

**FIVE DAY NOTICE
TO REMEDY DEFAULT OR VACATE PREMISES**

1 To: _____

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

4 Landlord hereby gives Tenant this Notice with respect to the Premises at _____
5 _____ (state address
6 and apartment/unit number)(hereinafter "Premises"):

7 **You must vacate and remove all of your property (including property of your guests, invitees, etc.) from the**
8 **Premises within five (5) days from service of this Notice, unless you remedy the following defaults by taking**
9 **the following actions within five (5) days from service hereof:**

10 CHECK AND COMPLETE AS APPLICABLE

- 11 Pay the unpaid rent in the amount of \$ _____ , which was due on _____ , _____ .
- 12 Pay the unpaid rent in the amount of \$ _____ , which was due on _____ , _____ .
- 13 Pay the amount of \$ _____ , for _____
- 14 _____ which was due on _____ , _____ .

15 **Remedy the following defaults** (describe default(s) in detail and specify exactly what actions Tenant must take): _____
16 _____
17 _____
18 _____
19 _____

20 Your tenancy of the Premises is terminated if you fail to remedy the default(s) on lines 11-19 within five (5) days from service
21 hereof.

22 Date Signed: _____

23 (X) _____
24 Landlord/Agent's Signature ▲ Print Company/Individual Name & Capacity Below ▼

25 _____



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

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

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

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

49 **Wis. Stat. § 704.21 Manner of giving notice.**

50 (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
51 following methods:

52 (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
53 some competent member of the tenant's family at least 14 years of age, who is informed of the contents of the notice;

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

56 (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
57 the rented premises where it can be conveniently read and by mailing a copy by regular or other mail to the tenant's last-known address;

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

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

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

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

65 **Wis. Stat. § 704.23 Removal of tenant on termination of tenancy.**

66 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
67 case proceed in any manner permitted by law to remove the tenant and recover damages for such holding over.

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 every case proceed
70 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 tenancy by notice
73 given by either the landlord or the tenant, or after termination by valid agreement of the parties, the landlord may recover from the tenant
74 damages suffered by the landlord because of the failure of the tenant to vacate within the time required. In absence of proof of greater
75 damages, the landlord may recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant
76 remains in possession. As used in this section, rental value means the amount for which the premises might reasonably have been rented,
77 but not less than the amount actually paid or payable by the tenant for the prior rental period, and includes the money equivalent of any
78 obligations undertaken by the tenant as part of the rental agreement, such as payment of taxes, insurance and repairs.