

**NOTICE OF STORAGE OR DISPOSITION OF  
PERSONALTY LEFT BY TENANT**

1 STATE OF WISCONSIN  
2 \_\_\_\_\_ COUNTY  
3

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4 **Description of Premises:** \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_ ("Premises")

7 You have removed from the Premises and have left personal property behind on the Premises. Landlord shall store the  
8 personal property, on or off the Premises, with a lien on the personal property for the actual and reasonable cost of removal  
9 and storage or, if stored by the landlord, for the actual and reasonable value of storage.

10 **Date Storage Began:** \_\_\_\_\_ . **Daily Charges for Storage:** \$ \_\_\_\_\_ .

11 If you fail to reclaim the property and pay the storage and any removal charges within 30 days after the date of personal  
12 service or the date of mailing of this notice, Landlord may dispose of the property by private or public sale or any other  
13 appropriate means. Landlord may deduct from the proceeds of sale any costs of sale and any storage charges if Landlord  
14 has stored the personal property prior to sale. If the proceeds minus the costs of sale and minus any storage charges are  
15 not claimed by you within 60 days after the date of any sale of the personal property, Landlord is not accountable to  
16 you for any of the proceeds of the sale or the value of the property and shall send the proceeds of the sale minus the  
17 costs of the sale and minus any storage charges to the Wisconsin Department of Administration. **NOTE: Medicine and  
18 medical equipment are not subject to these provisions and Landlord shall promptly return them to you upon  
19 request.**

20 **To reclaim your personal property you should contact** \_\_\_\_\_ , **at**  
21 \_\_\_\_\_ .

22 **To claim the proceeds of any sale of your personal property, you should contact** \_\_\_\_\_  
23 \_\_\_\_\_ **at** \_\_\_\_\_ .

24 Dated at \_\_\_\_\_ , this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .

25 \_\_\_\_\_

26 \_\_\_\_\_

27 Landlord or Attorney



Served this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ .  
By \_\_\_\_\_  
To \_\_\_\_\_  
Copy Mailed \_\_\_\_\_

Drafted by Attorney Richard Staff  
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## RELATED NOTICE STATUTES AND RULES

### 28 **704.05 Rights and duties of landlord and tenant in absence of written agreement to contrary.**

29 (1) WHEN SECTION APPLICABLE. So far as applicable, this section governs the rights and duties of the landlord  
30 and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. This section  
31 applies to any tenancy.

32 (5) STORAGE OR DISPOSITION OF PERSONALTY LEFT BY TENANT. (a) Procedure. If a tenant removes from  
33 the premises and leaves personal property, the landlord may do all of the following:

34 1. Store the personalty, on or off the premises, with a lien on the personalty for the actual and reasonable cost of  
35 removal and storage or, if stored by the landlord, for the actual and reasonable value of storage. The landlord shall give  
36 written notice of the storage to the tenant within 10 days after the charges begin. The landlord shall give the notice either  
37 personally or by ordinary mail addressed to the tenant's last-known address and shall state the daily charges for storage.  
38 The landlord may not include the cost of damages to the premises or past or future rent due in the amount demanded  
39 for satisfaction of the lien. The landlord may not include rent charged for the premises in calculating the cost of storage.  
40 Medicine and medical equipment are not subject to the lien under this subdivision, and the landlord shall promptly  
41 return them to the tenant upon request.

42 2. Give the tenant notice, personally or by ordinary mail addressed to the tenant's last-known address, of the landlord's  
43 intent to dispose of the personalty by sale or other appropriate means if the property is not repossessed by the tenant.  
44 If the tenant fails to repossess the property within 30 days after the date of personal service or the date of the mailing  
45 of the notice, the landlord may dispose of the property by private or public sale or any other appropriate means. The  
46 landlord may deduct from the proceeds of sale any costs of sale and any storage charges if the landlord has first stored  
47 the personalty under subd. 1. If the proceeds minus the costs of sale and minus any storage charges are not claimed  
48 within 60 days after the date of the sale of the personalty, the landlord is not accountable to the tenant for any of the  
49 proceeds of the sale or the value of the property. The landlord shall send the proceeds of the sale minus the costs of the  
50 sale and minus any storage charges to the department of administration for deposit in the appropriation under s. 20.505  
51 (7) (gm).

52 3. Store the personalty without a lien and return it to the tenant.

53 (c) Rights of third persons. The landlord's lien and power to dispose as provided by this subsection apply to any property  
54 left on the premises by the tenant, whether owned by the tenant or by others. That lien has priority over any ownership  
55 or security interest, and the power to dispose under this subsection applies notwithstanding rights of others existing  
56 under any claim of ownership or security interest. The tenant or any secured party has the right to redeem the property  
57 at any time before the landlord has disposed of it or entered into a contract for its disposition by payment of the  
58 landlord's charges under par. (a) for removal, storage, disposition and arranging for the sale.

59 (d) Other procedure. The remedies of this subsection are not exclusive and shall not prevent the landlord from resorting  
60 to any other available judicial procedure.

### 61 **ATCP 134.09 Prohibited practices.**

62 (4) CONFISCATING PERSONAL PROPERTY.

63 (a) No landlord may seize or hold a tenant's personal property, or prevent the tenant from taking possession of the  
64 tenant's personal property, except as authorized under s. 704.05(5), Stats., or a written lien agreement between the  
65 landlord and tenant.

66 (b) A lien agreement under par. (a), if any, shall be executed in writing at the time of the initial rental agreement. The  
67 landlord shall include the lien agreement in a separate written document entitled "NONSTANDARD RENTAL  
68 PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the lien  
69 agreement with the tenant before the tenant enters into any rental agreement with the landlord. The lien agreement is  
70 not effective unless signed or initialed by the tenant.

71 Note: See s. 704.11, Stats.