STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY
BRANCH ____

STATE OF WISCONSIN
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707,

Plaintiff,

v.

Case No. 21-CX-___
Complex Forfeiture: 30109

BERRADA PROPERTIES
MANAGEMENT, INC.
10136 W. Fond du Lac Ave.,
Milwaukee, WI 53224,

and

YOUSSEF BERRADA
7421 W. Ridgeview Dr.,
Mequon, WI 53092,

Defendants.

## CIVIL LAW ENFORCEMENT COMPLAINT

The State of Wisconsin, by its attorneys Wisconsin Attorney General Josh Kaul and Assistant Attorneys General Robert B. Bresette and Gregory A. Myszkowski, on behalf of the Wisconsin Department of Agriculture, Trade and Consumer Protection, brings this civil enforcement action against Berrada Properties Management, Inc., and Youssef Berrada. The State seeks injunctive relief, restitution, and civil

forfeitures for violations of Wis. Stats. §§ 100.18, 100.195, 100.20 and Wis. Admin. Code Ch. ATCP 134.

## PARTIES

1. The plaintiff, the State of Wisconsin, has its principal offices at the State Capitol in Madison, Wisconsin. The address of the Wisconsin Department of Justice is 17 West Main Street, Post Office Box 7857, Madison, Wisconsin 53707-7857. The Wisconsin Department of Justice brings this action on behalf of the Department of Agriculture, Trade, and Consumer Protection (DATCP). The address of DATCP is 2811 Agriculture Drive, Post Office Box 8911, Madison, WI 53708-8911.

2. Defendant Berrada Properties Management, Inc., (BPM) is a domestic business corporation. Its principal office is located at 10136 W. Fond du Lac Ave., Gate B, Milwaukee, WI 53224. BPM's registered agent is C T Corporation System located at 301 S. Bedford St., Suite 1, Madison, WI 53703.

3. Defendant Youssef Berrada, also known as Joe Berrada (Berrada), resides at 7421 West Ridgeview Drive, Mequon, WI 53092.

4. Berrada is the sole owner of more than 171 LLCs, which combined own more than 8,000 apartment[1] units in Wisconsin, most of which are in Milwaukee and Racine.

[1] "Apartment" as used in this complaint refers to individual tenant dwelling units rented from Defendants. It includes conventional apartments, townhouses, and any other type of dwelling unit Defendants rent out that is covered by Wis. Admin. Code Ch. ATCP 134.

5. BPM is a real estate management company that operates and manages all the apartment buildings in Wisconsin owned by LLCs created and solely owned by Berrada.

6. Berrada is the president and sole owner of BPM. Berrada is employed by BPM and acts as its agent. Berrada signs BPM management agreements on behalf of both BPM and the LLC that owns the rental property. Berrada established and has control over all of BPM's business practices. BPM's website identifies Berrada as the president of BPM and states it is a "family run business."

## JURISDICTION AND VENUE

7. This action is brought pursuant to Wis. Stats. §§ 100.18, 100.195, and 100.20(6) to enjoin and restrain violations of the State's consumer protection laws and to restore any pecuniary losses suffered from these violations. It is also brought to recover civil forfeitures pursuant to Wis. Stat. § 100.195 and to recover civil forfeitures for violations of Wis. Stat. § 100.18(1) and Wis. Admin. Code Ch. ATCP 134 pursuant to Wis. Stat. § 100.26(4) and (6).

8. Venue is proper in Milwaukee County because Defendants do substantial business there and many of the claims arose there. Wis. Stat. § 801.50(2)(a),(c).

## INTRODUCTION

9. The standard rental agreements used by Defendants include illegal rental provisions that require tenants to pay attorney and court fees for evictions,

waive the landlord's duty to make repairs, and waive liability for negligent acts or omissions by the landlord. *See* Wis. Stat. § 704.44; Wis. Admin. Code § ATCP 134.08.

10. Rental agreements with illegal rental provisions are void and unenforceable. *See* Wis. Stat. § 704.44; Wis. Admin. Code § ATCP 134.08.

11. Defendants enforce illegal rental provisions, including charging tenants attorney fees at the time they file an eviction. According to a *Milwaukee Journal Sentinel* analysis, entities owned by Berrada accounted for more than 10% of the 2017 eviction actions filed in Milwaukee County.[2]

12. Since 2015, Berrada has exponentially expanded the number of apartment units he owns and controls by acquiring existing apartment buildings. Defendants conduct renovation projects at newly acquired buildings shortly after acquisition. Renovations commonly include replacing roofs, siding, walkways, and entrances; and replacing doors and windows inside apartments.

13. To make renovation projects easier and less expensive, defendants push existing tenants out of newly acquired apartments by telling existing tenants to leave their apartment, even though many tenants have a contractual right to stay.

14. Defendants conduct renovations in a way that shows little to no regard for tenants living in the building and makes it hard for tenants to continue to live there.

[2] Cary Spivak and Kevin Crowe, *'He'll Evict You in a Minute.' Landlord Quietly Becomes a Force in Milwaukee Rental Business . . . and Eviction Court*, *Milwaukee Journal Sentinel*, July 19, 2018.

15. Defendants' renovation projects restrict access to apartments; create hazards in entrances, walkways, and lawns; cause noise, air, and visual pollution; and restrict mail access.

16. Defendants illegally enter tenant apartments during renovation without proper notice to perform unnecessary renovations. During the COVID-19 pandemic, Defendants continued to illegally enter tenant apartments without taking precautions to protect tenant health and without making exceptions for tenants at increased risk from infection.

17. Defendants charge and collect late rent fees of $100 a month from tenants who do not pay their rent on time. Defendants' $100 late rent fee represents approximately 10% to 20% of most tenants' monthly rent.

18. Late rent fees are a significant factor in many tenants being evicted. Most, if not all, of the late rent fees Defendants bill are illegal because: they are charged pursuant to a void rental agreement; they are not authorized by the rental agreement the tenant signed (irrespective of being void); or they are an illegal contract penalty.

## FACTS

### I. Defendants' standard rental agreements.

19. Defendants use a standard rental agreement for new tenants in buildings they manage or own. Defendants draft the standard rental agreement and present it to prospective tenants on a take it or leave it basis. Defendants' standard rental agreement includes a main document titled "Rental Agreement" and several

attachments and addendums including documents titled "Bed Bug and Roaches Addendum," "LATE FEES & COURT FEES POLICY, ONLINE PAYMENT INSTRUCTIONS," "Procedure to Vacate Agreement," and "KEY PICK UP CONFIRMATION." Attached and marked as Exhibit 1 are exemplars of Defendants' standard rental agreements.

20. Until at least mid-2018, Defendants' standard rental agreement contained a provision that made tenants responsible for the Landlord's attorney fees and court costs for eviction proceedings. The most common language in this provision read "[t]he tenant also agrees to pay the court fees of $218 and any additional court and legal fees incurred by the landlord if a summons of eviction is commenced." (Ex.1 at 1, 9.)

21. Some of Defendants' rental agreements contain this attorney fee and court cost provision but with a different dollar amount. For example, on February 25, 2015, Defendants entered into a rental agreement with tenant MW for an apartment at 2933 W. Wells Street in Milwaukee that said "[t]he tenant also agrees to pay the court fees of $295 and any additional court and legal fees incurred by the landlord if a summons of eviction is commenced."

22. Defendants' standard rental agreement informs tenants they will be charged a non-refundable "court fees" whenever an eviction action is filed. Defendants' "LATE FEES & COURT FEES POLICY, ONLINE PAYMENT INSTRUCTIONS" document states "ONCE WE APPLY **COURT FEES OF $218** TO YOUR ACCOUNT **THEY WILL NOT BE WAIVED**, EVEN IF YOU PAY BEFORE

YOU'RE SERVED THE EVICTION SUMMONS. WE PAY THE $218 COURT FEES ON THE DAY IT'S APPLIED TO YOUR ACCOUNT." (Ex. 1 at 13.) (Capitalization and bolding original.)

23. When Defendants file an eviction action, they immediately charge the "court fees" stated in the rental agreement. For example, Defendants filed an eviction action against MW at 2933 W. Wells Street in Milwaukee on April 20, 2015. On the same day, Defendants charged MW $295 by adding it to her transaction ledger with the description "court fees."

24. The $295 fee Defendants immediately charged MW was greater than their cost for filing and serving the summons and complaint. It was also greater than the court costs and attorney fees the Court awarded Defendants in the final judgment. Court records indicate Defendants prevailed in the eviction against MW by default judgment on May 7, 2015. As part of the Judgment, the Court ordered MW to pay Defendants a $98 small claim filing fee, a $10 Attorney fee, and $35 for service. On June 2, 2015, the Judgment was amended to add sheriff and writ fees of $5 and $125, respectively, for a total of $273.

25. In some instances, Defendants charge "court fees" before they file for eviction and add the amount to the tenant's delinquent rent. For example, the day before Defendants filed to evict JT from an apartment at 5760 N. 91st Street in Milwaukee, they billed JT $218 for "court fees." These fees brought JT's unpaid balance to $1,036. Defendants' eviction complaint then stated JT was "[d]elinquent in payment of rent in the amount of $1,036." The eviction complaint against JT was

filed June 26, 2019, and was electronically signed by Berrada. A copy of JT's ledger is attached and marked as Exhibit 2.

