

WISCONSIN

REAL ESTATE

MAGAZINE



INSIDE this Issue:

Real Estate License Renewal

CE Deadline: December 14, 2024

CE Pilot Program

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JULY HOUSING REPORT

NEW LISTINGS REBOUND IN JULY, INCREASING BOTH SALES AND HOME PRICES

BY DAVE CLARK

PROFESSOR EMERITUS OF ECONOMICS AT MARQUETTE UNIVERSITY
AND PRINCIPAL AT ECON ANALYTICS LLC

July 2024 Wisconsin housing report at a glance:

- New listings rose 2.7% in July, boosting sales by 4.8%.
- The median price increased 8.3% to \$324,900.
- Year-to-date sales and prices were up 7%.
- Northern regions of the state led sales with 10%-12% growth.
- The 30-year mortgage rate fell to 6.85% in July.

See the full report: www.wra.org/HSRJul2024

Dave Clark, Ph.D., is a professor emeritus of economics at Marquette University and principal at ECON Analytics LLC, and serves as a consultant to the WRA in the analysis of home sales data as well as in the preparation of the monthly Wisconsin housing report. For more information, contact Clark at 414-803-6537.



JULY HOUSING



6,701

CLOSED SALES JULY 2024

4.8%

FROM JULY 2023

\$324,900

MEDIAN PRICE JULY 2024

+8.3%

FROM JULY 2023

ACTIVE LISTINGS BY PRICE

PRICE RANGE	NUMBER OF LISTINGS
\$0-\$124,999	1,102
\$125,000-\$199,999	2,445
\$200,000-\$349,999	6,141
\$350,000-\$499,999	4,957
\$500,000 & higher	5,328

19,991

TOTAL STATEWIDE LISTINGS
JULY 2024

+4.1%

FROM JULY 2023

MEDIAN PRICES BY REGION

CENTRAL	\$240,000
NORTH	\$270,000
NORTHEAST	\$291,000
SOUTH CENTRAL	\$375,520
SOUTHEAST	\$343,000
WEST	\$307,000

AVERAGE DAYS ON MARKET

65 DAYS JULY 2024

COMPARED WITH

60 DAYS JULY 2023

MONTHS OF INVENTORY

3.6 JULY 2024

3.4 JULY 2023

MONTHLY HOUSING ACTIVITY

Statewide	July 2024	July 2023	% Change	Year to Date 2024	Year to Date 2023	% Change
New Listings	8,167	7,956	+2.7%	N/A	N/A	N/A
Total Listings	19,991	19,198	+4.1%	N/A	N/A	N/A
Closed Sales*	6,701	6,393	+4.8%	37,334	34,902	+7.0%
Median Sales Price	\$324,900	\$300,000	+8.3%	\$305,000	\$285,000	+7.0%
Months of Inventory	3.6	3.4	+5.9%	N/A	N/A	N/A
Avg. Days on Market	65	60	+8.3%	N/A	N/A	N/A
Affordability Index	117	125	-6.4%	N/A	N/A	N/A

	Median Price			Closed Sales		
Region	July 2024	July 2023	% Change	July 2024	July 2023	% Change
Central	\$240,000	\$220,500	+8.8%	455	412	+10.4%
North	\$270,000	\$261,000	+3.4%	618	599	+3.2%
Northeast	\$291,000	\$275,000	+5.8%	1,193	1,111	+7.4%
South Central	\$375,520	\$350,000	+7.3%	1,389	1,326	+4.8%
Southeast	\$343,000	\$309,305	+10.9%	2,417	2,328	+3.8%
West	\$307,000	\$287,500	+6.8%	629	617	+1.9%

Report criteria: Reflecting data through July 2024. *Total statewide closed sales may differ from the summed regional sales due to a small number of sales not being assigned to a county.



INSIDE THE WRA

ENERGY-EFFICIENT REBATES NOW AVAILABLE TO WISCONSIN HOMEOWNERS

U.S. Energy Secretary Jennifer Granholm visited Milwaukee in August to unveil a new home-energy savings program in Wisconsin. Funded by \$149 million from the Inflation Reduction Act, Wisconsin's Home Energy Program, also known as "HOMES," offers substantial rebates for homeowners who upgrade their homes for energy efficiency. The program specifically targets low- and middle-income families with rebates up to \$10,000.

Granholm praised Gov. Tony Evers and his commitment toward putting Wisconsin "at the head of the pack" in energy efficiency, and Granholm further highlighted the program's potential to reduce both energy costs and environmental impact. Also during her visit, Granholm met local Milwaukee homeowners who recently completed energy-saving renovations and have already seen a 30% reduction in their energy bills.

Homeowners can learn more about their eligibility for HOMES rebates at www.focusonenergy.com/get-started.

WRA HOLIDAY HOURS

The WRA and the WRA Legal Hotline will be closed the following days:

- Thursday, November 28
- Friday, November 29

Enjoy your pumpkin pie! The WRA wishes all our members a very happy and safe Thanksgiving. Regular business hours resume on Monday, December 2.

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EDITORIAL STAFF

Publisher: Tom Larson
Editor: Lauren B. Hubbard
Creative Director: Mike Keegan

WRA EXECUTIVE COMMITTEE

Mary Jo Bowe, Chair of the Board
Chris DeVincentis, Chair of the Board-elect
Amy Curler, Treasurer
Joe Horning, Immediate Past Chair
Shawna Alt, Vice President
Steve Lillestrand, Vice President

CONTACT INFORMATION

4801 Forest Run Road, Ste. 201
Madison, WI 53704-7337
608-241-2047 • 800-279-1972
email: editor@wra.org
website: www.wra.org

POSTMASTER: Send address changes to:

Wisconsin REALTORS® Association
4801 Forest Run Road, Ste. 201
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WISCONSIN REALTORS® BEWARE

NOT ALL PROPERTY SHOWING FORMS ARE EQUAL

As REALTORS® throughout the country begin to implement new practice changes following the National Association of REALTORS® settlement agreement, various forms and tools are being created to meet these requirements. While these new forms aim to satisfy the required practice changes, some may not comply with specific state laws, despite claims to the contrary. Moreover, some forms may contain provisions that limit options for REALTORS® and consumers and thus may not be appropriate for every transaction.

A notable example of this issue is evidenced in some national forms created to address the new practice change requiring a written agreement with a prospective buyer prior to showing the property. A close review of these property showing forms raises concerns about compliance with Wisconsin regulations and providing the necessary options for REALTORS® and their clients.

Identifying the drafter: One of the first steps Wisconsin REALTORS® should take when considering the use of any form not approved by the Wisconsin Real Estate Examining Board (REEB) is to identify the drafter. Some property showing forms do not identify the drafter of the forms. Under Wisconsin law, real estate licensees must use forms approved by the REEB, known as “WB forms.” If a WB form has not been approved for a specific transaction type, licensees may only use forms drafted by a party to the transaction or an attorney, provided the drafter’s name is imprinted on the form. See Wis. Admin. Code § REEB 16.04(2). Using forms without the required drafter information is a violation of Wisconsin licensing law and could result in potential disciplinary actions.

Earning compensation: Another critical aspect of a form to consider is how compensation is earned. Some property showing forms do not allow REALTORS® to receive compensation for showing a property to a prospective buyer. While the payment of compensation is not a requirement for a valid real estate form in Wisconsin, REALTORS® are not required to provide real estate services for free. Some forms, such as the WRA’s Pre-Agency

Showing Agreement, provide REALTORS® with the option to negotiate compensation with prospective buyers for services such as showing a property.

Post-agreement relationship: Finally, another important consideration is whether the form specifies the nature of the relationship between the REALTOR® and the prospective buyer after the agreement expires. Some property showing forms require the REALTOR® and the prospective buyer to enter into a buyer agency agreement if further services are provided after the showing agreement expires. The WRA’s Pre-Agency Showing Agreement, in contrast, provides REALTORS® and prospective buyers with the option to choose a customer or a client relationship after the showing agreement ends. No additional agreement is required if the buyer chooses a customer relationship; the REALTOR® is required only to provide a Disclosure to Customers form. If the consumer chooses a client relationship, the prospective buyer and REALTOR® would need to enter into a buyer agency agreement.

