



# HOUSING STABILITY

LEGAL ACTION OF WISCONSIN  
Robert Henderson

WHO ARE WE,



AND WHY ARE WE HERE?



# I. HOUSING BASICS & EVICTION

Leases & Rental Agreements

Types of Tenancies

Termination Notices

Eviction Process

# LEASES & RENTAL AGREEMENTS

Contracts

Written or Oral

End Date

Lease: Fixed

Rental Agreement:

Open



# 3 TYPES OF TENANCIES

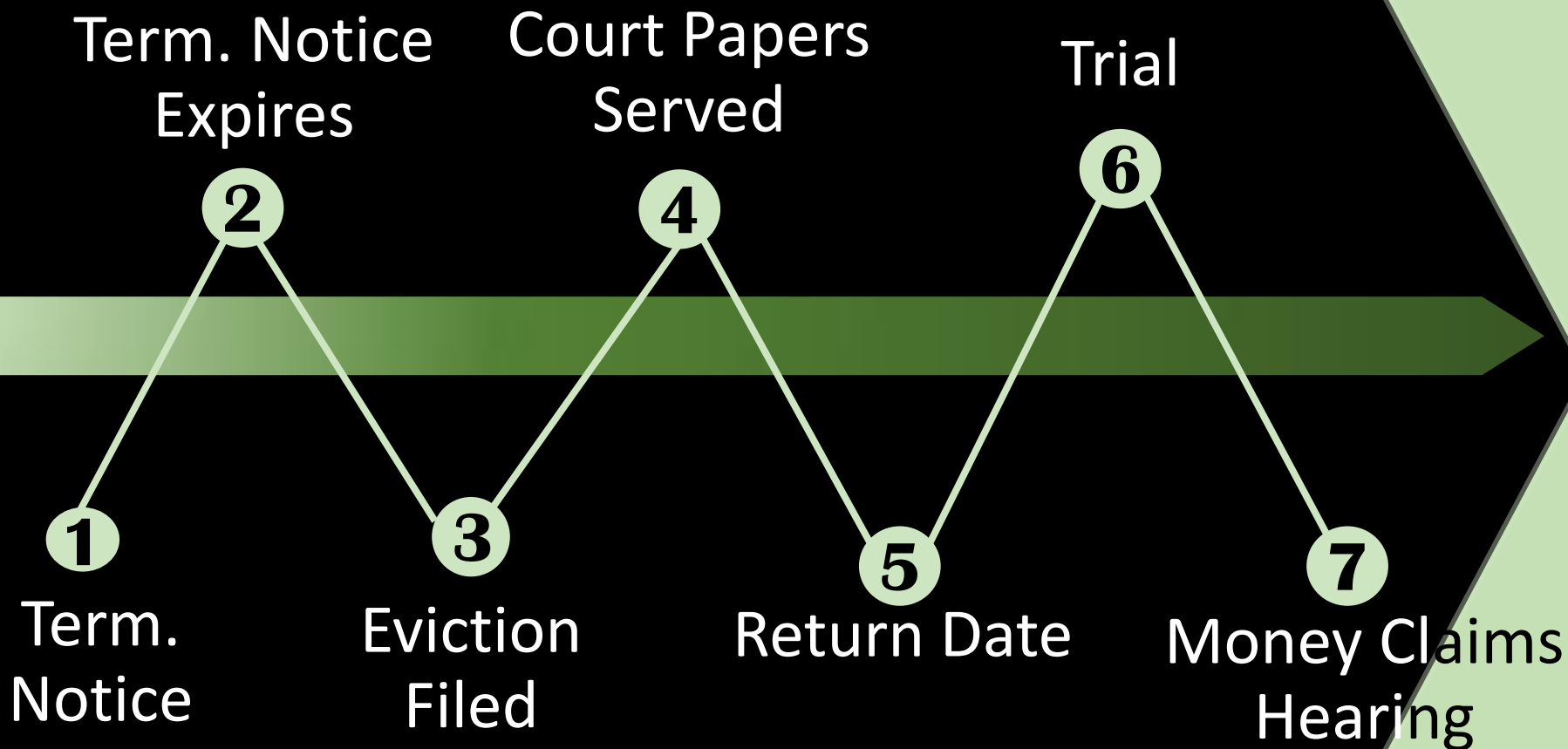
Lease

Periodic

Tenancy at Will



# EVICTIION PROCESS



# WRITTEN TERMINATION NOTICE\*

<b>Timing</b>	<b>Reason Given</b>	<b>Right to Cure</b>
5 day	Breach	Yes, 5 days
28 days	None	No
14 days	Breach	No
5 days	Criminal Activity	No