26. In late 2018, Defendants removed the "court fees" language from at least some of their rental agreements.

27. After 2018, Defendants continued to charge the $218 court fee whenever they filed an eviction, including to tenants whose rental agreements did not contain the "court fees" provision. For example, on October 9, 2018, LM signed a rental agreement for an apartment on 9510 W. Thurston Avenue in Milwaukee. LM's rental agreement did not include the "court fees" provision. On December 26, 2019, Defendants filed an eviction against LM over delinquent rent. Two days before filing the eviction, Defendants billed LM $218 for "COURT FEES."

28. Until mid-2020, Defendants' "Bed Bug and Roaches Addendum" contained a rental agreement provision requiring the tenant to pay the landlord's attorney fees related to pest infestations. The addendum stated "4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur because of infestation of bed bugs and roaches in the apartment." (Ex. 1 at 7.)

29. Defendants "Bed Bug and Roaches Addendum" contains additional provisions that purport to waive any liability the landlord may have for an infestation. The relevant provisions state:

> 5. Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.

> 6. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

(Ex. 1 at 7.)

30. Tenants report Defendants fail to address infestation problems promptly and adequately, including preexisting infestations and infestations caused by other tenants. Tenants also report Defendants have caused infestation problems to spread within apartment buildings by conducting renovation projects in a negligent manner.

31. Defendants' standard rental agreement contains a provision that purports to waive the landlord's duty to maintain and repair appliances included within the apartment. These agreements contain some form of the following language: "appliances are not included with your unit. If appliances are in your unit, your welcome to use them. We will remove them if requested. Other: we no longer supply or fix Central A/C units OR Dish Washers. If available in your unit your welcome to use – but if they break, we no longer repair." (*See e.g.* Ex. 1 at 2, 10.)

32. Defendants use rental agreements stating "we no longer repair" appliances for apartments that contained appliances, including dishwashers, air conditioners, stoves, and refrigerators.

33. Defendants do not repair appliances provided with apartment units. Defendants will remove an appliance if a tenant asks Defendants to repair it. For example, QT rented a townhouse from Defendants at their Good Hope complex in Milwaukee. Her unit included a dishwasher. Approximately a month into her

tenancy, the dishwasher stopped working and QT called Defendants and asked them to repair it. Defendants responded by sending someone to QT's apartment to remove the dishwasher.

34. Defendants advertised apartments as including appliances and then had tenants sign rental agreements stating the appliances were not included.

35. Defendants participate in the US Department of Housing and Urban Development's (HUD's) Housing Choice Voucher program through the Housing Authority of the City of Milwaukee. For tenants who receive rent assistance vouchers, Defendants' rental agreements include a Tenant Lease Addendum signed by the tenant and the "owner" of the apartment. The Tenant Lease Addendum is a HUD form document that lists the rent the housing authority will be paying, the rent the tenant is responsible for, and what appliances or utilities will be provided by the "owner." The "owner" listed on Defendants' Tenant Lease Addendums is "Youssef Berrada" and Berrada personally signs some addendums. Some of Defendants' Tenant Lease Addendums state that a refrigerator and range/microwave are paid for and provided by the owner.

36. For example, on June 1, 2016, KM signed a rental agreement with Defendants for an apartment at 10213 W. Fond Du Lac Avenue in Milwaukee. KM's rental agreement said "[i]f appliances are in the unit, your welcome to use them, however, Berrada Properties will not repair or replace them. We will remove them if requested." KM's Tenant Lease Addendum states the owner is providing a refrigerator and an oven or microwave.

## II. Defendants' late rent fees.

37. Defendants executed standard rental agreements that contain a provision that requires tenants to pay a $100 late fee if rent is not paid by the tenth day of the month. It states "[i]f rent is received after 5pm on the 5th of the month the Tenant shall pay a late fee of $50 and if rent is not paid in full by 5pm on the 10th of the month, the tenant shall pay an additional late fee of $50." (Ex. 1 at 1, 9.)

38. Defendants include the $100 late rent fee provision in their rental agreements, regardless of the amount of rent they charge. Monthly rents Defendants charge range between $500 and $1,000 per month.

39. Defendants enforce the late rent fee provision of their rental agreements and charge the fee when tenants do not pay rent by the deadline.

40. For example, on April 30, 2018, JT signed a rental agreement with Defendants for an apartment at 5760 N. 91st Street in Milwaukee. JT signed Defendants' standard rental agreement. Through April 2020, Defendants billed JT thirty-one $50 late rent fee charges totaling $1,550. The late rent fee charges were a contributing factor in Defendants filing four eviction actions against JT. For each eviction, Defendants billed and collected their standard $218 "court fees" charge prior to the return date for the case. All of Defendants' eviction actions against JT were resolved by JT paying all amounts Defendants billed him in exchange for Defendants allowing JT to continue to reside in the apartment. The first eviction was filed on November 28, 2018, over an unpaid balance of $400, $125 of which was late rent fees. As of that date, Defendants had billed JT a total of $500 in late rent fees, of which JT

had paid $375. The second eviction was filed on January 21, 2019, over an unpaid balance of $775, $100 of which was late rent fees. As of that date, Defendants had billed JT a total of $700 in late rent fees, of which JT had paid $600. The third eviction was filed on June 26, 2019, over an unpaid balance of $1,036, which included $143 in late rent fees and Defendants' standard $218 "court fees" billed the day before. As of that date, Defendants had billed JT $1,100 in late rent fees, of which JT had paid $957. The fourth eviction was filed on February 22, 2020, over an unpaid balance of $775, $100 of which was late rent fees. As of that date, Defendants had billed JT $1,400 in late rent fees, of which JT had paid $1,300. Berrada signed the complaint and a Declaration of Nonmilitary Service for each eviction action filed against JT.

41. Prior to adding the $100 late rent fee provision to their standard rental agreement, Defendants' rental agreements called for a $50 late rent fee "if rent is received after 10th of the month."

42. When Defendants changed the late rent fee from $50 to $100 if rent is not paid by the 10th day of the month, they applied the new $100 late rent fee to existing tenants whose rental agreements only authorized a $50 late rent fee.

43. For example, RM and DK signed a rental agreement with Defendants to rent an apartment located at 5250 N. 91st Street in Milwaukee in August of 2014. Their rental agreement stated that rent was "due on the 1st day of each month" and that "if rent is received after 10th the Tenant shall pay a late fee of $50.00." Defendants charged RM and DK late rent fees that were not authorized by the rental agreement. Defendants charged RM and DK a $50 late rent fee prior to the 10th day

of the month in: September 2014, November 2014, April 2015, December 2015, June 2016, and September 2016. Defendants charged RM and DK $100 in late rent fees because the rent was not paid on or before the 10th of the month in: October 2014, July 2016, August 2016, and November 2016. The $100 late rent fee charges consisted of a $50 charge on the 5th day of the month and an additional $50 charge on the 11th day of the month.

44. When Defendants acquire and/or take over management of a new rental building, they unilaterally impose their $100 late rent fee on existing tenants even though the tenants' rental agreement with the prior landlord does not authorize that late rent fee.

45. Defendants tell existing tenants about the $100 late rent fee in letters announcing the change in management:

> Dear Tenant:
>
> The purpose of this letter is to inform you that your building is being managed by Berrada Properties Management Inc effective immediately.
>
> ALL RENTS MUST BE PAID TO BERRADA PROPERTIES MANAGEMENT INC.
>
> **Rent is due on the first of the month. Any rent received after the 5th of the month will be assessed a late fee of $50. An additional $50 late fee will be charged after the 10th of the month if rent is not paid in full. NO EXCEPTIONS.**

(Bolding and capitalization original). Until 2017, these change in ownership letters were signed by Berrada, who was identified as the "owner." Attached and marked as Exhibit 3 are exemplar letters Defendants sent to existing tenants of a rental building they took over.

46. Defendants bill the $100 late rent to existing tenants at acquired buildings whose rental agreement does not authorize that fee. For example, TJ signed a rental agreement with landlord Stonegate Management, LLC, in March 2016 for an apartment at 4938 W. Hampton Avenue in Milwaukee. The rental agreement authorized a $50 late rent fee if rent was paid "after the 5th day of the month." On or around August 2016, Defendants acquired the building on 4938 W. Hampton Avenue and assumed TJ's rental agreement. Subsequently, Defendants unilaterally applied their standard $100 late rent fee to TJ even though his rental agreement only authorized a $50 late rent fee. Defendants charged TJ $100 in late rent fees in October, November, and December 2016. Defendants filed an eviction action against TJ on November 25, 2016, over unpaid rent totaling $700. Of that amount, $550 was monthly rent, $50 was a late rent fee authorized by TJ's rental agreement, and $100 was a late rent fee not authorized by TJ's rental agreement. Defendants also charged TJ their standard $218 "court fees" on November 22, 2016, three days before they commenced the eviction and 21 days before Defendants obtained a default judgment against TJ. TJ's rental agreement with Stonegate Management, LLC, did not contain the illegal $218 "court fees" provision found in Defendants' standard rental agreements.

**III. Defendants' security deposit withholdings.**

47. Defendants collect a security deposit from tenants at the beginning of the tenancy.

48. Defendants' standard rental agreements do not contain any nonstandard rental provisions that authorize security deposit deductions in addition to those authorized by statute and rule. (Ex. 1).

