

April 27, 2017

Governor Scott Walker
115 East Capitol
Madison, WI 53702

via USPS Priority Mail

Governor Walker:

I wrote to you 7½ months ago describing the nightmare that ensued as a result of moving to Saratoga, Wisconsin.¹ Your office recommended that I work with the DATCP and I did so. The nightmare has not only continued but has steadily worsened since taking the advice of the DATCP. As that office has no power of enforcement or action of any kind, their office was not able to recommend anything other than Small Claims Court after the landlord's attorney provided undocumented lies to refute the documented situation at 9551 Hwy 13 S, #6. Just a few of his lies follow:

- the attorney said repair, or replace the screens in the unit was made orally
 - ♦ fact: email said repaired prior to moving in 4/27; repairs were done 5/21
- the attorney said 5 minutes late
 - ♦ fact: 30 min late; text avail & 2 emails available: one indicates they are & the other says they are not available for that appointment
- the attorney said refusal of another appointment
 - ♦ fact: subsequent appointment was not requested (all emails available)
- the attorney said the sewage was on the neighbor's lawn for 24 hours
 - ♦ fact: 7'x4' sewage on my lawn for 18 days (photos with date taken still in my phone²)



(front of unit)



(from back bedroom window)

The Wood County Small Claims Court reporter can't be bothered to transcribe what is actually said. The transcript does not mention nor did the judge mention my counter-claim. As there is only one of me and 5 of Five Skies, one could interpret the transcript to read that 'they' refers to Five Skies but it seems that is not the case and they have dismissed my claim for damages as a result of Five Skies actions & failures to act.

- Form GF-I 30 (CCAP) also is incorrect and does not match the transcript.
- I did not receive whatever forms they claim were mailed to me.

¹ Letter of 09/26/16

² Sewage Photos w/dates

- As the plaintiff, my letter³ to the Court regarding these errors received no response. It would have been easy enough just to mail Form GF-184 to me. Who knew there was a form to request correction of errors? How would one know to ask for that form? When a person cannot represent themselves in Small Claims without incurring the fees of an attorney, there isn't much reason to have a Small Claims Court.
- Oddly, rather than contact me the court chose instead to contact the *opposing party's attorney about my letter*.
- Does this court just not bother communicating with anyone not holding a JD? Is incompetence playing a large role? Do they prefer the case of an attorney represented case over a person who is pro se? ***What is going on here?***

Agencies that claim to provide legal help either don't help or don't even return the call left on their voicemail only phone.

- North Central Community Action: no help available except to provide the Judicare forms
- Judicare: *maybe* could have helped in September but not now
- Modest Means: cannot help with landlord/tenant issues
 - ♦ referred me to Portage County (no service provided to Wood County residents)
 - ♦ referred me to United Way 211 for charitable assistance
- Elder Law: can only leave voicemail; no returned call
- Aging & Disability Resource Center: told to contact Judicare
- Tenant Resource Center: can only leave voicemail; no returned call; no info on their website for Wood County

A bit of background about the landlord is helpful so you understand the basis of my complaint and depth of my frustration. Both the stairs and water problems are briefly described here; more detail and other repairs necessary for health & safety are described in my letter of 9/26/16 to you as well as the counter-claim of 10/31⁴ and claim of 12/29.⁵ This and more documentation is available at www.wisconsin-tenant-fiveskies.com.

The landlord (Five Skies LLC) evidenced no concern with the pesky details of Wisconsin laws, building codes, or permits.

- Five Skies demonstrated no regard for building permits or the Uniform Dwelling Code with the installation of stairs that were not to code and resulted in my fall & injury.⁶ That incident prompted me to speak with Saratoga's Building Inspector which was quickly followed up on by Five Skies with an eviction notice from their attorney four days later. I learned a couple weeks ago that the service of that notice was not handled correctly.



- Replacement of the plumbing pipes in the unit was done without permit per the Saratoga Building Inspector and not completed by June 17 (52 days after I moved in). The outdoor water connection

³ Letter of 3/14 to Court re errors

⁴ Counter Claim 10/31

⁵ Claim 12/29

⁶ Stairs – not to code (4" top step) & no permit

was completed 9/8. I inquired re my need for laundry hook-ups prior to seeing the unit on 3/27 and was never informed whether laundry hookups were connected. I scheduled, rescheduled, and waited day after day for the plumber, Kurt Wilkinson, to actually arrive as scheduled to no avail for 39 days (5/10-6/17).⁷

