

November 15, 2007

City Clerk  
City of Milwaukee  
City Hall  
Milwaukee, WI 53202

Dear Sir:

In July of 2006, I entered into a lease agreement with three UWM students for an apartment at 2946 North Maryland Avenue, Milwaukee. I permitted the three tenants to add a fourth tenant as long as she was related to one of the other three.

The lease entered into on July 1, 2006 was for 12 months until June 30, 2007. The rent was \$1,600 a month with a total due of \$19,200 for the 12 months. In December of 2006 the Department of Neighborhood Services evicted these tenants based upon their order to cancel the occupancy permit of this unit. I appealed this cancellation of the occupancy permit on December 21, 2006 to the Board of Zoning Appeals of the City of Milwaukee.

Even though I appealed this order, the students were evicted by the city and they refused to pay the remaining rent and utilities for that unit. I presented to the Board of Appeals a ruling by Judge Michael J. Dwyer that prohibited the Department of Neighborhood Services from revoking an occupancy permit based on a zoning violation. The Board of Appeals subsequently dismissed the city order and returned the \$250 fee to me.

I was unsuccessful in obtaining the rent owed me on the remaining months of the lease and I was fined double the deposits even though I had communicated with the tenants that their deposit would be used toward the remaining rental obligation. Judge Mel Flanagan in her decision explained that if the tenants received an eviction notice from the city, they would be expected to leave their apartment and seek residence elsewhere.

I have lost thousands of dollars because of the illegal orders presented by the Department of Neighborhood Services. I am therefore demanding reimbursement for my losses from the City of Milwaukee.

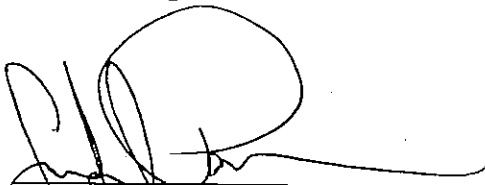
CITY OF MILWAUKEE  
07 NOV 15 PM 12:07  
COMMUNITY DEVELOPMENT  
CITY CLERK

CITY OF MILWAUKEE  
NOV 16 PM 3:31  
CITY ATTORNEY

Page 2

The losses included: RENT (JANUARY – JUNE)	\$8,000
ATTORNEYS' FEES	\$6,626
FINES/DEPOSIT JUDGEMENT	\$6,334
INTEREST	\$3,060
UTILITIES	\$ 853
TOTAL	<u>\$24,873</u>

Obviously, this total will increase upon the need for additional interest and attorney fees. I am researching the legality of doubling the losses due to the illegal actions of the D.N.S. That too might add to this total.



Sanford Parsons  
2857 North Shepard Avenue  
Milwaukee, WI 53211  
414-961-0559

Enclosures

11/16/07

Tarena M. Love

ETP 4-13-08



# RENTAL AGREEMENT

1 This agreement was drafted by Garland Jarsuo who represents (Landlord) (Tenant)  
2 (individual) (firm) (strike one)

3 This Agreement for the premises identified below is entered by and between the Landlord and Tenant (referred to in the singular, whether one  
4 or more) on the following terms and conditions (strike items not applicable or which have been otherwise agreed by the parties):

5 **TENANT:** (3 adults and \_\_\_\_\_ children) **LANDLORD:** Garland Jarsuo

6 Amanda Kelly 920-254-6569 Agent for service of process 2857 N Shepard  
7 ~~Isa D...~~ Jessica Barber 608-578-3122 (name) (address)

8 Jessica Barber 608-578-3122 (name) (address)  
9 **PREMISES:** Building Address Aleda Patti 608-576-9788 (address)

10 2946 N Maryland Ave (city, village, town) (state) (zip)  
11 Mil WI 53211 (street) (state) (zip)

12 Upper (city, village, town) (state) (zip)  
13 :Apartment/room/unit  
14 :Other  
15 :Included furnishings/appliances: refrigerator, range, oven  
16 other (list or attach addendum)

