

**COURT OF APPEALS  
DECISION**

**DATED AND FILED**

**December 29, 2016**

Diane M. Fremgen  
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. 2016AP39**

**Cir. Ct. No. 2015SC6292**

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT IV**

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**OAK PARK MHC, LLC,**

**PLAINTIFF-RESPONDENT,**

**v.**

**SHAWNTELL VANN,**

**DEFENDANT,**

**SHERYL DEPRIEST,**

**DEFENDANT-APPELLANT.**

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APPEAL from a judgment of the circuit court for Dane County:  
JUAN B. COLÁS, Judge. *Affirmed.*

¶1 BLANCHARD, J.<sup>1</sup> Sheryl DePriest, pro se, appeals a judgment of eviction entered by the circuit court. DePriest argues that the circuit court erred in

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<sup>1</sup> This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2)(a) (2013-14). All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

concluding that she did not meet the statutory requirements to be considered a tenant of a mobile home community owned and operated by Oak Park MHC, LLC, and that, on this basis, Oak Park could evict DePriest. More specifically, DePriest argues that her occupancy of, and her making rent payments for, a mobile home site owned by Oak Park, with Oak Park's knowledge, converted her status from unauthorized occupant of the mobile home site, with no protections under the statute specifically governing mobile home communities, WIS. STAT. § 710.15, to either one of two statuses under ch. 704, the landlord-tenant chapter: a periodic tenant under WIS. STAT. § 704.01(2), or a tenant at will under § 704.01(5).<sup>2</sup> Relying on the premise that she was a tenant and not merely an unauthorized occupant, DePriest argues that Oak Park terminated her tenancy in violation of § 710.15(5m).<sup>3</sup> I reject DePriest's arguments under the applicable statute, § 710.15, because she never had a written lease agreement with Oak Park for the mobile home site at issue, and affirm the judgment of the circuit court.

¶2 The parties do not dispute the following facts found by the circuit court. Oak Park owns Oak Park Terrace. Residents of Oak Park Terrace reside in mobile homes parked on sites that they lease from Oak Park. At issue here is a one-year Oak Park site lease, running from October 1, 2014 to September 30,

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<sup>2</sup> WISCONSIN STAT. § 704.01(2) defines a "periodic tenant" in landlord-tenant cases, but for reasons I will explain, the details of that definition do not matter in this case. Section 704.01(5) defines a "tenant at will" in landlord-tenant cases, but again the details of the definition do not matter to resolution of this appeal.

<sup>3</sup> WISCONSIN STAT. § 710.15(5m) limits the grounds on which a lease can be terminated or not renewed in the context of mobile home communities. Among the acceptable grounds for termination or nonrenewal of a lease are nonpayment of rent, breach of any lease terms or refusal to sign a lease, violation of any mobile home community rules or mobile home-related laws, and other similar categories of conduct.

2015, signed by Shawntell Vann.<sup>4</sup> I will generally refer to the Oak Park site leased by Vann as “the Vann site,” and the lease signed by Vann as “the Vann site lease.”

¶3 DePriest was not named in the Vann site lease as either a lessee or an authorized additional occupant. In addition, there is no record of any other written agreement related to the Vann site that references DePriest. However, at the time of the eviction hearing in November 2015, DePriest had continuously resided in a mobile home on the Vann site since November 2014 and had contributed to rental payments due under the Vann site lease. At some point after DePriest moved into the mobile home, Vann relocated to another residence. Vann opted not to renew the Vann site lease with Oak Park when it expired in September 2015, and DePriest and Oak Park did not enter into any agreement.

¶4 Oak Park management was aware that DePriest was residing in the mobile home throughout DePriest’s occupancy, including at times when DePriest applied for a lease, discussed immediately below.

¶5 DePriest applied unsuccessfully to Oak Park for a lease in her own name on the Vann site at least twice prior to the November 2015 eviction hearing. Oak Park denied DePriest’s rental applications due to a low credit score generated by a consumer reporting agency. Oak Park informed DePriest that she could not be approved without a co-signer, which she apparently never produced. DePriest does not argue that it was unlawful for Oak Park to require a co-signer.

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<sup>4</sup> The Vann site lease was also signed by Bruce Kraus. However, the circuit court granted Oak Park’s voluntary motion to dismiss Kraus as a party to this eviction action, and neither side suggests that any fact related to Kraus matters to any issue presented in this appeal. I make no further reference to Kraus.

¶6 Oak Park served an eviction notice on DePriest in October 2015. At the eviction hearing, Oak Park argued that it could evict DePriest because she was an unauthorized occupant of the Vann site, for which there was no longer a valid lease in place.

¶7 The issue before the circuit court was whether Oak Park management's knowledge of DePriest's occupancy of the Vann site, or her payment of some rent on Vann's behalf, converted DePriest into an authorized occupant with legal rights in the Vann site, thereby entitling DePriest to the protections provided to tenants in mobile home communities with valid leases under WIS. STAT. § 710.15. The circuit court granted a judgment of eviction. DePriest appeals.

