BUREAU OF CONSUMER PROTECTION Consumer Facts

Protecting Wisconsin Consumers for 75 Years

Evictions

If your landlord thinks you have violated the terms of your lease and wants you to move, he or she cannot simply lock you out of your apartment or order you to vacate the premises. The landlord must follow a legal process that ultimately involves filing a lawsuit in small claims court. If a lawsuit is filed, you will be notified of the court hearing and will have an opportunity to tell the judge your side of the story.

Risk of eviction

Tenants who pay partial rent, no rent, or late rent (even one day late) put themselves at risk of eviction. Tenants who break the rules, terms of the rental agreement, or cause damage also put themselves at risk for eviction.

Month-to-month tenancy

Tenants may be given *either* a written "5-Day Quit or Pay Rent Notice" or a 14-day written notice to vacate the property.

- **5-day Notice.** This written notice from the landlord gives the tenant five days to pay rent or move out. If the tenant pays, the tenancy continues. This notice can also be used for violations of the rental agreement or material damage to the property.

- **14-day Notice.** This written notice specifies that the tenancy has ended because the tenant failed to pay the rent, broke the agreement, or damaged the property. This notice does not offer the option of paying the rent and staying in the building. If the landlord wants you to leave the property for violations of the rental agreement, a 14-day notice to vacate the property is usually given.

Termination notices for tenants on leases

When landlords do not receive the rent on time, believe the tenant has broken the rental agreement, or caused damage to the premises, they may serve a 5-day written notice.

- If the tenant pays the rent within 5 days, the tenancy continues. If the tenant fails to pay the rent again within the following 12 months, the landlord may then give a 14-day termination notice for failure to pay rent without any other opportunity for the tenant to continue the tenancy.

- If tenants receive a 5-day notice for breaking the agreement, they may remain if they make a correction and comply. If tenants break any rule or cause damage within the following 12 months, the landlord may give a final 14-day termination notice specifying the breach or damage.

If you refuse to leave the premises after your tenancy has been terminated, the landlord may start an eviction action against you in Small Claims Court. You will be served a summons. This is your notice to appear in court.

It does not mean you are evicted. In court, the judge asks you and the landlord to explain your sides and then will make a decision about your eviction. If you receive a summons for eviction, you may want to seek the help of a legal aid service (look up **LEGAL AID** in the yellow pages of your phone book) or consult with a private attorney (call the State Bar of Wisconsin Lawyer Referral Service at (800) 362-9082 or (608) 257-4666.

Removal from premises

The landlord may not confiscate your personal belongings, turn off your utilities, lock you out of your apartment, or use force to remove you.

If the small claims court judge rules in the landlord's favor, the judge may issue a court order requiring you to leave the property. If you do not, the county sheriff may remove you and your belongings from the premises. These steps may only be taken **after** the small claims court hearing and **after** the judge orders the eviction. If the court determines that you have wrongfully overstayed, the landlord could be awarded twice the amount of rent, prorated on a daily basis, for each day you unlawfully occupy the premises.

For more information or to file a complaint, visit our website or contact the Bureau of Consumer Protection.

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