17 :Apartment/room/unit  
18 :Other  
19 :Included furnishings/appliances: refrigerator, range, oven  
20 other (list or attach addendum)

21 :Included furnishings/appliances: refrigerator, range, oven  
22 other (list or attach addendum)

23 :Included furnishings/appliances: refrigerator, range, oven  
24 other (list or attach addendum)

25 **RENT:** Rent of \$ 2000 <sup>SP</sup> for Premises and  
26 \$ \_\_\_\_\_ for other (specify \_\_\_\_\_)  
27 is due on the 1<sup>st</sup> day of each month and is payable at  
28 2857 N Shepard Ave

29 If rent is received or postmarked after \_\_\_\_\_  
30 the Tenant shall pay a late fee of \$ \_\_\_\_\_

31 Charges incurred by Landlord for Tenant's returned checks are  
32 payable by Tenant. Landlord shall provide a receipt for cash  
33 payments of rent. **All tenants, if more than one, are jointly and  
34 severally liable for the full amount of any payments due  
35 under this Agreement unless this sentence is stricken.**

36 Acceptance of a delinquent payment does not constitute a  
37 waiver of that default or any other default under this Agreement.

38 Other Landlord or Tenant obligations: show  
39 snow & lawn responsibilities

40 Other Landlord or Tenant obligations: show  
41 snow & lawn responsibilities

42 **SECURITY DEPOSIT:** Upon execution of this Agreement, Tenant shall pay a security deposit in the amount of \$ 2000 to be  
43 held by landlord. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's  
44 last known address within 21 days as required by law after Tenant surrenders the Premises. If any portion of the deposit is withheld,  
45 Landlord will provide an accompanying itemized statement describing any damage with the cost or estimated cost of repair or replacement  
46 and accounting for any amount legally withheld. The reasonable cost of repair for waste, neglect or damages for which Tenant is  
47 responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has seven days from the beginning of  
48 the term of the Agreement to notify Landlord of any additional damage or defect existing prior to the Tenant's occupancy or request in  
49 writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit and no deduction from the security  
50 deposit shall be made for any such damage or defect of which written notification is given within the time stated. Tenant may not use the  
51 security deposit as payment of the last month's rent without the written permission of Landlord.

52 **DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT:** Tenant is hereby notified that Tenant may do any of the following  
53 within seven (7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damage or defect of this Agreement;  
54 list of physical damages or defects charged against the security deposit.

55 **NOTE: SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.**

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## GUARANTEE

In consideration of Landlord's agreement to lease the Premises, the undersigned guarantee(s) payment of all amounts due under this the Agreement and performance of all covenants of Tenant. This Guarantee is irrevocable and is not affected by modification or extension of this agreement.

signature \_\_\_\_\_ (date) \_\_\_\_\_

(print name) \_\_\_\_\_ (address) \_\_\_\_\_

signature \_\_\_\_\_ (date) \_\_\_\_\_

(print name) \_\_\_\_\_ (address) \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement.

LANDLORD/AGENT

Garland Jarsuo 6/26/06 (name) (date)

TENANT

Jessica Barber 7/10/06 (name) (date)

Amanda Kelly 7/10/06 (name) (date)

Aleda Patti 7/10/06 (name) (date)





BOARD OF ZONING APPEALS - CITY OF MILWAUKEE
NOTICE OF APPEAL AND APPLICATION FOR REVIEW

Address of Property Affected

2944-46 N Maryland

Petitioner Info:

Petitioner Name: (must have legal interest in land)

Sanford Parsons
Rheda Parsons

Mailing Address:

2850 N Shepard
Mil WI 53211

City/State:

Zip Code:

Phone:

Fax:

(414) 559-0559
(414) 961-0559

Contact Info: Name of person to contact with any questions:

Same

Mailing Address:

City/State:

Zip Code:

Phone:

Fax:

Relationship to Petitioner

e.g. Architect, Attorney, Contractor, etc.

Property Information:

Present Use of Property

Rental

Proposed Use of Property

"

Total Anticipated Investment in Property\*

\$ 375,000

\* REQUIRED - Please fill-in the estimated dollar amount necessary to complete the proposed project or implement the proposed use.