49. When Berrada acquires a rental building, Berrada assumes by contract the seller's obligations as lessor or landlord and agrees to indemnify the seller with regards to the seller's obligations as a lessor or landlord. By doing so, Berrada assumes from the seller the obligation to account for and return security deposits the seller collected from tenants living in the building at the time of sale, minus any deductions allowed by law. *See* Wis. Stat. § 704.09(3).

50. Defendants do not keep track of, or adhere to, rental agreements, including nonstandard rental provisions, transferred to them from sellers of buildings.

51. During each tenancy, Defendants keep a running account balance of all charges against a tenant including rent, late rent fees, court fees, sheriff fees, and nonsufficient funds transfer fees. At the end of the tenancy, if a tenant's account balance is negative, Defendants deduct the final account balance from the tenant's security deposit.

52. At the end of a tenancy, Defendants send the tenant a security deposit return letter that includes any negative final account balance withheld as a single entry labeled "ENDING ACCOUNT BALANCE / RENT / LATE FEES." This single entry can include unpaid: rent, late rent fees, Defendants' standard "court fees," sheriff's fees, and nonsufficient funds transfer fees.

53. Defendants consider a tenant's security deposit "forfeited" if the tenant does not give what Defendants deem "Proper 30-Day Notice." Defendants note this "forfeiture" on the security deposit return letter as "Vacated Without Proper 30-Day Notice – Deposit Forfeited (WI Stat. 704.29)." On some security deposit return letters, Defendants note that a security deposit has been "forfeited" for failing to give proper notice but still credit the security deposit amount against the total amount of security deposit deductions. But Defendants sometimes deem a tenant's security deposit "forfeited" and refuse to give the tenant credit for the security deposit.

54. For example, SP and AD were tenants of Defendants at 8949 N.97th Street in Milwaukee. SP and AD's security deposit was $750. On May 21, 2019, Defendants sent SP and AD a security deposit return letter that said under comments "Vacated Without Proper 30-Day Notice -Deposit Forfeited (WI Stat. 704.29)." The security deposit return letter had one deduction for $750 that said, "Vacated Without Proper 30-Day Notice -Deposit Forfeited (WI Stat. 704.29)." Attached and marked as Exhibit 4 is a copy of SP and AD's security deposit return letter with their identifying information redacted.

55. Berrada oversees Defendants' security deposit practices, including handling tenant complaints about security deposit deductions. Berrada receives and responds to tenant complaints about security deposit deductions and dictates when a deduction should be made, not made, or reversed.

## IV. Defendants' renovation projects of newly acquired buildings.

56. Between January 2015 and June 2020, Berrada acquired approximately 3,500 apartment units through 92 new LLCs created by Berrada to buy and own the acquired apartment buildings. Berrada is the sole member of these LLCs. For each purchase, Berrada personally located the apartment building and secured the financing.

57. Each LLC created by Berrada to buy a rental property enters a contract with BPM to provide apartment management services. Berrada signs these contracts on behalf of both the LLC and BPM.

58. Defendants do not obtain copies of rental agreements for existing tenants in newly acquired apartments. The existing rental agreements are valid contracts that remain enforceable by tenants against the buyer of the rental property. *See* Wis. Stat. § 704.09(3).

59. BPM claims it "often" cannot obtain copies of existing rental agreements because the seller of a property kept bad records and/or failed to provide the rental agreements at the time of sale. BPM told the State:

> Often, the rental properties which BPM takes over management have been poorly managed and/or maintained, with questionable record keeping. As a result a large majority of the prior owners and managers do not provide BPM or the new owner with any rental agreements. In such situations, BPM assumes that a verbal month to month tenancy is in place, as that typically is the case, unless the tenant provides BPM with a copy of a written rental agreement.

60. The State contacted several persons who sold rental properties to Berrada. Many of these sellers indicated they provided Berrada copies of existing rental agreements at or near the time of sale. Some sellers did not give Defendants

copies of rental agreements because Defendants did not ask for them and made no effort to obtain them.

61. When a seller gives rental agreements to Defendants, Defendants do not retain copies of the rental agreements and make little or no effort to adhere to them.

***a) Defendants falsely tell tenants they must vacate their apartment to allow Defendants to complete renovations.***

62. Defendants conduct renovation projects at properties they purchase around the time of acquisition. These projects include, but are not limited to, putting boulders on lawns, replacing doors and windows inside apartments, replacing roofs, and renovating walkways and entrances. Berrada personally oversees renovation projects onsite, including handling complaints from tenants.

63. To make renovation projects easier and less expensive, Defendants try to push existing tenants out of newly acquired apartments.

64. Defendants send written notices to existing tenants in newly acquired buildings that contain statements asking the tenant to vacate their apartment to allow Defendants to do renovations:

> . . . .
> We plan on renovating and refreshing each and every unit. In order to effectively perform our work, we are asking that your unit be vacated as soon as possible. If you have been thinking about moving, now is the time. If you interested in moving, we have a limited number of newly remodeled units in the area available if you would like to relocate to another property managed by Berrada Properties Management, Inc. If you have a valid lease which has not expired, we will considering (sic) allowing you to terminate your lease (please provide a copy to Moises (contact info below)). If you are interested in taking advantage of these options, please do the following as soon as possible:

- Call our relocation specialist Moises at [number provided] to see if you qualify and to begin the process;
- **WE ONLY HAVE A LIMITED NUMBER OF UNITS SO PLEASE ACT FAST**.

(Ex. 3 at 6) (emphasis original.)

65. Many tenants who receive these notices reasonably understand the statement "we are asking that your unit be vacated as soon as possible" to mean they are required to leave their apartment. Some tenants leave their apartment when they do not want to because Defendants told them to vacate "as soon as possible."

66. For example, in or around March 2020, Berrada acquired a building near 51st Boulevard and Hope Avenue in Milwaukee. On April 1, 2020, Defendants sent a letter to all the tenants in that building stating "we are asking that your unit be vacated as soon as possible." (*See e.g.,* Ex. 3 at 9.) This letter was dated five days after Governor Evers banned all evictions in the state due to COVID-19. Tenants B and RR understood this letter to mean they had to move immediately in the middle of a pandemic. Defendants encouraged this understanding when addressing questions from tenants who received this letter. According to BR, Defendants "told me that it wasn't an option for me to stay here at all." An unidentified tenant told FOX6 News in Milwaukee that Defendants told them, "We gave you the 30 days." FOX6 News confronted Defendants about sending out this letter during a pandemic. After a series of emails with FOX6 News, Defendants, through an attorney,

apologized "for any confusion" and sent a second letter to the tenants stating, "you are not required to move."[3]

67. Some tenants who received the change in ownership notice from Defendants report not being able to get a hold of anyone listed on the notice to ask questions or get information about relocating to another BPM property. Tenants report calling several times and leaving messages without having a person answer or return their call.

68. Defendants give some existing tenants in newly acquired buildings a Notice to Vacate even when the tenants have a contractual right to stay. For example, on December 26, 2019, Defendants gave a 30-Day Notice to Vacate to MS, who, along with two minor children, resided at a newly acquired building located at 4330 N. 104th Street in Milwaukee. The notice said:

> This notice terminates your tenancy pursuant to Section 704.19, Wisconsin Stats, and requires you to vacate the premises described above no later than 11:59 pm on January 31, 2020 which is the last date of the rental period.
>
> State law does not require disclosure of a reason for termination as long as it is not discrimination or retaliation because a tenant enforced or tried to enforce his or her rights.

Attached and marked as Exhibit 5 is a copy of the notice MS received with the name redacted. At the time she received this notice, MS had lived in that apartment for 15 years and did not want to leave. MS had a valid rental agreement with a

[3] Bryan Polcyn, "*'Not fair:' Letter informing Milwaukee tenants to 'vacate ASAP' caused confusion amid COVID-19,*" FOX6 Milwaukee, April 9, 2020, *www.fox6now.com/news/not-fair-letter-informing-milwaukee-tenants-to-vacate-asap-caused-confusion-amid-covid-19.*

contractual right to possess the apartment for several months after January 31, 2020. MS and her minor children moved out of the apartment before the end of January 2020, because the 30-day notice told her to vacate.

69. Similarly, in early 2020, Defendants purchased buildings along Good Hope Road from DAK Properties. After acquiring the buildings, Defendants gave 28-Day Notices to Vacate to several current residents who had leases for terms longer than month-to-month. These notices falsely stated the tenants were periodic tenants and said notice was being given pursuant to Wis. Stat. § 704.19. One of the tenants who received that notice, VG, had signed a one-year lease with DAK Properties two months before she received the 28-Day Notice to Vacate from Defendants. Defendants rescinded their notice to VG only after TMJ4 in Milwaukee contacted Defendants to ask questions about the notices.[4]

70. Without proper legal grounds for doing so, Defendants orally tell existing tenants in newly acquired buildings they must vacate their apartment within 30 days. In some instances, Defendants give oral notice to vacate without concurrent written notice.

