



April 25, 2024

City of La Crosse Human Rights Commission
400 La Crosse Street
La Crosse, WI 54601

Complaint: Hannah Eitland* **emailed and sent via USPS certified mail*
134 S 10th Street
La Crosse, WI 54601

Responder: Heather Johnson
Reliant Real Estate Services
720 Cass Street
La Crosse, WI 54601

This letter and associated attachments summarize the ESA approval process associated with the premises at 134 S. 10th Street, La Crosse, WI 54601.

Hannah Eitland was not denied approval of her emotional support animal. Hannah's roommates refuse to sign the ESA Agreement that summarizes the household's accountability for the wellbeing of the animal and the understanding that the household's security deposit bears the weight of any charges associated with returning the unit to a no-pet environment. Examples of these charges can include additional round(s) of carpet cleaning, deodorizing, and HVAC duct cleaning for animal dander.

Summary of Attachments

- 1A. Email of a 5 Day Notice to Correct for an unauthorized cat at a no-pet property.
- 1B. Copy of the 5 Day Notice to Correct.
2. Email received from roommates in response to the 5 Day Notice to Correct.
3. Email response to household explaining the ESA approval requirements.
4. Email received from Hannah apologizing and asking to make alternate arrangements.
5. Email response to Hannah requesting letter from her primary health care provider (PHCP).
6. Email to Hannah stating that the letter was received and notice of ESA Agreement to come.
7. Copy of ESA Agreement that was emailed to each member of the household for signature.
8. Email from roommates stating they are being threatened by Hannah and do not agree to sign.

We collect one payment from the household for the security deposit. When a security deposit refund is issued, a single check is payable to all individuals listed on the lease agreement. We approach the tenants as a household and account for their actions as a household. From our position, all members of a household have the right to accept or deny the introduction of an animal into the unit for which they are financially responsible.

Thank you for your consideration of my response.

Sincerely,

A handwritten signature in black ink that reads 'Heather Johnson'.

Heather Johnson
Property Manager
heather@reliantres.com
(608) 782-4100 ext. 102

P (608)782.4100 A 720 Cass Street • La Crosse, WI 54601 W www.reliantres.com

Where Excellence Is Essential

ReliantRES: 5 Days to Correct

Heather Johnson <heather@reliantres.com>

Wed 2024-03-13 10:52 AM

To: emmagarrettson03@gmail.com <emmagarrettson03@gmail.com>; maysalang2@gmail.com <maysalang2@gmail.com>;
erin.a.beacom@gmail.com <erin.a.beacom@gmail.com>; hanseit239@gmail.com <hanseit239@gmail.com>

📎 1 attachments (516 KB)

5 Days to Correct - unauthorized cat.pdf;

Emma, Maysa, Erin, and Hannah:

Attached is your 5-Day Notice to Correct.

You have until March 18th to meet the requirements outlined in the notice.

A copy of the notice has also been mailed to your residence.

Heather Johnson
Property Manager



720 Cass Street
La Crosse, WI 54601
www.reliantres.com

Direct: (608) 782-4100 ext. 102
Email: heather@reliantres.com

#1B

**FIVE DAY NOTICE
TO REMEDY DEFAULT OR VACATE PREMISES**

1 To: Emma Garrettson, Maysa Lang, Erin Beacom, Hannah Eitland

2 _____ (list tenant names)

3 (hereinafter "Tenant"):

4 Landlord hereby gives Tenant this Notice with respect to the Premises at 134 S 10th Street, La Crosse, WI

5 54601 (state address

6 and apartment/unit number)(hereinafter "Premises"):

7 You must vacate the Premises and remove all of your property (including property of your guests, invitees,
8 etc.) from the Premises within five (5) days after the giving of this Notice, unless you remedy the following
9 defaults by taking the following actions within five (5) days after the giving of this notice:

10 CHECK AND COMPLETE AS APPLICABLE

11 ☐ Pay the unpaid rent in the amount of \$ _____, which was due on _____, _____.

12 ☐ Pay the unpaid rent in the amount of \$ _____, which was due on _____, _____.

13 ☐ Pay the amount of \$ _____, for _____

14 _____ which was due on _____, _____.

15 ☒ Remedy the following defaults (describe default(s) in detail): UNAUTHORIZED ANIMAL: Per your lease
16 agreement, no animals are allowed on the premises. An unauthorized animal (cat) has been
17 witnessed in your unit. The animal must be removed from the premises no later than 5 days
18 from this notice date. Failure to act in accordance with this notice may result in the
19 start of the eviction process.

20 Your tenancy of the Premises is terminated if you fail to remedy the default(s) on lines 11-19 within five (5) days after
21 the giving of this notice.

