

# Code Of Ethics

## *Central Wisconsin Apartment Association*

The Central Wisconsin Apartment Association (CWAA) and its members are committed to providing quality housing and fair and equal treatment to our communities. As such, we have adopted the following code of ethics that all CWAA members must abide by. CWAA believes in the betterment of our industry and this Code Of Ethics is in place to advance that goal.

### **DISCLAIMERS / DEFINITIONS**

*For the purposes of this document, the term "Landlord" shall refer in general terms to the property owner, property management company, and/or employees of either.*

*The term municipal "citation" does not refer to a standard issued notice of a violation, but rather to a municipal court citation related to prolonged disregard for notices of violation.*

*CWAA understands that for asset protection reasons many Landlords own property in one or more legal entities (i.e. LLC, LLP, Trust, ET). Despite the entity name used when joining CWAA, this code of ethics applies to any property that the Landlord manages or has a partial or sole ownership in.*

### **DUTIES OWED TO PROTECT THE GENERAL PUBLIC**

- The Landlord shall protect the public against fraud, misrepresentation, and unethical practices in property management.
- The Landlord shall endeavor to eliminate, through the normal course of business, any practices which could be damaging to the public or bring discredit to the profession.
- The Landlord shall cooperate with any governmental agency charged with regulating the practices of the rental industry.
- The Landlord shall comply with all relevant local ordinances, and state statutes, regarding real estate law, licensing, insurance, and banking.
- The Landlord shall comply with all federal and state antitrust laws.
- The Landlord shall not make any remarks, orally or in writing, that are discriminatory in nature, or could be perceived to be discriminatory by the general public.
- CWAA will deny membership to any Landlord who refuses, or is unable, to maintain their property in accordance with safety and habitability requirements of the local jurisdiction.
- CWAA will deny membership, or revoke current membership, to any Landlord who has outstanding citations from any municipality that has not been rectified within 30 days.
- CWAA will deny membership, or revoke current membership, to any Landlord who has received two or more citations from a municipality in a 24 month period.

### **TRUTH IN ADVERTISING**

- Regardless of the type of media used, advertising content shall be truthful and honest at all times.
- All marketing materials, whether printed or electronic, shall comply with applicable laws and licensing requirements.
- If it becomes apparent that on-line information is not current or accurate, the Landlord shall promptly take corrective action.

### **DUTIES OWED TO PROSPECTIVE TENANTS**

- The Landlord shall disclose all details on the availability of rental properties to prospective parties on a regular and timely basis.
- The Landlord shall not exaggerate, misrepresent, misinform, or conceal pertinent facts in the advertising, leasing, and management of property.
- The Landlord shall make reasonable attempts to remove from the Internet listings for rentals that are no longer available.
- The Landlord shall not discriminate in the management, rental, lease, or negotiation for real property, shall operate consistent with fair housing laws and regulations and shall comply with all federal, state, and local laws concerning discrimination.
- The Landlord shall not deny service to any person due to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
- The Landlord shall treat all Tenants honestly and professionally when they are applying for, living in, and/or vacating a managed residence, including through the deposit refund process.
- The Landlord shall offer all prospective Tenants a written application.

### **DUTIES OWED TO TENANTS**

- The Landlord shall provide all Tenants with a copy of the signed rental agreement and extensions with all addendums attached.
- The Landlord shall make all disclosures as required by state and local laws and provide the Tenant an opportunity to complete a written condition report within 7 days of moving in.
- The Landlord shall respond promptly to requests for repairs.
- The Landlord shall provide a written deposit refund determination to the Tenant within the time prescribed by law after the Tenant has vacated a property. The Landlord shall not cause any undue delay in refunding or accounting for the security deposit.

### **DUTIES OWED TO OTHER LANDLORDS**

- The Landlord shall not knowingly or recklessly make false or misleading statements about the competence or professionalism of other Landlords or about their business practices, or otherwise attempt to take business from other Landlords by deceptive means.
- The Landlord shall conduct dealings with other Landlords in an honest and professional manner and shall not knowingly engage in any practice or take any action against a Landlord in an un-businesslike manner.
- The Landlord shall not knowingly interfere with other Landlords' contract rights, including by taking actions inconsistent with exclusive agreements that other Landlords have with their clients. This does not preclude the Landlord from otherwise soliciting potential Clients or making general announcements about his or her own services. For purposes of this Code, a general announcement may be defined as a general telephone canvass or a general mailing or distribution addressed to all prospects in a given geographical area or in a specific profession, business, club, organization, or other classification or group. This Code does not restrict fair and reasonable competition among Landlords.
- The Landlord shall not obtain or use the proprietary materials or work of a competing Landlord without the express written permission of that Landlord.
- In the event of a controversy or dispute between Landlords, the parties shall use best efforts to resolve the dispute prior to litigation.

### **ANTITRUST COMPLIANCE**

It is the policy of the CWAA, and its members, to comply fully with all antitrust laws. The antitrust laws prohibit, among other things, any joint conduct among competitors that could lessen competition in the marketplace.

CWAA membership is composed of competitors; they must refrain from discussing competitively sensitive topics, including those related to pricing (such as rates, fees, or costs), individual competitors or specific business transactions, or controlling or allocating markets.

### **SERVICE ON THE CWAA BOARD OF DIRECTORS**

- Board Members must be in good standing regarding annual dues paid to CWAA
- Board Members shall agree to attend, in person or by electronic means, all Board meetings whenever possible.
- If any Board Member absents themselves from 3 consecutive regular Board meetings, the Board may, by a majority vote, declare the position vacant.
- Board Members shall not have had any municipal citations regarding a property they currently own or manage within the prior 36 months.
- Board Members will be removed from the Board of Directors, effective immediately, should a property they currently own or manage be issued a municipal citation.
- Board Members will be removed from the Board of Directors, effective immediately, should they be found in violation of federal, state or local fair housing laws.

### **NON-COMPLIANCE / VIOLATIONS OF THIS CODE OF ETHICS**

In the event of a violation of this code of ethics, the current CWAA Board of Directors will review the details and make a determination on what penalties, if any, should be imposed. This could range from a recommendation of additional training to having membership revoked.

The CWAA Board of Directors has the ability to place a membership into “Conditional” status until certain criteria are met. During this conditional period, Landlords may attend educational events at the member pricing, but are not considered CWAA members, cannot attend CWAA housing fairs, and are not allowed to advertise on CWAA internet platforms (i.e. websites, Facebook pages).

**Membership in CWAA is optional and your payment of dues each year is your acceptance, understanding, and agreement to follow this Code Of Ethics.**