Accordingly, before using any form to satisfy the new practice changes, Wisconsin REALTORS® should review the forms carefully to ensure they comply with Wisconsin law and contain provisions that provide them with the options they prefer to have in such agreements. Fortunately, the WRA created the Pre-agency Showing Agreement to address this practice change, ensuring compliance and flexibility for REALTORS® and their clients.

Tom Larson
WRA President & CEO



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DON'T LET YOUR LICENSE GET 86'ED!

CONTINUING EDUCATION AND RENEWAL

BY ALISSA HAUGH

WRA DIRECTOR OF PROFESSIONAL DEVELOPMENT

Everything comes with an expiration date, and as every seasoned REALTOR® in Wisconsin can tell you, that includes real estate licenses. And every licensee knows that expiration date is December 14 of every even year. There have been a couple changes to continuing education (CE) and the license renewal process since the last renewal cycle, so grab a seat anywhere you like and let me tell you about the specials!

WHAT'S FRESH?

- **Hourlong format:** The most noticeable change this biennium is the new one-hour CE course format. Every biennium, the Wisconsin Department of Safety and Professional Services (DSPS) requires real estate licensees to take 18 hours of CE. For the first time, the courses have been broken down into 18 individual, bite-sized courses this biennium. A couple here and there, and just like calories: they add up quickly. Am I right?
- **CE reporting:** The second change is the new LicenseE portal on the DSPS website and CE reporting by the WRA. The DSPS emailed established licensees with

information regarding the setup of their LicenseE account and confirming their login credentials. If you have not received your email about logging into LicenseE, a step-by-step guide and demo videos are available on the DSPS website at dsps.wi.gov/Pages/LicenseResources.aspx.

Also of note, the WRA will participate in a pilot program for education providers to report CE completion to the DSPS. More information about this pilot program is available in "The Need, the Need for Speed" on page 12.

"CAN YOU SKIP ME AND COME BACK AROUND?"

One of the most frequently asked questions we get every biennium is, "Do I have to take CE this biennium?" If you are reading this article, the answer is almost certainly "yes."

This is my first biennium, do I have to take CE?

Yes! And the requirement is the same. All 18 credits are due; they are not prorated. The only exception to this is a person

who receives a salesperson license after October 1 of an even year is exempt. Note this exception is applicable only to people who receive a salesperson license and is not applicable to those who receive a broker license.

I got my broker license this year, do I have to take CE?

Yes! All real estate licensees need to take CE and renew every biennium. The 72-hour broker course does not qualify as CE with the DSPS.

What if I just do referrals, do I have to take CE?

Yes! In order to practice real estate in any capacity, you must keep your license current.

All licensees must complete the education requirement and submit the renewal application through the DSPS renewal portal, LicenseE, before midnight on December 14, 2024.

DON'T LET THE FIRM GO COLD IN THE WINDOW!

In addition to renewing their individual licenses, brokers in charge need to renew their business entity licenses and monitor the renewal status of all agents associated with their firm. If an agent's renewal application has not been timely filed, the firm may not permit the individual to engage in real estate practices after December 14 until their license is renewed.

SORRY, KITCHEN'S CLOSED ...

Any renewals submitted to the DSPS after the renewal deadline will be considered late and, in addition to the lapse in the license validity, the licensee will be charged a \$25 late fee on top of the \$60 renewal fee.

The Wisconsin Real Estate Examining Board (REEB) may grant an extension for completing CE and renewing a license if it receives a written request from the licensee along with a physician's statement that verifies that a licensee's health prevented them from completing CE. An extension may also be granted to a licensee on active military duty outside Wisconsin. More information about Wisconsin Act 210 is available on the DSPS website at dsps.wi.gov/Pages/Professions/RESalesperson/Default.aspx.

FAQS A LA CARTE

Where can I find my certificates of completion?

To obtain certificates for courses taken through the WRA, see your WRA education history at www.wra.org/myWRA/myEducation/History and log in with your WRA credentials. The WRA maintains certificates for WRA courses only and does not have access to records from other education providers.

I took my CE with another education provider. Does the WRA have those records?

No, the WRA does not have records for coursework completed elsewhere. The WRA only maintains records for WRA courses. If you completed CE through another education provider, WRA records will not reflect those courses. You must contact the other education provider to obtain your course certificates.

Is my license renewed once I complete the CE courses?

No, taking CE is a prerequisite to license renewal and does not by virtue of completion mean you're renewed. To maintain the license, you must complete the required CE and then submit your renewal to the DSPS through LicenseE. Learn more about LicenseE at dsps.wi.gov/Pages/LicensEResources.aspx.



Why are these called electives if they are required?

The DSPS requires 18 hours of CE. The first 12 are mandatory courses and cover the topics that every licensee needs a refresher on every two years, while the remaining six hours are electives. The WRA developed the remaining six courses to round out the 18-credit requirement, but there are other courses that provide CE elective credit and can be taken in lieu of Electives 1-6.

The WRA works with the DSPS and the national councils to ensure that WRA designation courses are approved for CE elective credit when they qualify. Attendees of the 2024 REALTOR® & Government Day event had the option to receive complimentary elective CE credit as well.

IT'S ON THE HOUSE ...

Speaking of complimentary CE, the WRA has sprinkled in a few CE credits for our members on the house this biennium. CE credits have been awarded to participants at both the 2023 and 2024 REALTOR® & Government Day events and recent Legal Update Live webinars.

SOMETHING FOR EVERY APPETITE!

From the value-added content of CE On Demand to in-person classroom courses in Wisconsin Dells, we are sure to offer a format that suits your taste.

On Demand: Designed with you in mind, CE has never been more engaging and convenient. The new synergistic course content has video and written content fused into one interactive book, streamlining the learning experience. Enhanced visuals and built-in learning tools create a more immersive learning experience, and the convenient one-hour course blocks make fitting CE into your schedule easier than ever!

Self-study: If a hard-copy book is more to your taste, WRA Self-study CE is sure to please. We ship the book of course outlines to your address, and you can study from anywhere to take the online exams.

Live courses: The WRA also offers regular virtual CE classrooms in addition to in-person classrooms at special events like the annual convention. Whether online or face-to-face, there is no replacing the classroom experience. Our team of attorney instructors answers all your questions while covering the material, resulting in the most rewarding learning experience.

DISHING OUT CE 2023-24!

Like ketchup and French fries, license renewal and CE go hand and hand. As part of the renewal protocol, Wisconsin real estate licensees are required to take 18 hours of CE every two years to maintain their licenses.

Hot off the grill

New to the mix this biennium is the snack-sized, one-hour course format. In previous biennia, the 18 required hours of CE were divided into six three-hour courses. The new 2023-24 CE curriculum breaks up the 18 required hours into one-hour courses consisting of 12 mandatory courses and six electives. Each course is approximately 50 minutes and is followed by a five-question, multiple-choice exam.

