

Wisconsin

Landlord - Tenant Laws Complete Guide



Wisconsin Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

Table of Contents

1. Security Deposit
2. Lease, Rent & Fees
3. Notices and Entry

Introduction

This comprehensive guide provides a complete overview of Wisconsin's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Wisconsin.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: There is no statutory cap on the amount a landlord may charge for a security deposit on residential leases. Landlords have the flexibility to set the security deposit amount at their discretion.

Legal Statute:

Current through September 30, 2024

Section ATCP 134.06 - Security deposits

(1) CHECK-IN PROCEDURES; PRE-EXISTING DAMAGES.

(a) Before a landlord accepts a security deposit, or converts an earnest money deposit to a security deposit under s. ATCP 134.05, the landlord shall notify the tenant in writing that the tenant may do any of the following by a specified deadline date which is not less than 7 days after the start of tenancy:

1. Inspect the dwelling unit and notify the landlord of any preexisting damages or defects.
2. Request a list of physical damages or defects, if any, charged to the previous tenant's security deposit. The landlord may require the tenant to make this request, if any, in writing.

(b) If a tenant makes a request under par. (a) 2., the landlord shall provide the tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless of whether those damages or defects have been repaired. The landlord shall provide the list within 30 days after the landlord receives the request, or within 7 days after the landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. The landlord may explain that some or all of the listed damages or defects have been repaired, if that is the case. The landlord need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

(2) RETURNING SECURITY DEPOSITS. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under sub. (3), within 21 days after any of the following:

(a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.

(b) If the tenant vacates the premises or is evicted before termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord rerents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.

(c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under s. 799.45(2), Stats.

Note: A rent payment in excess of one month's prepaid rent is considered a "security deposit" as defined under s. ATCP 134.02(11). This chapter does not prevent a landlord from collecting more than one month's prepaid rent. However, if the landlord holds any rent prepayment in excess of one month's prepaid rent when the tenant surrenders the premises, the landlord must treat that excess as a "security deposit" under sub. (2).

Note: See *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), regarding the award of damage claims for failure to comply with provisions of this chapter related to security deposits and earnest money deposits.

(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

(a) Standard withholding provisions. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

1. Except as provided in par. (c), tenant damage, waste, or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
5. Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435(3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.
6. Any other payment for a reason provided in a nonstandard rental provision document described in par. (b).

(b) Nonstandard rental provisions. Except as provided in par. (c), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in par. (a) 1. to 5. Any such nonstandard rental provisions shall be provided to the tenant in a separate written document

entitled \"NONSTANDARD RENTAL PROVISIONS.\" The landlord shall specifically identify each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has agreed to it.

Note: The separate written document under par. (b) may be pre-printed.

(c) Normal wear and tear. This subsection does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

Note: For example, a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no unusual damage caused by tenant abuse.

Note: A lease may include a contractual provision requiring the tenant to pay for routine carpet cleaning. OAG 4-13. Even if the lease includes the permitted provision, the cost for routine carpet cleaning may not be collected by the landlord in advance because all prepayments in excess of one month's rent must be treated as \"security deposit.\" Even if the lease includes the permitted provision, a landlord may not deduct the cost of routine carpet cleaning from the security deposit, which cannot be withheld for normal wear and tear under sub. (3).

(4) SECURITY DEPOSIT WITHHOLDING; STATEMENT OF CLAIMS.

(a) If any portion of a security deposit is withheld by a landlord, the landlord shall, within the time period and in the manner specified under sub. (2), deliver or mail to the tenant a written statement accounting for all amounts withheld. The statement shall describe 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.

(b) No landlord may intentionally misrepresent or falsify any claim against a security deposit, including the cost of repairs, or withhold any portion of a security deposit pursuant to an intentionally falsified claim.

(5) TENANT FAILURE TO LEAVE FORWARDING ADDRESS. A landlord who has otherwise complied with this section shall not be considered in violation solely because the postal service has been unable to complete mail delivery to the person addressed. This subsection does not affect any other rights that a tenant may have under law to the return of a security deposit.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.06

Cr. Register, February, 1980, No. 290, eff. 5-1-80; r. and recr. (1) to (3), Register, December, 1998, No. 516, eff. 1-1-99; correction in (1) (a) (intro.) made under s. 13.93(2m) (b) 7, Stats., Register, June, 1999, No. 522; correction in (3) (a) 5. made under s. 13.93(2m) (b) 7, Stats., Register October 2004 No. 586.

Amended by, CR 14-038: r. and recr. (2), cr. (3) (a) (title), am. (3) (a) (intro.), 1., 3. to 6., cr. (3) (b) (title), am. (3) (b), cr. (3) (c) (title), am. (3) (c) Register August 2015 No. 716, eff. 11/1/2015

Amended by, correction in (2) (intro.) made under s. 35.17, Stats., Register June 2018 No. 750, eff. 7/1/2018

"Deliver" includes delivery by an agent of the landlord such as a private courier service.

Security Deposit Interest:

What This Means: No statute.

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit

What This Means: There is no requirement for a separate pet deposit because there is no legal limit on the amount a landlord can charge for a security deposit. Landlords are permitted to charge tenants up to \$20 for conducting a background or credit check.

Legal Statute:

Current through August 26, 2024

Section ATPC 134.05 - Earnest money deposits and credit check fees(1) **ACCEPTING AN EARNEST MONEY DEPOSIT.** A landlord may not accept an earnest money deposit or security deposit from a rental applicant until the landlord identifies to the applicant the dwelling unit or units for which that applicant is being considered for tenancy.

Note: A credit check fee authorized under sub. (4) is not an "earnest money deposit" or a "security deposit." See definition of "earnest money deposit" under s. ATPC 134.02(3).

(2) **REFUNDING OR CREDITING AN EARNEST MONEY DEPOSIT.**(a) A landlord who receives an earnest money deposit from a rental applicant shall send the full deposit to the applicant by first-class mail, or shall deliver the full deposit to the applicant, by the end of the next business day after any of the following occurs:1. The landlord rejects the rental application or refuses to enter into a rental agreement with the applicant.2. The applicant withdraws the rental application before the landlord accepts that application.3. The landlord fails to approve the rental application by the end of the third business day after the landlord accepts the applicant's earnest money deposit, or by a later date to which the tenant agrees in writing. The later date may not be more than 21 calendar days after the landlord accepts the earnest money deposit.(b) A landlord who receives an earnest money deposit from a rental applicant shall do one of the following if the landlord enters into a rental agreement with that applicant:1. Apply the earnest money deposit as rent or as a security deposit.2. Return the earnest money deposit to the tenant.(c) A person giving an earnest money deposit to a landlord does not waive his or her right to the full refund or credit owed under par. (a) or (b) merely by accepting a partial payment or credit of that amount.(3) **WITHHOLDING AN EARNEST MONEY DEPOSIT.**(a) A landlord may withhold from a properly accepted earnest money deposit if the prospective tenant fails to enter into a rental agreement after being approved for tenancy, unless the landlord has significantly altered the rental terms previously disclosed to the tenant.(b) A landlord may withhold from an earnest money deposit, under par. (a), an amount sufficient to compensate the landlord for actual costs and damages incurred because of the prospective tenant's failure to enter into a rental agreement. The landlord may not withhold for lost rents unless the landlord has made a reasonable effort to mitigate those losses, as provided under s. 704.29, Stats.

Note: See *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), regarding the award of damage claims for failure to comply with provisions of this chapter related to security deposits. The same method of computing a tenant's damages may apply to violations related to earnest money deposits.(4) **CREDIT CHECK FEE.**(a) Except as provided under par. (b), a landlord may require a prospective tenant to pay the landlord's actual cost, up to the amount specified in s. 704.085(1)(a), Stats., to obtain a consumer credit report on the prospective tenant from a consumer reporting agency that compiles and maintains files on consumers on a nationwide basis. The landlord shall notify the prospective tenant of the charge before requesting the consumer credit report, and shall provide the prospective tenant with a copy of the report.(b) A landlord may not require a prospective tenant to pay for a consumer credit report under par. (a) if, before the landlord requests a consumer credit report, the prospective tenant provides the landlord with a

consumer credit report, from a consumer credit reporting agency that compiles and maintains files on consumers on a nationwide basis that is less than 30 days old.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.05

Cr. Register, February, 1980, No. 290, eff. 5-1-80; reprinted to correct error in (1) (a), Register, March, 1984, No.339; r. and recr., Register, December, 1998, No 516, eff. 1-1-99. Amended by, CR 20-033: am. (4) (a) Register October 2021 No. 790, eff. 11-1-21; correction in (4) (a) made under s. 35.17, Stats., Register October 2021 No. 790, eff. 11/1/2021

Paragraph (b) does not prohibit a landlord from obtaining a more current consumer credit check at the landlord's expense.

Deadline for Returning Security Deposit:

What This Means: Landlords must return a tenant's security deposit within 21 days after the rental agreement concludes, or within 21 days from when a new tenant's lease begins (if the landlord re-rents the property before the original lease terminates).

Legal Statute:

Current through September 30, 2024

Section ATCP 134.06 - Security deposits

(1) CHECK-IN PROCEDURES; PRE-EXISTING DAMAGES.

(a) Before a landlord accepts a security deposit, or converts an earnest money deposit to a security deposit under s. ATCP 134.05, the landlord shall notify the tenant in writing that the tenant may do any of the following by a specified deadline date which is not less than 7 days after the start of tenancy:

1. Inspect the dwelling unit and notify the landlord of any preexisting damages or defects.
2. Request a list of physical damages or defects, if any, charged to the previous tenant's security deposit. The landlord may require the tenant to make this request, if any, in writing.

(b) If a tenant makes a request under par. (a) 2., the landlord shall provide the tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless of whether those damages or defects have been repaired. The landlord shall provide the list within 30 days after the landlord receives the request, or within 7 days after the landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. The landlord may explain that some or all of the listed damages or defects have been repaired, if that is the case.

The landlord need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

(2) RETURNING SECURITY DEPOSITS. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under sub. (3), within 21 days after any of the following:

(a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.

(b) If the tenant vacates the premises or is evicted before termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord rerents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.

(c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under s. 799.45(2), Stats.

Note: A rent payment in excess of one month's prepaid rent is considered a "security deposit" as defined under s. ATCP 134.02(11). This chapter does not prevent a landlord from collecting more than one month's prepaid rent. However, if the landlord holds any rent prepayment in excess of one month's prepaid rent when the tenant surrenders the premises, the landlord must treat that excess as a "security deposit" under sub. (2).

Note: See *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), regarding the award of damage claims for failure to comply with provisions of this chapter related to security deposits and earnest money deposits.

(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

(a) Standard withholding provisions. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

1. Except as provided in par. (c), tenant damage, waste, or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.

5. Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435(3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.

6. Any other payment for a reason provided in a nonstandard rental provision document described in par. (b).

(b) Nonstandard rental provisions. Except as provided in par. (c), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in par. (a) 1. to 5. Any such nonstandard rental provisions shall be provided to the tenant in a separate written document entitled \"NONSTANDARD RENTAL PROVISIONS.\" The landlord shall specifically identify each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has agreed to it.

Note: The separate written document under par. (b) may be pre-printed.

(c) Normal wear and tear. This subsection does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

Note: For example, a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no unusual damage caused by tenant abuse.

Note: A lease may include a contractual provision requiring the tenant to pay for routine carpet cleaning. OAG 4-13. Even if the lease includes the permitted provision, the cost for routine carpet cleaning may not be collected by the landlord in advance because all prepayments in excess of one month's rent must be treated as \"security deposit.\" Even if the lease includes the permitted provision, a landlord may not deduct the cost of routine carpet cleaning from the security deposit, which cannot be withheld for normal wear and tear under sub. (3).

(4) SECURITY DEPOSIT WITHHOLDING; STATEMENT OF CLAIMS.

(a) If any portion of a security deposit is withheld by a landlord, the landlord shall, within the time period and in the manner specified under sub. (2), deliver or mail to the tenant a written statement accounting for all amounts withheld. The statement shall describe 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.