71. For example, in October and November 2020, Berrada purchased 12 rental buildings from Schultz Real Estate, LLC. Located in Milwaukee on W. Appleton Ave., N. 78th Street, W. Melvina St., and N. Granville Road, the buildings have a total of 128 apartment units. Schultz Real Estate did not provide Defendants

[4] *See* Tony Atkins, *Apartment Owners Rescind Vacate Notices After TMJ4 Inquiry*, TMJ4 Milwaukee, February 14, 2020, *www.tmj4/com/news/local-news/apartment-owners-rescind-vacate-notices-after-tmj4-inquiry*.

copies of existing rental agreements for these buildings because Defendants did not request them. Schultz Real Estate did provide Defendants rent roll spreadsheets containing each tenants' rent amount, security deposit amount, prepaid rent amount, open balance amount, and lease terms. Schultz Real Estate allowed Defendants access to its properties to start renovation projects before the sale was completed, including access to the interior of buildings. On and around October 22, 2020, Defendants' agents knocked on the doors inside the 7676 N. 78th Street building and spoke to tenants who answered. Defendants' agents identified themselves as BPM agents, said BPM had purchased the building, and told tenants they had 30 days to vacate their apartment, even if they had a current lease. At the time Defendants' agents made these representations, the buildings were still owned by Schultz Real Estate. Tenant AK and JJ live in separate apartments formerly owned by Schultz Real estate. Both spoke to Defendants' agents on or around October 22, 2020. Defendants' agents told AK and JJ they had 30 days to vacate, even if they had a rental agreement. According to the rent roll provided by Schultz Real Estate, both AK and JJ's rental agreements did not expire until June 30, 2021.

***b) Defendants exclude or constructively evict tenants by conducting renovations in ways that restrict access to apartments, renders the premises unfit for occupancy, and deprive the tenant of beneficial enjoyment of their home.***

72. Defendants make it hard for tenants to continue to live in buildings being renovated by conducting renovations in a way that substantially degrade the tenantability of apartments and violate the tenants' rights to full use and quiet enjoyment of their home. Tenants living in the acquired buildings report Defendants'

renovations: restrict access to buildings and individual apartments; create hazards for tenants; cause significant temperature changes; cause noise, air, and visual pollution; and restrict mail access. Attached and marked as Exhibit 6 are pictures of Defendants' renovation projects in progress.

73. The way Defendants conduct renovations shows little to no regard for the tenants residing in their buildings. Defendants' renovation projects, and the way Defendants conduct them, forces many tenants to leave their apartment before they want to and before the expiration of their rental agreement.

74. Defendants do not give tenants prior notice of major renovation projects to common areas, like roofs, entrances, and walkways, even though these projects significantly impact tenants' use of their homes. Defendants also do not provide estimates of how long these projects will take.

75. Defendants' renovation projects restrict existing tenants' access to their apartments and make entering and leaving buildings dangerous.

76. Defendants gut common areas including pulling up carpets and tearing down banisters, railings, building entrances, porches, and walkways, leaving behind a field of debris and hazards, including nails, exposed nail strips, glass, construction material, and potholes, which create hazards for existing tenants. These conditions can remain for weeks at a time with minimal mitigation.

77. When remodeling entrances, Defendants block access to buildings and individual apartments for prolonged periods. Some of the buildings Defendants

renovate only have one entrance, so blocking the entrance prohibits tenants from entering or leaving their apartment.

78. Defendants ignore tenant complaints about hazards and restricted access and focus on completing other aspects of the renovation projects before cleaning up or mitigating these problems.

79. In some instances, Defendants nailed or screwed entrances to tenant apartments shut during renovation projects. For example, JPB was a tenant at 5725 N. 95th Street in Milwaukee when Defendants acquired her building around September 2017. Shortly after acquiring the building, Defendants started renovation projects without providing notice to tenants. On or around September 12, 2017, JPB learned about the renovations when she was awoken at 7:00 am by the sound of loud banging noises from her rooftop, followed shortly by a loud crash noise from roofing material breaking her window. Around September 26, 2017, Defendants gave JPB 30-days-Notice to Vacate her apartment. Four days later, JPB tried to exit her apartment and discovered Defendants had screwed her screen door shut, restricting her ability to exit. JPB called 911 and the Police and the Fire Department responded. The Fire Department discovered all front screen doors in the building had been screwed shut. The Fire Department removed the screws and told JPB to let her landlord know they cannot confine tenants in their home, even if they have an additional exit. Attached and marked as Exhibit 7 is a picture of the Fire Department removing the screws from JPB's door.

80. Both JPB and DATCP brought this incident to Defendants' attention, but Defendants never responded. Defendants did respond to DATCP's concern that the 30-day-Notice to Vacate they gave JPB was retaliatory. Defendants responded by saying "It is because Berrada Properties wants to remodel the ENTIRE building that everyone in the building was issued a 30 (sic) notice to vacate."

81. Defendants' renovations create unreasonable levels of air, noise, and visual pollution. Defendants start projects as early as 7:00 am and continue to perform work past 5:00 pm. Defendants conduct renovation work next to tenant apartments, setting up workstations directly outside tenants' doors and windows. The renovation projects create loud levels of noise including hammering, jackhammering, sawing, and loud music played by workers. Tenants report that the loud level of noise interrupts sleep, virtual learning, and remote work. The projects also cause dust and other chemicals to enter tenant apartments. For extended periods of time, Defendants leave debris from construction in hallways, outside entrances, and on lawns.

82. Defendants' renovation projects create temperature problems and safety concerns for tenants. Defendants perform renovation projects year-round. Defendants prop building doors open for hours at a time, including during low and high outdoor temperatures. This causes the temperature in individual apartments to rise or fall unreasonably. Defendants also remove entrance doors or entrance locks for long periods of time. This creates safety concerns by allowing unauthorized

individuals to enter buildings during renovation work or after. Tenants have reported incidents of vandalism and break-ins during Defendants' renovation projects.

83. Defendants tear down and throw away mailboxes in the buildings they are renovating, including throwing away mailboxes with tenant mail inside. Defendants let buildings go a prolonged period without mailboxes, obstructing normal mail delivery. Tenants report that, due to missing mailboxes, mail delivery becomes irregular, tenant mail is put in non-secured locations, or the mailperson must deliver door to door. Defendants are aware of the problems they cause with mail delivery but do not fix them. When Defendants finally put-up new mailboxes, they often fail to distribute mailbox keys to existing tenants.

84. Tenants complain to Defendants about the problems and unsafe living conditions created by the renovations. Defendants ignore tenant complaints and known safety issues and continue to conduct renovations in ways that are most convenient to Defendants. Tenants who complain are harassed and encouraged to leave.

85. The unsafe conditions created by Defendants' renovation projects have a disproportionately negative effect on tenants with disabilities. For example, DS was a tenant at 2700 Mount Pleasant Street when Defendants acquired the property. DS has paraplegia and uses a wheelchair. On July 16, 2018, without notice, Defendants removed the carpeting in the hallway and other common areas of the building leaving an exposed tack strip in front of the door DS used to exit his apartment. Workers also left nails, glass, and upward pointing staples in the

hallways and on sidewalks. DS could not leave his apartment because the strip in front of his door and other exposed hazards would have punctured the tire on his wheelchair. Additionally, because of the renovations, the entrances to DS's building had exposed gaps that DS could not safely traverse in his wheelchair. DS complained to Defendants about his inability to leave his apartment, including making several written reasonable accommodation requests. Defendants ignored DS's complaints and reasonable accommodation requests. The condition in DS's building forced him to live in a hotel from July 17, 2018, until August 6, 2018. Two of DS's friends had to physically carry him and his wheelchair out of the apartment to get him to the hotel. While DS was at the hotel, his caregiver went back to his building every day and saw the unsafe conditions in the apartment building remained unchanged.

86. Another example, TB resided in an apartment on North 78th Street in Milwaukee that Defendants purchased from Schultz Real Estate, LLC, in November of 2020. TB's rental agreement with Schultz was signed in April 2020 and ran through April 30, 2021. Defendants started renovation projects to the building shortly after they acquired it. TB has a lung condition that requires her to use oxygen. Her window and door had signs posted stating there was oxygen in use inside. Defendants entered TB's apartment to replace doors and windows. In the process, they took TB's oxygen signs and did not put them back up when they were done. Despite TB's condition and the COVID-19 pandemic, the workers were inside TB's apartment for hours without masks. Defendants' renovation projects also created dust and other chemical air pollutants that made it hard for TB to breathe. On November 30, 2020, TB moved out

of her apartment because of the way Defendants were conducting their renovation project.

***c) Defendants confiscate tenants' personal property during renovation projects.***

87. As part of their renovation projects, Defendants demand tenants remove personal property from individual assigned storage areas they have a right to possess. If a tenant does not remove their personal property, Defendants confiscate it. The right to use and possess these storage areas comes from written or verbal rental agreements with prior landlords by which tenants were assigned storage areas for their exclusive use as part of the benefit for paying rent.

88. Some of Defendants' written notices of new management for tenants of newly acquired buildings contain statements telling tenants to remove personal property from common areas and storage units to facilitate renovations. For example, a notice given in June 2019 to tenant at 9400 W. Beckett Ave in Milwaukee stated, "We have already begun to beautify your building. Please remove all personal property from the common areas and storage units." (Ex. 3 at 7.) Another example: a notice given on April 24, 2017, to a tenant at 7677 N. 78th Street, in Milwaukee stated, "We do not allow storage lockers in our buildings so you have two weeks from this date to remove all your belongings from storage lockers. Anything left after two weeks period it will be disposed of." (Ex. 3 at 4.)

