

## LANDLORD / TENANT AGREEMENT

This form must be received a minimum of three business days prior to change.

### **SERVICE ADDRESS:**

#### **Landlord/Management Information**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_

#### **New Tenant Information**

#### **Move In/Obligation Start Date:**

Name: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_  
 DOB: \_\_\_\_\_ Phone #: \_\_\_\_\_ Alt Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_

#### **Former Tenant Information**

#### **Move Out/Obligation End Date:**

Name: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_  
 DOB: \_\_\_\_\_ Phone #: \_\_\_\_\_ Alt Phone #: \_\_\_\_\_  
 Forwarding Address: \_\_\_\_\_

#### **Landlord / Management Agreement**

As landlord/property manager for this service address, I accept responsibility for notification to the Town of Grand Chute Utilities for any changes in occupancy. I further understand that said notice must be made within three business days of change of occupancy to avoid billing discrepancies. As Landlord, I accept the responsibility for payment of all Town of Grand Chute Utility billings during vacancies for this service address. I understand that any unpaid balances as of November 15th of each year will be placed on the tax roll, with penalty.

Landlord/Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Tenant / Utility Customer Agreement**

As tenant/utility customer for this service address, I accept responsibility for payment of all Town of Grand Chute Utility billings during my occupancy. I hereby authorize that my landlord have access to information related to my account and usage status as well as the ability to make changes to my utility account with regard to the mailing address and/or the request for a Final Reading to end my utility service. I understand that by signing this agreement, the landlord will be notified by mail any time the Utility bills for this address become delinquent, as well as if any balance is subject to the tax roll transfer. I further understand that any unpaid balances as of November 15th of each year will be placed on the property owner's tax roll, with penalty. I have read and understand the Statute as quoted and the lien process as follows on page 2.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **LANDLORD / TENANT AGREEMENT – WATER AND SEWER STATUTE AND LIEN PROCESS**

Pursuant to Wis. Stat. §66.0809 (5), a landlord may elect to receive notice should his tenant's account become delinquent. This form provides the Utility with the necessary approval to provide the landlord with notification in the case the tenant becomes past due, as well as provide the landlord with authority to access account information regarding the account status and usage pursuant to Wis. Stat. §196.137.

**Delinquent Notices (Quarterly):** The property owner (hereinafter referred to as "landlord") will be mailed a notice of the past due balance if a tenant fails to pay the quarterly billing within 14 days of billing and late fees are applied.

**Tenant Vacates Premises:** If the tenant vacates the premises, in order for the Utility to continue sending notices to the tenant regarding a past due balances, the landlord must provide the Utilities Office with written notice that contains the forwarding address of the tenant and the date that the tenant vacated the premises. Notification shall be provided by the landlord no later than 21 days after the date on which the tenant vacates the rental unit.

**Pre-Tax Notice (October 15):** Both the landlord and the tenant will be mailed a notice of past due balances on October 15 of each year for any debt incurred prior to October 1st. Once this notice has been sent, a statutory lien is created against tenant's personal assets, which will only be enforced if the past due balance is not paid by November 15.

**Tax Penalty (November 1):** If payment has not been made to the Utility by November 1, an additional penalty of 10% of the past due amounts of each utility category (Water, Sanitary Sewer and/or Storm), and will be added to the amount owed.

**Tax Transfer (November 15):** If full payment is not received by November 15, the past due amounts, plus penalties, will be levied as a tax against the landlord's property. This action will be taken in accordance with Wis. Stat. § 66.0809 (3). There is no exception from the tax levy for rental property although additional provisions may apply to certain rental properties as described below.

If the property provided with utility service is residential rental property, and the Utility has a Landlord/Tenant Agreement wherein it is stated that the tenant is responsible for payment of utility charges at the rental dwelling unit, Wisconsin law grants the Utility a lien upon the responsible tenant's personal assets in the amount of the past due amount plus penalties. The lien becomes effective if a Pre-Tax Notice is mailed to the tenant on October 15.

If the tenant responsible for the past due utility charges pays the full amount plus penalties owed to the Utility by November 15, this lien is automatically extinguished. If the tenant fails to pay the full amount owed to the Utility by November 15 the Utility may file notice of all delinquent tenant accounts with liens in effect with the Outagamie County Clerk of Courts.

If the landlord pays the past due utility charges plus penalties owed by the tenant, whether before or after November 15, Wisconsin law requires the Utility to transfer its lien on the tenant's personal assets to the landlord. The landlord may then file notice of the lien with the Outagamie County Clerk of Court, and notice of the lien will appear under the tenant's name in the Wisconsin Consolidated Court Automated Program (CCAP). The landlord may thereafter take action to enforce the lien against the tenant's personal assets.

This information is provided in accordance with Wis. Stat. § 66.809 (3m)(a) and (b).