¶8 DePriest does not take issue with any fact found by the circuit court. Instead, her primary argument is that the court erred in concluding, based on the undisputed facts, that her occupancy of the mobile home on the Vann site, and her making periodic rent payments due under the Vann site lease, did not constitute a valid tenancy on the Vann site. The application of a legal standard to the undisputed findings of fact is a question of law, which I review de novo. *See Mudrovich v. Soto*, 2000 WI App 174, ¶14, 238 Wis. 2d 162, 617 N.W.2d 242.

¶9 DePriest renews her argument on appeal that her occupancy and periodic payments made her a periodic tenant under WIS. STAT. § 704.01(2) or a tenant at will under § 704.01(5). In arguing that she became a tenant, DePriest emphasizes two facts summarized above: that Oak Park management knew she had been residing in the mobile home on the Vann site starting in November 2014, and that Oak Park management accepted rent payments directly from DePriest starting in November 2014 to meet some of Vann's obligations under the Vann

site lease. For the first time in her reply brief, DePriest appears to argue that because she is a periodic tenant or tenant at will under ch. 704, Oak Park violated the terms of her tenancy when it evicted her under the mobile home rules contained in WIS. STAT. § 710.15.<sup>5</sup>

¶10 I conclude that DePriest is not entitled to the protections afforded tenants in mobile home communities under WIS. STAT. § 710.15. In sum, assuming without deciding that DePriest’s conduct could have qualified her to be a periodic tenant or a tenant at will under the subsections of WIS. STAT. § 704 cited in the prior paragraph, DePriest’s occupancy provided no protections under § 710.15 because she never had a lease agreement with Oak Park. Indeed, at the time of the eviction there was no lease covering the Vann site. I reject DePriest’s argument based on ch. 704 because the more specific rules contained in § 710.15 govern this circumstance. *See Rouse v. Theda Clark Med. Ctr., Inc.*, 2007 WI 87, ¶37, 302 Wis. 2d 358, 735 N.W.2d 30.

¶11 Chapter 704 of the Wisconsin Statutes contains the statutory rights and duties of landlords and tenants. DePriest fails to recognize that WIS. STAT. § 710.15, which contains rules specifically governing manufactured and mobile home communities, is the pertinent statute for purposes of analysis here. That is, § 710.15 sets forth rules governing mobile home communities as they apply to mobile home tenants who fit the definition of either an “occupant” or a “resident” of a mobile home community. *See* §§ 710.15 (1)(c) and (f).

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<sup>5</sup> The title of WIS. STAT. § 710.15 uses the term “regulations,” but I use the word “rules” because I think it could be confusing to refer to statutory subsections as regulations.

¶12 DePriest appears to argue that, because she fit the definition of either a periodic tenant or a tenant at will under ch. 704, this entitles her to the protections governing the termination of mobile home tenancies under WIS. STAT. § 710.15. DePriest fails to explain why it could matter whether she fit into one or both of these definitions in ch. 704. As discussed above, qualifying as a tenant under the landlord-tenant provisions in ch. 704 does not entitle a person to the mobile home community-specific rights and obligations in § 710.15. DePriest fails to explain why I should ignore the subparts of § 710.15, which must be met in order to be afforded the protections provided to mobile home community tenants.

¶13 In particular, under subsection (1m) of WIS. STAT. § 710.15, all agreements for the rental of mobile home sites “shall be by lease.” Furthermore, § 710.15(1)(ag) defines a lease as “a written agreement” between an operator of the mobile home community and a resident. I have summarized above the uncontested facts establishing that there was no written agreement in this case. Without a written agreement, DePriest resided in Vann’s mobile home, at least for a time, in the status of a guest of Vann’s.<sup>6</sup> When the term of the Vann site lease ended, DePriest did not acquire any legal right from either Oak Park or Vann, and did not retain a right to remain on the Vann site. Even if DePriest had been entitled to protection under the § 710.15 rules as an occupant at some point, her rights under this statute would have terminated along with the Vann site lease.

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<sup>6</sup> The expired Vann lease agreement provided the following pertinent language:

Any person other than those listed on [the] application and approved by [Oak Park], shall be considered a guest. In order for a guest to reside in a home on the Premises for more than 14 days within any given 30 day period, the person must obtain permission from [Oak Park,] which may be granted or denied at [Oak Park’s] sole discretion.

¶14 In sum, I conclude that without a lease DePriest could not meet the legal definition of an occupant or a resident at Oak Park Terrace under WIS. STAT. § 710.15, and therefore she is not entitled to the legal protections available under § 710.15.<sup>7</sup>

*By the Court.*—Judgment affirmed.

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

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<sup>7</sup> For the first time on appeal, DePriest argues that Oak Park violated an administrative code regulation by evicting DePriest. See WIS. ADMIN. CODE § ATCP 125.04(2) (Dec. 2013) (limiting the ability of operators of mobile home communities to restrict tenants' choices of vendors for purchases of goods or services). DePriest did not preserve this argument in the circuit court, and I reject this argument as forfeited. See *Schill v. Wisconsin Rapids Sch. Dist.*, 2010 WI 86, ¶45 n.21, 327 Wis. 2d 572, 786 N.W.2d 177 (issues not raised in the circuit court may be deemed forfeited). Moreover, if I were to address the merits I would reject this argument, because the regulation is irrelevant to the question of whether DePriest held a valid tenancy at Oak Park Terrace under WIS. STAT. § 710.15.