Mandatory courses (12 courses, one hour each)

- Course 1: Wisconsin Agency Law
- Course 2: Wisconsin Department of Safety and Professional Services Disciplinary Actions**
- Course 3: Commissions in Wisconsin Agency Agreements, Offers of Compensation and Antitrust**
- Course 4: The Inspection Contingency in the Wisconsin Offers to Purchase
- Course 5: Wisconsin Legislative Updates Related to Real Estate
*Alternative Course 5: 2023 REALTOR® & Government Day**
- Course 6: Wisconsin Real Estate Case Law Update
*Alternative Course 6: Legal Update Live webinar on March 27, 2024**
*Alternative Course 6: Legal Update Live webinar on June 24, 2024**
*Alternative Course 6: Legal Update Live webinar on August 7, 2024**
- Course 7: Advertising for Wisconsin Real Estate Licensees**
- Course 8: Default, Earnest Money, and WB-45 Cancellation Agreement and Mutual Release
- Course 9: Financing Commitment and Appraisal Contingencies in the Wisconsin Offers to Purchase
- Course 10: Fair Housing in Wisconsin Transactions**
- Course 11: Agent-to-Agent Relationships**
- Course 12: Seller and Licensee Disclosure in Wisconsin Transactions

Elective courses (six courses, one hour each)

- Elective 1: Short Sales and Foreclosures in Wisconsin
- Elective 2: Changing a Property's Use in Wisconsin
- Elective 3: Other Wisconsin Approved Forms
- Elective 4: Closing a Buyer's Property Contingency, Secondary Offer and Bump Clause in the Wisconsin Offers to Purchase
- Elective 5: Drafting Contracts in Wisconsin Real Estate Transactions
- Elective 6: Risk Reduction for Wisconsin Licensees
- Other Elective: 2024 REALTOR® & Government Day*

See full course descriptions: www.wra.org/2023-24CE/Descriptions

*Complimentary CE for WRA members.

**These five courses combined satisfy the National Association of REALTORS® Code of Ethics requirements.



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**ADVOCATE.
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ELEVATE.**

THE NEED, THE NEED FOR SPEED

NEW WRA AND DSPS CE PILOT PROGRAM EXPEDITES YOUR RENEWAL PROCESS

BY CORI LAMONT

WRA VICE PRESIDENT OF LEGAL AND PUBLIC AFFAIRS

The Wisconsin Department of Safety and Professional Services (DSPS) regulates and licenses more than 208 different types of credentials, including real estate licensees. The DSPS has issued more than 430,000 Wisconsin real estate licenses, making the WRA and its members the fourth-largest license holder.

For this reason, efficiency at the DSPS has been a regular message the WRA has communicated to the DSPS, the Wisconsin Legislature and the governor. Real estate license holders have more regular contact with the DSPS. From communicating a transfer to a new firm, to consenting to an audit of a trust fund, to a notice of termination, Wisconsin REALTORS® are often on the DSPS website. Therefore, we often support the technology initiatives the DSPS proposes in the state budget to improve the customer experience as a license holder regulated by the DSPS.

The new online system, LicenseE, is one of the ways the DSPS worked to create a more streamlined and efficient experience in the license application and renewal process. Admittedly, the system is not perfect, but it was improved from the old method of faxing and emailing various forms to the DSPS that required manual input of licensee information. LicenseE offers a function to upload documents, removing the opportunity for human error as well as saving DSPS staff time. The WRA continues to work with the DSPS on improving the LicenseE system to reduce your frustration and to increase the speed in which the DSPS can complete tasks.

FIRST TIME USING THE NEW SYSTEM

The 2023-24 biennium will be the first time in which real estate license holders will renew using the new LicenseE system. There will undoubtedly be hiccups. In addition to using LicenseE for the first time in your renewal process, you will also potentially be able to take advantage of another new DSPS pilot program tool to help with your renewal process.

WHY DO WE HAVE TO TAKE CE?

Continuing education for real estate licensees (CE) is necessary to protect the public to ensure licensees are competent to practice and are informed and educated regarding changes in laws, regulations and practices related to their industry. As the licensing entity, the DSPS is responsible for confirming that all real estate licensing education has been completed.

Currently, an audit is the only mechanism for the DSPS to confirm compliance. However, audits come at a cost. For illustration: in recent years, after it was suggested home inspectors were not completing the required CE, the DSPS audited the entire group. Around 760 individuals were audited, costing the DSPS approximately \$20,000.

Due to the amount of staff time and associated costs required for an audit, the DSPS does not actively audit real estate licensees. More than 30,000 real estate licensees in the state of Wisconsin are subject to auditing. To conduct a full audit of real estate licensees would be a substantial cost, likely upwards of \$500,000. Rather than an audit, the DSPS relies on the honor system, which requires licensees at the time of license renewal to provide the date(s) of CE completion, name of education provider and attest to course completion. This current process is fraught with potential misrepresentation.

It is unreasonable and unrealistic to expect the DSPS to audit the entire profession regularly or to require the certificate of completion be provided for each course at the time of renewal. Such an obligation would bog down the DSPS by mismanaging staff time and increasing costs.

PILOT PROGRAM: AUTO-POPULATION OF WRA CE COURSES

If you have renewed your license before with the DSPS, you may recall a portion of the renewal process in which you include all the CE courses you are required to complete at the time of renewal. To help create a faster and more efficient process, the 2023-25 state budget created a pilot program for a private sector solution to ensure greater compliance, better consumer protection and reduce government costs. This program allows the WRA to certify that students who complete WRA courses have satisfied state requirements at the time of renewal.

COMMON QUESTIONS

What will the pilot program look like?

While it is not entirely clear exactly what this will look like once implemented, the goal is to automatically populate the CE courses completed with the WRA as the licensee goes through the renewal process. Keep in mind that as a license holder, you must still complete the renewal process, which includes attesting to the information, disclosing criminal convictions and confirming other details.

What will happen to the pilot program after this biennium?

If the pilot program is successful for the 2023-24 license renewal, the intent is to have the program available to any education provider that meets certain qualification standards. This is a huge step in creating an efficient and streamlined renewal process for real estate license holders by eliminating the manual insertion of information relating to the completion of the 18 hours of CE. If this solution works, the DSPS could allow other pre-qualified education providers to participate in this program by confirming individuals have completed the required CE at renewal and certifying licensees who complete courses with them as a provider has satisfied state requirements.

Are pilot programs like this unusual?

No. In addition to other pilot programs instituted at the DSPS in the healthcare field, the concept of “assurance” is not unique at the DSPS or at other state agencies. For example, to boost efficiency and encourage the protection of wetlands, the Department of Natural Resources (DNR) created the Wetland Delineation Professional Assurance Initiative. Participation in the assurance program is voluntary, and the program applies to Wisconsin permits and state-mandated local programs. See dnr.wi.gov/topic/wetlands/assurance.html.



LANDLORDS: ENSURE YOUR RENTAL AGREEMENTS CONFORM TO STATE LAW

BY DEBBI CONRAD

WRA SENIOR ATTORNEY AND DIRECTOR OF LEGAL AFFAIRS

In three recent Wisconsin Court of Appeals cases, landlords and property managers have used leases or rental agreements that violate one or more of the “10 Deadly Sins.”

THE 10 DEADLY SINS

The “10 Deadly Sins” are the 10 provisions listed in Wis. Stat. § 704.44 and Wis. Admin. Code § ATPC 134.08 that make a rental agreement void and unenforceable.

The tenants have claimed a refund of all rent paid as damages and want this amount to be doubled per Wis. Stat. § 100.20(5)

and to receive attorney’s fees and costs. Some have been successful:

- Wis. Stat. § 100.20(1) prohibits “unfair methods of competition” and “unfair trade practices” in business, which include the practices prohibited by Wis. Admin. Code § ATPC 134.08.
- Wis. Stat. § 100.20(5) provides “any person suffering pecuniary loss because of a violation by any other person of ... any order issued under this section may sue for damages ... and shall recover twice the amount of such pecuniary loss, together with costs, including a reasonable attorney fee.”

Wis. Stat. § 704.44 Residential rental agreement that contains certain provisions is void.

Notwithstanding s. 704.02, a residential rental agreement is void and unenforceable if it does any of the following:

(1m) Allows a landlord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services:

- (a)** Increase rent.
- (b)** Decrease services.
- (c)** Bring an action for possession of the premises.
- (d)** Refuse to renew a rental agreement.
- (e)** Threaten to take any action under pars. (a) to (d).

(2m) Authorizes the eviction or exclusion of a tenant from the premises, other than by judicial eviction procedures as provided under ch. 799.

...

(9) Allows the landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined in s. 950.02 (4), of that crime.

(10) Allows the landlord to terminate the tenancy of a tenant for a crime committed in relation to the rental property and the rental agreement does not include the notice required under s. 704.14.