Do you: Own the property

Lease the property, If so what is term of lease: yrs. w/ options?

Have an offer to purchase the property

Have another type of interest in the property

Petitioner's Signature:

[Handwritten Signature]

Date: 12/21/06

2944 N MARYLAND AV
Dec/21/2006/02:36 PM
1-0033078/rdoney/#250.00

For Staff Use Only:

Previous BOZA history at this site:

YES NO

Lot Area:

If yes what was last Case No.

Zoning:

Hearing date:

Quarter Section:

Is the use of the property changing:

YES NO

Aldermanic Dist.:

Is this a new operator:

YES NO

Validation for \$250 Fee Must Appear Here Type 0209

Note:

Depending upon you application, you may be required to pay additional fees prior to your hearing. For a complete list of fees, please refer to § 200-33-65 Milw. Codes. This application will not be accepted for review unless the validation block indicates that the FEE has been paid. ALL FEES ARE NON-REFUNDABLE. Please make checks payable to: "City of Milwaukee - Treasurer".

WHITE - BOZA

YELLOW - PETITIONER



CITY OF MILWAUKEE  
MILWAUKEE, WI 53202  
VOID IF NOT CASHED WITHIN 6 MONTHS

CIMIL

WELLS FARGO BANK WISCONSIN

01213542

MILWAUKEE, WI  
79-1198/759

Date: 08/22/2007

Pay Amount: \$250.00\*\*\*

Pay \*\*\*\*\*TWO HUNDRED FIFTY AND XX / 100 DOLLAR\*\*\*\*\*

To The  
Order Of

SANFORD & RHONDA PARSONS  
2857 N SHEPARD AV  
MILWAUKEE, WI 53211-3433

*Wayne F. Whitlow* TREASURER  
*D. J. ...* COMPTROLLER

⑈01213542⑈ ⑆075911988⑆ 0040004557⑈

City of Milwaukee

Check Date: 08/22/2007			Check No. 01213542		
Invoice Number	Invoice Date	Voucher ID	Paid Amount		
1-0033078 REFUND-BOZA - 2944 N MARYLAND AV	Aug/13/2007	00773535	250.00		
Vendor Number	Vendor Name	Check Number	Date	Total Amount	Total Paid Amount
0001048956	SANFORD & RHONDA PARSONS	01213542	Aug/22/2007	\$250.00	\$250.00

RE



Board of Zoning Appeals

October 2, 2007

## NOTICE OF DISMISSAL

Sanford & Rhonda Parsons  
2857 N. Shepard  
Milwaukee, WI 53211

RE: 2944 N. Maryland Av.  
A/K/A 2946 N. Maryland Av.  
Sanford & Rhonda Parsons, petitioner

Dear Sanford & Rhonda Parsons:

The request for a Appeal of an Order to appeal an order issued by the Department of Neighborhood Services determining that there is an illegal occupancy and use of the premises as a rooming house (revocation proceeding) at the above referenced address has been scheduled to be dismissed by the Board.

On THURSDAY, OCTOBER 11, 2007, at 4:30 p.m., or soon thereafter in the City Hall, 200 East Wells Street, Third Floor, Common Council Committee Rooms, Room 301-B, the Board of Zoning Appeals will meet in Administrative Review session to consider dismissing the case regarding the above referenced premises.

This means that the Board will not be taking any oral testimony from any party. Only the Board members will be discussing this item. During deliberations in Administrative Review, the Board will not listen to any new testimony; therefore you are not required to attend this session -- although the meeting is open to the public.

This application has been scheduled to be dismissed. If you object to the dismissal of this application, please inform the Board office immediately. If you have any questions or need more information regarding this matter, please feel free to contact the Board office at 286-2501.

BOARD OF ZONING APPEALS  
Clifton W. Crump  
Board Secretary

C: Ald. Michael D'Amato, Dist. 3

NOTE:

\* Limited parking for persons attending meetings in City Hall is available at reduced rates (3 hour limit) at the Milwaukee Center, southwest corner, E. Kilbourn and N. Water Street. Parking tickets must be validated in Room 205, City Hall (City Clerk's Office).

\* Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. To request this service, contact the Department of City Development, 809 N. Broadway, Milwaukee, WI 53202, telephone 286-5939.

Chairman  
Craig H. Zetley

Vice Chairman  
Scott R. Winkler

Members  
Henry P. Szymanski  
Catherine M. Doyle  
Donald Jackson

Alternates  
Georgia M. Cameron  
Leni M. Siker

Secretary  
Clifton W. Crump

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH 16

MILWAUKEE COUNTY

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MIRIAM AND MORDECHAI PORUSH,

Plaintiffs,

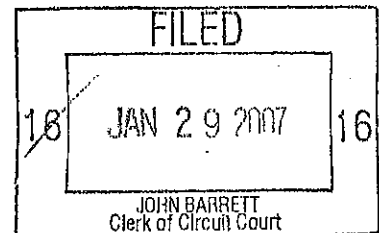
Case No: 06-CV-002153

vs.

CITY OF MILWAUKEE  
DEPARTMENT OF NEIGHBORHOOD SERVICES

CITY OF MILWAUKEE  
BOARD OF ZONING APPEALS,

Defendants.



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**DECISION AND ORDER**

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This case comes before the court on the petition of Miriam and Mordechai Porush to review a decision of the Board of Zoning Appeals ("BOZA") sustaining a Notice of Violation issued by the City of Milwaukee Department of Neighborhood Services ("DNS") which revoked their occupancy permit.

The Board's decision to uphold the revocation order is contrary to law because the Municipal Ordinance where the DNS found its revocation authority does not apply to the Porush's.

**BACKGROUND**

The Porush's own a duplex at 3285-387 North Shepard Avenue. The Porush family resides on the first level of the duplex and rents the second and third floor of the property. After tenant and neighbor complaints that the Porush's were violating zoning regulations the DNS investigated the rental arrangement at the property. The DNS found



the Porush's in violation of zoning ordinances. On November 18, 2005, the DNS issued a Notice of Violation to the Porush's claiming that they were illegally using both the second and third floors in violation of Municipal Ordinance Section 295-303 and that they were operating a rooming house in violation of Section 295-503-1. As a penalty for the violations, the Order revoked the Porush's occupancy permit. The DNS cited Section 200-31-1 as providing DNS with the authority to revoke the occupancy permit. The DNS served the Porush's with this Order by posting a copy of the Order on the premises, mailing a copy of the Order to the Porush's last known address, and by delivering a copy of the Order to one of the tenant's residing at the property.

The Porush's appealed the revocation order to BOZA. The Porush's argued the factual findings regarding the rental arrangement at the property were erroneous and that Section 200-31-1 was not the enforcement mechanism to revoke the occupancy permit when construction at the property was completed. BOZA disagreed with the Porush's and upheld the revocation order.

The Porush's have now filed a petition which brings this case before me for *certiorari* review.

### *Analysis*

#### *1. Standard of Review*

The case comes to the court for a *certiorari* review. The circuit court's role in reviewing the Board's decision is limited to: (1) whether the Board acted within its jurisdiction; (2) whether the Board acted according to the correct theory of law; (3) whether the Board's action was arbitrary, oppressive or unreasonable; and (4) whether

the Board might have reasonably made the order or finding that it made based on the evidence. *Smart v. Dane County Bd. Of Adjustments*, 177 Wis.2d 445, 452 (1993).

There is a presumption that the board acted according to law. *Peace Lutheran Church and Academy v. Village of Sussex*, 2001 WI App 139, ¶ 11. The requirement that the board act according to law includes the requirement that the board follow applicable statutes and adhere to due process and fair play. *State v. Goulette*, 65 Wis.2d 207, 215, (1974).