89. When Defendants begin renovations, Defendants post notices in buildings telling tenants to remove their property from storage areas or it will be

thrown away. Below is an example of a notice Defendants posted on February 26, 2020, at 9580 W. Fond Du Lac Avenue in Milwaukee:

9580 W FOND DU LAC AVE #20 Date Posted: 02/26/2020

*NOTICE*

!!!!!IMPORTANT!!!!!

ALL PERSONAL PROPERTY MUST BE REMOVED FROM THE BASEMENT AND STORAGE AREAS BY MONDAY MARCH 2, 2020 AT 8 AM OR IT WILL BE DISCARDED. WE ARE CLEANING IT OUT!

THIS IS YOUR ONLY NOTICE

Berrada Properties is not responsible if any items are discarded or damaged

Thank you,

Berrada Properties Management Inc
P O Box 241191 Milwaukee WI 53224
(262)236-0368 EMAIL: info@berradaproperties.com

Attached and marked as Exhibit 8 are examples of the notices Defendants posted in buildings telling tenants they would seize or throw away their property.

90. When tenants do not remove their property in individual storage units by Defendants' deadline, Defendants throw away tenants' property.

91. For example, ML was a tenant at 5309 N. 29th Street in Milwaukee when Defendants took over his building on or around February 28, 2017. ML received notice around this time that Defendants had taken over management of the building and

would be doing renovations. ML did not receive notice the renovations would involve underground storage units. ML had a storage unit in the building where he stored approximately $1,500 in personal property including a scooter, fish tank, sporting goods, and other personal items. Without ML's consent, Defendants entered ML's storage unit and removed and disposed of his personal property. Defendants never compensated ML for his property. After ML filed a complaint with DATCP, Defendants responded, "when we purchased this building we placed notices on all tenant doors, on either side of the mailbox, and on the front and back doors giving the tenants ample time to clear out the storage units as we began to remodel."

92. Another example, EY lived at 5309 N. 29th Street in Milwaukee when Defendants acquired her building on or around February 27, 2017. At the time, EY had a rental agreement that gave her a right to possess her apartment through August 31, 2017. EY's written rental agreement listed "STORAGE" as an amenity she was entitled to. Shortly after acquiring EY's building, Defendants entered EY's locked storage area and removed and disposed of her personal property without EY's consent. Included among the items Defendants threw out was an urn containing the ashes of EY's infant granddaughter and numerous irreplaceable family photos. After, EY filed a consumer complaint with DATCP, Defendants admitted to breaking into EY's storage unit and taking her treasured belongings but said they had a right to do it because they gave advance notice: "When we purchased this building, we placed notices on all tenant doors, on either side of the mailbox, and on the front and back doors giving the tenants ample time to clear out the storage units as we began to

remodel." Defendants' agent then stated, "while I sympathize with [EY]'s situation, Berrada Properties is not responsible for her current issues."

**d)** ***Defendants unreasonably enter individual tenant apartments during renovations to perform unnecessary door and window replacements.***

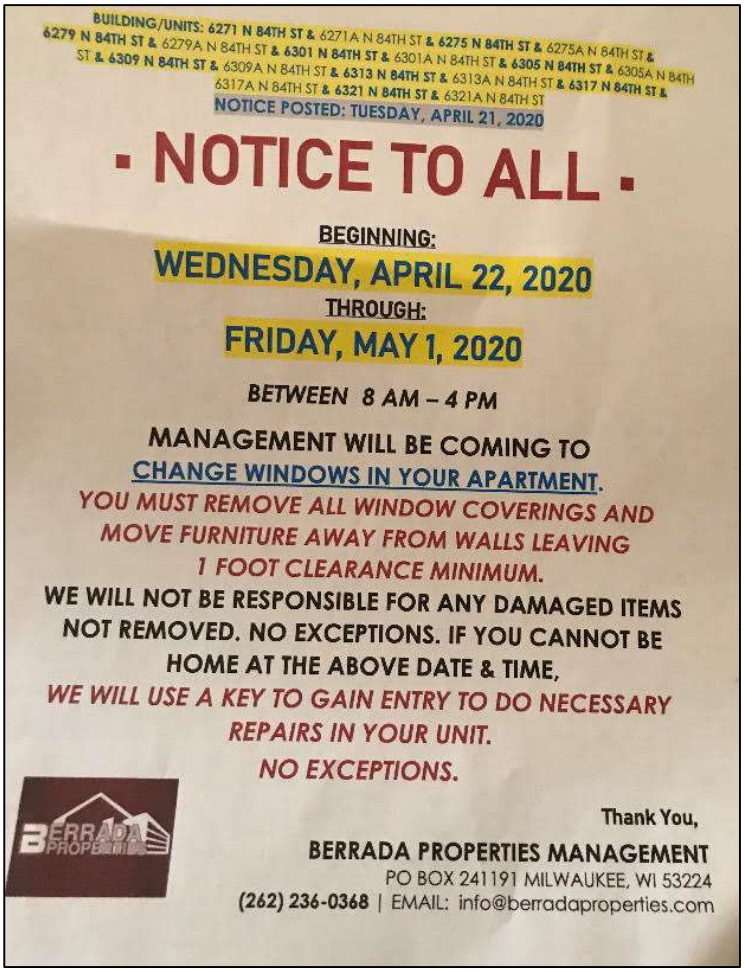
93. Defendants enter tenants' apartments during renovations without permission from the tenant to perform unnecessary renovations. Two of the most common renovations Defendants enter apartments to perform are replacing windows and doors. Before entering, Defendants do not give the advance notice required by law. Defendants also insist on entering at unreasonable times. Defendants enter tenant apartments when tenants are not home without permission and without giving proper notice.

94. Defendants post notice the day before workers will start entering apartments in a complex. The posted notice states workers will be entering individual apartments at some point during a defined period usually longer than one day. These defined periods can be up to two weeks long. Occasionally, these notices are posted only in common areas, like the front and back entrance to a building, and are not given directly to tenants.

95. For example, on April 20, 2020, Defendants posted the below notice in several recently acquired buildings:


The door replacements mentioned in this notice were not "repairs" or "necessary repairs" because the existing doors were still functional. Attached and marked as Exhibit 9 are exemplary copies of door replacement notices Defendants posted at newly acquired buildings.

96. For example, on April 21, 2020, Defendants posted the below in several recently acquired buildings:



BUILDING/UNITS: 6271 N 84TH ST & 6271A N 84TH ST & 6275 N 84TH ST & 6275A N 84TH ST & 6279 N 84TH ST & 6279A N 84TH ST & 6301 N 84TH ST & 6301A N 84TH ST & 6305 N 84TH ST & 6305A N 84TH ST & 6309 N 84TH ST & 6309A N 84TH ST & 6313 N 84TH ST & 6313A N 84TH ST & 6317 N 84TH ST & 6317A N 84TH ST & 6321 N 84TH ST & 6321A N 84TH ST

NOTICE POSTED: TUESDAY, APRIL 21, 2020

# · NOTICE TO ALL ·

BEGINNING:

**WEDNESDAY, APRIL 22, 2020**

THROUGH:

**FRIDAY, MAY 1, 2020**

*BETWEEN 8 AM – 4 PM*

**MANAGEMENT WILL BE COMING TO CHANGE WINDOWS IN YOUR APARTMENT.**

***YOU MUST REMOVE ALL WINDOW COVERINGS AND MOVE FURNITURE AWAY FROM WALLS LEAVING 1 FOOT CLEARANCE MINIMUM.***

**WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGED ITEMS NOT REMOVED. NO EXCEPTIONS. IF YOU CANNOT BE HOME AT THE ABOVE DATE & TIME,**

***WE WILL USE A KEY TO GAIN ENTRY TO DO NECESSARY REPAIRS IN YOUR UNIT.***

***NO EXCEPTIONS.***

Thank You,

**BERRADA PROPERTIES MANAGEMENT**

PO BOX 241191 MILWAUKEE, WI 53224

**(262) 236-0368** | EMAIL: info@berradaproperties.com

The window replacements mentioned in the notice were not "necessary repairs" as the notice claims because the existing windows were still functional. Attached and marked as Exhibit 10 are exemplary copies of window replacement notices Defendants posted at newly acquired buildings.

97. The new doors Defendants install have new locks that require new keys. If a tenant is not home when Defendants replace their door, Defendants use a key to enter the dwelling and change the door without taking reasonable steps to make sure

the tenant has the new key so they can enter their apartment. This causes tenants to lose access to their apartment for extended periods of time.

98. For example, SA was a tenant at N. 78th Street when Defendants acquired the building and conducted renovations around November 2020. SA did not receive notice that Defendants would be changing her door. SA was out of the apartment when Defendants' agents entered her apartment and changed the door and locks. When SA discovered her door and locks had been changed, she tried to go to Defendants' office, but the office was closed for the night. As a result, SA had to sleep in her car that November night.

