COURT OF APPEALS
DECISION
DATED AND FILED

June 24, 1999

Marilyn L. Graves
Clerk, Court of Appeals
of Wisconsin

No. 99-0436

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT IV

ANGELA MAIER,

PLAINTIFF-APPELLANT,

MATTHEW C. SCHUTZ,

PLAINTIFF,

V.

LENA BELLON AND JOHN BELLON,

DEFENDANTS-RESPONDENTS.

APPEAL from a judgment of the circuit court for Adams County: DUANE POLIVKA, Judge. *Affirmed.*

EICH, J.[1] Angela Maier and Matthew Schutz appeal from a judgment dismissing their small claims action against Lena and John Bellon, their

[1] This appeal is decided by a single judge pursuant to § 752.31(a), STATS.

former landlords. Maier/Schutz sued to recover a $450 security deposit from the Bellons, plus double damages and attorney fees, based on their claim that the Bellons had failed to comply with provisions of the administrative code dealing with the return of tenant security deposits. Specifically, they claimed that the notice provided by the Bellons did not comply with WIS. ADM. CODE § ATCP 134.06(4)(a), which requires landlords, within twenty-one days after surrender of the premises, to notify the tenant in writing, "describ[ing] each item of physical damages or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim."

Within the twenty-one-day period, the Bellons wrote to Maier/Schutz as follows:

> You will not be receiving you[r] security dep. back; due to 15 urine spots from your two dogs and cat. You were told you could have one dog and an outside one.
>
> Your attempt to clean the carpet was appreciated, but it did not help, the spots are back after several efforts on our part to remove. The carpet is Three Years old and will have to be eventually replaced due to urine spots. Also the screen door you tried to fix fell apart.
>
> Con[]sult with anyone on animal stains and they will tell you, once soaked into the padding, forget removing.

The circuit court concluded that the letter substantially complied with the notification and enumeration requirements in the code and dismissed the action.

Maier/Schutz argue on appeal that the court could not rule that substantial compliance was sufficient because the code provision does not expressly so provide. Both this court and the supreme court, however, have often recognized that substantial compliance with statutory notice requirements—such

as the notice-of-claim provisions of § 893.80(1), STATS.—is sufficient. *See*, *e.g.*, ***State v. Town of Linn***, 205 Wis.2d 426, 435, 556 N.W.2d 394, 399 (Ct. App. 1996). And Maier/Schutz offer no authority for the proposition that we may not so hold absent specific language to that effect in the statute or rule in question.

The rule requires the landlord to "describe … the amount withheld as reasonable compensation for each item or claim." The Bellons' letter indicates that the entire deposit—$450—was being withheld because the carpet was ruined and required replacement. It also mentioned some damage to a screen door. In her testimony, Lena Bellon described the damage to the carpeting in considerable detail, and to the extent Maier/Schutz offered contradictory testimony, it was for the trial court, not this court, to determine the credibility of the witnesses and the weight to be accorded their testimony. ***Leciejewski v. Sedlak***, 116 Wis.2d 629, 637, 342 N.W.2d 734, 738 (1984). The trial court obviously credited Bellon's testimony in this case and it is not for us to second-guess that determination.

Plainly, Maier/Schutz were on notice that the amount being withheld was the entire $450. They were also on notice from the Bellons' letter that that amount was being withheld as "reasonable compensation" for their claim for ruining the carpet and damaging the screen door. The clerk's trial minutes indicate that the court received in evidence an estimate confirming what should have been an obvious fact to all: that replacement of the carpet would cost considerably more than $450.[2]

Under these circumstances, to hold that the Bellons' notice was inadequate because it did not state which portion of the $450 was being allocated

[2] The estimate was for $1375.

to replacement of the carpet and which portion to repair of the screen door would exalt form over substance to an unconscionable degree. Our independent review of the facts and applicable law satisfies us that the circuit court did not err in ruling as it did.

By the Court.—Judgment affirmed.

This opinion will not be published in the official reports. *See* RULE 809.23(1)(b)4, STATS.