

not paid rent, if the tenant damaged the property, or if the tenant seriously ignored safety codes.

Wisconsin law explains what landlords must do to evict tenants. A landlord must give a tenant proper notice, and they must follow the Small Claims Court procedures for eviction. When a landlord gives a tenant proper notice and follows the correct procedures, they can evict a tenant. But a landlord cannot evict a tenant if the reasons are based upon illegal discrimination or revenge for a tenant reporting code violations or joining a tenants' union.

A tenant may have rights in lieu of or in addition to those acquired by law or the housing code if the tenant rents a subsidized dwelling or rents in a mobile home park.

The following agencies can provide information on whether a tenant or landlord has violated the law, the housing code, or the rental practices code.

WHO TO CONTACT FOR HELP

Federal Trade Commission - Midwest Region

55 West Monroe St., Suite 1825, Chicago, IL 60603
877-382-4357

Consumer Business Counsel

P.O. Box 6190, Wausau, WI 54401
715-845-6908

Tenant Resource Center

1045 East Dayton St., Madison, WI 53707
608-257-0006 www.tenantresourcecenter.org

The following agency can provide assistance in finding a lawyer:

Lawyer Referral and Information Service of the State Bar of Wisconsin

800-362-9082

The following agency may provide tenants with a lawyer for a non-criminal matter, including housing, if the tenant falls within certain low income guidelines:

Wisconsin Judicare Inc.

300 Third St., Suite 210, Wausau, WI 54403
800-472-1638 www.judicare.org

To sue in Small Claims Court or to file an eviction action, contact the following:

Small Claims Court Marathon County Courthouse

500 Forest St., Wausau WI 54401
715-261-1310
<http://www.co.marathon.wi.us/Departments/ClerkofCourts/SmallClaimsInformation.aspx>



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Termination & Eviction

Some people get these terms mixed up.

Termination means ending a rental agreement by written notice. Both the landlord and tenant can do this. Leases usually say how each must give this notice.

Eviction means a landlord goes to court to remove a tenant who broke a lease, disobeyed rules and regulations, or didn't move out when the rental agreement was properly terminated.



Termination & Eviction

When landlords want tenants to leave before the rental agreement ends, they must give tenants a notice terminating their tenancy.

The type of notice landlords must give depends on the type of tenancy the renters have and why the landlord wants them to leave. Landlords must give these different types of notices to terminate tenancy before filing an eviction in court.

Type of Tenancy	Notice Landlord Must Give
Tenant rents month to month or week to week with no written lease. Landlord simply wants him to leave.	Written notice at least 28 days before the end of the rental period. For example, when rent is due July 1, landlord must give notice by June 2.
Tenant rents week to week and doesn't pay his rent.	Written notice to pay or vacate in 5 days.
Tenant rents month to month and doesn't pay his rent.	Written notice to pay or vacate in 5 days or leave on a certain date at least 14 days after the notice, whether tenant pays the overdue rent or not.
Tenant rents month to month and damages the property or breaks the rental agreement (by other than non-payment of rent).	Written notice to leave on certain date at least 14 days after the notice.

Type of Tenancy	Notice Landlord Must Give
Tenant rents with a written lease for one year or less, or rents year to year and doesn't pay his rent.	Written notice to pay or vacate in 5 days. If landlord gives this notice and tenant doesn't pay rent on time again within a year, landlord can give written notice to leave on a certain date at least 14 days after the notice.
Tenant rents with a written lease for one year or less, or rents year to year and damages the property or breaks the rental agreement (by other than non-payment of rent).	Written notice to pay for damages and obey the rental agreement in 5 days or vacate. If landlord gives that notice and tenant again damages the property or breaks the rental agreement, landlord can give written notice to leave on a certain date at least 14 days after the notice.

Landlords must give notice to tenants in one of these ways:

- Landlords must first attempt to give written notice to the tenants personally.
- If the landlord cannot personally give notice, they must leave the notice at the premises with a family member who is at least 14 years old and tell the family member what the notice is.
- If the first 2 options are not possible, a landlord can give the notice to a competent person in charge of the premises and mail a copy to the tenant's last known address.
- When none of the above are possible, the landlord can post the notice on the premises and mail a copy to the tenant's last known address; or
- The landlord can mail a copy of the notice by registered or certified mail to the tenant's last known address; or
- The landlord can have the notice served on the tenant the same way court papers are served.

When a landlord gives a tenant proper notice and terminates the rental agreement but the tenant doesn't leave, the landlord can begin eviction proceedings in court.

If a landlord does not give the required notice, an eviction is not proper. For example, a "pay or vacate in 3 days" notice is not legal. When tenants are not sure the notice they received is legal, they should talk to a lawyer.

Through an eviction proceeding, a landlord can legally remove a tenant from rental property by court order. Courts normally allow a landlord to evict a tenant only when the tenant has seriously broken the rental agreement. For example, if the tenant has