Koble Investments v. Marquardt

2024 WI App 26, April 23, 2024

In the *Koble Investments* case (*Koble*), one issue was what are the damages and consequences when a rental agreement is void and unenforceable for violating one of the 10 Deadly Sins in Wis. Stat. § 704.44. Another issue was whether a tenant can recover double damages and reasonable attorney's fees under Wis. Stat. § 100.20(5) when the lease does not contain a "Notice of Domestic Abuse Protections" required by Wis. Stat. § 704.14, even when there was no pecuniary loss as a result of the Wis. Stat. § 704.44(10) violation.

The court held in *Koble* that the remedy for the rental agreement being void and unenforceable per the 10th Deadly Sin violation is that the landlord must return all rent previously paid to the landlord. In addition, the court held that under Wis. Stat. § 100.20(5), the tenant is entitled to recover twice the amount of her pecuniary loss — that is, twice the amount of all payments she made under the void and unenforceable lease. In addition, her attorney is entitled to recover his reasonable attorney fees and costs, including the attorney fees and costs incurred on appeal. The court perceived that the landlord had failed to respond and develop an argument that the claimed pecuniary loss — which was all rent paid — was not caused by the landlord *Koble's* violation of § 704.44(10) and § ATPC 134.08(10). Wis. Stat. § 100.20(5) permits a person who has suffered pecuniary loss "because of" a violation of Wis. Admin. Code § ATPC 134.08(10) to recover double damages, attorney fees and costs.

The opinion in *Koble* has been published and is now legal precedent, so all Wisconsin circuit courts have to follow this as law. The landlord in *Koble* petitioned the Supreme Court of Wisconsin to accept this case and hopefully overturn the Court of Appeals, but the Wisconsin Supreme Court only accepts a limited number of cases each year and is not obligated to take the *Koble* case.

See the *Koble* opinion: www.wicourts.gov/ca/opinion/DisplayDocument.pdf?content=pdf&seqNo=792236

Henchey v. Wausau Landmark Corp.

Appeal No. 21AP1684, May 2, 2023

In *Henchey*, the issue was whether a tenant can recover double damages and attorney fees under Wis. Stat. § 100.20(5) when the lease violates Wis. Stat. § 704.44(9) by allowing a landlord to terminate a tenant's tenancy "based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, of that crime," even when there was no pecuniary loss as a result of that ability/lease provision.

The Court of Appeals held that some very common lease language prohibiting tenants from engaging in illegal activity on the premises or permitting the premises to be used for an unlawful purpose as well as prohibiting tenants from making

excessive noise or engaging in activities that would unduly disturb other tenants or neighbors, allowed the landlord to evict a tenant based on the commission of a crime. That language was said to commit the "9th Deadly Sin" in § 704.44(9). The unlawful purpose provision of the rental agreement would permit the landlord to terminate a tenancy if a tenant made use of the premises for an unlawful purpose or permitted another to make use of the premises for an unlawful purpose even if a person who lawfully resided with the tenant was a victim of that crime. Thus, the court found the lease violated § 704.44(9).

The opinion states the remedy is that the landlord has to refund all of the rent received during the course of the tenancy without offset for the value of living in the apartment rent-free. The court also wrongfully concluded that under Wis. Stat. § 100.20(5), the tenant was entitled to receive double damages on his claim, costs and reasonable attorney fees even though the tenant was not damaged because of the prohibited provision included in the lease. No crime was committed by the tenant or anyone else, and the tenant was not evicted. Actual eviction is not required, only that the landlord has the power to do so under the lease provisions.

Henchey is an unpublished case from District III of the Wisconsin Court of Appeals. Therefore, the opinion is not precedent but can be used for persuasive value because it was authored by a single judge.

See the *Henchey* decision: www.wicourts.gov/ca/opinion/DisplayDocument.pdf?content=pdf&seqNo=650754

Hoffman v. Gribble

Appeal No. 2021AP1355, District IV, February 16, 2023

In *Hoffman*, just like in *Koble*, the issue was whether a tenant can recover double damages and attorney fees under Wis. Stat. § 100.20(5) when the lease does not contain a "Notice of Domestic Abuse Protections" required by Wis. Stat. § 704.14, even when there was no pecuniary loss as a result of the illegal lease provision. The lease required the tenant "obey all lawful orders, rules, and regulations of all governmental authorities," and was found to violate the 10th Deadly Sin and thus was void and unenforceable.

The circuit court concluded that although the lease violated Wis. Stat. § 704.44(10) and Wis. Admin. Code § ATPC 134.08, the tenant failed to show he incurred a pecuniary loss as a result of the violation and therefore is not entitled to damages under Wis. Stat. § 100.20(5). The court of appeals affirmed, finding the tenant had not shown a causal relationship between the pecuniary loss and the violation, and the tenant did not show a link "because of a violation" as required by the plain and unambiguous language of Wis. Stat. § 100.20(5). The court of appeals decision unfortunately is not published.

See the *Hoffman* decision: www.wicourts.gov/ca/opinion/DisplayDocument.pdf?content=pdf&seqNo=623133

UPDATED RENTAL FORMS

Landlords and property managers should always use rental forms that are lawful and that do not violate any of the 10 Deadly Sins. If there are legal violations or omissions in the forms they are using, they may wish to amend the forms they are using with current tenants using the WRA Amendment to Residential Lease or Residential Rental Contract. The provisions found in the Rental Notice form may be used in the amendment, as applicable.

The way to prevent the “10th Deadly Sin” cited in the *Koble* and *Hoffman* cases is to be sure the rental agreement used includes a “Notice of Domestic Abuse Protections.” This notice appears in the WRA Residential Lease, Residential Rental Contract and Rental Notice forms.

To protect against the *Henchey* outcome and violation of the “9th Deadly Sin,” landlords should revise their rental agreements, rules and regulations, nonstandard rental provisions, and any other rental documents that state a tenant can be evicted for engaging in criminal activity or for disturbing other tenants. They should add a statement that indicates:

“No provision in this Rental Agreement authorizes landlord to terminate the tenancy of a tenant based solely on the commission of a crime in or on the rental property if the tenant, or someone who lawfully resides with the tenant, is the victim, as defined by s. 950.02(4), of that crime.”

This change was made to the WRA Residential Lease, Residential Rental Contract and Rental Notice forms in 2023.

Wis. Stat. §704.44 (2m) says a residential rental agreement is void and unenforceable if it “authorizes the eviction or exclusion of a tenant from the premises, other than by judicial eviction procedures as provided under ch. 799.” The Abandonment provision in prior WRA rental agreements could be interpreted as excluding the tenant from the premises without using the judicial eviction procedures, so that language was removed from WRA rental forms in 2024.

Another concern is Wis. Stat. § 704.44 (1m), which states a residential rental agreement is void and unenforceable if it:

“allows a landlord to do any of the following because a tenant has contacted an entity for law enforcement services, health services, or safety services: (a) Increase rent, (b) Decrease services, (c) Bring an action for possession of the premises, (d) Refuse to renew a rental agreement, or (e) Threaten to take any action under pars. (a) to (d).”

To guard any concerns based on this provision, a retaliation prohibition provision was added to the WRA rental forms in 2024.

ACCESS THE REVISED RENTAL FORMS

The updated 2024 versions of the WRA Residential Lease, Residential Rental Contract and Rental Notice forms are available in Transactions (zipForm edition) as well as the WRA Forms Library. Both products are automatically included with WRA membership as member benefits.

- Transactions (zipForm Edition): www.wra.org/Transactions
- WRA Forms Library: www.wra.org/Forms



RESOURCES

- Wis. Stat. § 704.44: docs.legis.wisconsin.gov/statutes/statutes/704/44
- Wis. Admin. Code § ATCP 134.08: docs.legis.wisconsin.gov/code/admin_code/atcp/090/134/08
- Wis. Stat. § 100.20: docs.legis.wisconsin.gov/statutes/statutes/100/20

Pages 6-7 of the February 2014 *Legal Update*, “Implementing 2014 Landlord/Tenant Legislation,” offer an explanation of the Rental Notice form. See the *Legal Update*: www.wra.org/LU1402.