(b) No landlord may intentionally misrepresent or falsify any claim against a security deposit, including the cost of repairs, or withhold any portion of a security deposit pursuant to an intentionally falsified claim.

(5) TENANT FAILURE TO LEAVE FORWARDING ADDRESS. A landlord who has otherwise complied with this section shall not be considered in violation solely because the postal service has been unable to complete mail delivery to the person addressed. This subsection does not affect any other rights that a tenant may have under law to the return of a security deposit.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.06

Cr. Register, February, 1980, No. 290, eff. 5-1-80; r. and recr. (1) to (3), Register, December, 1998, No. 516, eff. 1-1-99; correction in (1) (a) (intro.) made under s. 13.93(2m) (b) 7, Stats., Register, June, 1999, No. 522; correction in (3) (a) 5. made under s. 13.93(2m) (b) 7, Stats., Register October 2004 No. 586.

Amended by, CR 14-038: r. and recr. (2), cr. (3) (a) (title), am. (3) (a) (intro.), 1., 3. to 6., cr. (3) (b) (title), am. (3) (b), cr. (3) (c) (title), am. (3) (c) Register August 2015 No. 716, eff. 11/1/2015

Amended by, correction in (2) (intro.) made under s. 35.17, Stats., Register June 2018 No. 750, eff. 7/1/2018

"Deliver" includes delivery by an agent of the landlord such as a private courier service.

Security Deposit: Permitted Uses of the Deposit

What This Means: No statute.

Legal Statute:

No content available

Security Deposit can be Withheld:

What This Means: A landlord may withhold portions of a tenant's security deposit only for specific, necessary expenses related to the rental property. These allowable deductions include:

- Costs to repair tenant-caused damage, waste, or neglect of the property (with certain exceptions).
- Any unpaid rent owed by the tenant, per state statute s. 704.29.
- Utility charges the tenant agreed to pay for services provided by the landlord but not covered in the rent.
- Utility costs directly billed to the tenant by a government-owned utility, but for which the landlord may be held liable if the tenant fails to pay.

- Unpaid monthly municipal fees assessed against the tenant by local authorities, for which the landlord may become liable if the tenant does not pay.

- Other specific charges as outlined in a nonstandard rental provision document signed by the tenant.

Legal Statute:

Current through September 30, 2024

Section ATCP 134.06 - Security deposits

(1) CHECK-IN PROCEDURES; PRE-EXISTING DAMAGES.

(a) Before a landlord accepts a security deposit, or converts an earnest money deposit to a security deposit under s. ATCP 134.05, the landlord shall notify the tenant in writing that the tenant may do any of the following by a specified deadline date which is not less than 7 days after the start of tenancy:

1. Inspect the dwelling unit and notify the landlord of any preexisting damages or defects.

2. Request a list of physical damages or defects, if any, charged to the previous tenant's security deposit. The landlord may require the tenant to make this request, if any, in writing.

(b) If a tenant makes a request under par. (a) 2., the landlord shall provide the tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless of whether those damages or defects have been repaired. The landlord shall provide the list within 30 days after the landlord receives the request, or within 7 days after the landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. The landlord may explain that some or all of the listed damages or defects have been repaired, if that is the case. The landlord need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

(2) RETURNING SECURITY DEPOSITS. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under sub. (3), within 21 days after any of the following:

(a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.

(b) If the tenant vacates the premises or is evicted before termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord rerents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.

(c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under s. 799.45(2), Stats.

Note: A rent payment in excess of one month's prepaid rent is considered a "security deposit" as defined under s. ATCP 134.02(11). This chapter does not prevent a landlord from collecting more than one month's prepaid rent. However, if the landlord holds any rent prepayment in excess of one month's prepaid rent when the tenant surrenders the premises, the landlord must treat that excess as a "security deposit" under sub. (2).

Note: See *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), regarding the award of damage claims for failure to comply with provisions of this chapter related to security deposits and earnest money deposits.

(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

(a) Standard withholding provisions. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

1. Except as provided in par. (c), tenant damage, waste, or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
5. Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435(3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.
6. Any other payment for a reason provided in a nonstandard rental provision document described in par. (b).

(b) Nonstandard rental provisions. Except as provided in par. (c), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in par. (a) 1. to 5. Any such nonstandard rental provisions shall be provided to the tenant in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has agreed to it.

Note: The separate written document under par. (b) may be pre-printed.

(c) Normal wear and tear. This subsection does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

Note: For example, a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no unusual damage caused by tenant abuse.

Note: A lease may include a contractual provision requiring the tenant to pay for routine carpet cleaning. OAG 4-13. Even if the lease includes the permitted provision, the cost for routine carpet cleaning may not be collected by the landlord in advance because all prepayments in excess of one month's rent must be treated as "security deposit." Even if the lease includes the permitted provision, a landlord may not deduct the cost of routine carpet cleaning from the security deposit, which cannot be withheld for normal wear and tear under sub. (3).

(4) SECURITY DEPOSIT WITHHOLDING; STATEMENT OF CLAIMS.

(a) If any portion of a security deposit is withheld by a landlord, the landlord shall, within the time period and in the manner specified under sub. (2), deliver or mail to the tenant a written statement accounting for all amounts withheld. The statement shall describe 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.

(b) No landlord may intentionally misrepresent or falsify any claim against a security deposit, including the cost of repairs, or withhold any portion of a security deposit pursuant to an intentionally falsified claim.

(5) TENANT FAILURE TO LEAVE FORWARDING ADDRESS. A landlord who has otherwise complied with this section shall not be considered in violation solely because the postal service has been unable to complete mail delivery to the person addressed. This subsection does not affect any other rights that a tenant may have under law to the return of a security deposit.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.06

Cr. Register, February, 1980, No. 290, eff. 5-1-80; r. and recr. (1) to (3), Register, December, 1998, No. 516, eff. 1-1-99; correction in (1) (a) (intro.) made under s. 13.93(2m) (b) 7, Stats., Register, June, 1999, No. 522; correction in (3) (a) 5. made under s. 13.93(2m) (b) 7, Stats., Register October 2004 No. 586.

Amended by, CR 14-038: r. and recr. (2), cr. (3) (a) (title), am. (3) (a) (intro.), 1.,

Require Written Description/Itemized List of Damages and Charges:

What This Means: If any portion of a security deposit is withheld by a landlord, the landlord must, within the time period and in the manner specified under sub. (2), deliver or mail to the

tenant a written statement accounting for all amounts withheld. The statement must describe each item of physical damages or any other claims made against the security deposit, and the amount withheld as reasonable compensation for each item or claim.

Legal Statute:

Current through September 30, 2024

Section ATCP 134.06 - Security deposits

(1) CHECK-IN PROCEDURES; PRE-EXISTING DAMAGES.

(a) Before a landlord accepts a security deposit, or converts an earnest money deposit to a security deposit under s. ATCP 134.05, the landlord shall notify the tenant in writing that the tenant may do any of the following by a specified deadline date which is not less than 7 days after the start of tenancy:

1. Inspect the dwelling unit and notify the landlord of any preexisting damages or defects.
2. Request a list of physical damages or defects, if any, charged to the previous tenant's security deposit. The landlord may require the tenant to make this request, if any, in writing.

(b) If a tenant makes a request under par. (a) 2., the landlord shall provide the tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless of whether those damages or defects have been repaired. The landlord shall provide the list within 30 days after the landlord receives the request, or within 7 days after the landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. The landlord may explain that some or all of the listed damages or defects have been repaired, if that is the case. The landlord need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

(2) RETURNING SECURITY DEPOSITS. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under sub. (3), within 21 days after any of the following:

- (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.
- (b) If the tenant vacates the premises or is evicted before termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord rerents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.
- (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under s. 799.45(2), Stats.

Note: A rent payment in excess of one month's prepaid rent is considered a "security deposit" as defined under s. ATCP 134.02(11). This chapter does not prevent a landlord from collecting more than one month's prepaid rent. However, if the landlord holds any rent prepayment in excess of one month's prepaid rent when the tenant surrenders the premises, the landlord must treat that excess as a "security deposit" under sub. (2).

Note: See *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), regarding the award of damage claims for failure to comply with provisions of this chapter related to security deposits and earnest money deposits.

(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

(a) Standard withholding provisions. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

1. Except as provided in par. (c), tenant damage, waste, or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
5. Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435(3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.
6. Any other payment for a reason provided in a nonstandard rental provision document described in par. (b).

(b) Nonstandard rental provisions. Except as provided in par. (c), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in par. (a) 1. to 5. Any such nonstandard rental provisions shall be provided to the tenant in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has agreed to it.

Note: The separate written document under par. (b) may be pre-printed.

(c) Normal wear and tear. This subsection does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

Note: For example, a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no unusual damage caused by tenant abuse.

Note: A lease may include a contractual provision requiring the tenant to pay for routine carpet cleaning. OAG 4-13. Even if the lease includes the permitted provision, the cost for routine carpet cleaning may not be collected by the landlord in advance because all prepayments in excess of one month's rent must be treated as "security deposit." Even if the lease includes the permitted provision, a landlord may not deduct the cost of routine carpet cleaning from the security deposit, which cannot be withheld for normal wear and tear under sub. (3).

(4) SECURITY DEPOSIT WITHHOLDING; STATEMENT OF CLAIMS.

(a) If any portion of a security deposit is withheld by a landlord, the landlord shall, within the time period and in the manner specified under sub. (2), deliver or mail to the tenant a written statement accounting for all amounts withheld. The statement shall describe 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.

(b) No landlord may intentionally misrepresent or falsify any claim against a security deposit, including the cost of repairs, or withhold any portion of a security deposit pursuant to an intentionally falsified claim.

(5) TENANT FAILURE TO LEAVE FORWARDING ADDRESS. A landlord who has otherwise complied with this section shall not be considered in violation solely because the postal service has been unable to complete mail delivery to the person addressed. This subsection does not affect any other rights that a tenant may have under law to the return of a security deposit.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.06

Cr. Register, February, 1980, No. 290, eff. 5-1-80; r. and recr. (1) to (3), Register, December, 1998, No. 516, eff. 1-1-99; correction in (1) (a) (intro.) made under s. 13.93(2m) (b) 7, Stats., Register, June, 1999, No. 522; correction in (3) (a) 5. made under s. 13.93(2m) (b) 7, Stats., Register October 2004 No. 586.

Amended by, CR 14-038: r. and recr. (2), cr. (3) (a) (title), am. (3) (a) (intro.), 1., 3. to 6., cr. (3) (b) (title), am. (3) (b), cr. (3) (c) (title), am. (3) (c) Register August 2015 No. 716, eff. 11/1/2015

Amended by, correction in (2) (intro.) made under s. 35.17, Stats., Register June 2018

Receipt of Security Deposit:

What This Means: If paid in cash, or requested by the tenant, a written receipt is required.

Legal Statute:

Current through September 30, 2024

Section ATCP 134.06 - Security deposits

(1) CHECK-IN PROCEDURES; PRE-EXISTING DAMAGES.

(a) Before a landlord accepts a security deposit, or converts an earnest money deposit to a security deposit under s. ATCP 134.05, the landlord shall notify the tenant in writing that the tenant may do any of the following by a specified deadline date which is not less than 7 days after the start of tenancy:

1. Inspect the dwelling unit and notify the landlord of any preexisting damages or defects.
2. Request a list of physical damages or defects, if any, charged to the previous tenant's security deposit. The landlord may require the tenant to make this request, if any, in writing.

(b) If a tenant makes a request under par. (a) 2., the landlord shall provide the tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless of whether those damages or defects have been repaired. The landlord shall provide the list within 30 days after the landlord receives the request, or within 7 days after the landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. The landlord may explain that some or all of the listed damages or defects have been repaired, if that is the case. The landlord need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

(2) RETURNING SECURITY DEPOSITS. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under sub. (3), within 21 days after any of the following:

- (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.
- (b) If the tenant vacates the premises or is evicted before termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord rerents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.
- (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under s. 799.45(2), Stats.