22 Date Signed: 03/13/2024

23 (X) Heather Johnson

24 Landlord/Agent's Signature ▲ Print Company/Individual Name & Capacity Below ▼

25 Heather Johnson - Property Manager



MANNER OF GIVING NOTICE:

- ☐ Copy given to Tenant or left at Premises with Tenant's family member
- ☐ Copy left with person in charge of Premises AND copy mailed to Tenant
- ☒ Copy affixed to Premises AND copy mailed to Tenant
- ☐ Copy mailed to Tenant by registered or certified mail
- ☐ Copy served on Tenant by process server/sheriff

Signature: Heather Johnson

Heather Johnson - Property Manager

Date: 03/13/2024

TENANT RECEIPT:

A copy of this Notice was received by me on _____ (date).

Signature: _____

Emma Garrettson

FIVE DAY NOTICE – STATUTE EXCERPTS

26 Wis. Stat. § 704.17 Notice terminating tenancies for failure to pay rent or other breach by tenant.

27 (1) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES.

28 (a) Rent. If a month-to-month tenant or a week-to-week tenant fails to pay rent when due, the tenant's tenancy is terminated if
29 the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving
30 of the notice and if the tenant fails to pay accordingly.

31 (b) Non-Rent. If a month-to-month tenant commits waste or a material violation of s. 704.07 (3) or breaches any covenant or
32 condition of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if any of the following
33 applies: 1. The landlord gives the tenant a notice that requires the tenant to either remedy the default or vacate the premises no
34 later than a date at least 5 days after the giving of the notice, and the tenant fails to comply with the notice. A tenant is
35 considered to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the
36 default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant
37 makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach.

38 (2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES.

39 (a) Rent. If a tenant under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any installment of rent when
40 due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on
41 or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly.

42 (b) Non-Rent. If a tenant under a lease for a term of one year or less, or a year-to-year tenant, commits waste or a material
43 violation of s. 704.07 (3) or breaches any covenant or condition of the tenant's lease, other than for payment of rent, the
44 tenant's tenancy is terminated if the landlord gives the tenant a notice requiring the tenant to remedy the default or vacate the
45 premises on or before a date at least 5 days after the giving of the notice, and if the tenant fails to comply with such notice. A
46 tenant is deemed to be complying with the notice if promptly upon receipt of such notice the tenant takes reasonable steps to
47 remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the
48 tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach.

49 Wis. Stat. § 704.21 Manner of giving notice. (1) NOTICE BY LANDLORD. Notice by the landlord or a person in the landlord's
50 behalf must be given under this chapter by one of the following methods:

51 (a) By giving a copy of the notice personally to the tenant or by leaving a copy at the tenant's usual place of abode in the
52 presence of some competent member of the tenant's family at least 14 years of age, who is informed of the contents of the
53 notice;

54 (b) By leaving a copy with any competent person apparently in charge of the rented premises or occupying the premises or a
55 part thereof, and by mailing a copy by regular or other mail to the tenant's last-known address;

56 (c) If notice cannot be given under par. (a) or (b) with reasonable diligence, by affixing a copy of the notice in a conspicuous
57 place on the rented premises where it can be conveniently read and by mailing a copy by regular or other mail to the tenant's
58 last-known address;

59 (d) By mailing a copy of the notice by registered or certified mail to the tenant at the tenant's last-known address;

60 (e) By serving the tenant as prescribed in s. 801.11 for the service of a summons.

61 (4) NOTICE TO ONE OF SEVERAL PARTIES. If there are 2 or more landlords or 2 or more cotenants of the same premises, notice
62 given to one is deemed to be given to the others also.

63 (5) EFFECT OF ACTUAL RECEIPT OF NOTICE. If notice is not properly given by one of the methods specified in this section, but is
64 actually received by the other party, the notice is deemed to be properly given; but the burden is upon the party alleging actual
65 receipt to prove the fact by clear and convincing evidence.

66 Wis. Stat. § 704.27 Damages for failure of tenant to vacate at end of lease or after notice. If a tenant remains in possession
67 without consent of the tenant's landlord after expiration of a lease or termination of a tenancy by notice given by either the
68 landlord or the tenant, or after termination by valid agreement of the parties, the landlord shall, at the landlord's discretion,
69 recover from the tenant damages suffered by the landlord because of the failure of the tenant to vacate within the time
70 required. In absence of proof of greater damages, the landlord shall recover as minimum damages twice the rental value
71 apportioned on a daily basis for the time the tenant remains in possession. As used in this section, rental value means the
72 amount for which the premises might reasonably have been rented, but not less than the amount actually paid or payable by the
73 tenant for the prior rental period, and includes the money equivalent of any obligations undertaken by the tenant as part of the
74 rental agreement, such as payment of taxes, insurance and repairs. Nothing in this section prevents a landlord from seeking and
75 recovering any other damages to which the landlord may be entitled.