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Live and recorded panel and breakout sessions

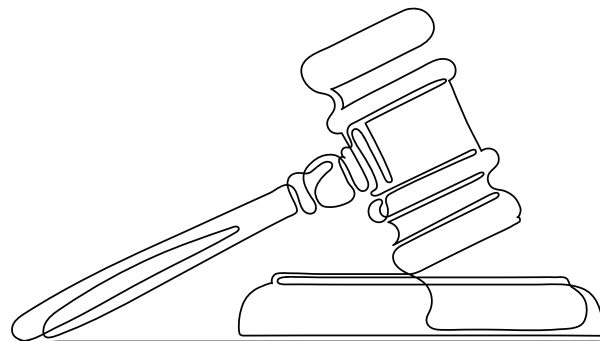
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THE BEST OF THE LEGAL HOTLINE

LESSONS LEARNED AFTER TENANTS LEAVE

BY TRACY RUCKA

WRA DIRECTOR OF PROFESSIONAL STANDARDS AND PRACTICES

NO RECORDS OF SECURITY DEPOSITS

A landlord bought a rental property currently occupied by a tenant. The previous landlord stated a security deposit was never paid and therefore was not reflected on the closing statement. The lease will soon expire, and the tenant stated they paid a security deposit and can provide proof of the deposit and the lease. What is the best way to proceed given these details?

In the event there is a tenant occupying a property, Wis. Stat. § 704.09 states a buyer takes title subject to tenant rights. The sale of a property does not terminate a lease or rental agreement. When a buyer writes an offer on a currently rented property, the buyer purchases the property subject to the lease or rental agreement terms. The new owner will “step into the seller’s shoes” and must honor the current tenant’s rights, including the return of the security deposit.

The licensee should refer the current landlord/owner to legal counsel regarding the security deposit and any misrepresentation claim. Legal counsel can review the claim the previous owner misrepresented the fact the tenant paid a security deposit and did not transfer the security deposit to the current owner at closing per the standard terms of the WB-11 Residential Offer to Purchase.

SECURITY DEPOSIT REFUND

The landlord refunded security deposits when three tenants vacated the rental property. The landlord cut three checks so each roommate received an equal third portion of the security deposit. One former tenant is upset with this arrangement, claiming she paid the entire deposit and should receive the entire refund. Is there a violation of statute or administrative rules?

Previously, Wis. Admin. Code § ATCP 134.06(2)(d) stated that “If a landlord returns a security deposit in the form of a check, draft or money order, the landlord shall make the check, draft or

money order payable to all tenants who are parties to the rental agreement, unless the tenants designate a payee in writing.” Making the check out to all tenants was required unless the tenants provided other disbursement directions in writing.

Given the rule has been repealed, there is not a specific statutory or Wisconsin Administrative Code rule addressing the return of the deposit. Prudent practice would be to have a written authorization from the tenants as to the return of the deposit or maintain the former practice of making the check payable to all the tenants.

Unless the landlord has received written instructions from all tenants regarding how and to whom the landlord should return the security deposit, the landlord need only issue one check payable to all tenants for the total remaining balance of the security deposit. The tenants then are responsible for gathering the necessary signatures to endorse the check and deciding how the money should be divided. This method protects the landlord from getting caught in a tenant dispute and provides an easy mechanism for promptly disbursing the security deposit.

See the April 2009 *Legal Update*, “Wisconsin Rentals,” at www.wra.org/LU0904 and *Legal Update* 03.07, “Residential Rental Primer,” at www.wra.org/LU0307.

TENANT ITEMS DISCOVERED POST-CLOSING

A transaction recently closed. Per the offer to purchase, the seller was to issue a 28-day notice to terminate the tenant’s month-to-month tenancy, and the closing was subject to the tenant vacating the premises. The buyer elected to skip a final walk-through. After closing, the buyer took pictures of items, which appeared to be the tenant’s personal property, in the home and garage. The buyer sent the photos to the buyer’s agent. What are the next steps in this situation?

The value of the pre-closing walk-through is to assure the seller has cleared the property of debris, refuse and personal property, and to confirm there has been no significant change to the property except for agreed upon repairs and ordinary wear and tear.

The Occupancy provisions in the WB-11 offers state:

Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines xxx-xxx or in an addendum attached per line xxx, or lines xxx-xxx if the Property is leased. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

If personal property items owned by the seller are conveyed as a part of the real estate transaction, a bill of sale may be used to convey the ownership interest in the personal property. The bill of sale presumes there was consideration negotiated for the sale of the personal property. If there is no bill of sale, the buyer may not unilaterally assume the personal property was conveyed to the buyer.

The fact the real property has been sold to the buyer does not convey the ownership of the personal property to the buyer. Considering the terms of the offer included terminating the tenancy of the tenant, the first question is whether the seller had the right to dispose of the tenant's property at the end of the tenancy. If the landlord included the disposal of personal property left behind notice in the rental agreement, the seller/landlord may remove the property or dispose of the personal property in any manner the landlord in its sole discretion determines is appropriate. A practical approach would be to contact the former tenant and request the tenant return to the property to remove their property.

TENANT PROPERTY DISPOSAL: OLD VS. NEW RULES

A landlord had a written lease with a tenant several years ago, and the lease became a month-to-month tenancy. Given how long ago the lease was entered into, it never included language about the landlord's disposal of personal property left behind by the tenant. Do the old rules for handling personal property, which indicate the landlord must store the property for a time and give the tenant notice before disposing of it, apply to the landlord?

Personal property disposal

The statutes regarding the disposal of the personal property items left in the property, Wis. Stat. § 704.05(5), received updates in 2014. The new rules provide that landlords may presume the property left behind by a tenant is abandoned and may dispose of it in any manner the landlord believes to

be appropriate if and only if the landlord first has provided written notice to the tenant. Notice must be given in the original lease, rental agreement or a renewal and must indicate that the landlord will not store any personal property the tenant leaves behind when the tenant vacates or is evicted from the premises.

The new provisions for disposal of tenant property left behind when the tenant is evicted or vacates a property do not apply to pre-existing leases, rental agreements or tenancies — only to those eviction actions filed on or after March 1, 2014, and only if the proper written notice was given to the tenant at the inception or upon renewal of the lease or rental agreement.

Old rules

To avoid personal property storage issues, the landlord may attempt to contact the tenant to remove the remaining personal property from the unit. If the lease predated the new personal property disposition rules and there was no language allowing the landlord to presume personal property left behind is abandoned and will not be stored, the old rules will apply.

The old Wis. Stat. § 704.05(5) provides that if a tenant vacates and leaves personal property, the landlord may store it on or off the premises. The landlord will have a lien on the property for the actual and reasonable costs of such removal and storage; or, if stored by the landlord, for the actual and reasonable value of storage. The landlord's lien is superior to any security interest of a creditor of the tenant. The following procedures must be followed:

- The landlord must give notice of the storage to the tenant within 10 days after the storage charges commence. Notice may be given personally or by U.S. mail to the tenant's last known address.
- The notice shall state the daily storage charges and may not include any costs of damages to the premises or present or future rent.
- The landlord must give notice of the landlord's intent to dispose of the property. If the tenant or a secured party fails to redeem the property within 30 days following such notice, the landlord may sell the property by public or private sale or other appropriate means. Notice may be given personally or by U.S. mail to the tenant's last known address.
- The landlord must hold the proceeds of sale, minus costs of sale and storage charges, for 60 days after the sale. If the net proceeds are not claimed within that time, the landlord must send them to the Wisconsin Department of Administration for use in homeless assistance programs.

For more information about disposal of abandoned personal property, see "The New Landlord/Tenant Law: Dispelling the Ugly Rumors" in the February 2014 *Wisconsin Real Estate Magazine* at www.wra.org/WREM/Feb14/LandlordTenant.

LEGAL RESOURCES

PRACTICE CHANGES AND REVISED FORMS WENT INTO EFFECT LAST MONTH. STAY ON TRACK WITH THESE RESOURCES.