- Despite being assured by the landlord that the water quality⁸ was a priority and repairs of other issues in re health & safety were on schedule, I learned on July 3rd (63 days after I moved in) that "If the water remains unimproved, it may be necessary to replace lines below ground. We will determine how best to approach that situation if the need arises but if that is the case, we may have to terminate your lease..." They knew before they rented the unit to me that the underground pipes might have to be replaced. They should have been prepared to do that *or* they should not have rented the unit. It was not by whim that I decided to move myself, my business, and two cats to Wisconsin. Moving twice in three months is a project that most people, and certainly I, could not afford. As a 67 year old woman with complications from invasive breast cancer surgery, chemotherapy, and radiation, as well as a history of back & knee problems, my physical condition does not support moving my residence twice in three months.
- On 7/16, two members of Five Skies arrived for appointment which I'd assumed was about the water given the email of 7/3 which also provided that "if that (water) can't be corrected the other issues are moot." Both stood and looked at the water seen on the cover page of the attachment⁹: neither individual said anything about the water displayed nor did they do anything to assess the problem. Nevertheless, they apparently considered the water issue resolved as they expected full rent for August. Wisconsin statute 704.07(4) provides otherwise regarding abatement of rent. On Aug 5, I requested in writing the date they expected to complete the repairs; I received no response. On 9/3, I sent them another letter with a one-week deadline to complete repairs. The deadline expired. On 9/18, I received a forwarded email from their attorney that threatened me with 1) eviction, 2) turning off the water, and 3) entering without permission.¹⁰

Wood County Health Department bureaucratic overreach aggravated the already bad situation without my knowledge or consent.

- They contacted the landlord without consulting me claiming: "You asked me to respond to your complaint and I did so." See email at www.wisconsintenant-fiveskies.com in which I only requested the name of the person who handles water quality issues.
- They provided such trivial info as "let your water run for a bit before collecting it for drinking or washing" and "note if the iron problem is worse with your hot water vs the cold water."



This bucket of water on was drawn after 3 buckets of apparently clear water. Clear water tested for iron at 2.0 ppm (667% over EPA GRAS 0.3 ppm). Now, imagine taking a shower after running some 'clear' water.

- They considered the licensing of the park more important than my well-being or safety: "The action we took was needed due to the licensing of the mobile home park."
- They lectured me on the difference between statutes & rules; that I should be "clear" & pointed out a typographical error. My response:

⁷ Texts exchanged 5/10-6/17 with Kurt Wilkinson, Sewer & Drain Specialist (100% Satisfaction Guaranteed)

⁸ Water quality test results 667%-6667% over EPA Generally Recognized As Safe (GRAS) 0.3ppm (parts per million)

⁹ Photos of water May-October; witness available also

¹⁰ Email from attorney


Ah, I see - 67 yr old women who move to Wisconsin should acquaint themselves with the difference between Wisconsin statutes, codes, rules, etc. Please provide that handbook. It would be helpful too for you to let me know how to determine whether the rules and codes of Saratoga, Wisconsin Rapids, State of Wisconsin apply. I did not realize I should acquaint myself with all this information prior to moving to Wisconsin. Please accept my sincere apology

- They said I should work with my landlord to correct the problem. Of course, the documentation informs that I had been doing that again and again since I moved in: 5/10, 5/13, 5/20, 5/31, 6/17, 6/30, 8/5, and 9/3. Nowhere in the Wisconsin statutes did I find anything that requires a tenant to nag the landlord repeatedly to make necessary repairs. The Registered Agent for Five Skies (Nick) said he would forward my pdf of 5/10 detailing with photos the necessary repairs to the maintenance manager (Delbert). Instead, on 9/18, the landlord hired an attorney to write a threatening and intimidating email: eviction, enter without permission, turn off water supply. On 9/28, a notice to pay full rent with late fees was taped to the non-functioning door.

Governor Walker, dealing with a difficult landlord is one thing. Instead of being able to do my job as an independent insurance broker, I was forced to drive many miles around this state looking for another place to live 63 days after I moved to Wisconsin due to Five Skies actions. Instead of being able to do my job, I invested my time in researching Wisconsin laws, trying to determine what authority was responsible for permits & codes for that address. Instead of doing my job, I was compelled to identify the individuals responsible for enforcing various laws or codes in re water, stairs, doors, windows. Instead of doing my job, I was investing my time and dwindling funds in printing copies of documentation, bottling water samples, putting up a website for agency use, trying to find legal help, trying to see the building inspector for the little town of Saratoga who can't be bothered to keep 4 weekly scheduled hours etc. Instead of doing my job, I had to deal with the repercussions of Wood County Health Department's actions. Instead of doing my job, I'm emotionally, mentally, and physically exhausted as a result of moving to that particular unit in Wisconsin. I have lived in Massachusetts, Minnesota, Colorado, and California and never experienced anything like this. Is this just the way agencies, gov't department representatives, landlords, and attorneys perform here in Wisconsin?

At 67 with health negatively impacted by this now year-long horror, I am asking you to find assistance for me in dealing with the current situation as caused by the Wood County Court which does not seem to be the least bit interested in accurate court transcription & records or working with a pro se individual. I did not expect a welcoming committee when I moved to Wisconsin but I did not expect to be involved with the various agencies mentioned or experience this level of dishonesty and/or incompetence and/or ??? I regret that this does not provide you with a lot of time, but the help I thought I had found took a couple weeks to let me know that it is not available after all. I may have to return to Minneapolis for a medical exam that has been postponed to accommodate the situations described in this letter. The Demand for Trial was submitted and is scheduled for 5/8/17; it is my understanding that I can request a later date if need be.

Sincerely,

@gmail.com

cc: Sen Testin (sen.testin@legis.wi.gov)
Rep Krug (rep.krug@legis.wisconsin.gov)
Lt. Governor Rebecca Kleefisch (ltgov@wisconsin.gov)
Atty General Brad Schimel (Fax to 608-267-2779)