76 ★ Pursuant to Wis. Stat. § 704.19(8) once Notice is given Tenant is not entitled to possession or occupancy of the Premises
77 after the date of termination as specified in the Notice.

For all of chapter 704 of the statutes, visit <http://docs.legis.wisconsin.gov/statutes/statutes/704.pdf>. Underlining added for emphasis, italics added for clarity.



720 Cass Street
La Crosse, WI 54601
www.reliantres.com

Direct: (608) 782-4100 ext. 102
Email: heather@reliantres.com

From: Emma Garrettson <emmagarrettson03@gmail.com>
Sent: Wednesday, March 13, 2024 2:36 PM
To: Heather Johnson <heather@reliantres.com>
Cc: erin.a.beacom@gmail.com <erin.a.beacom@gmail.com>; maysalang2@gmail.com <maysalang2@gmail.com>
Subject: 5 Days to Correct Cat

Hi Heather,

We apologize for the lease requirements being broken due to the cat. Maysa, Erin, and I wanted to reach out to let you know that the cat is Hannah's, not ours. She does not plan on removing the cat from our residence and she wants to get the cat ESA certified. If this is still an issue, we ask that you consider letting us stay and only evicting Hannah. We have enjoyed living here and respect our relationship with and would love to work this out.

Thank you,
Emma, Maysa, and Erin

Re: 5 Days to Correct Cat

Heather Johnson <heather@reliantres.com>

Wed 2024-03-13 2:46 PM

To: Emma Garrettson <emmagarrettson03@gmail.com>

Cc: erin.a.beacom@gmail.com <erin.a.beacom@gmail.com>; maysalang2@gmail.com <maysalang2@gmail.com>

Bcc: Brenna Kleeman <brenna@reliantres.com>

Good Afternoon,

Unfortunately, an unauthorized animal brought into a unit is accepted by the entire household. If Hannah wants to provide us with the ESA verification requirements, she has 5 days to do so before the cat has to be removed. Below are the ESA requirements that need to be completed.

###

To start the approval process for an Emotional Support Animal, please complete the following steps...

1. Certified letter from your health care provider stating your disability and reasonable need for accommodation related to an emotional support animal. The letter provided needs to have been issued within the last year. The letter can be emailed, mailed or placed in the drop box outside our office at 720 Cass Street.

NOTE: If emailing the letter, be sure to include the original email it was received with from your health care provider.

2. Email Brenna (brenna@reliantres.com) with the following information:

- Animal Name
- Breed
- Color/Markings
- Are they Male/Female? Are they Spayed/Neutered?
- A recent photo of the animal

3. Additional documentation needed to complete the ESA Agreement

- Proof that the animal is current on Rabies Vaccination.
- Proof that the animal has been licensed (Pet License) with the City in which you reside per city requirements.

All supporting documents can be forwarded to Brenna at brenna@reliantres.com.

Please let us know if you have any questions.

Thank you!

Heather Johnson
Property Manager

timeline, the cat must be removed from the unit.

Heather Johnson
Property Manager



720 Cass Street
La Crosse, WI 54601
www.reliantres.com

Direct: (608) 782-4100 ext. 102
Email: heather@reliantres.com

From: Hannah Eitland <hanseit239@gmail.com>
Sent: Saturday, March 16, 2024 6:07 PM
To: Heather Johnson <heather@reliantres.com>
Subject: Re: ReliantRES: 5 Days to Correct

Hello Heather,

I would really like to find an arrangement that works for everyone involved. I recognize that I could have gone about this in a better way, and I apologize for the whole situation.

I have had a lot of change and medical challenges in the last 8 years and having this cat as my support animal means a lot to me and my mental health. I am working on getting letters from my lifetime primary care doctor, my psychiatrist, and my therapist, who I have seen weekly for two years. Due to it being the weekend, I am unable to reach any of them at this time. Is there any way you could extend the eviction notice by one or two days so I have more time to resolve this situation?

If possible, could we come up with another way to pay for the special cleaning besides taking the security deposits from my roommates? This is my responsibility and I would like to not involve them. Maybe a fee could be added to my monthly rent? I appreciate your consideration to find a resolution. I would be happy to talk to come up with a solution.