The Porush's most compelling argument is that the Board acted contrary to law when it upheld the revocation order because Section 200-31-1 is the improper mechanism to revoke an occupancy permit in this circumstance. Because this court finds that Section 200-31-1 is not the enforcement mechanism to revoke an occupancy permit in this situation, the Porush's additional arguments will not be addressed.

2. *Section 200-31-1 is not the enforcement mechanism by which the DNS may revoke the Porush's occupancy permit.*

The Building and Zoning Code (the "Code") for the city of Milwaukee is found in Volume 2 of the Municipal Ordinances. One purpose of the Code is to regulate the occupancy and use of buildings in the city of Milwaukee. MCO § 200-002. The administration and enforcement provisions found in the Code are divided into eight subchapters in chapter 200. The Code created the DNS and vested it with the authority to carry out the provisions of the Code. MCO §200-01.

Whether Section 200-31-1 grants the DNS the authority to revoke a certificate of occupancy when zoning violations are alleged requires the court to engage in statutory interpretation. Statutory interpretation begins with the plain language of the statute.

*Alberte v. Anew Health Care Servs., Inc.*, 2000 WI 7, ¶ 10. However, the statute is not examined in isolation, but in the context in which it is used to avoid absurd or unreasonable results. *State ex rel. Kalal v. Circuit Court for Dane County*, 2004 WI 58, ¶ 46. Moreover, the court must attempt to give effect to every word of a statute so no word is rendered superfluous. *Landis v. Physicians Ins. Co. of Wis.*, 2001 WI 86, ¶¶ 14-16.

Section 200-31-1 is contained in chapter 200, subchapter four. Subchapter four, entitled “permits”, deals exclusively with the permits required when construction is occurring at a property. Section 200-31-1 provides an enforcement mechanism by which the DNS is able to regulate permit holders who are not in compliance with the Code.

Specifically, Section 200-31-1 states:

AUTHORITY. The commissioner may revoke any permit, certificate of occupancy or approval issued under this code and may stop construction or use of approved new materials, equipment, methods of construction, devices or appliances for any of the following reasons:

- a. A violation of this code, or of any other ordinance, law or lawful orders or Wisconsin statute relating to the same subject matter.
- b. Whenever the continuance of any construction becomes dangerous to life or property.
- c. Any violation of any condition or provision of the application for permit or of the permit.
- d. Whenever in the opinion of the commissioner the person having charge of the construction is incompetent.
- e. Whenever any false statement or misrepresentation has been made in the application for permit, plans (drawings), data, specifications and certified lot or plot plan on which the issuance of the permit or approval was based.
- f. A violation of any of the conditions of an approval given by the commissioner of city development for the use of any new materials, equipment, methods of construction, devices or appliance.

The DNS argues this section is the proper enforcement mechanism for revoking an occupancy permit when a permit holder violates a zoning ordinance, even though the

subsection in which Section 200-31-1 is contained, deals exclusively with construction related permits. The DNS basis its authority on the opening paragraph of Section 200-31-1 which grants the commissioner the authority to “revoke any permit, certificate of occupancy or approval issued under *this code* ...” based on “[a] violation of *this code* ...” MCO § 200-31-1(a) (emphasis added). The phrase “this code” encompasses the entire Code. MCO § 200-001. However, this reading renders the statutory provision immediately following Section 200-31-1 superfluous. Section 200-31-2 establishes the notification procedures the DNS must follow when revoking a certificate of occupancy.

Section 200-31-2(a) provides:

The notice revoking a permit, certificate of occupancy or approval shall be in writing and shall be served upon the applicant for the permit, owner of the premises and the owner’s agent, if any, and on the person having charge of construction.

MCO § 200-31-2(a)(emphasis added). This section mandates service upon the person in charge of construction before the occupancy permit may be revoked. Here, the property was constructed and the occupancy permit was issued in approximately 1909. It would be impossible to serve the person in charge of construction with the revocation of occupancy order. Furthermore, even if additional construction occurred at the property throughout the life of the property, no construction was occurring at the property at the time the revocation order was issued. Service upon the person in charge of construction is mandatory when the DNS revokes an occupancy permit pursuant to Section 200-31-1. If this court accepts the city’s interpretation, absurd results would be created when construction is not occurring at the property. The DNS would be required to track down and serve the last known person in charge of construction. The only reasonable

construction of Section 200-31-1 is that it applies only when construction is occurring on the property.