***e) Defendants continued to unreasonably enter individual tenant apartments to perform non-emergency and non-necessary door and window replacements during the COVID-19 pandemic without taking adequate steps to protect tenants.***

99. At the beginning of the COVID-19 pandemic, Defendants continued renovation projects without changing their practices to account for the dangers presented by the pandemic. This included sending agents into tenants' apartments to make non-emergency renovations without wearing face coverings or other personal protective equipment. Defendants continued to insist there would be "NO EXCEPTIONS" to their policy of entering apartments to replace doors and windows. Until approximately May 2020, Defendants' agents did not wear personal protective equipment when performing renovations. Defendants changed their renovation practice in response to several negative articles in the *Milwaukee Journal Sentinel* and government inquiries into whether they were violating tenant rights.

100. On March 12, 2020, Governor Tony Evers issued Executive Order 72 "Declaring a Health Emergency in Response to the COVID-19 Coronavirus." That order proclaimed a public health emergency and directed the Department of Health Services to take "all necessary and appropriate measures to prevent and respond to incidents of COVID-19 in the State." Pursuant to that order, on March 24, 2020, DHS Secretary-designee Andrea Palm issued Emergency Order 12, Safer at Home Order, which was in effect until April 24, 2020. The Safer at Home Order ordered "[a]ll individuals present within the State of Wisconsin … to stay at home or at their place of residence" with certain delineated exceptions. It also prohibited landlords from entering individual apartments except to make emergency repairs: "[l]andlords or rental property managers shall avoid entering leased residential premises unless emergency maintenance is required."

101. In March and April 2020, despite the Safer at Home Order, Defendants continued to conduct renovation projects at newly acquired buildings, including systematically entering individual tenant apartments to replace doors and windows. Defendants continued to post notices stating there they would be "no exceptions" to entering the apartment to replace all windows and doors. (*See* Ex. 9 at 1-4, Ex. 10.) Defendants' agents entered tenant apartments to replace the windows and doors without wearing masks or other personal protective equipment. These door and window replacements were discretionary upgrades, not emergency maintenance. If a tenant refused to let Defendants' agents into their apartment to make replacements,

Defendants' agents would come back to the apartment and repeatedly demand to be let in.

102. For example, in March and April 2020, Defendants conducted renovation projects at Custer Heights, an apartment complex in Milwaukee located north of Timmerman Airport. Tenants report the building was in good shape before Defendants took over management and started renovations. Defendants had 15-30 workers on premise during renovations; most if not all, workers did not wear masks or other personal protective equipment. On March 3, 2020, Defendants posted signs notifying tenants that they would be entering apartments to replace windows sometime between 7:30am and 4:30pm on the days between March 4, 2020, and March 20, 2020. The signs stated "we will use a key to gain entry to do necessary repairs in your unit. No exceptions." (*See* Ex. 10 at 3-4.) As promised, Defendants began replacing apartment windows on March 4, 2020, and finished replacing windows on March 20, 2020. On March 23, 2020, Defendants posted a similar notice notifying tenants they would be entering apartments to change doors and locks between 7:30am and 4:30pm on the days between March 24, 2020, and April 3, 2020. The signs stated "if you cannot be home at the above date & time, we will use a key to gain entry to do necessary repairs in your unit. No exceptions!" (Ex. 9 at 1 and 4.) Defendants began replacing doors at Custer Heights on March 24, 2020, and finished on April 3, 2020. Tenant HD refused to let Defendants' agents into her Custer Heights apartment to change her door due to the pandemic. In response, Defendants' agents knocked on HD's door every day for weeks asking to come in to change the door.

## VIOLATIONS

**Claim One**
**Violations of Wis. Admin. Code § ATCP 134.08(4), rental agreement provisions making tenants responsible for the landlord's attorney fees and costs.**

103. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

104. Defendants are "landlords" within the meaning of Wis. Admin. Code § 134.02(5).

105. Defendants draft the rental agreements they enter with tenants.

106. Landlords are prohibited from including provisions in their rental agreement that require tenants to pay attorney fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement.[5] Wis. Admin. Code § ATCP 134.08(4); *see also* Wis. Stat. § 704.44(4m).

107. Any rental agreement that contains a provision that violates Wis. Admin. Code § ATCP 134.08(4) is void and unenforceable by law. *See also* Wis. Stat. 704.44(4m).

108. Defendants violated Wis. Admin. Code § ATCP 134.08(4) by entering into rental agreements with provisions that required tenants to pay costs and attorney fees for an eviction action. Their rental agreements included a provision stating: "the tenant also agrees to pay the court fees of $218 and any additional court and legal fees incurred by the landlord if a summons of eviction is commenced."

[5] This prohibition does not prevent landlords from recovering costs or attorney fees through a court order if they prevail in legal action. Wis. Admin. Code § ATCP 134.08(4); *see also* Wis. Stat. § 704.44(4m).

109. Defendants' rental agreements with this cost and attorney fee provision also included a document titled "Late Fees and Court Fees Policy Online Payment Instructions." That document stated in part "ONCE WE APPLY **COURT FEES OF $218** TO YOUR ACCOUNT **THEY WILL NOT BE WAIVED**, EVEN IF YOU PAY BEFORE YOU'RE SERVED THE EVICTION SUMMONS. WE PAY THE $218 COURT FEES ON THE DAY IT'S APPLIED TO YOUR ACCOUNT." (Capitalization and bolding original.)

110. Defendants entered into rental agreements that contained a similarly worded provision as above but required the tenant to pay $295 for eviction action costs and fees without a court order.

111. Defendants bill tenants the court fee before a hearing on their eviction action and without a court order. The court fee Defendants charge is greater than what is statutorily allowed in a court order.

112. Defendants further violated Wis. Admin. Code § ATCP 134.08(4) by including in their rental agreements a "Bed Bug and Roaches Addendum" that states, "Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur as a result of infestation of bed bugs and roaches in the apartment."

113. Each violation of Wis. Admin. Code § ATCP 134.08(4) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

114. Each of Defendants' rental agreements that contains a provision that violates Wis. Admin. Code § ATCP 134.08(4) is void and unenforceable. *See also* Wis. Stat. § 704.44(4).

**Claim Two**
**Violations of Wis. Admin. Code § ATCP 134.08(6),**
**rental agreement provision that waives landlord liability**

115. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

116. Landlords are prohibited from including in rental agreements a provision that states the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. Wis. Admin. Code § ATCP 134.08(6); *see also* Wis. Stat. § 704.44(6).

117. Any rental agreement that contains a provision that violates Wis. Admin. Code § ATCP 134.08(6) is void and unenforceable. *See also* Wis. Stat. 704.44(6).

118. Defendants violated Wis. Admin. Code § ATCP 134.08(6) by including provisions in their the "Bed Bug and Roaches Addendum" that waive the landlord's liability for negligent acts or omissions related to insect infestations. Paragraph 5 of the addendum states "Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation." Paragraph 6 of the addendum states "it is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the residence as a result of an infestation of bed bugs." Both provisions are blanket waivers of liability

for the landlord that include waiving the landlord's liability for negligent acts or omissions.

119. Each violation of Wis. Admin. Code § ATCP 134.08(6) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

120. Each of Defendants' rental agreements that contains a provision that violates Wis. Admin. Code § ATCP 134.08(6) is void and unenforceable. *See also* Wis. Stat. § 704.44(6).

**Claim Three**
**Violations of Wis. Admin. Code § ATCP 134.08(8),**
**rental agreement provisions that waive the landlord's duty to maintain.**

121. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

122. Landlords are prohibited from including in rental agreements provisions that waive any statutory or other legal obligations on the part of the landlord to deliver the premises in a fit or habitable condition, or to maintain the premises during the tenant's tenancy. Wis. Admin. Code § ATCP 134.08(8); *see also* Wis. Stat. § 704.44(8).

123. Any rental agreement that contains a provision that violates Wis. Admin. Code § ATCP 134.08(8) is void and unenforceable. *See also* Wis. Stat. 704.44(8).

124. Wisconsin Stat. § 704.07 contains the landlord's non-waivable statutory duty to maintain a residential dwelling during the tenancy. *See* Wis. Stat. § 704.07(1).

125. Except repairs made necessary by the negligence or improper use by a tenant, the landlord has a statutory duty to repair and replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition unless repair can be made by the tenant at a cost that is minor in relation to the rent. Wis. Stat. § 704.07(2)(a)4, (3)(b).

126. Many of Defendants' apartments included appliances furnished with the premises like dishwashers, air conditioners, stoves, and refrigerators.

127. Defendants entered into rental agreements that violated Wis. Admin. Code § ATCP 134.08(8) by waiving the landlord's statutory duty under Wis. Stat. 704.07(2) to maintain the appliances furnished with the premises. Defendants' rental agreements included a provision stating "appliances are not included with your unit. If appliances are in your unit, your welcome to use them, however, Berrada Properties will not fix or replace them. We will remove them if requested. Other: we no longer supply/fix Central A/C units OR Dish Washers. If available in your unit your welcome to use – but if they break, we no longer will repair."

128. Defendants cannot negate their statutory duty to maintain appliances furnished with the apartment by falsely stating in the rental agreement that "appliances are not included with your unit."

129. Each violation of Wis. Admin. Code § ATCP 134.08(8) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

130. Each of Defendants' rental agreements that contains a provision that violates Wis. Admin. Code § ATCP 134.08(6) is void and unenforceable. *See also* Wis. Stat. § 704.44(6).