LEGAL Q&A SESSION SEPTEMBER 30

Join WRA attorneys for a live Q&A session on September 30 in Wisconsin Dells to address key questions about the revised forms and real estate practice changes that went into effect in August.

This session gives you the opportunity to interact directly with experts in Wisconsin real estate law to discuss these changes and the effects on your business. Plus, this session will also be submitted for one hour of 2023-24 CE elective credit.

- **Date/time:** September 30 at 10:45 a.m.
- **Location:** Kalahari Resort & Convention Center, Wisconsin Dells
- **Presenters:** WRA attorneys Cori Lamont, Jennifer Lindsley and Tracy Rucka

Convention registration: www.wra.org/Dream

ANTITRUST RESOURCE WEBPAGE

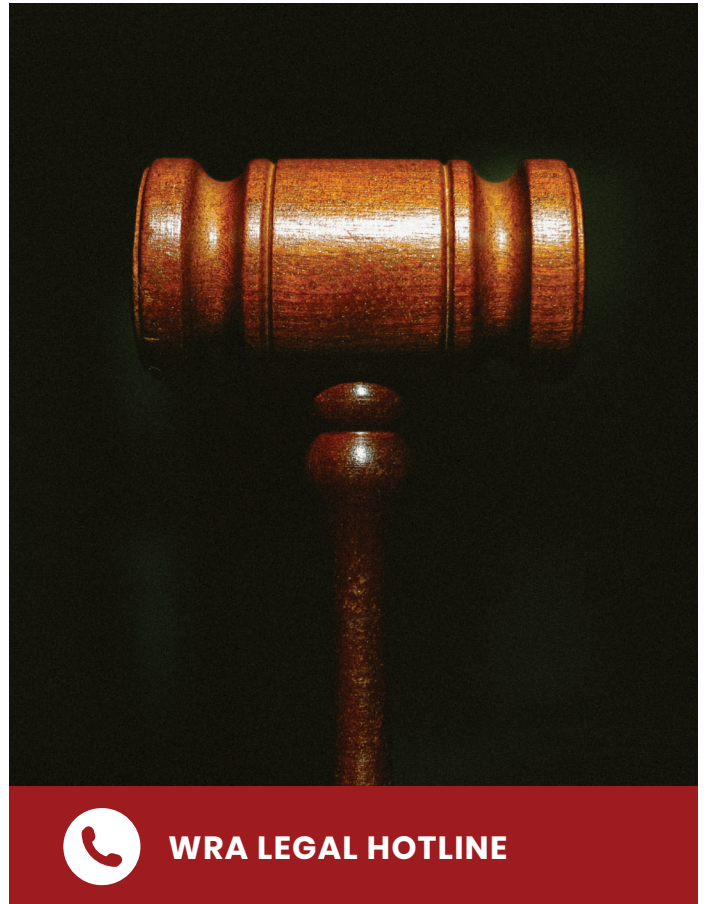
Stay up to date on the latest developments related to NAR's settlement agreement as well as the associated forms revisions and real estate practice changes.

See the resources: www.wra.org/Antitrust
(WRA login required for full resources)

LEGAL UPDATES

Included with WRA membership is access to the WRA's *Legal Update* publication. See the August 2024 issue to review details about the two real estate practice changes effective as of August 2024.

Read it now: www.wra.org/LegalUpdates
(WRA login required)



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Protect your business interests with the REALTORS® Political Action Committee (RPAC), a vital WRA membership benefit. RPAC advocates for pro-real estate candidates and policies to protect property rights and enhance the real estate landscape. By pooling resources from members like you, RPAC ensures your voice is heard at all government levels, creating a favorable business environment for REALTORS®. Join your fellow members in shaping the industry’s future and securing the policies that matter most to your business.

ADVOCACY: NOT JUST A ONE-WAY STREET

BY NATHAN CONRAD

WRA DIRECTOR OF LOCAL AND GRASSROOTS ADVOCACY

When thinking about the WRA's advocacy efforts, several key points come to mind. The primary goals of advocacy are ensuring good policies gain traction, get passed in the Wisconsin Legislature and are signed by the governor; and stopping bad policies early before they can gain momentum.

While these are crucial aspects of the WRA's advocacy, they are not the only efforts made to ensure REALTOR® priorities are legislative priorities for state Assembly and Senate members. The WRA's advocacy often extends beyond the state capitol into the homes, screens and phones of constituents represented by elected officials.

After receiving an endorsement through the WRA's rigorous process, candidates receive support not only during the election cycle but throughout their time in office. When an elected official shows strong support for REALTOR® priorities, the WRA advocates for them to their constituency. The WRA highlights substantial legislative wins by elected officials in various ways to ensure these allies receive proper credit for making REALTOR® legislative priorities a reality.

These outreach programs help the public understand that the WRA and its members are looking out for their best interests. They also inform elected officials that the association is helping them connect directly with their community on issues that matter and impact daily lives. The WRA runs these programs in several ways, aiming to have constituents understand the issues and reach out to thank their elected officials for their support.

DIRECT MAIL

The WRA targets an elected official's constituency, showcasing a specific issue through a targeted mail program. The goal is to highlight the importance of the issue, its impact on the community, and encourage constituents to contact the elected official to thank them for their support. This method works best with a short message that can be easily read and understood.

DOOR-KNOCKING CAMPAIGNS

Dedicated campaign staff, trained as messengers on specific topics, carry literature to discuss with constituents at their homes. These staff members walk targeted neighborhoods within an elected official's district to hand-deliver literature



on a REALTOR® priority. This opens a dialogue and encourages constituents to thank the elected official for their support, creating a lasting connection to the issue and the official. This tactic is considered one of the most effective ways to communicate directly with constituents.

DIGITAL, TEXTING AND LIVE CALLING CAMPAIGNS

These programs, the most effective in terms of volume, use targeting efforts similar to mail programs but with greater reach. The WRA targets constituencies based on interest, demographics and location, pairing this information with legislative districts of supportive elected officials. This allows the WRA to target ads on social media networks to specific individuals, who are then re-targeted with ads on heavily trafficked websites. This encourages them to contact and thank their elected officials for supporting REALTOR® priorities. Similar targeting techniques are used in texting and live call

programs, guiding individuals to websites with calls to action or providing information on contacting supportive officials.

VIDEO AND RADIO PROGRAMS

Traditional media methods, such as radio and video programs, help the WRA connect communities with the positive policy impacts achieved with elected officials. These programs allow the WRA's message to reach a wide audience in a concentrated area over a specific timeline, effectively delivering a timely message to a large audience and making a significant impact. These programs are particularly effective in short bursts, creating a big splash with elected officials.

The WRA continually seeks ways to improve interactions with the community and promote the positive outcomes of its advocacy efforts. The methods mentioned in this article not only achieve this goal but also highlight the efforts of legislative partners who support REALTOR® priorities every day.

SHAPING WISCONSIN'S FUTURE

BY RILEY J. BARNHARDT

WRA POLITICAL ADVOCACY COORDINATOR

We find ourselves in yet another election cycle, with Election Day quickly approaching on November 5. For Wisconsin residents, this cycle is different. New state legislative maps have brought us drastically changed districts, which forced legislators to shuffle to either remain in their district or face re-election in a different district. Twenty-eight districts feature races with no incumbents. Each vote this year carries extra weight, as the outcomes of this election will shape Wisconsin's future for years.

For REALTORS®, the importance of voting is even greater, as voting has transformed from a simple civic duty to a crucial business decision. The Wisconsin Legislature significantly impacts the real estate and rental industry by creating laws and regulations that impact property taxes, zoning, land use and much more. Electing or re-electing state legislators who are proven allies of our industry ensures that their future decisions support both the industry and Wisconsin residents.