# VALID OR INVALID

**FIVE DAY**  
**Notice To Pay Rent or Vacate**

To: [REDACTED]

1 State of Wisconsin, }  
2 Milwaukee County. }

4 This notice terminates your tenancy and requires you, and anyone living with you, to vacate the premises  
5 listed above on or before JUNE 17th, 2004, unless you pay the unpaid rent of  
6 \$ VACATE before the date listed above.

7 Description of premises:  
8 [REDACTED] Tenant is subleasing,  
9 Tenant Has An DOG - SUCH I HAVE A NO PET RULE, Tenants  
10 Has Very Heavy Trafficking, neighbors Complaining, Police Been Called  
on several occasions

11 Past Due Rent:	Amount	Date Rent Was Due
12	Tenant TO	Vacate Premises.
13	X	X
14		

15 If you have not vacated the premises by the date listed above the owner may start an eviction action  
16 against you pursuant to chapter 799 of the Wisconsin Statutes.

17 **DOUBLE RENT:** Pursuant to §704.27, Wis. Stats. an owner can recover as damages against a tenant, a minimum of  
18 twice the daily rent amount, if the tenant remains in possession of the premises after the expiration of this notice.

19 Date: 6-8-04

20 When To Use:  
21 (1) Month-to-month tenancy where tenant has failed to pay rent; or  
22 (2) Tenancy for 1 year or less where tenant has failed to pay rent.

[REDACTED]  
Owner / Agent of Owner



# VALID OR INVALID

F-12(B)

2-28-01

This is your (5) Five

day notice to move.

Please vacate N. 35<sup>th</sup> St.

immediately.

# VALID OR INVALID

**10 DAY  
Notice Terminating Tenancy**

To \_\_\_\_\_  
State of Wisconsin,  
\_\_\_\_\_ County,  
Waukesha

This notice terminates your tenancy and requires you to remove from the following described premises on or before October 10, 2005.

The tenancy is terminated for failure to pay rent on \_\_\_\_\_ which is now in default.

OR

The tenancy is terminated for the following described Breach of Contract:  
Under Wisconsin state statute 704.17 2 (C) and 3(A)

Description of premises (if different from above): One bedroom apartment at above listed address

If you are still occupying the premises at the end of 10 days, an eviction lawsuit will be started.

You are still liable for full rent payments, any utilities for which you are responsible, and re-rental expenses, until the apartment is re-rented or the lease period ends, whichever occurs first.

Dated at 11:05 am, this 30th day of September, 2005.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner/Manager

# RIGHT TO CURE

## Problem

## How to Cure

Unpaid Rent

Pay Rent (check, MO)  
Repayment Agreement?

Hoarding

*Start to Clean, Remove Clutter*

Loud Party

Note to Landlord

Unauthorized  
Guests

Remove Guest  
Add Guest to Lease

# TERMINATION NOTICE

*TAKEAWAY:*

***It's Complicated!***

# EMERGENCY ASSISTANCE

state aid to prevent child homelessness

## Eligibility

- ✓ Eviction for nonpayment
- ✓ Minor child
- ✓ Economic emergency



# EMERGENCY ASSISTANCE

## Process

- ✓ Apply
- ✓ Show Application to Court
- ✓ Send to Current or Future LL



## II. HOUSING CONDITIONS

Landlord Duty to Make Repairs

Landlord Duty to Disclose

# LANDLORD DUTY TO MAKE REPAIRS

*Structural*  
City Housing  
Inspector

*Environmental*  
County Health  
Department

“Uninhabitable”  
“Untenantable”



# LANDLORD MUST DISCLOSE

**Known**, uncorrected code violations

**Serious** problems with  
plumbing, heating, electric, structure, etc.

# LANDLORD MUST NOT MISREPRESENT

Characteristics of unit

Rent, charges tenant pays





# RENT ABATEMENT

When tenant deprived of **full, normal use** of premises

Health & Safety

# HOW TO ABATE

- ✓ 1-2 Written Requests for Repair
- ✓ Documentation/Inspection Report
- ✓ Check with attorney
- ✓ Notice of Abatement
- ✓ Abate only statutory percentage-not 100 %
- ✓ Return abated amount
- ✓ RISK

SECURITY DEPOSIT:  
EVERYONE GETS IT ALL  
BACK IN **21 DAYS\***!

