given a written notice giving them some time to come into compliance with that provision of the lease, as we understand it can take some time to apply for and obtain insurance coverage for the first time on a home. Thereafter, residents refusing to insure their homes will be in violation of the lease, which is grounds for eviction.

As to your comment about insurance only being required if a resident is running a commercial business, any such resident would be in violation of the Rules and Regulations. See **Rule 15.1**.

6. Repair current issues with the sewer, water, and electrical lines. This partially repeats item number 4 and is, again, extremely vague. Oak Park Terrace cannot agree to repair items of which it has no actual knowledge or specific information. Oak Park Terrace has maintained its water, sewer, and utility lines in compliance with local and state laws and will continue to do so. With respect to any potential water quality or pressure issues, that responsibility falls with the City of Madison, and it is not under the control of Oak Park Terrace. Further, I recommend reviewing the Rules and Regulations portions that address

what is the resident's responsibility in this regard. See **Rules, Section 11; also see Rule 12.2.**

7. Street lighting, mailbox canopy and lighting, canopy for electrical posts. There is street lighting now and it is tested quarterly to ensure proper functioning; this will not be changed. There are some old lamp posts on sites that were previously gas-powered and are no longer functional. These do not pose a safety risk. However, since they no longer function, Oak Park Terrace is looking into having them removed. Oak Park Terrace will be installing a canopy and lighting at the mailboxes. As for the electrical posts/banks, Oak Park Terrace is unaware of any actual issue with the functionality or safety of any of them. The banks are sealed with no wires exposed. Further, it is not reasonable to place a canopy over each one, nor would it necessarily "protect" them as you state.
8. Statement that "Lakeshore as a landlord" is responsible for city, state, and federal property fees and taxes. This demand is vague, but I can state the following: Lakeshore is not your landlord; Oak Park Terrace is. Individual residents are responsible for the municipal parking fee for their site, assessed by the City of Madison, as explained in the lease (this has been this way for years); this parking fee is a pass-through cost that is itemized separately from rent on resident invoices. Residents are responsible for any taxes on the resident's owned home, and any fines or fees assessed from any government entity based upon the actions or inaction of the individual resident or his or her occupants or guests. Oak Park Terrace is responsible for all other city, state, and federal property fees and taxes that relate to the real property that is Oak Park Terrace.
9. Definition of the property rights and responsibilities. This already exists. A number of rights and responsibilities of both the residents and Oak Park Terrace are laid out in the site lease, as well as in the Rules and Regulations. I recommend reading the Rules and Regulations thoroughly as rights and responsibilities are discussed throughout. If a resident who rents a home from Oak Park Terrace has questions about how his or her rights or responsibilities may differ, he or she may discuss those questions with Oak Park Terrace.

### **Other Issues**

You have claimed that Lynn Speidel, Community Manager at Oak Park Terrace had "refused payments and locked the office on residents" on Friday. The door was not locked, and Ms. Speidel was there. Any refused payments were refused because they were less than the full amount due – this is a policy of Oak Park Terrace to which it has always adhered. See **Rule 3.1. No residents, including you, were ever given permission, or subject to an agreement, to suspend the rent increase and only pay the prior rental amount.** That was an interpretation that you decided to craft. Suspension of the requirement to sign the new lease does not equate to suspension of the requirement to pay the new amount of rent; as stated previously, proper advance notice was given of the rent increase.

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You indicated that “I was handed a copy of my rent check with no notary as a 'receipt' [sic].” Ms. Speidel complied with the law by giving you a photocopy of your check. In fact, no receipt is required when the rent is paid by check. See Section ATCP 134.03(2)(b) of the Wisconsin Administrative Code.

You mentioned that you have become aware there are residents “without updated leases back to 2013.” That is entirely possible. Oak Park Terrace sends out a new lease to each resident every year, as it is required to do by law. However, some residents have never returned them. With all of the turnover in both residents and employees over the years, it has proven difficult to keep up with all leases and whether they were signed or not; it is possible some have been missed in that regard. You will be glad to know that Oak Park Terrace is already in the process of correcting this issue. Any residents without current signed leases will be required to sign a new lease. Anyone living in Oak Park Terrace that does not have a signed lease because they never applied for or were approved for residency will be required to apply for residency or vacate Oak Park Terrace. I think that the benefits of having all residents at Oak Park Terrace on current signed leases is something we can agree on.

You have claimed the lease that has been presented to you for signing to be “fraudulent” and “illegal” yet the only item in your demands that relates to the contents of the lease is the insurance requirement. Oak Park Terrace’s lease complies with all applicable laws. See Chapters ATCP 125 and ATCP 134 of the Wisconsin Administrative Code and Chapter 704 of the Wisconsin Statutes.

In your various communications to me, you have made vague accusations about what you claim to be illegal conduct on the part of my client. Not only do you refer to residents other than yourself, you do not provide names, addresses, or important factual details that would enable me to assess the matter. Without specifics, I will not engage in responding to your vague statements. I will not get into a game of guessing what you are referencing and then attempting to defend my client based upon only having some of the alleged facts, nor will my client engage in such a game. In the event any resident affected by a supposed illegal practice wishes to bring the specific facts to my attention, I will address any such concern in turn.

You have tossed out vague threats about bringing your complaints to the attention of government officials. I am sure you know that no government agency is going to take action against a Oak Park Terrace unless and until Oak Park Terrace has been made aware of specific issues for which it is responsible and which violate the law, and it subsequently fails to address the issues. This is an important condition precedent to any complaint that could be sustained by you, or any other resident, or any governmental entity against Oak Park Terrace.

You are not being given special treatment; all residents are subject to the same expectations. This communication is addressed only to you because you are the individual who has corresponded with me, outlining a list of complaints. That said, Oak Park Terrace believes transparency in a situation like this is important. That is why I am attaching for you the letter that I sent to the

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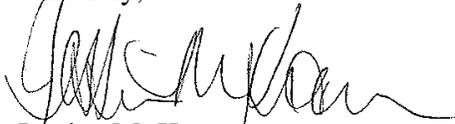
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residents on the “sign in sheet” from last week’s meeting. You are also free to share this letter with whomever you chose.

Now that you have my client’s position on this matter, including that there will be no renegotiation of the lease, I expect that I will no longer receive multiple emails from you regarding your dissatisfaction with your place of residency. You have a choice: accept the terms – which are legal – being offered to you by your landlord or move. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jessica M. Kramer". The signature is fluid and cursive, with a long horizontal flourish at the end.

Jessica M. Kramer

JMK

Enclosure

cc: Oak Park MHC, LLC (by e-mail)