



P.O. Box 2845 La Crosse, WI 54602

(608) 785-7187
Fax: (608) 782-7137

City Of La Crosse Human Rights Commission

July 15, 2020

I would like to state that this complaint contains many false allegations and statements and is an attempt at retaliation for raising the occupants rent and enforcing the State of Wisconsin laws and the City of La Crosse ordinances and successfully in Court prevailing to evict her.

Munson Realty, Inc. is a management company hired by Nickelatti Properties, LLC to manage this and other properties. The Nickelatti's take great pride for their love and passion of La Crosse by buying dilapidated properties from careless landlords and doing extensive remodeling to provide great, safe places to fulfill the housing needs of residents of La Crosse and the surrounding area.

Ms. Wesoloski was on a month to month oral lease with the prior owner for \$500.00 per month. Ms. Wesoloski was sent a letter informing her of new management/ownership on February 28th, along with an application for our file. She refused to fill out and return the application. See Attached.

On March 19th, Ms. Wesoloski received a notice that her rent would increase on May 1st, (only a 28 day is required). See attached.

Ms. Wesoloski sent Mr. Nickellatti a letter on April 13th, stating her rent was going to increase on May 1st, \$450.00 along with her story. Mr. Nickelatti contacted our office to delay the rent increase one month to June 1st to further accommodate her if she chose to find new housing if the new rent was not acceptable to her. He did not have to do that under the law.

On April 22nd, Ms. Wesoloski was sent a letter per the understanding she reached with the owner notifying her that the rent increase changed from May 1st to June 1st, and was \$50 less than the original amount. See attached.

On June 5th, Ms. Wesoloski was given a 5-day notice to pay rent or vacate. Neither May or June rent was paid. See attached. This was properly served by posting and by mail as required by law. As a result of not making payment an eviction action was filed in La Crosse County court. Ms. Wesoloski did not appear in person but was represented in court by her

attorney and the matter has been settled and she vacated as we had requested in the eviction. She had no defense.

Not only had Ms. Wesoloski not paid her rent, she was purposely damaging the unit. The police department was called to the unit on two different occasions for damaging the property. One call resulted in an arrest of her guest breaking and entering into the lower unit basement. She intentionally allowed water to drain from her washer into the unit below and basement. The tenants below complained about her repeatedly. She also was allowing people not our tenants to reside in the property and even after she vacated we found a man squatting in the apartment.

She has accused our company of discrimination based on age, disability, and source of income. We have no knowledge of the above because she failed to fill out the application we sent her for our file although we do not ask about disability in our application and she had no apparent disability. She refused finally to accept any mail from our company. She has a history of evictions and landlord tenant issues. She has falsely accused our company of not giving proper notice to increase rent but admits in her complaint she had the notice of rent increase in a letter to owner referencing it. Again those are attached. She has failed to state a claim with any shred of evidence to support discrimination which is what this commission reviews. Claims regarding proper notices under chapter 704 Wis.Stats. are not within the scope of review of the commission and these were dealt with appropriately in the small claims eviction action.

Munson Realty Inc.

Deb Munson

Vice President

CC: Nickellatti Spenser



February 28, 2020

Current Resident(s)
207 Avon Street
La Crosse, WI 54603

Dear Residents:

Effective immediately, Munson Realty, Inc. will be managing the property in which you reside. Munson Realty, Inc. is a management company hired by the owner of your building. Your lease will remain the same and has been provided to our office. Terms and conditions of your lease will also remain the same through your current lease term.

Our office is located at 1400 Pine Street, La Crosse, Wisconsin 54601. You can reach us by telephone at (608) 785-7187. Office hours are Monday through Thursday 9 a.m. - 5:00 p.m. We are closed from noon to 1:00 p.m. Fridays are 9:00 a.m. until noon.

Rent payments will need to be made payable to Munson Realty, Inc. You may either mail payments to the above address, bring them into the office or create an online account once you have received an activation email (please contact us with an email address if you wish to make online payments). We have an office drop box located on the back door of our office. If you would like to drop off your rent during non-business hours, only checks and money orders may be placed in the drop box. No cash is accepted at any time.

In case of an emergency, you can reach us on our 24-hour pager at (608) 792-2234. **This is for after hour emergencies only.** You will need to leave your name and telephone number for a member of our staff to reach you. For regular maintenance situations, you will need to call our office number at (608) 785-7187.

