

**THIRTY DAY NOTICE TO VACATE
FOR LEASES OF MORE THAN ONE YEAR**

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

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

6 **Landlord hereby gives notice that you must vacate and remove all of your property (including property of your guests,**
7 **invitees, etc.) from the Premises on or before _____, _____ ("Termination Date"), unless you**
8 **remedy the following defaults by taking the following actions on or before the Termination Date:**

9 CHECK AND COMPLETE AS APPLICABLE

- 10 Pay the unpaid rent in the amount of \$ _____, which was due on _____, _____.
- 11 Pay the unpaid rent in the amount of \$ _____, which was due on _____, _____.
- 12 Pay the amount of \$ _____, for _____
- 13 _____ which was due on _____, _____.
- 14 Remedy the following defaults (describe default(s) in detail and specify exactly what actions the Tenant must take): _____
- 15 _____
- 16 _____
- 17 _____
- 18 _____

19 Your tenancy of the Premises is terminated if you fail to remedy the default(s) on lines 10-18 on or before the Termination Date.

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

21 _____
22 _____

23 Landlord or Attorney

Served this _____ day of _____, _____.

By _____

To _____

Copy _____
Mailed _____



Drafted by Attorney Richard Staff
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RELATED NOTICE STATUTES

24 **704.17 Notice terminating tenancies for failure to pay rent or other breach by tenant.**

25 (3) LEASE FOR MORE THAN ONE YEAR. (a) If a tenant under a lease for more than one year fails to pay rent
26 when due, or commits waste, or breaches any other covenant or condition of the tenant's lease, the tenancy is terminated
27 if the landlord gives the tenant notice requiring the tenant to pay the rent, repair the waste, or otherwise comply with the
28 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.
29 A tenant is deemed to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable
30 steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the
31 landlord and the tenant makes a bona fide and reasonable offer to pay the landlord all damages for the tenant's breach;
32 but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

33 (5) CONTRARY PROVISION IN THE LEASE. Provisions in the lease or rental agreement for termination contrary
34 to this section are invalid except in leases for more than one year.

35 **704.21 Manner of giving notice.**

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

38 (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
39 the presence of some competent member of the tenant's family at least 14 years of age, who is informed of the contents
40 of the notice:

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

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

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

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

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

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

53 **704.23 Removal of tenant on termination of tenancy.**

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

57 **704.25 Effect of holding over after expiration of lease; removal of tenant.**

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

60 **704.27 Damages for failure of tenant to vacate at end of lease or after notice.**

61 If a tenant remains in possession without consent of the tenant's landlord after expiration of a lease or termination of
62 a tenancy by notice given by either the landlord or the tenant, or after termination by valid agreement of the parties, the
63 landlord may recover from the tenant damages suffered by the landlord because of the failure of the tenant to vacate
64 within the time required. In absence of proof of greater damages, the landlord may recover as minimum damages twice
65 the rental value apportioned on a daily basis for the time the tenant remains in possession. As used in this section, rental
66 value means the amount for which the premises might reasonably have been rented, but not less than the amount actually
67 paid or payable by the tenant for the prior rental period, and includes the money equivalent of any obligations undertaken
68 by the tenant as part of the rental agreement, such as payment of taxes, insurance and repairs.