Note: A rent payment in excess of one month's prepaid rent is considered a \"security deposit\" as defined under s. ATCP 134.02(11). This chapter does not prevent a landlord from collecting more than one month's prepaid rent. However, if the landlord holds any rent prepayment in

excess of one month's prepaid rent when the tenant surrenders the premises, the landlord must treat that excess as a "security deposit" under sub. (2).

Note: See *Pierce v. Norwick*, 202 Wis. 2d 588 (1996), regarding the award of damage claims for failure to comply with provisions of this chapter related to security deposits and earnest money deposits.

(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

(a) Standard withholding provisions. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

1. Except as provided in par. (c), tenant damage, waste, or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
5. Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435(3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.
6. Any other payment for a reason provided in a nonstandard rental provision document described in par. (b).

(b) Nonstandard rental provisions. Except as provided in par. (c), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in par. (a) 1. to 5. Any such nonstandard rental provisions shall be provided to the tenant in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has agreed to it.

Note: The separate written document under par. (b) may be pre-printed.

(c) Normal wear and tear. This subsection does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

Note: For example, a landlord may not withhold from tenant's security deposit for routine painting or carpet cleaning, where there is no unusual damage caused by tenant abuse.

Note: A lease may include a contractual provision requiring the tenant to pay for routine carpet cleaning. OAG 4-13. Even if the lease includes the permitted provision, the cost for routine carpet cleaning may not be collected by the landlord in advance because all prepayments in excess of one month's rent must be treated as "security deposit." Even if the lease includes the permitted provision, a landlord may not deduct the cost of routine carpet cleaning from the security deposit, which cannot be withheld for normal wear and tear under sub. (3).

(4) SECURITY DEPOSIT WITHHOLDING; STATEMENT OF CLAIMS.

(a) If any portion of a security deposit is withheld by a landlord, the landlord shall, within the time period and in the manner specified under sub. (2), deliver or mail to the tenant a written statement accounting for all amounts withheld. The statement shall describe 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.

(b) No landlord may intentionally misrepresent or falsify any claim against a security deposit, including the cost of repairs, or withhold any portion of a security deposit pursuant to an intentionally falsified claim.

(5) TENANT FAILURE TO LEAVE FORWARDING ADDRESS. A landlord who has otherwise complied with this section shall not be considered in violation solely because the postal service has been unable to complete mail delivery to the person addressed. This subsection does not affect any other rights that a tenant may have under law to the return of a security deposit.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.06

Cr. Register, February, 1980, No. 290, eff. 5-1-80; r. and recr. (1) to (3), Register, December, 1998, No. 516, eff. 1-1-99; correction in (1) (a) (intro.) made under s. 13.93(2m) (b) 7, Stats., Register, June, 1999, No. 522; correction in (3) (a) 5. made under s. 13.93(2m) (b) 7, Stats., Register October 2004 No. 586.

Amended by, CR 14-038: r. and recr. (2), cr. (3) (a) (title), am. (3) (a) (intro.), 1., 3. to 6., cr. (3) (b) (title), am. (3) (b), cr. (3) (c) (title), am. (3) (c) Register August 2015 No. 716, eff. 11/1/2015

Amended by, correction in (2) (intro.) made under s. 35.17, Stats., Register June 2018 No. 750, eff. 7/1/2018

"Deliver" includes delivery by an agent of the landlord such as a private courier service.

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: No statute.

Legal Statute:

No content available

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: Landlords are required to give at least 28 days' notice for a Month-to-Month lease.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.19 - Notice necessary to terminate periodic tenancies and tenancies at will

(1) SCOPE OF SECTION. The following types of tenancies, however created, are subject to this section:

(a) A periodic tenancy, whether a tenancy from year-to-year, from month-to-month, or for any other periodic basis according to which rent is regularly payable; and

(b) A tenancy at will.

(2) REQUIREMENT OF NOTICE.

(a) A periodic tenancy or a tenancy at will can be terminated by either the landlord or the tenant only by giving to the other party written notice complying with this section, unless any of the following conditions is met:

1. The parties have agreed expressly upon another method of termination and the parties' agreement is established by clear and convincing proof.
2. Termination has been effected by a surrender of the premises.
3. Subsection (6) applies.

(b) 1. A periodic tenancy can be terminated by notice under this section only at the end of a rental period. In the case of a tenancy from year-to-year the end of the rental period is the end of the rental year even though rent is payable on a more frequent basis.

2. Notwithstanding subd. 1., nothing in this section prevents termination of a tenancy before the end of a rental period because of an imminent threat of serious physical harm, as provided in s. 704.16, or for criminal activity or drug-related criminal activity, nonpayment of rent, or breach of any other condition of the tenancy, as provided in s. 704.17.

(3) LENGTH OF NOTICE. At least 28 days' notice must be given except in the following cases: If rent is payable on a basis less than monthly, notice at least equal to the rent-paying period is sufficient; all agricultural tenancies from year-to-year require at least 90 days' notice.

(4) CONTENTS OF NOTICE. Notice must be in writing, formal or informal, and substantially inform the other party to the landlord-tenant relation of the intent to terminate the tenancy and the date of termination. A notice is not invalid because of errors in the notice which do not mislead, including omission of the name of one of several landlords or tenants.

(5) EFFECT OF INACCURATE TERMINATION DATE IN NOTICE. If a notice provides that a periodic tenancy is to terminate on the first day of a succeeding rental period rather than the last day of a rental period, and the notice was given in sufficient time to terminate the tenancy at the end of the rental period, the notice is valid; if the notice was given by the tenant, the landlord may require the tenant to remove on the last day of the rental period, but if the notice was given by the landlord the tenant may remove on the last day specified in the notice. If a notice specified any other inaccurate termination date, because it does not allow the length of time required under sub. (3) or because it does not correspond to the end of a rental period in the case of a periodic tenancy, the notice is valid but not effective until the first date which could have been properly specified in such notice subsequent to the date specified in the notice, but the party to whom the notice is given may elect to treat the date specified in the notice as the legally effective date. If a notice by a tenant fails to specify any termination date, the notice is valid but not effective until the first date which could have been properly specified in such notice as of the date the notice is given.

(6) TENANT MOVING OUT WITHOUT NOTICE. If any periodic tenant vacates the premises without notice to the landlord and fails to pay rent when due for any period, such tenancy is

terminated as of the first date on which it would have terminated had the landlord been given proper notice on the day the landlord learns of the removal.

(7) WHEN NOTICE GIVEN. Notice is given on the day specified below, which is counted as the first day of the notice period:

(a) The day of giving or leaving under s. 704.21(1) (a) and (2) (a) and (b).

(b) The day of leaving or affixing a copy or the date of mailing, whichever is later, under s. 704.21(1) (b) and (c).

(c) The 2nd day after the day of mailing if the mail is addressed to a point within the state, and the 5th day after the day of mailing in all other cases, under s. 704.21(1) (d) and (2) (c).

(d) The day of service under s. 704.21(1) (e) and (2) (d). (e) The day of actual receipt by the other party under s. 704.21(5).

(8) EFFECT OF NOTICE. If a notice is given as required by this section, the tenant is not entitled to possession or occupancy of the premises after the date of termination as specified in the notice.

Wis. Stat. § 704.19

Amended by Acts 2015 ch, 176, s 28, eff. 3/2/2016. 1993 a. 486; 1995 a. 225; 2001 a. 103; 2007 a. 184.

Late Fees:

What This Means: Late fees are allowed, but all fees must be disclosed in the lease.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.17 - Notice terminating tenancies for failure to pay rent or other breach by tenant

(1g) DEFINITION. In this section, "rent" includes any rent that is past due and any late fees owed for rent that is past due.

(1p) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES.

(a) If a month-to-month tenant or a week-to-week tenant fails to pay rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. A month-to-month tenancy is terminated if the landlord, while the tenant

is in default in payment of rent, gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a month-to-month tenant commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if any of the following applies:

1. The landlord gives the tenant a notice that requires the tenant to either remedy the default or vacate the premises no later than a date at least 5 days after the giving of the notice, and the tenant fails to comply with the notice. A tenant is considered to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If, within one year from receiving a notice under this subdivision, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's rental agreement, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

2. The landlord gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a week-to-week or month-to-month tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES.

(a) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any installment of rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. If a tenant has been given such a notice and has paid the rent on or before the specified date, or been permitted by the landlord to remain in possession contrary to such notice, and if within one year of any prior default in payment of rent for which notice was given the tenant fails to pay a subsequent installment of rent on time, the tenant's tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice requiring the tenant to remedy the default or vacate the premises on or before a date at least 5 days after the giving of the notice, and if the tenant fails to comply with such notice. A tenant is deemed to be complying with the notice if promptly upon receipt of such notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If within one year from the giving of any such notice, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a tenant who is under a lease for a term of one year or less or who is a year-to-year tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(d) This subsection does not apply to week-to-week or month-to-month tenants.

(3) LEASE FOR MORE THAN ONE YEAR.

(a) If a tenant under a lease for more than one year fails to pay rent when due, or commits waste, or breaches any other covenant or condition of the tenant's lease, the tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay the rent, repair the waste, or otherwise comply with the lease on or before a date at least 30 days after the giving of the notice, and if the tenant fails to comply with the notice. A tenant is deemed to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach; but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

(b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more than one year if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis

for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(3m) CRIMINAL ACTIVITY.

(a) In this subsection:

1. "Controlled substance" has the meaning given in s. 961.01(4).

2. "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of a disabled person, as defined in s. 100.264(1) (a), and that is manufactured by, used by, or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.

(b)

1. Notwithstanding subs. (1p) (b), (2) (b), and (3) (a), and except as provided in par. (c), a landlord may, upon notice to the tenant, terminate the tenancy of a tenant, without giving the tenant an opportunity to remedy the default, if the tenant, a member of the tenant's household, or a guest or other invitee of the tenant or of a member of the tenant's household engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other tenants; engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises; engages in any criminal activity that threatens the health or safety of the landlord or an agent or employee of the landlord; or engages in any drug-related criminal activity on or near the premises. The notice shall require the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance; include a description of the criminal activity or drug-related criminal activity, the date on which the activity took place, and the identity or description of the individuals engaging in the activity; advise the tenant that he or she may seek the assistance of legal counsel, a volunteer legal clinic, or a tenant resource center; and state that the tenant has the right to contest the allegations in the notice before a court commissioner or judge if an eviction action is filed. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the landlord by the greater preponderance of the credible evidence of the allegation in the notice.

2. To terminate a tenancy under this subsection, it is not necessary that the individual committing the criminal activity or drug-related criminal activity has been arrested for or convicted of the criminal activity or drug-related criminal activity.

(c) Paragraph (b) does not apply to a tenant who is the victim, as defined in s. 950.02(4), of the criminal activity.

(4) FORM OF NOTICE AND MANNER OF GIVING. Notice must be in writing and given as specified in s. 704.21. If so given, the tenant is not entitled to possession or occupancy of the premises after the date of termination specified in the notice.

(4m) EFFECT OF INCORRECT AMOUNT IN NOTICE. A notice for failure to pay rent or any other amount due under the rental agreement that includes an incorrect statement of the amount due is valid unless any of the following applies:

- (a) The landlord's statement of the amount due is intentionally incorrect.
- (b) The tenant paid or tendered payment of the amount the tenant believes to be due.

(5) CONTRARY PROVISION IN THE LEASE.

(a) Except as provided in par. (b), provisions in the lease or rental agreement for termination contrary to this section are invalid except in leases for more than one year.

(b) Provisions in any lease or rental agreement for termination contrary to sub. (3m) are invalid.

Wis. Stat. § 704.17

Amended by Acts 2018 ch, 317,s 45, eff. 4/18/2018.

Amended by Acts 2018 ch, 317,s 44, eff. 4/18/2018.

Amended by Acts 2018 ch, 317,s 43, eff. 4/18/2018.