Please feel free to contact our office with any questions or concerns you may have. We look forward to meeting your housing needs. Thank you for your cooperation during this transition process.

Sincerely,

John Munson
Property Manager
Munson Realty, Inc.



STANDARD TENANT APPLICATION

This in NOT a lease or rental agreement.

1400 Pine Street
La Crosse, WI 54601
P. (608) 785-7187
F. (608) 782-7137
munsonrealty1@yahoo.com

DESIRED ADDRESS: _____

MOVE IN DATE: _____

**PLEASE SIGN
& RETURN**

HOUSEHOLD INFORMATION

Each Adult Applicant Must Complete a Separate Application.

Complete the following information for each household member that will occupy the unit at the time of move-in for the term of the lease. Application MUST be completed in full. *Falsification of information is grounds for denial.

| NAME | MALE/FEMALE | SOCIAL SECURITY # | BIRTH DATE Month/Day/Year |
|------|-------------|-------------------|------------------------------|
| | | | |
| | | | |
| | | | |

List maiden name or name(s) used in the past _____

List any dependents/children (Social Security # not necessary) _____

Where can you be reached? Daytime Telephone: _____

E-Mail Address: _____

| YES | NO | 1. Do you expect any addition to the household within the next 12 months? If so, please list name and relationship: |
|-----|----|--|
| | | 2. Have you, or any other person named above, ever been convicted of or currently being charged with a crime? Is so, please explain: |
| | | 3. Do you have or do you anticipate having any pets? Is so, please provide type, age and size: |
| | | 4. Are you a U.S. citizen? |
| | | 5. Have you ever refused to pay rent? If so, please explain: |
| | | 6. Have you ever been evicted or asked to leave? If so, please explain: |
| | | 7. Have you ever filed bankruptcy? |
| | | 8. Have you ever rented from Munson Realty, Inc. before? |

How did you hear about Munson Realty, Inc? _____

CURRENT ADDRESS: _____

Rent Amount: \$ _____ FROM (DATE): _____ TO (DATE): _____

Landlord Name: _____ Address: _____

Telephone Number: _____ Fax Number: _____ City/State/Zip: _____

PREVIOUS ADDRESS: _____

Rent Amount: \$ _____ FROM (DATE): _____ TO (DATE): _____

Landlord Name: _____ Address: _____

Telephone Number: _____ Fax Number: _____ City/State/Zip: _____

PREVIOUS ADDRESS: _____

Rent Amount: \$ _____ FROM (DATE): _____ TO (DATE): _____

Landlord Name: _____ Address: _____

Telephone Number: _____ Fax Number: _____ City/State/Zip: _____

EMERGENCY CONTACT

Name: _____ Address: _____
Telephone Number: _____ Relationship: _____ City/State/Zip: _____

VEHICLE INFORMATION

Automobile: Make/Model/Year/Color: _____
License Plate Number: _____ Driver's License Number: _____

APPLICANT'S INCOME/CREDIT

(Include all sources of income you want considered in this application)

Place of Employment: _____ Position: _____ Hours Per Week: _____
Address: _____ How long have you been employed here? _____
Supervisor's Name: _____ Telephone Number: _____ Gross Monthly Income: _____

OTHER SOURCES OF INCOME

Will you be receiving any other income that you want considered with this application (e.g. Section 8 Rental Assistance, SSI, Social Security, public assistance, W-2, alimony, child support, savings, trust funds, scholarships or any other type of income)? If so, please provide the following information for verification.

Source of Income (Name of Agency): _____
Address: _____ Telephone Number: _____
Contact Person: _____ Amount of Income: _____

Source of Income (Name of Agency): _____
Address: _____ Telephone Number: _____
Contact Person: _____ Amount of Income: _____

Self-Employed Applicants: If you are self-employed, you will need to provide the following information: tax returns, business license, bank records and/or vendor names with addresses and telephone numbers for verification.

SIGNATURE CLAUSE

The purpose of this application is to determine whether I qualify as a tenant. If my application is approved, the Landlord and I shall sign a written lease. I have no rental agreement with the Landlord before the time of the lease signing.

I hereby authorize the Landlord and/or Manager to investigate my credit and financial responsibility, income, rental and eviction history, statements made in this application, and to obtain a consumer credit report on me from a consumer reporting agency that compiles and maintains files on consumers on a nation-wide basis. My performance under any lease or rental agreement that I may enter into with the Landlord may be reported to such a reporting agency.

