

**COURT OF APPEALS
DECISION
DATED AND FILED**

October 29, 2002

Cornelia G. Clark
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 02-1028
STATE OF WISCONSIN**

Cir. Ct. No. 01 SC 3347

**IN COURT OF APPEALS
DISTRICT I**

**ANDY SALTARIKOS AND
STEVE OLKOWSKI,**

PLAINTIFFS-RESPONDENTS,

v.

HART DONLEY,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the circuit court for Milwaukee County: KITTY K. BRENNAN, Judge. *Affirmed.*

¶1 SCHUDSON, J.¹ Hart Donley, *pro se*, appeals from a small claims judgment granting double damages to his tenants, Andy Saltarikos and

¹ This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2)(a), (3) (1999-2000). All references to the Wisconsin Statutes are to the 1999-2000 version.

Steve Olkowski. Misconstruing the circuit court’s findings, Donley argues that the circuit court “agreed that he was owed \$530 damages” and that “the letter explaining the deposit was mailed [with]in the 21[-]day requirement.” This court affirms.

I. BACKGROUND

¶2 On June 1, 2000, Saltarikos and Olkowski signed a three-month lease agreement and gave Donley \$720 as a security deposit to rent an apartment from him. While residing in the apartment, Saltarikos and Olkowski attached a satellite dish to the roof of the house. When Saltarikos and Olkowski’s lease expired, they removed the satellite dish from the roof and surrendered the premises to Donley, expecting to receive their security deposit within twenty-one days as required by WIS. ADMIN. CODE § ATCP 134.06(2)(a) (2002).² Saltarikos and Olkowski did not receive their security deposit or notice as to the amount Donley withheld for damages within twenty-one days.

¶3 On January 31, 2001, Saltarikos and Olkowski filed a complaint against Donley in small claims court to recover their security deposit. Personal service was attempted at Donley’s residence five times and he was served by publication. He failed to appear at court and a default judgment was entered against him on March 26, 2001. Donley then moved to have the case reopened because, he contended, he “never received notification of the court date.”

² WISCONSIN ADMIN. CODE § ATCP 134.06(2)(a) requires that “within 21 days after a tenant surrenders the rental premises, the landlord shall deliver or mail to the tenant the full amount of any security deposit held by the landlord, less any amounts properly withheld by the landlord[.]”

¶4 In November 2001, the case was reopened in small claims court and a judgment was entered in favor of Saltarikos and Olkowski. Donley then sought and obtained a trial de novo. *See* WIS. STAT. § 799.207 (3)(a). The circuit court entered a judgment awarding double damages to Saltarikos and Olkowski. Donley appeals from this judgment.

II. DISCUSSION

¶5 Donley argues, in cursory fashion without reference to any authority or citation to the record, that (1) he sent a letter to the respondents within twenty-one days and (2) the circuit court agreed that he was owed \$530 in damages. Although the court need not address Donley’s arguments, *see* WIS. STAT. RULE 809.19(1)(e), (3)(a) (arguments in appellate briefs must be supported by authority and references to the record); *Murphy v. Droessler*, 188 Wis. 2d 420, 432, 525 N.W.2d 117 (Ct. App. 1994); *Barakat v. DHSS*, 191 Wis. 2d 769, 786, 530 N.W.2d 392 (Ct. App. 1995) (appellate court need not consider “amorphous and insufficiently developed” arguments), this court will attempt to identify Donley’s misunderstanding and clarify the circuit court’s ruling.

¶6 The circuit court ruled:

I think that there is [sic] before the court two questions. One’s the claim of the plaintiff[,] which is the claim that the defendant violated Chapter 134 of the Agricultural Code. I find that the plaintiff has prevailed in that part of the plaintiff’s claim. It’s your obligation, Mr. Donley, to send a twenty-one day letter to tenants. It’s your obligation to show you did it. An affidavit from you is not enough at this point. And, accordingly, I find that the plaintiff is entitled to double damages. That’s what Chapter 134 says,

so he gets twice his security deposit of [\$]720 which is a total of [\$]1440.³

As to the defendant's claim, I find as a fact that the defendant may have told the plaintiff tenants that they could put a satellite dish up but didn't tell him they could damage his property. That's just logical and assumed. And I find ... it's very clear and really uncontroverted that there were four holes left in the roof, and that that pierced the, what you call the ice and water shield. And Mr. Donley shouldn't have a damaged roof because you guys wanted a satellite dish up there for three months.

....

You have to pay the guy back for the roof. And I find his bill reasonable and compelling. So you owe Mr. Donley [\$]1250 for the damages to the roof. *The difference between the two claims here is that a total of \$190.00 that the plaintiff – that the defendant owes the plaintiff tenants, so it's judgment for the plaintiff of \$190.00 plus the costs of the action.* You each won but the dollar amounts are higher in that the defendant owes the plaintiff. *The final conclusion of the trial is that, Mr. Donley, you still owe the[m] 190 bucks on the security deposit.*

(Footnote and emphasis added.)

¶7 The court found that Saltarikos and Olkowski indeed damaged Donley's roof and that they were responsible for paying \$1250 for the repairs; however, this was off-set by the court's finding that Donley violated the twenty-one day letter requirement and that, due to this violation, he was required to pay Saltarikos and Olkowski \$1440. Thus, Donley owes Saltarikos and Olkowski \$1440. Saltarikos and Olkowski, in turn, owe Donley \$1250. Therefore, because

³ WISCONSIN ADMIN. CODE § ATCP 134 (1999) provides in a note that “[a] person who suffers a monetary loss because of a violation of this chapter may sue the violator directly under s. 100.20(5), Stats., and may recover twice the amount of the loss, together with costs and reasonable attorney's fees.”

Donley owes Saltarikos and Olkowski more than they owe him, Donley must pay the remaining amount ($\$1440 - \1250), which is \$190, plus costs.

By the Court.—Judgment affirmed.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)4.