Amended by Acts 2015 ch, 176,s 27, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 26, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 25, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 24, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 23, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 22, eff. 3/2/2016.

1981 c. 286; 1993 a. 139, 486; 1995 a. 267; 2005 a. 281; 2011 a. 143.

Only a limited number of defenses may be raised in an eviction action, including defenses as to the landlord's title to the premises and whether the eviction was in retaliation for the tenant's reporting housing violations, but not including violations of federal antitrust and state franchise laws as well as public policy defenses. *Clark Oil & Refining Corp. v. Leistikow*, 69 Wis. 2d 226, 230 N.W.2d 736 (1975). Absent notice of termination, the violation of the terms of a lease that required landlord permission for long-term guests did not result in the tenants losing their rights to possession of the property. Consequently the tenants' guests were on the premises with the legal possessor's permission and were not trespassers. *Johnson v. Blackburn*, 220 Wis. 2d 260, 582 N.W.2d 488 (Ct. App. 1998), 97-1414. Federal law, 42 U.S.C. § 1437d(l)(6), preempts the right-to-remedy provision of sub. (2) (b) when a public housing tenant is evicted for engaging in "drug-related criminal activity" within the meaning of 42 U.S.C. § 1437d(l). A right to cure past illegal drug activity is counter to Congress' goal of providing drug-free public housing and is in conflict with Congress' method of achieving that goal by allowing eviction of tenants who engage in drug-related criminal activity. *Milwaukee City Housing Authority v. Cobb*, 2015 WI 27, 361 Wis. 2d 359, 860 N.W.2d 267, 13-2207.

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: Any rent payment that is more than one month's prepaid rent is considered to be a security deposit. Nothing prevents a landlord from collecting more than one month's rent as security.

Legal Statute:

Current through September 30, 2024

Section ATCP 134.02 - Definitions

(1)"Building and housing codes" means laws, ordinances, or governmental regulations concerning the construction, maintenance, habitability, operation, occupancy, use or appearance of any premises or dwelling unit.

(1m)"Consumer credit report" has the meaning given for "consumer report" in 15 USC 1681 a(d).

(1r)"Consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" has the meaning given in 15 USC 1681 a(p), and includes the agency's contract affiliates.

(2)"Dwelling unit" means a structure or that part of a structure that is primarily used as a home, residence, or place of abode. The term includes a manufactured home as defined in s. ATCP s 125.01(1) or site as defined in s. ATCP 125.01(7).

(3)"Earnest money deposit" means the total of any payments or deposits, however denominated or described, given by a prospective tenant to a landlord in return for the option of entering into a rental agreement in the future, or for having a rental agreement considered by a landlord. "Earnest money deposit" does not include a fee which a landlord charges for a credit check in compliance with s. ATCP 134.05(3).

(5) "Landlord" means the owner or lessor of a dwelling unit under any rental agreement, and any agent acting on the owner's or lessor's behalf. The term includes sublessors, other than persons subleasing individual units occupied by them.

(6) "Lease" means a lease as defined in s. 704.01(1), Stats.

(7) "Owner" means one or more persons, jointly or severally, vested with all or part of the legal title to the premises or all or part of the beneficial ownership and right to present use and enjoyment of the premises. The term includes a mortgagee in possession.

(8) "Person" means an individual, partnership, corporation, association, estate, trust, and any other legal or business entity.

(9) "Premises" means the property covered by the lease, including not only the realty and fixtures, but also any personal property furnished with the realty.

(10) "Rental agreement" means an oral or written agreement between a landlord and tenant, for the rental or lease of a specific dwelling unit or premises, in which the landlord and tenant agree on the essential terms of the tenancy, such as rent. "Rental agreement" includes a lease. "Rental agreement" does not include an agreement to enter into a rental agreement in the future.

Note: By approving an individual as a prospective tenant, a landlord does not necessarily enter into a "rental agreement" with that individual, or vice-versa. A "rental agreement: (creating a tenancy interest in real estate) arises only after the parties agree on the essential terms of tenancy, including the specific dwelling unit which the tenant will occupy and the amount of rent which the tenant will pay for that dwelling unit.

(11) "Security deposit" means the total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligations, and includes all rent payments in excess of 1 month's prepaid rent.

(12) "Tenant" means a person occupying, or entitled to present or future occupancy of a dwelling unit under a rental agreement, and includes persons occupying dwelling units under periodic tenancies and tenancies at will. The term applies to persons holding over after termination of tenancy until removed from the dwelling unit by sheriff's execution of a judicial writ of restitution issued under s. 799.44, Stats. It also applies to persons entitled to the return of a security deposit, or an accounting for the security deposit.

(13) "Tenancy" means occupancy, or a right to present occupancy under a rental agreement, and includes periodic tenancies and tenancies at will. The term does not include the occupancy of a dwelling unit without consent of the landlord after expiration of a lease or termination of tenancy under ch. 704, Stats.

(14) "Tourist or transient occupants" means tourists or other persons who occupy a dwelling unit for less than 60 days while traveling away from their permanent place of residence.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.02

Cr. Register, February, 1980, No. 290, eff. 5-1-80; am. (2), Register, February, 1987, No. 374, eff. 3-1-87; correction in (12) made under s. 13.93(2m) (b) 7, Stats., Register, April, 1993, No. 448; cr. (1m), (1r) and (14), am. (3) and (10), r. (4), Register, December, 1998, No. 516, eff. 1-1-99; CR 13-027: am. (2) Register December 2013 No. 696, eff. 1-1-14.

Amended by, CR 14-038: am. (2), (9), (10) Register August 2015 No. 716, eff. 11/1/2015

Returned Check Fees:

What This Means: No statute.

Legal Statute:

No content available

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: The tenant is allowed to withhold rent if the property is severely damaged or uninhabitable.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.07 - Repairs; untenability

(1) APPLICATION OF SECTION. This section applies to any nonresidential tenancy if there is no contrary provision in writing signed by both parties and to all residential tenancies. An agreement to waive the requirements of this section in a residential tenancy, including an agreement in a rental agreement, is void. Nothing in this section is intended to affect rights and duties arising under other provisions of the statutes.

(2) DUTY OF LANDLORD.

(a) Except for repairs made necessary by the negligence of, or improper use of the premises by, the tenant, the landlord has a duty to do all of the following:

1. Keep in a reasonable state of repair portions of the premises over which the landlord maintains control.

2. Keep in a reasonable state of repair all equipment under the landlord's control necessary to supply services that the landlord has expressly or impliedly agreed to furnish to the tenant, such as heat, water, elevator, or air conditioning.

3. Make all necessary structural repairs.

4. Except for residential premises subject to a local housing code, and except as provided in sub. (3) (b), repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition.

5. For a residential tenancy, comply with any local housing code applicable to the premises.

(b) If the premises are part of a building, other parts of which are occupied by one or more other tenants, negligence or improper use by one tenant does not relieve the landlord from the landlord's duty as to the other tenants to make repairs as provided in par. (a).

(bm) A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any building code or housing code violation to which all of the following apply:

1. The landlord has actual knowledge of the violation.

2. The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises.

3. The violation presents a significant threat to the prospective tenant's health or safety.

4. The violation has not been corrected.

(c) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this subsection is inapplicable and either sub. (3) or (4) governs.

(3) DUTY OF TENANT.

(a) If the premises are damaged, including by an infestation of insects or other pests, due to the acts or inaction of the tenant, the landlord may elect to allow the tenant to remediate or repair the damage and restore the appearance of the premises by redecorating. However, the landlord may elect to undertake the remediation, repair, or redecoration, and in such case the tenant must reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proved otherwise by the tenant. Reasonable costs include any of the following:

1. Materials provided or labor performed by the landlord.

2. At a reasonable hourly rate, time the landlord spends doing any of the following:

- a. Purchasing or providing materials.
- b. Supervising an agent of the landlord.
- c. Hiring a 3rd-party contractor.

(b) Except for residential premises subject to a local housing code, the tenant is also under a duty to keep plumbing, electrical wiring, machinery and equipment furnished with the premises in reasonable working order if repair can be made at cost which is minor in relation to the rent.

(c) A tenant in a residential tenancy shall comply with a local housing code applicable to the premises.

(4) UNTENANTABILITY. If the premises become untenable because of damage by fire, water, or other casualty or because of any condition hazardous to health, or if there is a substantial violation of sub. (2) materially affecting the health or safety of the tenant, the tenant may remove from the premises unless the landlord proceeds promptly to repair or rebuild or eliminate the health hazard or the substantial violation of sub. (2) materially affecting the health or safety of the tenant; or the tenant may remove if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding, or elimination would impose undue hardship on the tenant. If the tenant remains in possession and the condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises, rent abates to the extent the tenant is deprived of the full normal use of the premises. This section does not authorize rent to be withheld in full, if the tenant remains in possession. If the tenant justifiably moves out under this subsection, the tenant is not liable for rent after the premises become untenable and the landlord must repay any rent paid in advance apportioned to the period after the premises become untenable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by the tenant.

(5) RESTRICTION OF REGULATION OF ABATEMENT. An ordinance enacted by a city, town, village, or county regulating abatement of rent shall permit abatement only for conditions that materially affect the health or safety of the tenant or substantially affect the use and occupancy of the premises.

Wis. Stat. § 704.07

Amended by Acts 2018 ch, 317,s 40, eff. 4/18/2018.Amended by Acts 2018 ch, 317,s 39, eff. 4/18/2018.Amended by Acts 2018 ch, 317,s 38, eff. 4/18/2018.Amended by Acts 2018 ch, 317,s 37, eff. 4/18/2018.Amended by Acts 2013SP1 ch, 76,s 12, eff. 3/1/2014.1981 c. 286; 1993 a. 213, 486, 491; 2001 a. 103; 2011 a. 143.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute.

Legal Statute:

No content available

Self-Help Evictions:

What This Means: No landlord may exclude, forcibly evict or constructively evict a tenant from a leased property, other than by a specified eviction procedure.

Legal Statute:

(7) SELF-HELP EVICTION. No landlord may exclude, forcibly evict or constructively evict a tenant from a dwelling unit, other than by an eviction procedure specified under ch. 799, Stats.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Fees are permitted to be recovered under certain circumstances. Please see statute.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 799.25 - Costs

The clerk shall without notice to the parties tax and insert in the judgment as costs in favor of the party recovering judgment the following:

- (1) FILING FEE. The fee prescribed in s. 814.62(3) (a), if paid.
- (3) MAILING FEE. The mailing fee prescribed in s. 814.62(4), if paid.
- (5) GARNISHEE FEE. Any garnishee fee paid.
- (6) SERVICE FEES AND OTHER CHARGES. Lawful fees or charges paid to the sheriff, constable or other person for serving the summons or any other document, and charges paid to the sheriff in connection with the execution of any writ of restitution.
- (7) WITNESS FEES. Amounts necessarily paid out for witness fees, including travel, as prescribed in s. 814.67. The fees for witnesses and their travel shall not exceed 50 percent of the amount recovered unless an order is entered specifying the amount to be paid in excess of 50 percent and the reasons therefor.

(9) JURY FEE. The fee prescribed in ss. 814.61(4) and 814.62(3) (e) for a jury if demanded under s. 799.21(3).

(10) ATTORNEY FEES.

(a) Attorney fees as provided in s. 814.04(1) and (6), except if the amount of attorney fees is otherwise specified by statute.

(b) In an action of replevin and attachment the value of the property recovered shall govern the amount of the attorney fees taxable. In an action of eviction the attorney fees taxable shall be \$10 plus such sum as is taxable under par. (a) on account of the recovery of damages.

(c) If judgment is for the defendant, the amount claimed in the complaint, the value of the property sought to be recovered or the amount recovered on the defendant's counterclaim, in the court's discretion, shall govern the amount of the attorney fees that the defendant shall recover, and the defendant is not entitled to recover for cost items the defendant has not advanced.

(d) No attorney fees may be taxed in behalf of any party unless the party appears by an attorney other than himself or herself.