*UNLESS THERE'S DAMAGE  
OR UNPAID RENT.*

# GET SMART ABOUT SECURITY DEPOSITS

Fill out a Move-In Sheet ! PLEASE

Return the Key

Take Pictures

Walk-Through with Manager





# III. SPECIAL CONSIDERATIONS

Domestic Violence

Retaliation



# DOMESTIC VIOLENCE

Cannot evict victim  
for abuse of  
**uninvited guest**

# DOMESTIC VIOLENCE:

## OTHER PROTECTIONS FOR VICTIMS

Lease  
Break

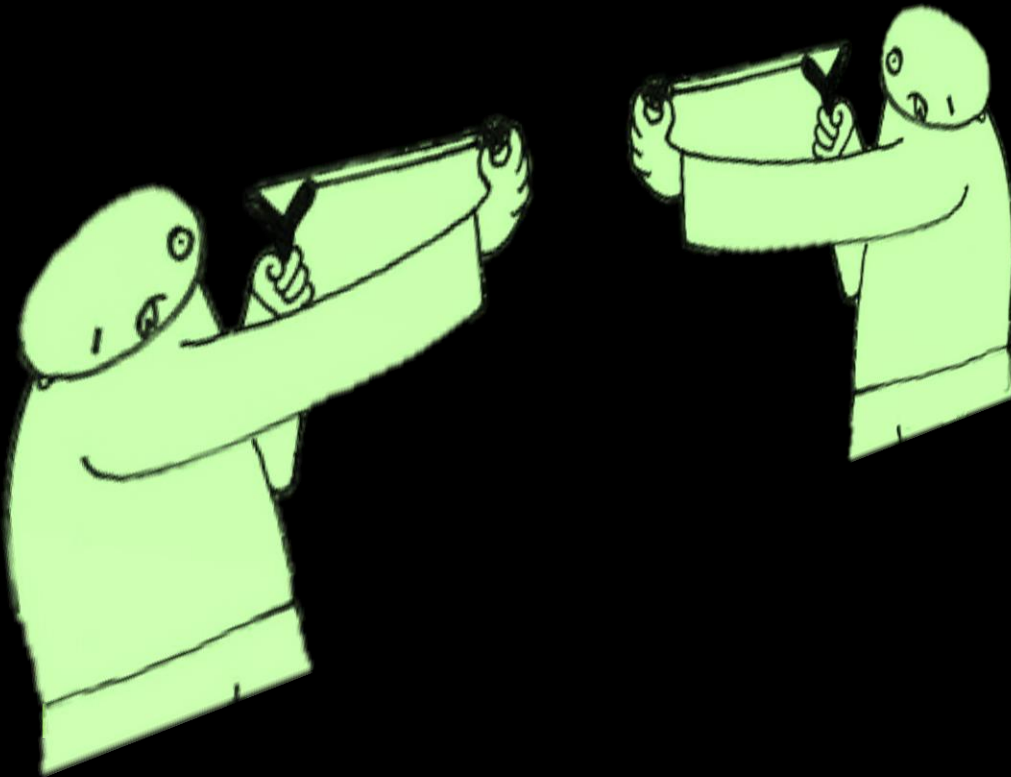
Lock  
Change

Evict  
Abuser

Notice  
of  
Rights

No  
Retaliate

# WHAT IS RETALIATION?



- Terminate a Tenancy
- Increase Rent
- Refuse to Renew Lease
- Self-Help Eviction

# WHEN IS A TENANT PROTECTED?

Reporting a housing  
code violation

Complaining to the landlord  
about a code problem

Exercising a legal right of  
residential tenancy

**EXCEPTION** if rent not paid





# RESOURCES FOR TENANTS

HUD

Fair Housing Councils

Domestic Violence Service Providers

Civil Legal Aid (Legal Action of Wisconsin)

The image features a green background with several dark silhouettes of hands raised, suggesting an audience or a group of people. A large, solid black arrow points from the left towards the right, partially overlapping the green area and extending into a lighter green section on the right. The word "QUESTIONS?" is written in white, bold, sans-serif capital letters across the lower-left portion of the image.

QUESTIONS?