

TWENTY EIGHT DAY NOTICE TERMINATING TENANCY

1 STATE OF WISCONSIN TO: _____
2 _____ COUNTY _____
3 _____

4 **Description of Premises:** _____
5 _____ ("Premises")

6 **Landlord hereby terminates your tenancy of the Premises effective** _____ , _____ **("Termination**
7 **Date").** *NOTE: The Termination Date must be the last day of the rental period.*

8 **You must vacate and remove all of your property (including property of your guests, invitees, etc.) from the Premises on**
9 **or before the Termination Date.**

10 Dated at _____ , this _____ day of _____ , _____ .

11 _____

12 _____

13 Landlord or Attorney



Served this _____ day of _____ , _____ .
By _____
To _____
Copy Mailed _____

Drafted by Attorney Richard Staff
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RELATED NOTICE STATUTES

14 **704.19 Notice necessary to terminate periodic tenancies and tenancies at will.**

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

16 (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
17 payable; and

18 (b) A tenancy at will.

19 (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
20 to the other party written notice complying with this section, unless any of the following conditions is met:

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

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

23 3. Subsection (6) applies.

24 (b) 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
25 the end of the rental period is the end of the rental year even though rent is payable on a more frequent basis. Nothing in this section prevents
26 termination of a tenancy for nonpayment of rent or breach of any other condition of the tenancy, as provided in s. 704.17.

27 (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
28 at least equal to the rent-paying period is sufficient; all agricultural tenancies from year-to-year require at least 90 days' notice.

29 (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
30 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
31 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
32 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
33 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
34 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
35 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
36 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
37 properly specified in such notice as of the date the notice is given.

38 (6) TENANT MOVING OUT WITHOUT NOTICE. If any periodic tenant vacates the premises without notice to the landlord and fails to pay rent when
39 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
40 day the landlord learns of the removal.

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

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

43 (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);

44 (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,
45 under s. 704.21 (1) (d) and (2) (c);

46 (d) The day of service under s. 704.21 (1) (e) and (2) (d).

47 (e) The day of actual receipt by the other party under s. 704.21 (5).

48 (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
49 the date of termination as specified in the notice.

50 **704.21 Manner of giving notice.**

51 (1) NOTICE BY LANDLORD. Notice by the landlord or a person in the landlord's behalf must be given under this chapter by one of the following
52 methods:

53 (a) By giving a copy of the notice personally to the tenant or by leaving a copy at the tenant's usual place of abode in the presence of some competent
54 member of the tenant's family at least 14 years of age, who is informed of the contents of the notice;

55 (b) By leaving a copy with any competent person apparently in charge of the rented premises or occupying the premises or a part thereof, and by
56 mailing a copy by regular or other mail to the tenant's last-known address;

57 (c) If notice cannot be given under par. (a) or (b) with reasonable diligence, by affixing a copy of the notice in a conspicuous place on the rented
58 premises where it can be conveniently read and by mailing a copy by regular or other mail to the tenant's last-known address;

59 (d) By mailing a copy of the notice by registered or certified mail to the tenant at the tenant's last-known address;

60 (e) By serving the tenant as prescribed in s. 801.11 for the service of a summons.

61 (4) NOTICE TO ONE OF SEVERAL PARTIES. If there are 2 or more landlords or 2 or more cotenants of the same premises, notice given to one
62 is deemed to be given to the others also.

63 (5) EFFECT OF ACTUAL RECEIPT OF NOTICE. If notice is not properly given by one of the methods specified in this section, but is actually
64 received by the other party, the notice is deemed to be properly given; but the burden is upon the party alleging actual receipt to prove the fact by clear
65 and convincing evidence.

66 **704.23 Removal of tenant on termination of tenancy.**

67 If a tenant remains in possession without consent of the tenant's landlord after termination of the tenant's tenancy, the landlord may in every case
68 proceed in any manner permitted by law to remove the tenant and recover damages for such holding over.

69 **704.25 Effect of holding over after expiration of lease; removal of tenant.**

70 (1) REMOVAL AND RECOVERY OF DAMAGES. If a tenant holds over after expiration of a lease, the landlord may in every case proceed in any
71 manner permitted by law to remove the tenant and recover damages for such holding over.