

FOURTEEN DAY NOTICE TERMINATING TENANCY

1 To: _____

2 _____ (list tenant names) (hereinafter "Tenant"):

3 Landlord hereby gives Tenant this Notice with respect to the Premises at _____

4 _____ (state address

5 and apartment/unit number)(hereinafter "Premises"):

6 Your tenancy of the Premises is terminated within fourteen (14) days from service of this Notice.

7 You must vacate and remove all of your property (including property of your guests, invitees, etc.) from the Premises

8 within fourteen (14) days from service hereof.

9 **The tenancy is terminated for:** CHECK AND COMPLETE AS APPLICABLE

10 **Failure to pay rent in the amount of \$** _____ , **which was due** _____ , _____ .

11 **Failure to pay rent in the amount of \$** _____ , **which was due** _____ , _____ .

12 **Failure to pay \$** _____ , **for** _____

13 _____ **which was due** _____ , _____ .

14 **The following breach of contract** (give specific details, refer to agreement provisions and/or rules): _____

15 _____

16 _____

17 _____

18 _____

19 Date Signed: _____

20 (X) _____

21 Landlord/Agent's Signature ▲ Print Company/Individual Name & Capacity Below ▼

22 _____



SERVICE OF NOTICE:

- Copy given to Tenant or left at Premises with Tenant's family member
- Copy left with person in charge of Premises AND copy mailed to Tenant
- Copy affixed to Premises AND copy mailed to Tenant
- Copy mailed to Tenant by registered or certified mail
- Copy served on Tenant by process server/sheriff

Signature: _____

Date: _____

TENANT RECEIPT:

A copy of this Notice was received by me on _____ (date).

Signature: _____

RELATED NOTICE STATUTES

23 **Wis. Stat. § 704.17 Notice terminating tenancies for failure to pay rent or other breach by tenant.**

24 (1) MONTH-TO-MONTH AND WEEK-TO-WEEK TENANCIES. (a) If a month-to-month tenant or a week-to-week
25 tenant fails to pay rent when due, the tenant's tenancy is terminated if the landlord gives the tenant notice requiring the tenant to
26 pay rent or vacate on or before a date at least 5 days after the giving of the notice and if the tenant fails to pay accordingly. A
27 month-to-month tenancy is terminated if the landlord, while the tenant is in default in payment of rent, gives the tenant notice
28 requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

29 (b) If a month-to-month tenant commits waste or a material violation of s. 704.07 (3) or breaches any covenant or condition
30 of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if the landlord gives the tenant notice
31 requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

32 (2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES. (a) If a tenant
33 under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any instalment of rent when due, the tenant's
34 tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay rent or vacate on or before a date at least
35 5 days after the giving of the notice and if the tenant fails to pay accordingly. If a tenant has been given such a notice and has
36 paid the rent on or before the specified date, or been permitted by the landlord to remain in possession contrary to such notice,
37 and if within one year of any prior default in payment of rent for which notice was given the tenant fails to pay a subsequent
38 instalment of rent on time, the tenant's tenancy is terminated if the landlord, while the tenant is in default in payment of rent,
39 gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

40 (b) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, commits waste or a material violation of s.
41 704.07 (3) or breaches any covenant or condition of the tenant's lease, other than for payment of rent, the tenant's tenancy is
42 terminated if the landlord gives the tenant a notice requiring the tenant to remedy the default or vacate the premises on or before
43 a date at least 5 days after the giving of the notice, and if the tenant fails to comply with such notice. A tenant is deemed to be
44 complying with the notice if promptly upon receipt of such notice the tenant takes reasonable steps to remedy the default and
45 proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bona fide and
46 reasonable offer to pay the landlord all damages for the tenant's breach. If within one year from the giving of any such notice,
47 the tenant again commits waste or breaches the same or any other covenant or condition of the tenant's lease, other than for
48 payment of rent, the tenant's tenancy is terminated if the landlord, prior to the tenant's remedying the waste or breach, gives the
49 tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

50 **Wis. Stat. § 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
52 by one of the following 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
54 presence of some competent member of the tenant's family at least 14 years of age, who is informed of the contents of the
55 notice;

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

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

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

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

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

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

68 **Wis. Stat. § 704.25 Effect of holding over after expiration of lease; removal of tenant.**

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

71 **Wis. Stat. § 704.27 Damages for failure of tenant to vacate at end of lease or after notice.**

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