

Summary of Notices to Terminate Tenancies in Wisconsin

	Safe Housing Notice Wis. Stat. § 704.16	Nuisance Notice Wis Stat. § 704.17(1)(c), (2)(c), (3)(b)	5-Day Notice Wis Stat. § 704.17(1)(a), (2)(a)	14-Day Notice Wis Stat. § 704.17(1)(a), (1)(b)	28-Day Notice Wis Stat. § 704.19(3)	30-Day Notice Wis. Stat. § 704.17(3)(a)
<p>Written Lease (for one year or less)</p> <p>An agreement, oral or written, for transfer of possession of real property, for a definite period of time.</p> <p>**May be terminated only for a breach of the lease, violation of a tenant’s statutory obligations, or waste committed by the tenant.</p> <p>**Notice is not required where lease is ended provided it does not contain an automatic renewing clause.</p>	<p>No right to cure.</p> <p>Tenant’s notice to landlord—no notice period.</p> <p>Landlord’s notice to offending tenant—at least 5 days.</p>	<p>No right to cure.</p> <p>Notice period—at least 5 days.</p>	<p>Right to cure.</p> <p>Notice period—at least 5 days.</p> <p>To terminate for rent or not-rent related breach—cannot be evicted if rent is paid or reasonable effort to remedy the default or makes a bona fide offer to pay for the damages within 5 days.</p>	<p>No right to cure.</p> <p>Notice period—at least 14 days and need not coincide with last day of the rent period.</p> <p>To terminate for rent or non-rent related breach IF prior 5-day notice was given within past year for SAME category of breach—can be evicted regardless of whether rent is paid.</p>	N/A	<p>Right to cure.</p> <p>Notice period—at least 30 days.</p> <p>To terminate a lease for more than one year for rent or non-rent related breach, unless parties agree otherwise.</p>
<p>Periodic Tenancy (month-to-month) (week-to-week)</p> <p>A tenant who holds possession without a valid lease and pays rent on a periodic basis.</p> <p>**Landlord can generally terminate the tenancy for no reason or for any reason.</p>	<p>No right to cure.</p> <p>Tenant’s notice to landlord—no notice period.</p> <p>Landlord’s notice to offending tenant—at least 5 days.</p>	<p>No right to cure.</p> <p>Notice period—at least 5 days.</p>	<p>Right to cure.</p> <p>Notice period—at least 5 days.</p> <p>To terminate for non-payment of rent—cannot be evicted if rent is paid within 5 days.</p>	<p>No right to cure.</p> <p>Notice period—at least 14 days and need not coincide with last day of the rent period.</p> <p>To terminate for rent or non-rent related breach—can be evicted regardless of whether rent is paid.</p>	<p>No right to cure.</p> <p>Notice period—at least 28 days.</p> <p>No reason necessary for termination.</p> <p>Last day of notice must coincide with last day of rent-paying period.</p>	N/A
<p>Tenancy at Will</p> <p>Any tenant holding with the permission of the tenant’s landlord without a valid lease and under circumstances not involving period payment of rent.</p> <p>**Does not include a person holding possession of real property under a contract of purchase or an employment contract (Wis. Stat. § 704.01(5))</p>	N/A	N/A	N/A	<p>Very rare situation where there is an agreement in place for the tenant to be performing a service, e.g. mowing the lawn and shoveling snow for entire apt. complex.</p>	<p>No right to cure.</p> <p>Notice period—at least 28 days.</p> <p>No reason necessary for termination.</p>	N/A

1. Termination is required to commence eviction proceedings.
2. Notice requirements may not be waived. Wis. Stat. § 704.17(5).