This court does not challenge the DNS's right to revoke an occupancy permit in situations where construction is not involved. However, the enforcement mechanism is not Section 200-31-1. The DNS acted contrary to law when it provided the wrong enforcement mechanism to revoke the Porush's occupancy permit and the Board erred when it upheld the decision of the DNS.

#### CONCLUSION

THEREFORE, IT IS HEREBY ORDERED that the decision of the Board of Zoning and Appeals is reversed.

Dated this \_\_\_\_\_ day of **JAN 29 2007**, 2007 at Milwaukee,  
Wisconsin.

BY THE COURT:

MICHAEL J. DWYER  
BR. #16

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MICHAEL J. DWYER  
CIRCUIT COURT JUDGE

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t (414) 224-2017 or e-mail at  
 snfinel.com



The Popcorn Wagon, serving generations of snackers on Milwaukee's east side, is prepared Thursday for storage and, eventually, a new home. The landmark at N. Downer Ave. and E. Bellevue Place is being moved out of the way of construction of a parking garage and retail building. A new location has not been determined.

BENNY SIEU / BSIEU@JOURNALSENTINEL.COM

# Small schools under microscope

Subject-specific licensing,  
 charter schools' success  
 raise questions for MPS

By ALAN J. BORSUK  
 aborsuk@journal sentinel.com

Do you need a license to teach the specific subjects you are teaching to be a quality teacher? How about if you have good rapport with your students, fit in well with the teaching team and throw yourself into helping kids learn?

As Milwaukee Public Schools Superintendent William Andrekopoulos put it, moments after four hours of discus-

sion ended at a School Board committee meeting this week, "What really defines a quality teacher?"

The issues before the committee were some of the most central to MPS today: What is being accomplished by opening more than two dozen small high schools in MPS? How about the 42 charter schools now within the MPS system, compared with one a decade ago? Is this making school a more successful experience for many kids, or is quality slipping?

The welter of questions brought strong testimony and debate, ending in recommendations by board members to have independent studies conducted next year of the small schools

and charter schools and to, in effect, try harder to put more teachers with credentials in the subjects they teach in front of students in innovative schools.

The differences of opinion over what defines a quality teacher provided insight into the debate in education circles nationwide, and certainly in Milwaukee, over how to reach high school kids.

Many of the small high schools provide unconventional styles of learning — learning focused around broad projects rather than traditional classroom instruction, for example. Teachers

Please see **SCHOOLS, 5B**

*"Professional is serious are we about moving student achievement forward in this district?"*  
 Dennis Gulahan,  
 president of the Milwaukee Teachers' Education Association

*"What happens then? Another successful school closes because you're handicapping us?"*  
 David Coyle,  
 teacher in charge at the Milwaukee Learning Laboratory and Institute

# 4 UWM students win countersuit against landlord

By MARIE ROHDE  
 mrohde@journal sentinel.com

Four University of Wisconsin-Milwaukee students turned heads in the Milwaukee County Courthouse this week by acting as their own lawyers in a lawsuit brought against them by their former landlord.

They turned a few more heads when they won. The legal novices countersued

They act as own counsel, get double their deposit

and won double their security deposit back after convincing Circuit Judge Mel Flanagan that they had been misled by their landlord, who had evicted them in the middle of the last school year.

Their keys to success? A little help from the city, a lot of help from the university and, just for good measure, a heaping helping of an-

ger.

"It took a lot of work," said Jessica Barber, one of the roommates. "We had 10 or 15 appointments with the (university's) legal clinic. We learned that you have to be persistent and you have to fight for your rights."

According to court records and interviews with the students:

The saga began in the summer of 2006. Alecka Patt, a social welfare major from the Wisconsin Dells area, planned on rooming with Barber, also from the Dells area, a criminal justice major. They decided to find a third roommate to share expenses on a larger, nicer place. That's how they found Amanda Ploetz, now a junior ma-

Please see **STUDENTS, 5B**

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An Amish man works the fields this week along Highway D near Cashion, in Monroe County.



