





777 Island Street in Kaukauna Office: 920 766-5721  
 Located on the corner of Island and Dodge Street  
 Office Hours are Monday through Friday 7:30 am to 4:00 pm

# Landlord/Tenant Agreement

A new Landlord/Tenant Agreement is required at each tenant changeover. Please provide 2 business days advance notice for the final reading to avoid billing discrepancies.

*Pursuant to Wis. Stat. §66.0809 (5)(a), a property owner (hereinafter referred to as "landlord") may elect to notify the utility in writing that a tenant is responsible for payment of the residential utility bill in order to provide the landlord with notice should the tenant become delinquent. This form will fulfill the written notice requirements set forth by Kaukauna Utilities. Upon receipt of this form, Kaukauna Utilities will follow the processes outlined in §66.0809 regarding delinquent notices, annual tax transfer notice of arrears and related lien procedures.*

## Notice and Lien Process

**Delinquent Notices:** Water and sewer balances could become a lien against the property. If a tenant fails to pay the monthly billing, the landlord and the tenant will be mailed a notice of the past due water and sewer balance 14 days after the monthly due date. If electric charges become delinquent, a separate notice shall be mailed to the landlord and the tenant notifying of possible electric service disconnection to the property.

**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 balance, the landlord must provide the Utility with the forwarding mailing address 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 tenant will be mailed a notice of past due water and sewer balances on October 15 of each year for any debt incurred prior to October 1<sup>st</sup>. 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):** The Utility accepts payments through October 31 for any past due water and sewer balance listed on the Pre-Tax Notice. If payment has not been made to the Utility by October 31, the past due amounts are forwarded to the corresponding Municipality. An additional penalty of 10% will be added to the past due water and sewer amount on November 1.

**Tax Transfer (November 15):** If full payment is not received by the Municipality between November 1 and November 15, the water and sewer amounts listed in the Pre-Tax Notice, 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 by November 15, this lien is automatically extinguished. *If the tenant fails to pay the full amount owed by November 15, a notice may be filed at the County Clerk of Courts listing all delinquent tenant accounts with liens.*
- If the landlord pays the past due utility charges plus penalties owed by the tenant, *whether before or after* November 15, the lien on the tenant's personal assets automatically transfers to the landlord as per Wisconsin law. The landlord may then file notice of the lien with the County Clerk of Courts, 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. §66.0809 (3m)(a) and (b).**

## Landlord Information

Owner's (Landlord) Name:	Phone #:
Mailing Address:	Email:

## Landlord Agreement

As the landlord for this service address, I accept responsibility for notification to Kaukauna Utilities for any changes in occupancy, including coordinating with the tenant in scheduling meter readings when the tenant is moving in or out. I acknowledge I am responsible for payment of all Utility billings during vacancies for this service address and for working with the Utility if access is needed to the property. By signing this agreement, I certify that I have read and understand the Notice and Lien Process of this form, and I agree to any terms and conditions outlined within. I further understand that any water or sewer debt incurred by my tenant may ultimately become my responsibility as the landlord.

Landlord or Property Manager Name (Printed):		
Landlord or Property Manager Signature:		Date: / /

## Tenant Agreement

As the tenant for this service address, I accept responsibility for payment of all Kaukauna Utilities charges associated with this rental unit during my occupancy and shall notify the Utility when I am moving out. By signing this agreement, I certify that I have read and understand the Notice and Lien Process of this form, and I agree to any terms and conditions outlined within. I further understand, should I become past due, it could ultimately lead to a lien against my personal assets wherein my name could appear on the Wisconsin Consolidated Court Automated Program (CCAP) as a public record.

Primary Tenant Signature:		Date: / /
Secondary Tenant Signature:		Date: / /