

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, Wood _____ COUNTY
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): _____ First name Middle name Last name 9551 Hwy 13 S, #6
Enter the Plaintiff's address.	_____ Address
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	_____ Address
Enter the case number from the summons and complaint.	Wisconsin Rapids WI 54494 City State Zip
Enter your name. You are the Defendant.	<input type="checkbox"/> See attached for additional plaintiffs.
Enter your address.	-vs- Defendant(s): Five Skies LLC
If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	_____ First name Middle name Last name c/o Nick Kedrowski, Registered Agent
	_____ Address
	N6644 Wolf Run Road
	_____ Address
	Black River Falls WI 54615 City State Zip
	<input type="checkbox"/> See attached for additional defendants.

**Answer and
Counterclaim
Small Claims**

Case No. _____

Check 1 or 2.	ANSWER
Check 1 if you do not dispute the plaintiff's claim.	I am the defendant (or an authorized representative of the defendant):
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	1. <input type="checkbox"/> This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.
Check the box if you need more room and attach any additional pages.	-OR-
	2. <input checked="" type="checkbox"/> This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: <u>Unit should NOT have been rented until known water quality problem was identified by appropriate, qualified individual and appropriate rectification was accomplished.</u> <u>Other repairs re health & safety identified and submitted to Five Skies were not done and rent was not abated in accordance with Wisc Statute 704.07(4)</u> _____ _____ _____ _____

See attached for additional information.

Check the box if there is no counterclaim and go to the signature section.

Complete this section only if you are making a counterclaim against the plaintiff(s).

Briefly explain why the court should award you what you are asking for.

If your counterclaim is for more than \$10,000, or if your tort or personal injury claim is for more than \$5,000, the case may not continue in small claims court. You must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.
NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.
Follow local rules for filing and serving.

Do not complete counterclaim section below unless you have a claim of your own against the plaintiff(s).

I/We do not have a claim against the plaintiff(s).

Defendant's Demand:

I/We have a claim against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ 3,221.05, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Brief statement of dates and facts:

Notified of problems/repairs essential for health/safety 5/10, 5/13, 5/20, 5/31, 6/17, 6/30, 7/16, 8/5 (request for specific date of completion-no response)
Repairs completed: screening placed over old, torn screens on five of ten windows (5/21) keeps insects out and cats safe while decreasing air ventilation with windows that do not open or stay open; no one hurt yet 2) pin replaced on the bedroom door hinge so it wouldn't fall off again
Notified of following repairs as indicated above: nothing done to date
Water - iron - 667-6667% over EPA GRAS 0.3ppm (2.0 - 20.0ppm): orange brown scum particles
Stairs - back metal steps - not to code; replaced 9/11 with stairs no permit & not to code: resulted in my fall of 9/16; friend's daughter fell off metal stairs on June 06/10.
Broken Back Door: useless in emergency; crank several times to open and use shoulder slam to open from inside; key cannot be inserted into lock; 1/2" gap betw door and floor allows insect & vermin to come and go at will; no screen door facilitates rain into unit 17 to end of kitchen counter Nick held metal plate that fell of bottom on 5/10 and said "replace door"; door back ordered 9/12
Plumbing pipe replacement: 39 days waiting for no show plumber 5/10-6/17; completed job 9/8
Sewage left on lawn 18 days 7 feet from my office window - no quiet enjoyment here
Flooring by broken back door - torn by metal plate that broke off - repaired in June; because of rain raining in exacerbated by absence of screen door - old linoleum lift up and tore again. 7/16 Delbert looked at it and said he "thought that would happen." After September 11, were going to (again) repair floor before door was replaced.
Windows: latches missing/broken; out of track. some didn't or don't stay open but just slam down w/o assistance - no injuries yet. On 7/16 drilled one to open - now it does not close

See attached for additional information.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Signatures

Sign and print your name. Enter the date on which you signed your name. Note: This signature does not need to be notarized.	Signature of <u>Defendant</u> Attorney		Date
	Attorney Name, Law Firm, Address	Telephone Number	Attorney's State Bar Number
If an attorney is completing this form, enter your information.			

COPIES: For each person you are serving, make one copy (for an answer) or two copies (if a counterclaim is being made) of this signed original and any attachments and bring them to the clerk of court. The clerk will authenticate the copy/copies for service on the plaintiff(s).

Brief statement of dates and facts: (continued from page 2)

Garden: discussed in emails of 4/18 and approved; not viable option though I did try – hauled out a lot of really poor dirt and filled with garden soil to plant tomatoes, peppers, herbs and flowers. Only to learn that I had to haul bucket after bucket of rust water from bathtub as no outdoor water connection until 9/8. I gave up in early July and let them die.