I acknowledge that the Manager, agents and employees thereof represent the interests of the Landlord, but they also have a duty to treat all parties fairly in accordance with fair housing law, and to disclose material adverse facts about the property.

I warrant and represent that I am at least 18 years of age and that all information and answers to the above questions are true and complete to the best of my knowledge. I understand that providing false information or making false statements may be grounds for denial of my application. I also understand that such action may result in criminal penalties. I understand that my occupancy is contingent on meeting management's resident selection criteria.

Applicant Signature _____

Date _____

LANDLORD DISCLOSURES AND REQUIREMENTS

Tenant/Applicant Acknowledges Having Been Advised:

- A copy of the proposed lease and rules/regulations of the Landlord are available to applicant for future inspection.
- The name and address of the person authorized to receive rent, manage and maintain the premises. Who can readily be contacted, and an owner or agent with an address within the state authorized to receive and receipt for notices and damages, and at which service of process can be made in person.
- I have the right to inspect the dwelling unit and notify the Landlord of any damage or defect that exist before the beginning of my tenancy.
- I have the right to request, in writing, a list of the physical damage and defects, for which the Landlord deducted money from the previous tenant's security deposit.
- Security deposits may be withheld only for tenant damages, waste or neglect of the premises or the non-payment of rent, utility services for which the landlord becomes liable, and other reasons specifically and separately negotiated and agreed to by the tenant in writing other than in a form provision.
- Notice relating to availability of information relating to the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://offender.doc.state.wi.us/public> or by telephone at 877-234-0085.

Applicant Signature _____

Date _____



March 19, 2020

Current Resident(s)
207 Avon Street
La Crosse, WI 54603

RE: Change in rent notice

Dear Resident of 207 Avon St.,

Please be advised that effective May 1st, 2020, the monthly rent for the rented premises you now occupy shall be increased to \$950/month, payable on or before the 1st of each month during your continued tenancy. This is a change from your present rent. All other terms of your tenancy shall remain as presently in effect.

If you decide to move, we will need a 28-day written notice to vacate prior to your move-out date (enclosed).

Regards,

John Munson
Property Manager
Munson Realty, Inc.

207 AVON

False
(got a letter)

Mr. Spenser Nickelatti,

April 13, 2020

I recieved a text message from this Munson Reality place that I found very troublesome. First of all I have no idea what they were even talking about and secondly it appears that they intend to raise the rent by \$450⁰⁰ beginning the 1st of May.

When Ms. Englehart told you that my husband and I got to stay here we were all under the impression that it would also be at current rent of \$500⁰⁰ per month, and that the rent would be paid to you personally, not some other entity.

While it is true that Barb and I do indeed go back because we went to the same high school, that is not the only reason that she asked ~~that~~ that we stay. She knows the family's history which is something I didn't think I'd be forced to share with you, but under the circumstances it seems I do not have a choice in the matter now.

My family suffers from severe PTSD due to tragedy which occured on February 18th, 1997. On that date at 1:05 am I lost 2 of my daughters in a house fire. They were 14 and 10 years old. Two of my other children survived, they were 12 and 2 on that day. My remaining daughter is nearly 36 now and my son will be 26 next month.

I suffered severe burns to my right forearm which were caused by the intense heat inside that house, as I tried to get all of my children out of the upstairs bedroom window. My oldest daughter refused to jump with her baby brother in her arms and the only way I could get her and my youngest daughter to go out of there at all was by agreeing to take the baby and jump out first. My youngest daughter who suffered from asthmatic bronchitis was already feeling the effects of smoke inhalation because of her condition. Of



April 22, 2020

Patty Wesoloski
207 Avon St.
La Crosse, WI 54603

RE: Change in rent notice

Dear Resident(s):

> We have spoken with the property owner and they have decided to push back your rent increase to June and reduce it by \$50. You are also to be communicating with us directly at all times, not the property owner. We are contracted by them to manage this property. All rent payments are to be made payable to Munson Realty.

Please be advised that effective June 1st, 2020, the monthly rent for the rented premises you now occupy shall be increased to \$895/month, payable on or before the 1st of each month during your continued tenancy. This is a change from your present rent of \$500/month. All other terms of your tenancy shall remain as presently in effect.

If you decide to move, we will need a 28-day written notice to vacate prior to your move-out date (enclosed).

Regards,

John Munson
Property Manager
Munson Realty, Inc.