(11) ADDITIONAL COSTS. Additional costs as may be allowed to a municipality under s. 814.63(2).

(12) SECURITY FOR COSTS. When security for costs shall be ordered pursuant to s. 814.28, the maximum amount allowed shall be \$50.

(13) ADDITIONAL COSTS AND DISBURSEMENTS. The court may permit additional costs and disbursements to be taxed pursuant to ch. 814.

Wis. Stat. § 799.25

1971 c. 32; Sup. Ct. Order, 67 Wis. 2d 585, 773 (1975); 1977 c. 187, 449; 1979 c. 32 ss. 66, 92 (16); 1979 c. 176; Stats. 1979 s. 799.25; 1981 c. 317 ss. 85sn to 85sz, 2202; 1981 c. 365, 391; 1987 a. 208; 1989 a. 359; 1993 a. 490.

A court commissioner lacked jurisdiction over a counterclaim alleging a frivolous action, and the commissioner's order finding the claim not frivolous was void. *Hessenius v. Schmidt*, 102 Wis. 2d 697, 307 N.W.2d 232 (1981).

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: In any claim against a tenant for rent and damages, or for either, the amount of recovery is reduced by the net rent obtainable by reasonable efforts to rerent the premises.

Legal Statute:

(1) SCOPE OF SECTION. If a tenant unjustifiably removes from the premises prior to the effective date for termination of the tenant's tenancy and defaults in payment of rent, or if the tenant is removed for failure to pay rent or any other breach of a lease, the landlord can recover rent and damages except amounts which the landlord could mitigate in accordance with this section, unless the landlord has expressly agreed to accept a surrender of the premises and end the tenant's liability. Except as the context may indicate otherwise, this section applies to the liability of a tenant under a lease, a periodic tenant, or an assignee of either.

(2) MEASURE OF RECOVERY.

(a) In this subsection, "reasonable efforts" mean those steps that the landlord would have taken to rent the premises if they had been vacated in due course, provided that those steps are in accordance with local rental practice for similar properties.

(b) In any claim against a tenant for rent and damages, or for either, the amount of recovery is reduced by the net rent obtainable by reasonable efforts to rerent the premises. In the absence of proof that greater net rent is obtainable by reasonable efforts to rerent the premises, the tenant is credited with rent actually received under a rerental agreement minus expenses incurred as a reasonable incident of acts under sub. (4), including a fair proportion of any cost of remodeling or other capital improvements. In any case the landlord can recover, in addition to rent and other elements of damage, all reasonable expenses of listing and advertising incurred in rerenting and attempting to rerent, except as taken into account in computing the net rent under the preceding sentence. If the landlord has used the premises as part of reasonable efforts to rerent, under sub. (4) (c), the tenant is credited with the reasonable value of the use of the premises, which is presumed to be equal to the rent recoverable from the defendant unless the landlord proves otherwise. If the landlord has other similar premises for rent and receives an offer from a prospective tenant not obtained by the defendant, it is reasonable for the landlord to rent the other premises for the landlord's own account in preference to those vacated by the defaulting tenant.

(3) BURDEN OF PROOF. The landlord must allege and prove that the landlord has made efforts to comply with this section. The tenant has the burden of proving that the efforts of the landlord were not reasonable, that the landlord's refusal of any offer to rent the premises or a part thereof was not reasonable, that any terms and conditions upon which the landlord has in fact rerented were not reasonable, and that any temporary use by the landlord was not part of reasonable efforts to mitigate in accordance with sub. (4) (c); the tenant also has the burden of proving the amount that could have been obtained by reasonable efforts to mitigate by rerenting.

(4) ACTS PRIVILEGED IN MITIGATION OF RENT OR DAMAGES. The following acts by the landlord do not defeat the landlord's right to recover rent and damages and do not constitute an acceptance of surrender of the premises:

(a) Entry, with or without notice, for the purpose of inspecting, preserving, repairing, remodeling and showing the premises;

(b) Rerenting the premises or a part thereof, with or without notice, with rent applied against the damages caused by the original tenant and in reduction of rent accruing under the original lease;

(c) Use of the premises by the landlord until such time as rerenting at a reasonable rent is practical, not to exceed one year, if the landlord gives prompt written notice to the tenant that the landlord is using the premises pursuant to this section and that the landlord will credit the tenant with the reasonable value of the use of the premises to the landlord for such a period;

(d) Any other act which is reasonably subject to interpretation as being in mitigation of rent or damages and which does not unequivocally demonstrate an intent to release the defaulting tenant.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: Tenants are usually given a five-day grace period to pay rent after the due date. If the rent payment is not made within this period, the landlord can issue a "Notice to Terminate" (also known as a "Pay or Vacate" notice), which requires the tenant to either pay the past-due rent balance or vacate the premises. The specific timing and type of notice required can vary based on the type of lease agreement, such as month-to-month or fixed-term leases.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.17 - Notice terminating tenancies for failure to pay rent or other breach by tenant

(1g) DEFINITION. In this section, "rent" includes any rent that is past due and any late fees owed for rent that is past due.

(1p) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES.

(a) If a month-to-month tenant or a week-to-week tenant fails to pay rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. A month-to-month tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a month-to-month tenant commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if any of the following applies:

1. The landlord gives the tenant a notice that requires the tenant to either remedy the default or vacate the premises no later than a date at least 5 days after the giving of the notice, and the tenant fails to comply with the notice. A tenant is considered to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If, within one year from receiving a notice under this subdivision, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's rental agreement, other than for payment of rent, the tenant's tenancy is terminated if the

landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

2. The landlord gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a week-to-week or month-to-month tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES.

(a) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any installment of rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. If a tenant has been given such a notice and has paid the rent on or before the specified date, or been permitted by the landlord to remain in possession contrary to such notice, and if within one year of any prior default in payment of rent for which notice was given the tenant fails to pay a subsequent installment of rent on time, the tenant's tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice requiring the tenant to remedy the default or vacate the premises on or before a date at least 5 days after the giving of the notice, and if the tenant fails to comply with such notice. A tenant is deemed to be complying with the notice if promptly upon receipt of such notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If within one year from the giving of any such notice, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's lease, other than for payment of rent, the

tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a tenant who is under a lease for a term of one year or less or who is a year-to-year tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(d) This subsection does not apply to week-to-week or month-to-month tenants.

(3) LEASE FOR MORE THAN ONE YEAR.

(a) If a tenant under a lease for more than one year fails to pay rent when due, or commits waste, or breaches any other covenant or condition of the tenant's lease, the tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay the rent, repair the waste, or otherwise comply with the lease on or before a date at least 30 days after the giving of the notice, and if the tenant fails to comply with the notice. A tenant is deemed to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach; but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

(b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more than one year if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: Landlords are required to provide at least 28 days of notice.

Legal Statute:

(1) SCOPE OF SECTION. The following types of tenancies, however created, are subject to this section:

(a) A periodic tenancy, whether a tenancy from year-to-year, from month-to-month, or for any other periodic basis according to which rent is regularly payable; and

(b) A tenancy at will.

(2) REQUIREMENT OF NOTICE.

(a) A periodic tenancy or a tenancy at will can be terminated by either the landlord or the tenant only by giving to the other party written notice complying with this section, unless any of the following conditions is met:

1. The parties have agreed expressly upon another method of termination and the parties' agreement is established by clear and convincing proof.

2. Termination has been effected by a surrender of the premises.

3. Subsection (6) applies.

(b) 1. A periodic tenancy can be terminated by notice under this section only at the end of a rental period. In the case of a tenancy from year-to-year the end of the rental period is the end of the rental year even though rent is payable on a more frequent basis.

2. Notwithstanding subd. 1., nothing in this section prevents termination of a tenancy before the end of a rental period because of an imminent threat of serious physical harm, as provided in s. 704.16, or for criminal activity or drug-related criminal activity, nonpayment of rent, or breach of any other condition of the tenancy, as provided in s. 704.17.

(3) LENGTH OF NOTICE. At least 28 days' notice must be given except in the following cases: If rent is payable on a basis less than monthly, notice at least equal to the rent-paying period is sufficient; all agricultural tenancies from year-to-year require at least 90 days' notice.

(4) CONTENTS OF NOTICE. Notice must be in writing, formal or informal, and substantially inform the other party to the landlord-tenant relation of the intent to terminate the tenancy and the date of termination. A notice is not invalid because of errors in the notice which do not mislead, including omission of the name of one of several landlords or tenants.

(5) EFFECT OF INACCURATE TERMINATION DATE IN NOTICE. If a notice provides that a periodic tenancy is to terminate on the first day of a succeeding rental period rather than the last day of a rental period, and the notice was given in sufficient time to terminate the tenancy at the end of the rental period, the notice is valid; if the notice was given by the tenant, the landlord may require the tenant to remove on the last day of the rental period, but if the notice was given by the landlord the tenant may remove on the last day specified in the notice. If a notice specified any other inaccurate termination date, because it does not allow the length of time required under sub. (3) or because it does not correspond to the end of a rental period in the case of a periodic tenancy, the notice is valid but not effective until the first date which could have been properly specified in such notice subsequent to the date specified in the notice, but

the party to whom the notice is given may elect to treat the date specified in the notice as the legally effective date. If a notice by a tenant fails to specify any termination date, the notice is valid but not effective until the first date which could have been properly specified in such notice as of the date the notice is given.

(6) TENANT MOVING OUT WITHOUT NOTICE. If any periodic tenant vacates the premises without notice to the landlord and fails to pay rent when due for any period, such tenancy is terminated as of the first date on which it would have terminated had the landlord been given proper notice on the day the landlord learns of the removal.

(7) WHEN NOTICE GIVEN. Notice is given on the day specified below, which is counted as the first day of the notice period:

(a) The day of giving or leaving under s. 704.21(1) (a) and (2) (a) and (b).

(b) The day of leaving or affixing a copy or the date of mailing, whichever is later, under s. 704.21(1) (b) and (c).

(c) The 2nd day after the day of mailing if the mail is addressed to a point within the state, and the 5th day after the day of mailing in all other cases, under s. 704.21(1) (d) and (2) (c).

(d) The day of service under s. 704.21(1) (e) and (2) (d). (e) The day of actual receipt by the other party under s. 704.21(5). (8) EFFECT OF NOTICE. If a notice is given as required by this section, the tenant is not entitled to possession or occupancy of the premises after the date of termination as specified in the notice.

Wis. Stat. § 704.19

Amended by Acts 2015 ch, 176, s 28, eff. 3/2/2016. 1993 a. 486; 1995 a. 225; 2001 a. 103; 2007 a. 184.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: Landlords are required to provide at least five days of notice.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.17 - Notice terminating tenancies for failure to pay rent or other breach by tenant

(1g) DEFINITION. In this section, "rent" includes any rent that is past due and any late fees owed for rent that is past due.

(1p) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES.

(a) If a month-to-month tenant or a week-to-week tenant fails to pay rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. A month-to-month tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a month-to-month tenant commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if any of the following applies:

1. The landlord gives the tenant a notice that requires the tenant to either remedy the default or vacate the premises no later than a date at least 5 days after the giving of the notice, and the tenant fails to comply with the notice. A tenant is considered to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If, within one year from receiving a notice under this subdivision, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's rental agreement, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

2. The landlord gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a week-to-week or month-to-month tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES.

(a) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any installment of rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. If a tenant has been given such a notice and has paid the rent on or before the specified date, or been permitted by the landlord to remain in possession contrary to such notice, and if within one year of any prior default in payment of rent for which notice was given the tenant fails to pay a subsequent

installment of rent on time, the tenant's tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice requiring the tenant to remedy the default or vacate the premises on or before a date at least 5 days after the giving of the notice, and if the tenant fails to comply with such notice. A tenant is deemed to be complying with the notice if promptly upon receipt of such notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If within one year from the giving of any such notice, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a tenant who is under a lease for a term of one year or less or who is a year-to-year tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(d) This subsection does not apply to week-to-week or month-to-month tenants.