KEY LEGISLATIVE ISSUES

The real estate industry thrives on stability and favorable regulatory environments. When we elect legislators who understand our industry, we can ensure that the policies enacted will promote growth and sustainability — not stifle the market. For example, property taxes directly affect the affordability of homes and the attractiveness of communities. By voting for candidates who support fair property taxes, we can protect homeowners from disproportionate tax burdens while promoting community improvements.

Land use regulations play a crucial role in developing housing inventory. Legislators who are aligned with pro-development policies will help streamline regulations and reduce bureaucratic red tape, making it easier for builders to bring new projects to life.

In addition to property taxes and land use regulations, many other legislative decisions influence the real estate industry, including environmental regulations, state investments and housing initiatives. When we vote, we have the power to choose representatives who prioritize housing issues and actively work to bring solutions to Wisconsin.

ESSENTIAL INFORMATION AND RESOURCES

Before each election, the WRA provides you with valuable information about the elections and candidates running so you can be an informed voter. In previous issues of this magazine, we have printed articles discussing important districts to watch in both the Assembly and Senate.

Additionally, over the past few months, the WRA advocacy team has conducted interviews with new candidates in non-incumbent districts and made endorsements where applicable. If you currently live within one of these areas, you should have received our candidate endorsement letter with information about who the candidate is and why we think they are a good choice for real estate.

We are putting the finishing touches on the 2024 Voter Guide, a helpful document exclusive to members that highlights the WRA endorsements in each district and includes a copy of the new Assembly and Senate maps.

Finally, please make sure you are registered to vote! Visit **www.myvote.wi.gov** to register and find your polling place. The final date to register online is October 16, and the final day to pre-register in person is November 1. Election Day is November 5; polling places will open at 7:00 a.m. and close at 8:00 p.m., and voters can register the day of with a valid ID and proof of residency.

Please ensure you are registered, informed and ready to cast your vote for the candidate who will champion the needs of our industry and the well-being of Wisconsin residents. Together, we can make a significant impact on the direction of our state and ensure a thriving real estate market that works for everyone!

TONY WIED VS. KRISTIN LYERLY IN THE 8TH CONGRESSIONAL DISTRICT

BY JOE MURRAY

WRA DIRECTOR OF POLITICAL AND GOVERNMENTAL AFFAIRS

The 8th Congressional District became vacant when former U.S. Rep. Mike Gallagher (R) resigned from Congress in April. This set the stage for a high-profile Republican primary that included state Sen. Andre Jacque, former state Sen. Roger Roth and businessman Tony Wied. On August 13, Wied won the Republican primary and will compete against Democrat Kristin Lyerly of De Pere on the November 5 ballot.

Wied is a former businessman who previously owned and operated six Dino Stop gas stations and convenience stores in Wisconsin. In addition to his Donald Trump endorsement, Wied describes himself as an “America First” outsider who will focus on the U.S.-Mexico border, reduce the national debt and eliminate regulations to improve Wisconsin agriculture.

Lyerly is an OB-GYN who is vying to be the first woman elected to the 8th Congressional District. Lyerly says she will prioritize the protection of reproductive rights, access to affordable healthcare and investment in rural communities.

Here are four political dynamics to watch as this race unfolds between now and the November 5 general election.



Tony Wied (R)



Kristin Lyerly (D)

8TH CONGRESSIONAL DISTRICT HOUSE RATING

Political prognosticators view the 8th Congressional District as a “safe” seat for Republicans. The last Democrat to represent this district was Steve Kagen from 2007 to 2011. Since Kagen lost the 2010 election, Republicans have held this seat and have

consistently won it by double-digit margins since 2012. Former Rep. Gallagher never received less than 62% of the vote.

ISSUES

The four issues driving the debate in the 8th Congressional District include immigration, the economy and inflation, federal government spending, and abortion. “I look forward to delivering the change we need in Washington to lower everyday costs, secure the southern border and reign in reckless government spending,” said Wied. Lyerly says she will “work to deliver on the issues that are top of voters’ minds — inflation, the border crisis and reproductive rights.”

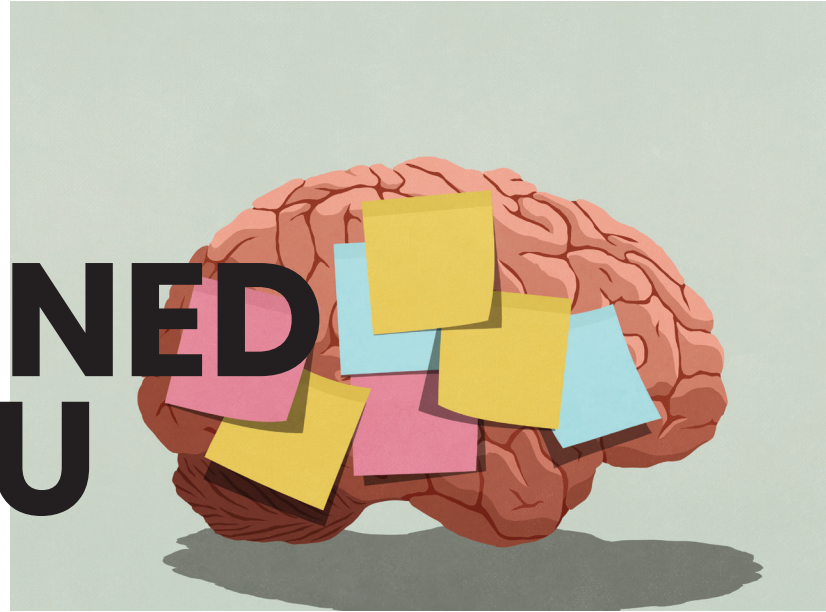
POLITICAL OUTSIDERS WELCOME

The 8th Congressional District has leaned Republican throughout its history. Only seven Democrats have represented it since its creation, and none served more than two terms. But the district also has a history of electing political outsiders like Wied and Lyerly in open seat races such as this year’s contest. In 2006, Dr. Steve Kagen captured this seat; in 2010, roofing company owner Reid Ribble won; in 2016, former U.S. Marine Mike Gallagher carried this district. All three were political “outsiders” who defeated more established political opponents. One of these two outsiders will be going to Washington next January.

ABORTION ISSUE WILL BE CENTER STAGE

It’s unclear whether the abortion issue will help or hurt Lyerly. After the U.S. Supreme Court’s 2022 decision to overturn *Roe v. Wade*, Lyerly was a plaintiff in a lawsuit challenging Wisconsin’s 1849 abortion law and served on a White House reproductive rights task force. She has made it clear she will not shy away from talking about the issue in her campaign. “A lot of people have not had a space where they can talk about these sensitive issues. We’re going to be in Shawano. Let’s talk about *Dobbs* and how that’s affected your life,” she said during an Appleton town hall in July. “Politicians should never be making your health care decisions.”

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- **Wisconsin relevance:** Our courses are made in Wisconsin for Wisconsin. Crafted by Wisconsin real estate attorneys and instructors, our training offers the most relevant education available.
- **Dedicated advocates:** We're not just a CE provider; we're steadfast advocates for the industry. From our legal expertise to legislative advocacy, we're committed to Wisconsin real estate.

START YOUR CE NOW

Even though the biennium deadline — December 14, 2024 — sounds far away, time flies! Be sure to carve out some time in your busy schedule soon to get started on your credits well ahead of the deadline.

Your CE, your way: www.wra.org/FlexibleCE

INTRODUCING REALTYZAM ACCOUNTING

YOUR NEW FINANCIAL SIDEKICK

Your membership with the WRA just got better with the newest WRA exclusive partnership with Realtyzam Accounting. WRA members already received Realtyzam's customer service management (CRM) software at a discounted rate, and you can now also enjoy Realtyzam's accounting software to help you manage and stay on track with your finances!

Realtyzam Accounting offers intuitive accounting and bookkeeping tools to simplify financial management so tracking your income and expenses is a breeze. A few top Realtyzam Accounting features include:

Simple accounting

Realtyzam Accounting offers a clean, user-friendly interface. Link your bank account or credit card to automatically download and categorize transactions nightly, making expense-tracking effortless.