JEFFREY PHELPS / JPHELPS@JOURNALSENTINEL.COM

## From page 1 STUDENTS

# Four win suit against their ex-landlord

joining in business.

Ploetz, of Sheboygan, found a five-bedroom flat a block from campus. The rent was steep — \$2,000 a month — so they found a fourth roommate, Kelly Collins of Green Bay, now a junior. Although landlord Sanford Parsons at first said five renters would be fine, he told them later to limit the number to four students, and he agreed to drop the rent to \$1,600 a month, Patt said.

The roommates testified that Parsons didn't tell them city ordinances banned more than three unrelated people from sharing a flat. He also didn't mention that the city had ticked him more than a half-dozen times for violating that ordinance.

Patt said she and her roommates also felt a little uneasy about a clause

in the lease that said they couldn't let anyone into the apartment without the landlord's permission, but between work and classes they didn't plan on entertaining much.

In September 2006, city building inspectors demanded to be let into the apartment. The girls, citing their lease agreement, refused. The inspectors came so often that Patt said she and the others just didn't answer the door.

Then one day, an undercover Milwaukee police officer confronted Patt on her front porch. The ruse began to unravel: The girls learned about the three-roommate rule. They also discovered that their landlord had a history of tickets from the city. It was November by this time, Patt said, and "we decided to meet with the landlord. We needed to work it out."

Collins agreed to move out, but the remaining three couldn't afford the rent. They asked Parsons to reduce it.

"He said he wouldn't do that unless we wrote a letter saying we were cousins," Patt said. "We told him we wouldn't do that. Then he said we should write a letter saying we had misled him into thinking we were cousins, and we refused."

The three went to the city's Department of Neighborhood Services

and learned that they could deposit their rent for December with the city. Patt and Barber found another apartment and moved mid-month. Ploetz stayed for the remainder of the month but was then evicted. Parsons then claimed their deposited rent money.

All three wrote letters demanding a return of their security deposits.

**Patt, Barber and Ploetz banded together and went to the university's free legal clinic for advice.**

Parsons suggested they find someone to sublet the place.

When Parsons served Patt and Barber with notice that he was suing them for about \$4,000 each, they got angry.

Patt, Barber and Ploetz banded together and went to the university's free legal clinic for advice.

"That helped us get organized, and we were told that if we worked with the city, the city might work with us," Patt said. "The city was very helpful."

The roommates, acting as their

own lawyers, countersued.

They demanded return of their security deposit. They subpoenaed a city building inspector who testified to Parsons' history of similar violations. They cross-examined Parsons.

"My absolute favorite question was when I asked him to read the clause in the lease about not letting people into the apartment and then asked him why that was there," Patt said. "He said he didn't want the people from the city going in when he wasn't there."

Parsons did not return a reporter's calls. He had contended during the trial that he was misled by the girls, who he said claimed to be cousins. Ronald Roberts, a code enforcement supervisor for the city, testified that the city investigated and found no basis for Parsons' claim.

At the trial this week, Flanagan ordered Parsons to pay the women \$4,000 — double the security deposit.

Roberts, the code enforcement supervisor, said students who knowingly cram too many roommates into a flat can be fined up to \$324 and be evicted with three days' notice. An ordinance adopted recently to penalize landlords for renting to more than three non-related renters now carries a \$2,500 fine.

"This case was the impetus behind the new ordinance," Roberts said.

Law permits teachers who are licensed in any area—even elementary school—to get "charter school" licenses that allow them to teach any sub-

David Coyle, teacher in charge at the Milwaukee Learning Laboratory and In-

its licensing policies. But in the eyes of leaders of Milwaukee's teachers union and some School Board mem-

teachers licensed in a core high school subject. "We do believe that the standards start with the

sure" when it comes to teaching quality. Falk also said the dozens of teachers, students and par-