(3) LEASE FOR MORE THAN ONE YEAR.

(a) If a tenant under a lease for more than one year fails to pay rent when due, or commits waste, or breaches any other covenant or condition of the tenant's lease, the tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay the rent, repair the waste, or otherwise comply with the lease on or before a date at least 30 days after the giving of the notice, and if the tenant fails to comply with the notice. A tenant is deemed to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach; but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

(b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more than one year if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance

under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(3m) CRIMINAL ACTIVITY.

(a) In this subsection:

1. "Controlled substance" has the meaning given in s. 961.01(4).

2. "Drug-related criminal activity" means criminal activity that involves the manufacture or distribution of a controlled substance. "Drug-related criminal activity" does not include the manufacture, possession, or use of a controlled substance that is prescribed by a physician for the use of a disabled person, as defined in s. 100.264(1) (a), and that is manufactured by, used by, or in the possession of the disabled person or in the possession of the disabled person's personal care worker or other caregiver.

(b)

1. Notwithstanding subs. (1p) (b), (2) (b), and (3) (a), and except as provided in par. (c), a landlord may, upon notice to the tenant, terminate the tenancy of a tenant, without giving the tenant an opportunity to remedy the default, if the tenant, a member of the tenant's household, or a guest or other invitee of the tenant or of a member of the tenant's household engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other tenants; engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises; engages in any criminal activity that threatens the health or safety of the landlord or an agent or employee of the landlord; or engages in any drug-related criminal activity on or near the premises. The notice shall require the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance; include a description of the criminal activity or drug-related criminal activity, the date on which the activity took place, and the identity or description of the individuals engaging in the activity; advise the tenant that he or she may seek the assistance of legal counsel, a volunteer legal clinic, or a tenant resource center; and state that the tenant has the right to contest the allegations in the notice before a court commissioner or judge if an eviction action is filed. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the landlord by the greater preponderance of the credible evidence of the allegation in the notice.

2. To terminate a tenancy under this subsection, it is not necessary that the individual committing the criminal activity or drug-related criminal activity has been arrested for or convicted of the criminal activity or drug-related criminal activity.

(c) Paragraph (b) does not apply to a tenant who is the victim, as defined in s. 950.02(4), of the criminal activity.

(4) FORM OF NOTICE AND MANNER OF GIVING. Notice must be in writing and given as specified in s. 704.21. If so given, the tenant is not entitled to possession or occupancy of the premises after the date of termination specified in the notice.

(4m) EFFECT OF INCORRECT AMOUNT IN NOTICE. A notice for failure to pay rent or any other amount due under the rental agreement that includes an incorrect statement of the amount due is valid unless any of the following applies:

- (a) The landlord's statement of the amount due is intentionally incorrect.
- (b) The tenant paid or tendered payment of the amount the tenant believes to be due.

(5) CONTRARY PROVISION IN THE LEASE.

(a) Except as provided in par. (b), provisions in the lease or rental agreement for termination contrary to this section are invalid except in leases for more than one year.

(b) Provisions in any lease or rental agreement for termination contrary to sub. (3m) are invalid.

Wis. Stat. § 704.17

Amended by Acts 2018 ch, 317,s 45, eff. 4/18/2018.

Amended by Acts 2018 ch, 317,s 44, eff. 4/18/2018.

Amended by Acts 2018 ch, 317,s 43, eff. 4/18/2018.

Amended by Acts 2015 ch, 176,s 27, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 26, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 25, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 24, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 23, eff. 3/2/2016.

Amended by Acts 2015 ch, 176,s 22, eff. 3/2/2016.

1981 c. 286; 1993 a. 139, 486; 1995 a. 267; 2005 a. 281; 2011 a. 143.

Only a limited number of defenses may be raised in an eviction action, including defenses as to the landlord's title to the premises and whether the eviction was in retaliation for the tenant's reporting housing violations, but not including violations of federal antitrust and state franchise laws as well as public policy defenses. *Clark Oil & Refining Corp. v. Leistikow*, 69 Wis. 2d 226, 230 N.W.2d 736 (1975). Absent notice of termination, the violation of the terms of a lease that required landlord permission for long-term guests did not result in the tenants losing their rights to possession of the property. Consequently the tenants' guests were on the premises with the legal possessor's permission and were not trespassers. *Johnson v. Blackburn*, 220 Wis. 2d 260, 582 N.W.2d 488 (Ct. App. 1998), 97-1414. Federal law, 42 U.S.C. § 1437d(l)(6), preempts the right-to-remedy provision of sub. (2) (b) when a public housing tenant is evicted for engaging in "drug-related criminal activity" within the meaning of 42 U.S.C. § 1437d(l). A right to cure past illegal drug activity is counter to Congress' goal of providing drug-free public housing and is in

conflict with Congress' method of achieving that goal by allowing eviction of tenants who engage in drug-related criminal activity. Milwaukee City Housing Authority v. Cobb, 2015 WI 27, 361 Wis. 2d 359, 860 N.W.2d 267, 13-2207.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: Landlords must give varying notice of termination based on the lease terms. See statute.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.17 - Notice terminating tenancies for failure to pay rent or other breach by tenant

(1g) DEFINITION. In this section, \"rent\" includes any rent that is past due and any late fees owed for rent that is past due.

(1p) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES.

(a) If a month-to-month tenant or a week-to-week tenant fails to pay rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to

pay accordingly. A month-to-month tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a month-to-month tenant commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if any of the following applies:

1. The landlord gives the tenant a notice that requires the tenant to either remedy the default or vacate the premises no later than a date at least 5 days after the giving of the notice, and the tenant fails to comply with the notice. A tenant is considered to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If, within one year from receiving a notice under this subdivision, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's rental agreement, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

2. The landlord gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a week-to-week or month-to-month tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES.

(a) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any installment of rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. If a tenant has been given such a notice and has paid the rent on or before the specified date, or been permitted by the landlord to remain in possession contrary to such notice, and if within one year of any prior default in

payment of rent for which notice was given the tenant fails to pay a subsequent installment of rent on time, the tenant's tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(b) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, commits waste or a material violation of s. 704.07(3) or breaches any covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice requiring the tenant to remedy the default or vacate the premises on or before a date at least 5 days after the giving of the notice, and if the tenant fails to comply with such notice. A tenant is deemed to be complying with the notice if promptly upon receipt of such notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach. If within one year from the giving of any such notice, the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(c) A property owner may terminate the tenancy of a tenant who is under a lease for a term of one year or less or who is a year-to-year tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(d) This subsection does not apply to week-to-week or month-to-month tenants.

(3) LEASE FOR MORE THAN ONE YEAR.

(a) If a tenant under a lease for more than one year fails to pay rent when due, or commits waste, or breaches any other covenant or condition of the tenant's lease, the tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay the rent, repair the waste, or otherwise comply with the lease on or before a date at least 30 days after the giving of the notice, and if the tenant fails to comply with the notice. A tenant is deemed to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and reasonable offer to pay the

landlord all damages for the tenant's breach; but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

(b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more than one year if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83(1) (b), or from the office of the district attorney, that a nuisance under s. 823.113(1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy

Required Notice before Entry:

What This Means: Landlords are required to give 12 hours of notice unless the tenant agrees to less.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.05 - Rights and duties of landlord and tenant in absence of written agreement to contrary

(1) WHEN SECTION APPLICABLE. So far as applicable, this section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. Except as otherwise provided in this section, this section applies to any tenancy.

(2) POSSESSION OF TENANT AND ACCESS BY LANDLORD. Until the expiration date specified in the lease, or the termination of a periodic tenancy or tenancy at will, and so long as the tenant is not in default, the tenant has the right to exclusive possession of the premises, except as hereafter provided. The landlord may upon advance notice and at reasonable times inspect the premises, make repairs and show the premises to prospective tenants or purchasers; and if the tenant is absent from the premises and the landlord reasonably believes that entry is necessary to preserve or protect the premises, the landlord may enter without notice and with such force as appears necessary.

(3) USE OF PREMISES, ADDITIONS OR ALTERATIONS BY TENANT. The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord. The tenant cannot use the premises for any unlawful purpose nor in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.

(4) TENANT'S FIXTURES. At the termination of the tenancy, the tenant may remove any fixtures installed by the tenant if the tenant either restores the premises to their condition prior to

the installation or pays to the landlord the cost of such restoration. Where such fixtures were installed to replace similar fixtures which were part of the premises at the time of the commencement of the tenancy, and the original fixtures cannot be restored the tenant may remove fixtures installed by the tenant only if the tenant replaces them with fixtures at least comparable in condition and value to the original fixtures. The tenant's right to remove fixtures is not lost by an extension or renewal of a lease without reservation of such right to remove. This subsection applies to any fixtures added by the tenant for convenience as well as those added for purposes of trade, agriculture or business; but this subsection does not govern the rights of parties other than the landlord and tenant.

(5) DISPOSITION OF PERSONALTY LEFT BY TENANT.

(a) At the landlord's discretion.

1. If a tenant removes from or is evicted from the premises and leaves personal property, the landlord may presume, in the absence of a written agreement between the landlord and the tenant to the contrary, that the tenant has abandoned the personal property and may, subject to par. (am) and s. 799.45(3m), dispose of the abandoned personal property in any manner that the landlord, in its sole discretion, determines is appropriate.

2. If the landlord disposes of the property by private or public sale, the landlord may send the proceeds of the sale minus any costs of sale and any storage charges if the landlord has first stored the personalty to the department of administration for deposit in the appropriation under s. 20.505(7) (h).

(am) Exception for medical items. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

(b) Notice required if property is a manufactured or mobile home or a vehicle.

1. In this paragraph:

a. "Manufactured home" has the meaning given in s. 101.91(2).

b. "Mobile home" has the meaning given in s. 101.91(10), but does not include a recreational vehicle, as defined in s. 340.01(48r).

c. "Titled vehicle" means a vehicle, as defined in s. 340.01(74), for which a certificate of title has been issued by any agency of this state or another state.

2. If the tenant removes from or is evicted from the premises and leaves behind personal property that is a manufactured home, mobile home, or titled vehicle, before disposing of the

abandoned property the landlord shall give notice of the landlord's intent to dispose of the property by sale or other appropriate means to all of the following:

- a. The tenant, personally or by regular or certified mail addressed to the tenant's last-known address.
- b. Any secured party of which the landlord has actual notice, personally or by regular or certified mail addressed to the secured party's last-known address.

(bf) Notice that landlord will not store property. If the landlord does not intend to store personal property left behind by a tenant, except as provided in par. (am), the landlord shall provide written notice to a tenant, when the tenant enters into or renews a rental agreement, that the landlord will not store any items of personal property that the tenant leaves behind when the tenant removes from, or if the tenant is evicted from, the premises, except as provided in par. (am). Notwithstanding pars. (a), (am), and (b), if the landlord has not provided to a tenant the notice required under this paragraph, the landlord shall comply with s. 704.05, 2009 stats., with respect to any personal property left behind by the tenant when the tenant removes from the premises, or if the tenant is evicted from the premises and the landlord notifies the sheriff under s. 799.45(3m).

(c) Rights of 3rd persons. The landlord's power to dispose as provided by this subsection applies to any property left on the premises by the tenant, whether owned by the tenant or by others. The power to dispose under this subsection applies notwithstanding any rights of others existing under any claim of ownership or security interest, but is subject to s. 321.62. The tenant or any secured party has the right to redeem the property at any time before the landlord has disposed of it or entered into a contract for its disposition by payment of any expenses that the landlord has incurred with respect to the disposition of the property.

(cm) Inapplicability to self-storage facilities. This subsection does not apply to a lessee of a self-storage unit or space within a self-storage facility under s. 704.90.

Wis. Stat. § 704.05

Amended by Acts 2013SP1 ch, 76,s 9, eff. 3/1/2014.

1993 a. 374, 486; 2001 a. 16; 2003 a. 33; 2005 a. 253; 2011 a. 32, 143.