Thanks,
Hannah Eitland

#6

Re: ReliantRES: 5 Days to Correct

Heather Johnson <heather@reliantres.com>

Mon 2024-03-18 2:51 PM

To: Hannah Eitland <hanseit239@gmail.com>

The letter has been received, Hannah. Brenna will work on the Pet Agreement and have it emailed to the household in the next few days.

Heather Johnson
Property Manager



720 Cass Street
La Crosse, WI 54601
www.reliantres.com

Direct: (608) 782-4100 ext. 102

Email: heather@reliantres.com

From: Hannah Eitland <hanseit239@gmail.com>**Sent:** Monday, March 18, 2024 2:30 PM**To:** Heather Johnson <heather@reliantres.com>**Subject:** Re: ReliantRES: 5 Days to Correct

Hello Heather,

Attached is another housing letter from a licensed medical professional.

Sincerely,
Hannah Eitland

On Mon, Mar 18, 2024 at 8:44 AM Heather Johnson <heather@reliantres.com> wrote:

Good Morning, Hannah.

#5

I can give you a couple more days to get the letter from your primary health care provider, but ADA does not allow us to charge additional rents/fees for emotional support animals. The household's security deposit will bear the weight of returning the unit to a no-pet environment. You could discuss a payout arrangement with your roommates, but that's between the household.

At the end of the day, you all signed a lease agreement that stated it was a no-pet property. The entire household will have to sign off on the Pet Agreement in order for the cat to stay. Again, had you gone through the proper channels to begin with, we would have informed your household of the liability and responsibility of bringing in an ESA.

By Noon on Friday, March 22nd, we will need the new letter and the household to sign the Pet Agreement, which will be emailed to everyone once the letter is received. If not completed within this



ESA AGREEMENT FORM

- Only after a full execution of this Agreement, ReliantRES will have approved a request for an emotional support animal (ESA) at the following address:

134 10th Street S | La Crosse, WI 54601

- ESA Information:

- **"Lady Kluck" – DSH – blk/wht – Spayed Female**

Name – Breed – Color – Spayed/Neutered

- This approval is contingent upon receiving the following documentation:

- Rx Letter from WI physician – ✓
- Licensed within the City of La Crosse –
- Current on a Rabies vaccination – ✓
- Spayed/Neutered –
- Recent photo – ✓

- This approval assumes that the ESA will not negatively affect other residents in the building and/or neighboring properties. If at any point a complaint is filed against your ESA, ReliantRES will rescind this approval and require the ESA be removed from the property.

Common complaints may include, but are not limited to:

- Insurance issues due to certain dog breeds
 - Noise complaints (such as barking)
 - Animal odors
 - Failure to properly dispose of animal waste immediately
 - Damage to the unit or any common area of the property
 - Allergy complaints
 - Uncontrolled/excessive behavior
- ESA is required to be leashed, under your control, and within your direct supervision at all times when outside of your unit.
 - Upon move-out, ReliantRES will contract carpet cleaning and/or pet deodorizing services to be charged against the rental account deposit(s).

- All Lessees under the current lease agreement agree to be collectively responsible for any damage or expenses incurred by the Landlord as a result of the ESA.

By signing, the household acknowledges acceptance of the terms of this Emotional Support Animal Agreement Form. **Until this document is fully executed, the ESA is not permitted on the premises.**

DocuSigned by:
Hannah Eiland 3/18/2024
Sign 9D74DC51870D42E... Date

Agent - Reliant Real Estate Services Date

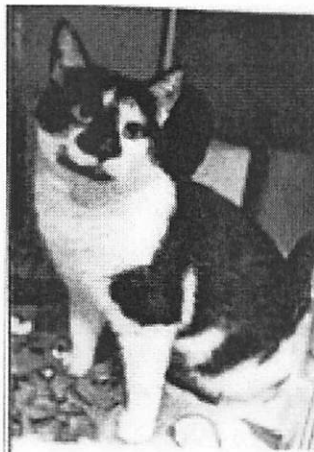
Sign Date

Sign Date

Sign Date

Sign Date

VOID



Brenna Kleeman

From: Emma Garrettson <emmagarrettson03@gmail.com>
Sent: Monday, March 18, 2024 5:01 PM
To: Brenna Kleeman
Cc: erin.a.beacom@gmail.com; maysalang2@gmail.com
Subject: Pet Agreement

Categories: ESA/Pet Agreements

Hi Brenna,

Erin, Maysa, and I have agreed to sign the pet agreement only if Hannah pays the security deposit that we lost due to her cat. She is refusing to pay it and threatening to bring the cat back and "get us all evicted" if we do not sign the pet agreement. I hope that if this happens the 3 of us will not be held accountable for her bringing the cat back because we don't agree to it being there. Please let us know if you need anything from us.

Thanks,
Emma