**Claim Four**
**Violations of Wis. Admin. Code § ATCP 134.06(2), failure to return security deposits.**

131. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

132. Defendants collect "security deposits" from tenants. *See* Wis. Admin Code § ATCP 134.02(11).

133. Pursuant to Wis. Admin Code § ATCP 134.06(2), when a tenant vacates the premises, the landlord shall, within 21 days, deliver or mail to the tenant the full amount of any security deposit paid by the tenant, less any amount that may be withheld under Wis. Admin Code § ATCP 134.06(3).

134. Defendants violated Wis. Admin Code § ATCP 134.06(2) by withholding security deposits for tenants' failure to give 30-day notice to vacate. Defendant's document titled "Security Deposit Transmittal" was delivered to tenants and stated: "Vacated Without Proper 30-Day Notice – Deposit Forfeited (WI Stat. 704.29)." Giving improper notice to vacate is not a permissible basis under statute or rule for landlords to withhold money from security deposits; Defendants do not have a nonstandard rental provision that authorizes deducting money for improper notice;

and the law does not allow tenants to negate or fail to credit security deposits because the tenant "vacated without proper 30-day notice."[6]

135. Each violation of Wis. Admin. Code § ATCP 134.06(2) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Five**
**Violations of Wis. Admin. Code § ATCP 134.06(3)(a), unauthorized security deposit deductions.**

136. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

137. A landlord may withhold from the security deposit only amounts reasonably necessary to pay for the following: (1) tenant damage to the premises, (2) unpaid rent, (3) unpaid utilities for which the landlord is liable, (4) unpaid municipal permit fees for which the landlord is liable, and (5) any other payment for a reason provided to the tenant in a separate written document entitled "NONSTANDARD RENTAL PROVSIONS" and which the landlord has specifically identified to the tenant. Wis. Admin Code § ATCP 134.06(3)(a); *see also* Wis. Stat. § 704.28(1)-(2).

138. Defendants' standard rental agreement does not contain any nonstandard rental provisions that authorize security deposit deductions in addition to those authorized by Wis. Admin Code § ATCP 134.06(3)(a) and Wis. Stat. § 704.28(1). (*See* Ex. 1.)

[6] The law only requires month-to-month tenants to give 28-days-notice to vacate. Wis. Stat. § 704.19(3).

139. Defendants violated Wis. Admin Code § ATCP 134.06(3)(a) by withholding late rent fees from tenants' security deposits. Late rent fees are not listed as an authorized deduction by Wis. Admin. Code § ATCP 134.06(3)(a) and Defendants' rental agreements with tenants did not have a nonstandard rental provision that authorized deducting late rent fees from tenants' security deposits.

140. Defendants violated Wis. Admin Code § ATCP 134.06(3)(a) by deducting a $50 fee from tenants' security deposits for nonsufficient funds transfers. Nonsufficient funds transfers are not listed as authorized deductions by Wis. Admin. Code § ATCP 134.06(3)(a) and Defendants' rental agreements with tenants did not have a nonstandard rental provision that authorized deducting nonsufficient funds transfer charges from security deposits.

141. Defendants violated Wis. Admin. Code § ATCP 134.06(3)(a) by deducting their standard $218 plus court fee for evictions from tenants' security deposits. Defendants' standard $218 plus court fee for evictions are not listed as authorized deductions by Wis. Admin. Code § ATCP 134.06(3)(a) and Defendants' rental agreements with tenants did not have a nonstandard rental provision that authorized deducting this charge.

142. Each violation of Wis. Admin. Code § ATCP 134.06(3)(a) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Six**
**Violations of Wis. Admin. Code § ATCP 134.06(3)(a), withholding more than is reasonably necessary from security deposits.**

143. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

144. It is a violation for a landlord to withhold more than the amount "reasonably necessary to pay" for a claim. Wis. Admin Code § ATCP 134.06(3)(a). Inflating or "padding" the amount of a security deposit deduction is prohibited.

145. The prohibition on landlords withholding more than what is "reasonably necessary to pay" for a claim mirrors contract law, which only allows for actual damages and prohibits penalties for breaches of the contract. *See e.g., United Leasing & Fin. Services, Inc. v. R.F. Optical, Inc.*, 103 Wis. 2d 488, 309 N.W.2d 23, 26 (Wis. App. 1981).

146. Defendants violated Wis. Admin Code § ATCP 134.06(3)(a) by withholding their standard $218 plus court fee for evictions from security deposits. In addition to being a nonauthorized security deposit deduction, Defendants standard eviction court fee is illegal as an inflated amount greater than what a Court can grant by law if the landlord is successful in an eviction action.

147. Defendants violated Wis. Admin Code § ATCP 134.06(3)(a) by withholding $100 in late rent fee for a tenant paying their rent ten days late. In addition to being a nonauthorized security deposit deduction, the $100 late rent fee is an illegal security deposit deduction because it exceeds the landlord's actual damages for the tenant paying their rent ten days late. The $100 late rent fee is not

a valid liquidation of damages provision because it is not a reasonable estimate of the landlord's actual damages for being without the rent payment for ten days.

148. Each violation of Wis. Admin. Code § ATCP 134.06(3)(a) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Seven**
**Violations of Wis. Admin. Code § ATCP 134.06(3)(c),**
**Security deposit deductions not allowed by law.**

149. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

150. Pursuant to Wis. Admin Code § ATCP 134.06(3)(c), a landlord is not permitted to withhold a security deposit for damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

151. Defendants violated Wis. Admin Code § ATCP 134.06(3)(c) by withholding their standard $218 plus court fee for evictions from security deposits. In addition to being a nonauthorized security deposit deduction and more than what is reasonably necessary, withholding Defendants' standard contract court fee is an illegal deduction because Wisconsin law does not allow residential landlords to include court fee and attorney fee provisions in rental agreements. Defendants charged tenants the $218 plus standard court fee charge pursuant to an illegal contract provision and therefore the security deposit deduction of that fee is not authorized by law.

152. Each violation of Wis. Admin. Code § ATCP 134.06(3)(c) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Eight**
**Violations of Wis. Admin. Code § ATCP 134.06(4)(a), failure to provide itemized statement of deductions.**

153. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

154. A landlord may not withhold any portion of a security deposit unless the landlord delivers or mails to the tenant a written statement accounting for all amounts withheld. Wis. Admin Code § ATCP 134.06(4)(a). The statement must describe each item of physical damages or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. *Id*.

155. Defendants violated Wis. Admin Code § ATCP 134.06(4)(a) by providing written statements for security deposit withholdings that did not describe each claim made against the security deposit and did not describe the amounts withheld as compensation for each claim.

156. Defendants keep a running balance of all charges against a tenant that include rent, late rent fees, court fees, sheriffs' fees, and nonsufficient funds transfer fees. BPM provided tenants with a written statement of accounting for all amounts withheld in a single entry described as "ENDING ACCOUNT BALANCE / RENT / LATE FEES." This entry listed an aggregated payment amount of the various

charges and fees the tenant allegedly owed. Defendants' statements did not itemize each claim made against a security deposit nor did the statements describe the amount withhold as reasonable compensation for each claim against the security deposit.

157. Each violation of Wis. Admin. Code § ATCP 134.06(4)(a) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Nine**
**Violations of Wis. Admin. Code § ATCP 134.09(2), unauthorized entry**

158. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

159. Pursuant to Wis. Admin Code § ATCP 134.09(2)(a), no landlord may enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective tenants. No landlord may enter a dwelling unit during tenancy except upon 12-hour advance notice and at reasonable times. *Id*.

160. The restrictions against the landlord's unauthorized entry do not apply if (1) the tenant, knowing the proposed time of entry, requests or consents in advance to the entry, (2) a health or safety emergency exists, or (3) the tenant is absent, and the landlord reasonably believes that entry is necessary to protect the premises from damage. Wis. Admin Code § ATCP 134.09(2)(b).

161. Defendants violated Wis. Admin Code § ATCP 134.09(2) by entering dwelling units without giving valid 12-hour advance notice, without tenant consent,

and for the purpose of making non-emergency alterations to the dwelling units that in some instances were not repairs.

162. Defendants further violated Wis. Admin Code § ATCP 134.09(2) by notifying tenants that entry would occur sometime over the course of several days or longer. Entry to a dwelling by Defendants at some unspecified time during a span of several days or longer is not valid advance notice. It is unreasonable for the landlord to insist that tenants be prepared for the landlord to enter at some unspecified day and time over such a broad time span.

163. Defendants also violated Wis. Admin Code § ATCP 134.09(2) by entering tenant dwelling units during the COVID-19 pandemic to make non-emergent renovations with "NO EXCEPTIONS" for elderly tenants or tenants with underlying conditions. This includes entering tenant dwellings for non-emergent repairs between March 24 and April 24, 2020, when the Safer at Home Order was in place forbidding landlords from entering dwellings to make non-emergent repairs. The unreasonableness of Defendants' entry into tenant dwellings was further shown by their agents not wearing masks as they forced their way into people's homes.

164. Each violation of Wis. Admin. Code § ATCP 134.09(2) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Ten**
**Violations of Wis. Admin. Code § ATCP 134.09(7), constructive eviction**

165. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

166. Landlords are prohibited from excluding, forcibly evicting, or constructively evicting a tenant from a dwelling unit, other than by an eviction procedure specified under Wis. Stat. Ch. 799. Wis. Admin. Code § ATCP 134.09(7).