Any act of the landlord that so interferes with the tenant's enjoyment or possession of the premises as to render them unfit for occupancy for the purposes for which they were leased is an eviction releasing the tenant from the obligation to pay rent. *First Wisconsin Trust Co. v. L. Wiemann Co.* 93 Wis. 2d 258, 286 N.W.2d 360 (1980). An allegation in a lessee's complaint that the premises were undamaged did not relieve the lessor of the burden to prove damages. *Rivera v. Eisenberg*, 95 Wis. 2d 384, 290 N.W.2d 539 (Ct. App. 1980). Landlords' liability for defective premises: caveat lessee, negligence, or strict liability? Love, 1975 WLR 19. How Wisconsin Circuit Courts Can Ensure Proper Service in Eviction Actions After 2013 Wisconsin Act 76. Ahrendt. 2014 WLR 1201.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Landlords are required to give 12 hours of notice unless the tenant agrees to less.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.05 - Rights and duties of landlord and tenant in absence of written agreement to contrary

(1) WHEN SECTION APPLICABLE. So far as applicable, this section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. Except as otherwise provided in this section, this section applies to any tenancy.

(2) POSSESSION OF TENANT AND ACCESS BY LANDLORD. Until the expiration date specified in the lease, or the termination of a periodic tenancy or tenancy at will, and so long as the tenant is not in default, the tenant has the right to exclusive possession of the premises, except as hereafter provided. The landlord may upon advance notice and at reasonable times inspect the premises, make repairs and show the premises to prospective tenants or purchasers; and if the tenant is absent from the premises and the landlord reasonably believes that entry is necessary to preserve or protect the premises, the landlord may enter without notice and with such force as appears necessary.

(3) USE OF PREMISES, ADDITIONS OR ALTERATIONS BY TENANT. The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord. The tenant cannot use the premises for any unlawful purpose nor in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.

(4) TENANT'S FIXTURES. At the termination of the tenancy, the tenant may remove any fixtures installed by the tenant if the tenant either restores the premises to their condition prior to the installation or pays to the landlord the cost of such restoration. Where such fixtures were installed to replace similar fixtures which were part of the premises at the time of the commencement of the tenancy, and the original fixtures cannot be restored the tenant may remove fixtures installed by the tenant only if the tenant replaces them with fixtures at least comparable in condition and value to the original fixtures. The tenant's right to remove fixtures is not lost by an extension or renewal of a lease without reservation of such right to remove. This subsection applies to any fixtures added by the tenant for convenience as well as those added for purposes of trade, agriculture or business; but this subsection does not govern the rights of parties other than the landlord and tenant.

(5) DISPOSITION OF PERSONALTY LEFT BY TENANT.

(a) At the landlord's discretion.

1. If a tenant removes from or is evicted from the premises and leaves personal property, the landlord may presume, in the absence of a written agreement between the landlord and the tenant to the contrary, that the tenant has abandoned the personal property and may, subject to par. (am) and s. 799.45(3m), dispose of the abandoned personal property in any manner that the landlord, in its sole discretion, determines is appropriate.

2. If the landlord disposes of the property by private or public sale, the landlord may send the proceeds of the sale minus any costs of sale and any storage charges if the landlord has first stored the personalty to the department of administration for deposit in the appropriation under s. 20.505(7) (h).

(am) Exception for medical items. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

(b) Notice required if property is a manufactured or mobile home or a vehicle.

1. In this paragraph:

a. "Manufactured home" has the meaning given in s. 101.91(2).

b. "Mobile home" has the meaning given in s. 101.91(10), but does not include a recreational vehicle, as defined in s. 340.01(48r).

c. "Titled vehicle" means a vehicle, as defined in s. 340.01(74), for which a certificate of title has been issued by any agency of this state or another state.

2. If the tenant removes from or is evicted from the premises and leaves behind personal property that is a manufactured home, mobile home, or titled vehicle, before disposing of the abandoned property the landlord shall give notice of the landlord's intent to dispose of the property by sale or other appropriate means to all of the following:

a. The tenant, personally or by regular or certified mail addressed to the tenant's last-known address.

b. Any secured party of which the landlord has actual notice, personally or by regular or certified mail addressed to the secured party's last-known address.

(bf) Notice that landlord will not store property. If the landlord does not intend to store personal property left behind by a tenant, except as provided in par. (am), the landlord shall provide written notice to a tenant, when the tenant enters into or renews a rental agreement, that the landlord will not store any items of personal property that the tenant leaves behind when the tenant removes from, or if the tenant is evicted from, the premises, except as provided in par. (am). Notwithstanding pars. (a), (am), and (b), if the landlord has not provided to a tenant the notice required under this paragraph, the landlord shall comply with s. 704.05, 2009 stats., with respect to any personal property left behind by the tenant when the tenant removes from the premises, or if the tenant is evicted from the premises and the landlord notifies the sheriff under s. 799.45(3m).

(c) Rights of 3rd persons. The landlord's power to dispose as provided by this subsection applies to any property left on the premises by the tenant, whether owned by the tenant or by others. The power to dispose under this subsection applies notwithstanding any rights of others existing under any claim of ownership or security interest, but is subject to s. 321.62. The tenant or any secured party has the right to redeem the property at any time before the landlord has disposed of it or entered into a contract for its disposition by payment of any expenses that the landlord has incurred with respect to the disposition of the property.

(cm) Inapplicability to self-storage facilities. This subsection does not apply to a lessee of a self-storage unit or space within a self-storage facility under s. 704.90.

Wis. Stat. § 704.05

Amended by Acts 2013SP1 ch, 76,s 9, eff. 3/1/2014.

1993 a. 374, 486; 2001 a. 16; 2003 a. 33; 2005 a. 253; 2011 a. 32, 143.

Any act of the landlord that so interferes with the tenant's enjoyment or possession of the premises as to render them unfit for occupancy for the purposes for which they were leased is an eviction releasing the tenant from the obligation to pay rent. *First Wisconsin Trust Co. v. L. Wiemann Co.* 93 Wis. 2d 258, 286 N.W.2d 360 (1980). An allegation in a lessee's complaint that the premises were undamaged did not relieve the lessor of the burden to prove damages. *Rivera v. Eisenberg*, 95 Wis. 2d 384, 290 N.W.2d 539 (Ct. App. 1980). Landlords' liability for defective premises: caveat lessee, negligence, or strict liability? Love, 1975 WLR 19. How Wisconsin Circuit Courts Can Ensure Proper Service in Eviction Actions After 2013 Wisconsin Act 76. Ahrendt. 2014 WLR 1201.

Emergency Entry Allowed without Notice:

What This Means: See statute.

Legal Statute:

(1) WHEN SECTION APPLICABLE. So far as applicable, this section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. Except as otherwise provided in this section, this section applies to any tenancy.

(2) POSSESSION OF TENANT AND ACCESS BY LANDLORD. Until the expiration date specified in the lease, or the termination of a periodic tenancy or tenancy at will, and so long as the tenant is not in default, the tenant has the right to exclusive possession of the premises, except as hereafter provided. The landlord may upon advance notice and at reasonable times inspect the premises, make repairs and show the premises to prospective tenants or purchasers; and if the tenant is absent from the premises and the landlord reasonably believes that entry is necessary to preserve or protect the premises, the landlord may enter without notice and with such force as appears necessary.

(3) USE OF PREMISES, ADDITIONS OR ALTERATIONS BY TENANT. The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord. The tenant cannot use the premises for any unlawful purpose nor in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.

(4) TENANT'S FIXTURES. At the termination of the tenancy, the tenant may remove any fixtures installed by the tenant if the tenant either restores the premises to their condition prior to the installation or pays to the landlord the cost of such restoration. Where such fixtures were installed to replace similar fixtures which were part of the premises at the time of the commencement of the tenancy, and the original fixtures cannot be restored the tenant may remove fixtures installed by the tenant only if the tenant replaces them with fixtures at least comparable in condition and value to the original fixtures. The tenant's right to remove fixtures is not lost by an extension or renewal of a lease without reservation of such right to remove. This subsection applies to any fixtures added by the tenant for convenience as well as those added for purposes of trade, agriculture or business; but this subsection does not govern the rights of parties other than the landlord and tenant.

(5) DISPOSITION OF PERSONALTY LEFT BY TENANT. [Full text of extensive subsection 5 as provided in original document]

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes.

Legal Statute:

Current through Acts 2023-2024, ch. 272

Section 704.05 - Rights and duties of landlord and tenant in absence of written agreement to contrary

(1) WHEN SECTION APPLICABLE. So far as applicable, this section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. Except as otherwise provided in this section, this section applies to any tenancy.

(2) POSSESSION OF TENANT AND ACCESS BY LANDLORD. Until the expiration date specified in the lease, or the termination of a periodic tenancy or tenancy at will, and so long as the tenant is not in default, the tenant has the right to exclusive possession of the premises, except as hereafter provided. The landlord may upon advance notice and at reasonable times inspect the premises, make repairs and show the premises to prospective tenants or purchasers; and if the tenant is absent from the premises and the landlord reasonably believes that entry is necessary to preserve or protect the premises, the landlord may enter without notice and with such force as appears necessary.

(3) USE OF PREMISES, ADDITIONS OR ALTERATIONS BY TENANT. The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord. The tenant cannot use the premises for any unlawful purpose nor in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.

(4) TENANT'S FIXTURES. At the termination of the tenancy, the tenant may remove any fixtures installed by the tenant if the tenant either restores the premises to their condition prior to the installation or pays to the landlord the cost of such restoration. Where such fixtures were installed to replace similar fixtures which were part of the premises at the time of the commencement of the tenancy, and the original fixtures cannot be restored the tenant may remove fixtures installed by the tenant only if the tenant replaces them with fixtures at least comparable in condition and value to the original fixtures. The tenant's right to remove fixtures is not lost by an extension or renewal of a lease without reservation of such right to remove. This subsection applies to any fixtures added by the tenant for convenience as well as those added for purposes of trade, agriculture or business; but this subsection does not govern the rights of parties other than the landlord and tenant.

(5) DISPOSITION OF PERSONALTY LEFT BY TENANT.

(a) At the landlord's discretion.

1. If a tenant removes from or is evicted from the premises and leaves personal property, the landlord may presume, in the absence of a written agreement between the landlord and the tenant to the contrary, that the tenant has abandoned the personal property and may, subject to par. (am) and s. 799.45(3m), dispose of the abandoned personal property in any manner that the landlord, in its sole discretion, determines is appropriate.

2. If the landlord disposes of the property by private or public sale, the landlord may send the proceeds of the sale minus any costs of sale and any storage charges if the landlord has first stored the property to the department of administration for deposit in the appropriation under s. 20.505(7) (h).

(am)Exception for medical items. If the personal property that the tenant leaves behind is prescription medication or prescription medical equipment, the landlord shall hold the property for 7 days from the date on which the landlord discovers the property. After that time, the landlord may dispose of the property in the manner that the landlord determines is appropriate, but shall promptly return the property to the tenant if the landlord receives a request for its return before the landlord disposes of it.

(b)Notice required if property is a manufactured or mobile home or a vehicle.

1. In this paragraph:

a. \"Manufactured home\" has the meaning given in s. 101.91(2).

b. \"Mobile home\" has the meaning given in s. 101.91(10), but does not include a recreational vehicle, as defined in s. 340.01(48r).

c. \"Titled vehicle\" means a vehicle, as defined in s. 340.01(74), for which a certificate of title has been issued by any agency of this state or another state.

2. If the tenant removes from or is evicted from the premises and leaves behind personal property that is a manufactured home, mobile home, or titled vehicle, before disposing of the abandoned property the landlord shall give notice of the landlord's intent to dispose of the property by sale or other appropriate means to all of the following:

a. The tenant, personally or by regular or certified mail addressed to the tenant's last-known address.

b. Any secured party of which the landlord has actual notice, personally or by regular or certified mail addressed to the secured party's last-known address.

