

FIVE DAY NOTICE TO VACATE - NUISANCE

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

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

6 **Landlord hereby terminates your tenancy of the Premises effective _____, _____**
7 **("Termination Date"). You must vacate and remove all or your property (including property of your**
8 **guests, invitees, etc.) from the Premises on or before the Termination Date.**

9 This notice is given as a result of a written notice from a law enforcement agency of a city, town or village dated
10 _____, _____, that a nuisance under Wisconsin Statutes § 823.113 (1) or (1m) (b) exists in your rental
11 unit or that a nuisance was caused by you on the Landlord's property on which the Premises is located.

12 **CHECK LINE 13 OR 14 AND COMPLETE AS APPLICABLE**

13 Attached is the law enforcement notice advising that a nuisance exists under § 823.113 (1) or (1m) (b).
14 This notice is issued based on a law enforcement notice that a (Drug House) (Criminal Gang House)
15 **STRIKE ONE** exists in your rental unit or was caused by you on Landlord's property on which the Premises is
16 located.

17 **You have a right to contest this termination of your tenancy in an eviction action in small claims court.**

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

19 _____
20 _____

21 Landlord or Attorney



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

Drafted by Attorney Richard Staff
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RELATED NOTICE AND NUISANCE STATUTES

22 **704.17 Notice terminating tenancies for failure to pay rent or other breach by tenant.**

23 (1) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES. (c) A property owner may terminate the tenancy of a week-to-week or month-to-
24 month tenant if the property owner receives written notice from a law enforcement agency of a city, town or village that a nuisance under s. 823.113
25 (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
26 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
27 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
28 tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation
29 in the notice from the law enforcement agency of a city, town or village that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit
30 or was caused by that tenant.

31 (2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES. (c) A property owner may terminate
32 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
33 from a law enforcement agency of a city, town or village that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused
34 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
35 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
36 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
37 the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency of a city, town
38 or village that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

39 (3) LEASE FOR MORE THAN ONE YEAR. (b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more
40 than one year if the property owner receives written notice from a law enforcement agency of a city, town or village that a nuisance under s. 823.113
41 (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
42 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
43 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
44 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
45 law enforcement agency of a city, town or village that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by
46 that tenant.

47 **823.113 Drug or criminal gang house a public nuisance.**

48 (1) Any building or structure that is used to facilitate the delivery, distribution or manufacture, as defined in s. 961.01 (6), (9) and (13) respectively,
49 of a controlled substance, as defined in s. 961.01 (4), or a controlled substance analog, as defined in s. 961.01 (4m), and any building or structure where
50 those acts take place, is a public nuisance and may be proceeded against under this section.

51 (1m) (a) In this subsection, "criminal gang" has the meaning given in s. 939.22 (9).

52 (b) Any building or structure that is used as a meeting place of a criminal gang or that is used to facilitate the activities of a criminal gang, is a public
53 nuisance and may be proceeded against under this section.

54 **939.22 Words and phrases defined.**

55 (9) "Criminal gang" means an ongoing organization, association or group of 3 or more persons, whether formal or informal, that has as one of its
56 primary activities the commission of one or more of the criminal acts, or acts that would be criminal if the actor were an adult, specified in s. 939.22
57 (21) (a) to (s); that has a common name or a common identifying sign or symbol; and whose members individually or collectively engage in or have
58 engaged in a pattern of criminal gang activity.

59 **704.21 Manner of giving notice.**

60 (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
61 methods:

62 (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
63 member of the tenant's family at least 14 years of age, who is informed of the contents of the notice;

64 (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
65 mailing a copy by regular or other mail to the tenant's last-known address;

66 (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
67 premises where it can be conveniently read and by mailing a copy by regular or other mail to the tenant's last-known address;

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

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

70 (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
71 is deemed to be given to the others also.

72 (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
73 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
74 and convincing evidence.

75 **704.23 Removal of tenant on termination of tenancy.**

76 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 proceed
77 in any manner permitted by law to remove the tenant and recover damages for such holding over.

78 **704.25 Effect of holding over after expiration of lease; removal of tenant.**

79 (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
80 manner permitted by law to remove the tenant and recover damages for such holding over.

81 **704.27 Damages for failure of tenant to vacate at end of lease or after notice.**

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