

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

**January 27, 2011**

A. John Voelker  
Acting 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. 2009AP2804**

**Cir. Ct. No. 2009SC4592**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT IV**

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**LISA BERMAN,**

**PLAINTIFF-APPELLANT,**

**V.**

**CHANDRA BLOFELD,**

**DEFENDANT-RESPONDENT.**

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APPEAL from a judgment of the circuit court for Dane County:  
PATRICK J. FIEDLER, Judge. *Affirmed.*

¶1 HIGGINBOTHAM, J.<sup>1</sup> Lisa Berman appeals the circuit court’s judgment ordering her to pay Chandra Blofeld \$338.60 in this landlord-tenant dispute. We affirm.

¶2 Landlord Berman provided written notice to Blofeld dated January 23, 2009, terminating Blofeld’s month-to-month tenancy, and “giving [Blofeld] notice to move March 15, 2009.” Blofeld moved out on February 15, 2009, without providing notice. Berman sued Blofeld in small claims, arguing Blofeld failed to give the twenty-eight day notice required by WIS. STAT. § 704.19(3). Berman sought \$635.58 in rent and utilities she asserts she was owed for the period between February 15 and March 15, 2009, and court costs. Blofeld counterclaimed for double her security deposit.

¶3 At trial, Berman testified that, in addition to failing to provide the requisite notice, Blofeld and her five year-old daughter damaged her property. For her part, Blofeld testified that Berman repeatedly yelled at her daughter, dumped bags of garbage on her bed, and locked her out of the house one night. The court found Blofeld’s testimony to be “much more credible” than Berman’s, and concluded that Blofeld showed good cause to move out without giving the requisite notice. The court entered a judgment ordering Berman to pay Blofeld \$338.60, an amount equal to her security deposit less \$11.40 Blofeld owed Berman for a water bill.

¶4 On appeal, Berman argues Blofeld failed to provide the requisite notice before moving out. Berman misunderstands the court’s ruling. The court

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<sup>1</sup> This case is decided by one judge pursuant to WIS. STAT. § 752.31(2)(a) (2007-08). All references to the Wisconsin Statutes are to the 2007-08 version unless otherwise noted.

accepted her argument that Blofeld did not provide adequate notice. Rather, it concluded that, regardless, Blofeld had good cause to leave without providing notice because she had reason to fear for her safety and her property.

¶5 Berman does not challenge the court’s application of a “good cause” standard in releasing Blofeld from the twenty-eight day notice requirement, or its finding that good cause existed under these facts. However, she does argue that the court erred in believing Blofeld’s testimony. In so arguing, Berman challenges the circuit court’s factual findings and credibility determinations, which we may not set aside unless clearly erroneous. *See State v. Knapp*, 2005 WI 127, ¶19, 285 Wis. 2d 86, 700 N.W.2d 899. We conclude that the court’s findings and its determination that Blofeld’s testimony was more believable than Berman’s are not clearly erroneous.

¶6 Finally, Berman contends that the court erroneously based its decision on her prior criminal convictions, which were for public assistance fraud and child abuse. But, as the court explained to Berman, evidence of prior convictions is generally admissible for the purpose of assessing a witness’s credibility under WIS. STAT. § 906.09, and the court was free to rely on this evidence in determining Berman to be less credible than Blofeld.

*By the Court.*—Judgment affirmed.

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