(bf)Notice that landlord will not store property. If the landlord does not intend to store personal property left behind by a tenant, except as provided in par. (am), the landlord shall provide written notice to a tenant, when the tenant enters into or renews a rental agreement, that the landlord will not store any items of personal property that the tenant leaves behind when the tenant removes from, or if the tenant is evicted from, the premises, except as provided in par. (am). Notwithstanding pars. (a), (am), and (b), if the landlord has not provided to a tenant the notice required under this paragraph, the landlord shall comply with s. 704.05, 2009 stats., with respect to any personal property left behind by the tenant when the tenant removes from the premises, or if the tenant is evicted from the premises and the landlord notifies the sheriff under s. 799.45(3m).

(c)Rights of 3rd persons. The landlord's power to dispose as provided by this subsection applies to any property left on the premises by the tenant, whether owned by the tenant or by others. The power to dispose under this subsection applies notwithstanding any rights of others existing under any claim of ownership or security interest, but is subject to s. 321.62. The tenant or any secured party has the right to redeem the property at any time before the landlord has disposed of it or entered into a contract for its disposition by payment of any expenses that the landlord has incurred with respect to the disposition of the property.

(cm)Inapplicability to self-storage facilities. This subsection does not apply to a lessee of a self-storage unit or space within a self-storage facility under s. 704.90.

Wis. Stat. § 704.05

Amended by Acts 2013SP1 ch, 76,s 9, eff. 3/1/2014.

1993 a. 374, 486; 2001 a. 16; 2003 a. 33; 2005 a. 253; 2011 a. 32, 143.

Any act of the landlord that so interferes with the tenant's enjoyment or possession of the premises as to render them unfit for occupancy for the purposes for which they were leased is an eviction releasing the tenant from the obligation to pay rent. *First Wisconsin Trust Co. v. L. Wiemann Co.* 93 Wis. 2d 258, 286 N.W.2d 360 (1980). An allegation in a lessee's complaint that the premises were undamaged did not relieve the lessor of the burden to prove damages. *Rivera v. Eisenberg*, 95 Wis. 2d 384, 290 N.W.2d 539 (Ct. App. 1980). Landlords' liability for defective premises: caveat lessee, negligence, or strict liability? Love, 1975 WLR 19. How Wisconsin Circuit Courts Can Ensure Proper Service in Eviction Actions After 2013 Wisconsin Act 76. Ahrendt. 2014 WLR 1201.

Entry Allowed with Notice for Showing the Property:

What This Means: A landlord may enter for the amount of time reasonably required to show the premises to prospective tenants or purchasers.

Legal Statute:

Current through August 26, 2024

Section ATP 134.09 - Prohibited practices

(1) ADVERTISING OR RENTAL OF CONDEMNED PREMISES. No landlord may rent or advertise for rent any premises which have been placarded and condemned for human habitation, or on which a notice of intent to placard and condemn, or an order to raze, or to rehabilitate or raze, or any similar order has been received under state or local laws or ordinances, until and unless all repairs required to bring the property into compliance with the laws or ordinances have been completed.

(2) UNAUTHORIZED ENTRY.

(a) Except as provided under par. (b) or (c), no landlord may do any of the following:

1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time reasonably required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.
2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

(b) Paragraph (a) does not apply to an entry if any of the following applies:

1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.
2. A health or safety emergency exists.
3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from damage.

(c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling unit at reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the nonstandard provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials the nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the tenant has agreed to it.

Note: The separate written document under par. (c) may be pre-printed.

(d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who may be present in the dwelling unit, and identifying himself or herself upon request.

Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is present in the dwelling unit, the landlord must then identify himself or herself upon request.

[The rest of the statute continues as in the original text]

Lockouts Allowed:

What This Means: No.

Legal Statute:

Section ATCP 134.09 - Prohibited practices

(1) ADVERTISING OR RENTAL OF CONDEMNED PREMISES. No landlord may rent or advertise for rent any premises which have been placarded and condemned for human habitation, or on which a notice of intent to placard and condemn, or an order to raze, or to rehabilitate or raze, or any similar order has been received under state or local laws or ordinances, until and unless all repairs required to bring the property into compliance with the laws or ordinances have been completed.

(2) UNAUTHORIZED ENTRY.

(a) Except as provided under par. (b) or (c), no landlord may do any of the following:

1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time reasonably required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

(b) Paragraph (a) does not apply to an entry if any of the following applies:

1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

2. A health or safety emergency exists.

3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from damage.

(c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling unit at reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the nonstandard provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials the nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the tenant has agreed to it.

Note: The separate written document under par. (c) may be pre-printed.

(d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who may be present in the dwelling unit, and identifying himself or herself upon request.

Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is present in the dwelling unit, the landlord must then identify himself or herself upon request.

(3) AUTOMATIC LEASE RENEWAL WITHOUT NOTICE. No landlord shall enforce, or attempt to enforce, an automatic renewal or extension provision in any lease unless, as provided under s. 704.15, Stats., the tenant was given separate written notice of the pending automatic renewal or extension at least 15 days, but no more than 30 days before its stated effective date.

(4) CONFISCATING PERSONAL PROPERTY.

(a) Except as provided in ss. 704.05(5), 704.11 and 779.43, Stats., or by express agreement of the parties, a landlord has no right to a lien and is prohibited from seizing or holding a tenant's property.

(b) An express agreement under par. (a), if any, shall be executed in writing at the time of the initial rental agreement. The landlord shall include the agreement in a separate written document entitled "\"NONSTANDARD RENTAL PROVISION\"" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the agreement with the tenant before the tenant enters into any rental agreement with the landlord. The agreement is not effective unless signed or initialed by the tenant.

Note: See s. 704.11, Stats.

(5) Retaliatory eviction. No landlord shall terminate a tenancy or give notice preventing the automatic renewal of a lease, or constructively evict a tenant by any means including the termination or substantial reduction of heat, water or electricity to the dwelling unit, in retaliation against a tenant because the tenant has:

(a) Reported a violation of this chapter or a building or housing code to any governmental authority, or filed suit alleging such violation; or

(b) Joined or attempted to organize a tenant's union or association; or

(c) Asserted, or attempted to assert any right specifically accorded to tenants under state or local law.

(6) FAILURE TO DELIVER POSSESSION. No landlord shall fail to deliver possession of the dwelling unit to the tenant at the time agreed upon in the rental agreement, except where the

landlord is unable to deliver possession because of circumstances beyond the landlord's control.

(7) SELF-HELP EVICTION. No landlord may exclude, forcibly evict or constructively evict a tenant from a dwelling unit, other than by an eviction procedure specified under ch. 799, Stats.

(8) LATE RENT FEES AND PENALTIES.

(a) No landlord may charge a late rent fee or late rent penalty to a tenant, except as specifically provided under the rental agreement.

(b) Before charging a late rent fee or late rent penalty to a tenant, a landlord shall apply all rent prepayments received from that tenant to offset the amount of rent owed by the tenant.

(c) No landlord may charge any tenant a fee or penalty for nonpayment of a late rent fee or late rent penalty.

(9) MISREPRESENTATIONS.

(a) No landlord may do any of the following for the purpose of inducing any person to enter into a rental agreement:

1. Misrepresent the location, characteristics or equivalency of dwelling units owned or offered by the landlord.

2. Misrepresent the amount of rent or non-rent charges to be paid by the tenant.

3. Fail to disclose, in connection with any representation of rent amount, the existence of any non-rent charges which will increase the total amount payable by the tenant during tenancy.

(b) No landlord may misrepresent to any person, as part of a plan or scheme to rent a dwelling unit to that person, that the person is being considered as a prospective tenant for a different dwelling unit.

Wis. Admin. Code Department of Agriculture, Trade and Consumer Protection ATCP 134.09

Cr. Register, February, 1980, No. 290, eff. 5-1-80; am. (2) and (4), Register, December, 1998, No. 516, eff. 1-1-99.

Amended by, CR 14-038: r. and recr. (4) (a), am. (4) (b) Register August 2015 No. 716, eff. 11/1/2015

Paragraph (b) prohibits \"bait and switch\" rental practices by landlords. See also s. 100.18(9), Stats.

Utility Shut-offs Allowed:

What This Means: No.

Legal Statute:

Current through August 26, 2024

Section ATCP 134.09 - Prohibited practices

(1) ADVERTISING OR RENTAL OF CONDEMNED PREMISES. No landlord may rent or advertise for rent any premises which have been placarded and condemned for human habitation, or on which a notice of intent to placard and condemn, or an order to raze, or to rehabilitate or raze, or any similar order has been received under state or local laws or ordinances, until and unless all repairs required to bring the property into compliance with the laws or ordinances have been completed.

(2) UNAUTHORIZED ENTRY.

(a) Except as provided under par. (b) or (c), no landlord may do any of the following:

1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time reasonably required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

(Remainder of statute continues as in original text...)

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key Wisconsin Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Wisconsin.

© 2025 - Wisconsin Rental Laws Complete Guide

Links To Statutes

- [Wis. Admin. Code §§ 134.06](#) – Security deposits
- [Wis. Admin. Code §§ 134.06\(2\)](#) – Security deposits
- [Wis. Admin. Code §§ 134.06\(4\)](#) – Security deposits
- [Wis. Admin. Code §§ 134.06\(1\)\(a\)](#) – Security deposits
- [Wis. Admin. Code §§ 134.06\(1\)\(b\)](#) – Security deposits
- [Wis. Admin. Code §§ 134.05\(4\)](#) – Earnest money deposits and credit check fees
- [Wis. Admin. Code §§ 134.03\(2a\)](#) – Rental agreements and receipts
- [Wis. Stat. Ann. §§ 704.19\(3\)](#) – Notice necessary to terminate periodic tenancies and tenancies at will
- [Wis. Stat. Ann. §§ 704.15](#) – Requirement that landlord notify tenant of automatic renewal clause
- [Wis. Stat. Ann. §§ 704.07\(4\)](#) – Repairs; untenantability
- [Wis. Admin. Code §§ 134.09\(7\)](#) – Prohibited practices
- [Wis. Stat. Ann. §§ 799.25\(10\)](#) – Costs
- [Wis. Stat. Ann. §§ 704.29\(2\)\(b\)](#) – Recovery of rent and damages by landlord; mitigation
- [Wis. Stat. Ann. §§ 704.17\(1\)](#) – Notice terminating tenancies for failure to pay rent or other breach by tenant
- [Wis. Stat. Ann. §§ 704.17\(2\)\(b\)](#) – Notice terminating tenancies for failure to pay rent or other breach by tenant

- [Wis. Stat. Ann. §§ 704.17\(3\)](#) – Notice terminating tenancies for failure to pay rent or other breach by tenant
- [Wis. Stat. Ann. §§ 704.05\(2\)](#) – Rights and duties of landlord and tenant in absence of written agreement to contrary
- [Wis. Stat. Ann. §§ 704.04\(8\)](#) – Check-in sheet
- [Wis. Stat. Ann. §§ 106.50\(5m\)](#) – Open housing
- [Wis. Stat. Ann. §§ 704.16](#) – Termination of tenancy for imminent threat of serious physical harm; changing locks
- [Wis. Stat. Ann. §§ 704.05\(5\)\(a\)](#) – Rights and duties of landlord and tenant in absence of written agreement to contrary
- [Wis. Stat. Ann. §§ 704.05\(5\)\(2\)](#) – Rights and duties of landlord and tenant in absence of written agreement to contrary
- [Wis. Stat. Ann. §§ 704.45](#) – Retaliatory conduct in residential tenancies prohibited
- [Wis. Admin. Code §§ 134.04\(2\)](#) – Disclosure requirements
- [Wis. Admin. Code §§ 134.04\(1\)](#) – Disclosure requirements
- [Wis. Stat. Ann. §§ 799.01\(2\)](#) – Applicability of chapter
- [Wis. Stat. Ann. §§ 799.40](#) – Eviction actions
- [Wis. Admin. Code ATP § ATP 134.02\(11\)](#) – Definitions
- [Wis. Stat. § 704.02](#) – Severability of rental agreement provisions.