167. Defendants violated Wis. Admin. Code § ATCP 134.09(7) by telling tenants in newly acquired apartments, or to be acquired apartments, that they must vacate the apartment prior to the expiration of their rental agreement. Defendants tell tenants verbally and/or in writing that the tenants have 30 days to vacate the apartment even though the tenants have valid rental agreements that give them a legal right to possess their apartments longer. *See* Wis. Stat. § 704.09(3).

168. Defendants also violated Wis. Admin. Code § ATCP 134.09(7) by the way they conduct renovation projects of newly acquired apartment buildings. Defendants employ a variety of tactics to push existing tenants in those apartments out of the buildings so they can more easily renovate the apartment buildings. These include blocking tenant access to dwellings, changing locks to doors, leaving hazards in walkways, creating unreasonable air and noise pollution, interrupting mail service, causing unreasonable temperatures in dwellings, taking away the tenants' individually assigned storage areas, and seizing tenant property.

169. Defendants violated Wis. Admin. Code § ATCP 134.09(7) by demanding that tenants in acquired apartments remove their belongings from storage areas or have their items thrown out. Tenants in these apartments have a contract right to maintain their belongings in the storage areas. If the tenant does not remove their

personal belongings, Defendants' agents throw away the tenants' personal belongings.

170. Each violation of Wis. Admin. Code § ATCP 134.09(7) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Eleven**
**Violations of Wis. Admin. Code § ATCP 134.09(4), confiscating personal property.**

171. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

172. Pursuant to Wis. Admin Code § ATCP 134.09(4), a landlord is prohibited from seizing or holding a tenant's property except as provided in Wis. Stats. §§ 704.05(5), 704.11, and 779.43, or unless there is express agreement between the parties.

173. Defendants violated Wis. Admin Code § ATCP 134.09(4) when they seized tenants' property during the tenancy and disposed of the property without permission or agreement from the tenant.

174. Each violation of Wis. Admin. Code § ATCP 134.09(4) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Twelve**
**Violations of Wis. Admin. Code § ATCP 134.09(8)(a), charging late rent fee not authorized by the rental agreement.**

175. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

176. Landlords are prohibited from charging tenants late rent fees unless the fee is specifically provided under the rental agreement. Wis. Admin. Code § ATCP 134.09(8)(a).

177. Defendants violated Wis. Admin. Code § ATCP 134.09(8)(a) by charging existing tenants of purchased apartments late rent fees that are not authorized by the tenant's rental agreement. This includes charging late rent fees when the tenant's rental agreement has no provision authorizing late rent fees and charging late rent fees for more than what's allowed for by transferred rental agreements.

178. When Defendants take over apartment buildings purchased by Berrada, they unilaterally impose their late rent fee on existing tenants and charge late rent fees accordingly, even though the transferred rental agreements do not authorize the late rent fees Berrada charges.

179. Defendants violated Wis. Admin. Code § ATCP 134.09(8)(a) by charging tenants who signed the version of the BPM standard rental agreement that only authorized a late rent fee of $50 per month if rent was "received after the 10th" of the month a $50 late rent fee in situations when rent was paid after the 5th of the month but before the 10th of the month.

180. Defendants violated Wis. Admin. Code § ATCP 134.09(8)(a) by charging tenants who signed the version of the BPM standard rental agreement that only authorized a late rent fee of $50 per month if rent was "received after the 10th" of the month a $50 in late rent fee when rent was not paid by the 5th of the month and a second $50 late rent fee if the rent had still not been paid by the 10th of that month.

181. Defendants violated Wis. Admin. Code § ATCP 134.09(8)(a) by charging tenants late rent fees when the rental agreement that authorizes those late rent fees is void and unenforceable by operation of Wis. Admin. Code § ATCP 134.08 and Wis. Stat. § 704.44.

182. Defendants violated Wis. Admin. Code § ATCP 134.09(8)(a) by charging tenants late rent fees when the rental agreement provision that authorizes those late rent fees is void as an illegal contract penalty. *See e.g., United Leasing & Fin. Services, Inc. v. R.F. Optical, Inc.*, 103 Wis. 2d 488, 309 N.W.2d 23, 26 (Wis. App. 1981).

183. Each violation of Wis. Admin. Code § ATCP 134.09(8)(a) is actionable under Wis. Stats. §§ 100.20(6) and 100.26(6) and is subject to a forfeiture of not less than $100 nor more than $10,000.

**Claim Thirteen**
**Violations of Wis. Stat. § 100.18, fraudulent representations**

184. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

185. Wisconsin Stat. § 100.18(1) prohibits individuals and entities from making statements, representations, or assertions of fact which are untrue,

deceptive, or misleading to induce the public to enter any obligation relating to the use or lease of any real estate.

186. Defendants violated Wis. Stat. § 100.18(1) by telling tenants before and after the date Defendants take over a new building that Defendants had purchased the buildings and that the tenant had 30 days to vacate their apartment even if they had a valid rental agreement for a longer period.

187. This representation was false because Defendants had not yet purchased the apartment buildings or taken over management and, even if they had, provisions of a lease are enforceable against a successor in interest of any party to a lease. *See* Wis. Stat. § 704.09(3).

188. Defendants made this false representation to tenants with the intent of inducing the tenant to enter an obligation to leave their dwelling despite having a contract right to possess the dwelling longer than Defendants want them to stay in the dwelling. Defendants wanted tenants to leave the dwelling so it would be easier for Defendants to renovate the apartment buildings.

189. Each false, deceptive, or misleading statement or representation constitutes a separate violation, each of which carries a forfeiture of not less than $50.00 nor more than $200. Wis. Stat. § 100.26(4).

**Claim Fourteen**
**Violations of Wis. Stat. § 100.195, unfair billing.**

190. The State realleges all preceding paragraphs of the Complaint and incorporates them herein.

191. Defendants are "sellers" within the meaning of Wis. Stat. § 100.195(1)(f).

192. Defendants' apartments are consumer goods and services within the meaning of Wis. Stat. § 100.195(1)(c).

193. Sellers are prohibited from billing a consumer for goods and services that the consumer has not agreed to purchase. Wis. Stat. § 100.195(2)(a).

194. Sellers are prohibited from billing consumers for goods and services at a price higher than a price previously agreed. Wis. Stat. § 100.195(2)(b).

195. Sellers are prohibited from billing consumers for goods or services that the seller initiates under an agreement that is no longer in effect. Wis. Stat. § 100.195(2)(c).

196. "Bill" means to represent to a consumer, directly or by implication, that they are obligated to pay a stated amount for goods and services. Wis. Stat. § 100.195(1)(a).

197. Defendants violated Wis. Stat. § 100.195(2)(a) and (b) by billing tenants late rent fees that were not authorized by the tenant's rental agreement or were more than the amount authorized by the rental agreement.

198. Defendants violated Wis. Stat. § 100.195(2)(c) by billing consumers for late rent fees pursuant to rental agreements that were void and unenforceable for having prohibited rental provisions by operation of Wis. Admin. Code § ATCP 134.08 and Wis. Stat. § 704.44.

199. Defendants violated Wis. Stat. § 100.195(2)(c) by billing tenants late rent fees that that constitute an illegal contract penalty.

200. Defendants violated Wis. Stat. § 100.195(2)(c) by illegally billing tenants for eviction costs and attorney fees for an eviction action without a court order awarding the costs and attorney fees.

201. Each violation of Wis. Stat. § 100.195 is subject to a forfeiture of not less than $100 nor more than $10,000. Wis. Stat. § 100.195(5m)(d).

**RELIEF REQUESTED**

The State of Wisconsin demands judgment against Defendants as follows:

a. Ordering Defendants to pay restitution to affected consumers suffering pecuniary loss because of their violations, pursuant to Wis. Stats. §§ 100.18(11), 100.195(5m)(c), and 100.20(6).

b. Imposing forfeitures of not less than $50 nor more than $200 for each violation of Wis. Stat. § 100.18, plus all applicable penalty assessments and surcharges, pursuant to Wis. Stat. §100.26(4).

c. Imposing forfeitures of not less than $100 nor more than $10,000 for each violation of Wis. Stat. § 100.195, plus all applicable penalty assessments and surcharges, pursuant to Wis. Stat. § 100.195(5m)(d).

d. Imposing forfeitures of not less than $100 nor more than $10,000 for each violation of Wis. Admin. Code Ch. ATCP 134, plus all applicable penalty assessments and surcharges, pursuant to Wis. Stat. § 100.26(6).

e. Imposing supplemental forfeitures not to exceed $10,000 for each violation of Wis. Stats. §§ 100.18, 100.195, and Wis. Admin. Code Ch. ATCP 134 perpetrated against an elderly or disabled person, pursuant to Wis. Stat. §100.264(2).

f. Enjoining Defendants from further violations of Wisconsin law pursuant to Wis. Stats. §§ 100.18(11), 100.195(5m)(c), and 100.20(6).

g. Awarding the State of Wisconsin the expenses of investigation and prosecution, including attorney fees, relating to enforcement of Defendants' violations, pursuant to Wis. Stats. §§ 93.20, 100.263, and 814.04.

h. Providing any other relief as justice and equity may require.

Plaintiff demands a trial by jury.

Dated November 15, 2021.

Respectfully submitted,

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