Seamless tax preparation

Generating tax reports is quick and easy with Realtyzam. Create the necessary report for quarterly or year-end taxes in just 10 seconds. Simply print it out and provide it to your tax professional — all the necessary details are included.

No more paper receipts

Upload receipts from any device using the Realtyzam mobile app or your computer. Each receipt is stored digitally and linked to the related expense. Quickly access any receipt with a click.

Detailed financial tracking

Track expenses, broker fees and profits for each listing or buyer. Generate reports to view average commissions, expenses, conversion rates and lead sources, providing valuable insights into your financial performance.

Enhance financial management with Realtyzam Accounting, available exclusively to WRA members. Learn more and try it today:

www.realtyzam.com/WRA

WRA MEMBER BENEFITS

Empower your career journey with the most trusted organization in Wisconsin real estate. The WRA offers members-only products and services to give you a competitive edge.

ADVOCACY

Drive industry transformation with legal, legislative and political advocacy.

EXCLUSIVE PARTNERS

Save on outside products and services with the WRA's exclusive benefit partners.

FORMS LIBRARY

Your source for PDF versions of the WRA and WB forms for your practice.

LEGAL HOTLINE

Discuss your practice questions with a Wisconsin real estate attorney.

LEGAL HOTTIPS

See the extensive archive of Q&As in Wisconsin real estate law.

LEGAL UPDATE

Access monthly updates on the latest legal developments that affect your practice.

LINE BY LINE FORMS TRAINING

Boost your forms know-how with Wisconsin's top real estate forms training video series.

MARKET DATA

Explore statewide trends with Wisconsin's most comprehensive real estate data.

ONLINE RESOURCES

Elevate your career with products, services and assistance in just one click.

TRANSACTIONS (ZIPFORM EDITION)

Make your transactions paperless with Transactions (zipForm Edition).

SEE THE FULL SUITE OF MEMBER BENEFITS

WWW.WRA.ORG/MEMBERSHIP



CE OPTIONS TO FIT YOUR LIFESTYLE

It's your CE — earn credits your way

Get the best Wisconsin real estate CE with the WRA — choose from three flexible formats, all crafted by Wisconsin real estate experts and designed to fit your busy schedule. Be sure to get an early start so you can meet CE and license renewal deadline on December 14, 2024! Choose which CE format suits you best:

- CE On Demand: Learn at your own pace with online courses on any device.
- CE Virtual: Join live, instructor-led classes from anywhere with an internet connection.
- CE Self-study: Study with a physical book and take online exams at your convenience.

Explore and register: www.wra.org/CE2324



MINI COURSE SERIES

Small courses with big impact

In a fast-paced industry, staying competitive requires ongoing education. The WRA's Mini Course Series is your key to staying sharp, offering top-tier training and unique insights that keep you ahead. These mini courses may be small in name, but they're big on impact.

Currently available are mini courses about professionalism, CMAs, seller relationships, water rights and more. Plus, with new topics on the horizon, this mini training series is only getting bigger!

Register: www.wra.org/mini



INDUSTRY SHAKEUP! GET THE ANSWERS YOU NEED

Live legal Q&A September 30 in Wisconsin Dells

The real estate landscape has changed with the practice changes and revised forms implemented last month. How do you handle compensation outside of offer? When must a buyer sign before viewing a property? What if they refuse to sign? These critical questions demand definitive answers.

Join fellow REALTORS® on September 30 at the WRA Annual Convention for a groundbreaking session where WRA legal experts discuss revised forms, practice changes, and their impact on your business. This is your chance to talk directly with the legal experts to gain clarity about the future of your business.

- Date/time: September 30 at 10:45 a.m.
- Location: Kalahari Resort & Convention Center in Wisconsin Dells
- Presenters: WRA attorneys Cori Lamont, Jennifer Lindsley and Tracy Rucka
- CE credit: This session will be submitted for one hour of 2023-24 CE elective credit.

Register: www.wra.org/Dream



LIVE CE AT THE CONVENTION

Earn up to six hours of CE credit at the convention

In-person CE is right around the corner on September 29 at the WRA Annual Convention in Wisconsin Dells. Join WRA attorneys and CE instructors Jennifer Lindsley, Wendy Hoang and Tracy Rucka to earn up to six hours of CE credit.

- Date/time: September 29, six hourlong courses throughout day
- Format: Live
- Fee: \$9.50 per course

Register: www.wra.org/Dream

OFFERING	FORMAT	DETAILS & REGISTRATION
EVENTS		
WRA Annual Convention: Sept. 29–Oct. 1, 2024	Live in Wisconsin Dells	www.wra.org/Dream
PRE-LICENSE TRAINING		
ONGOING TRAINING		
Broker Pre-license Course	On Demand	www.wra.org/BPL
Sales Pre-license Course	On Demand	www.wra.org/SPL
Sales Pre-exam Review	On Demand	www.wra.org/SalesPreExamReview
PROFESSIONAL DEVELOPMENT TRAINING		
ONGOING TRAINING		
GRI On Demand	On Demand	www.wra.org/GRI
Home Essentials Video Series	On Demand	www.wra.org/HomeEssentials
Line by Line Forms Training	On Demand	www.wra.org/LinebyLine
Mini Course Series	On Demand	www.wra.org/Mini
Quick Start	On Demand	www.wra.org/QuickStart
REAL ESTATE CONTINUING EDUCATION		
SCHEDULED TRAINING		
CE Courses 4–6: September 10, 2024	Virtual	www.wra.org/CE2324
CE Courses 7–9: September 12, 2024	Virtual	www.wra.org/CE2324
CE Courses 10–12: September 17, 2024	Virtual	www.wra.org/CE2324
CE Electives 1–3: September 19, 2024	Virtual	www.wra.org/CE2324
CE Electives 4–6: September 24, 2024	Virtual	www.wra.org/CE2324
CE Courses 7–12: September 29, 2024	Live in Wisconsin Dells	www.wra.org/Dream
CE Courses 1–6: October 9, 2024	Live in Grafton	www.wra.org/CE2324/Grafton
CE Courses 7–12: October 16, 2024	Live in Grafton	www.wra.org/CE2324/Grafton
CE Electives 1–6: October 23, 2024	Live in Grafton	www.wra.org/CE2324/Grafton
CE Courses 1–6: October 16, 2024	Live in Hudson	www.wra.org/CE2324/Hudson
CE Courses 7–12: October 17, 2024	Live in Hudson	www.wra.org/CE2324/Hudson
CE Electives 1–6: October 18, 2024	Live in Hudson	www.wra.org/CE2324/Hudson
CE Courses 1–6: November 7, 2024	Live in Appleton	www.wra.org/CE2324/Appleton
CE Courses 7–12: November 14, 2024	Live in Appleton	www.wra.org/CE2324/Appleton
CE Electives 1–6: November 21, 2024	Live in Appleton	www.wra.org/CE2324/Appleton
ONGOING TRAINING		
2023–24 Real Estate CE	Self-study Book	www.wra.org/CE2324
2023–24 Real Estate CE	On Demand	www.wra.org/CE2324
2023–24 Commercial CE	On Demand	www.wra.org/CE2324
2023–24 WI/MN Dual License CE	On Demand	www.wra.org/CE2324
WRA WEBINARS AND FORUMS		
SCHEDULED TRAINING		
Equine Properties Forum: November 1, 2024	Virtual	www.wra.org/BLF

See the complete calendar: www.wra.org/coursecatalog



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YOUR PARTICIPATION IN THE 2024 ELECTION IS CRUCIAL IN SHAPING THE FUTURE.

Save these key dates:

- ✓ **October 16, 2024**
Deadline to register to vote by mail or online.
- ✓ **October 31, 2024**
Deadline for postmarking mail-in ballots.
- ✓ **November 1, 2024**
Deadline to register to vote in your municipal clerk's office.
- November 5, 2024**
- ✓ Election Day — polls will be open from 7:00 a.m. to 8:00 p.m. Register in person at your local polling place on Election Day.

Learn more at myvote.wi.gov



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