Washer Dryer: Discussed in emails of 3/24 – hookups, side by side. Discussed details with Nick on 3/27 viewing – vent/no vent, etc. Not an option unless I want an all orange wardrobe. Do not know to date whether plumber also “forgot” to connect that pipe. 66 yrs old and hauling laundry to the laundromat every week though that was *not* the plan when I moved in.

Age Discrimination: old lady can just wait while the men talk (9/20); I've been waiting 4 months for repairs – younger Latina next door reports rust in her kitchen tap filter and Nick is at her door the next morning.

I have not experienced one moment of ‘quiet enjoyment’ since I moved in 4/27. Notified Five Skies again and again. They claim ‘aware’ – “on schedule” – ‘priority’ – ‘back on radar’ – witness in person the water ‘quality’ on 7/16 – chose not to respond to written request of 8/5 to “Please send me an email providing the date all repairs specified to date will be completed.”

What did they “do” before my letter of 9/3?

May decide to ‘terminate lease’ 63 days after I move myself, my business, and 2 cats 200 miles from Minnesota to Wisconsin.

Use a drill to open a window that now cannot be closed.

Demand full rent though repairs, esp in re water, are not performed (Wisc Stat 704.07(4))

What did they “do” after my letter of 9/3 specifying completion of repairs by 9/11 (4 months and 16 days) after I move in?

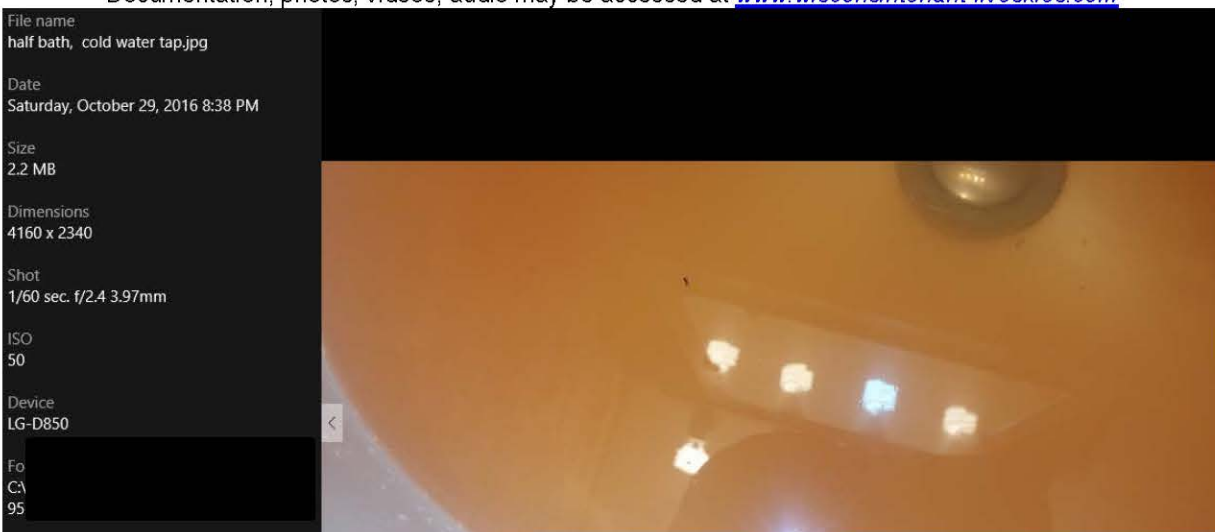
Install stairs built not to code and without permit that resulted in my fall on 9/16.

Harass, intimidate, and threaten me with ‘terminating water supply’ – ‘enter without notice’ ‘start’ eviction’ for an unnecessary appointment to apply water filter to pump not in this unit that “hopefully hopefully” “will help” as determined by a vehicle mechanic, a 20 yr old boy, and a 39 day no-show sewer drain specialist who also appears to be in Madison, WI. A 10:00am appointment that was not kept at 10:00am. No text, no email, no call to let this old lady they’d be late. Via email, I learned at 10:34 am the men were “talking” and would “be over when we are done.”

Demand full rent with late charges back to August despite their failure to perform repairs essential to health/safety.

File for my eviction.

Documentation, photos, videos, audio may be accessed at www.wisconsintenant-fiveskies.com



(video available on disk drawing this water into white sink on 10/29)

\$3221.05: Security deposits \$800, All rents paid \$2050, Water \$374, Printing \$106.36, Supplies for court (binders, dividers...) \$22.40; Garden okayed but impossible \$298, laundry cost as washer/dryer impossible despite "hookups," \$336; moving boxes/tape \$34.29