

NOTICE OF VIOLATION BY TENANT
(Section 703.24(3), Stats.)

TO: [Tenant]
[Owner]
Unit No.: _____

PLEASE TAKE NOTICE that the XYZ Condominium Association has levied an individual assessment against the above-named tenant.

Applicable covenant: _____

Nature of violation: _____

Date of violation: _____

Date of this assessment: _____

Amount of assessment: _____

Please further take notice that if the fine is not paid by the tenant within 30 days after receiving this notice, the owner shall be responsible (as well as the tenant) and the assessment shall constitute a lien on the unit. (The tenant may thereafter be liable to the owner for any amount paid by the owner.)

XYZ CONDOMINIUM

By: _____

[The assessment should not be levied until grievance procedures are exhausted. Notice to the tenant must be by one of the alternatives in 704.21(1), attached. Notice to the owner must be pursuant to one of the options in section 704.21(2), Stats., attached.]

(5) EFFECT OF INACCURATE TERMINATION DATE IN NOTICE. If a notice provides that a periodic tenancy is to terminate on the first day of a succeeding rental period rather than the last day of a rental period, and the notice was given in sufficient time to terminate the tenancy at the end of the rental period, the notice is valid; if the notice was given by the tenant, the landlord may require the tenant to remove on the last day of the rental period, but if the notice was given by the landlord the tenant may remove on the last day specified in the notice. If a notice specified any other inaccurate termination date, because it does not allow the length of time required under sub. (3) or because it does not correspond to the end of a rental period in the case of a periodic tenancy, the notice is valid but not effective until the first date which could have been properly specified in such notice subsequent to the date specified in the notice, but the party to whom the notice is given may elect to treat the date specified in the notice as the legally effective date. If a notice by a tenant fails to specify any termination date, the notice is valid but not effective until the first date which could have been properly specified in such notice as of the date the notice is given.

(6) TENANT MOVING OUT WITHOUT NOTICE. If any periodic tenant vacates the premises without notice to the landlord and fails to pay rent when due for any period, such tenancy is terminated as of the first date on which it would have terminated had the landlord been given proper notice on the day the landlord learns of the removal.

(7) WHEN NOTICE GIVEN. Notice is given on the day specified below, which is counted as the first day of the notice period:

- (a) The day of giving or leaving under s. 704.21 (1) (a) and (2) (a) and (b).
- (b) The day of leaving or affixing a copy or the date of mailing, whichever is later, under s. 704.21 (1) (b) and (c).
- (c) The 2nd day after the day of mailing if the mail is addressed to a point within the state, and the 5th day after the day of mailing in all other cases, under s. 704.21 (1) (d) and (2) (c).
- (d) The day of service under s. 704.21 (1) (e) and (2) (d).
- (e) The day of actual receipt by the other party under s. 704.21 (5).

(8) EFFECT OF NOTICE. If a notice is given as required by this section, the tenant is not entitled to possession or occupancy of the premises after the date of termination as specified in the notice.

History: 1993 a. 486; 1995 a. 225; 2001 a. 103.

A landlord cannot evict a tenant solely because the tenant has reported building code violations. *Dickhut v. Norton*, 45 Wis. 2d 389, 173 N.W.2d 297 (1970).

Retaliation eviction as a defense. 54 MLR 239.

Landlords' liability for defective premises: caveat lessee, negligence, or strict liability? *Love*, 1975 WLR 19.

704.21 Manner of giving notice. (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 following methods:

- (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 some competent member of the tenant's family at least 14 years of age, who is informed of the contents of the notice;
- (b) By leaving a copy with any competent person apparently in charge of the rented premises or occupying the premises or a part thereof, and by mailing a copy by regular or other mail to the tenant's last-known address;
- (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 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;
- (d) By mailing a copy of the notice by registered or certified mail to the tenant at the tenant's last-known address;
- (e) By serving the tenant as prescribed in s. 801.11 for the service of a summons.

(2) NOTICE BY TENANT. Notice by the tenant or a person in the tenant's behalf must be given under this chapter by one of the following methods:

- (a) By giving a copy of the notice personally to the landlord or to any person who has been receiving rent or managing the property as the landlord's agent, or by leaving a copy at the landlord's usual place of abode in the presence of some competent member of the landlord's family at least 14 years of age, who is informed of the contents of the notice;
- (b) By giving a copy of the notice personally to a competent person apparently in charge of the landlord's regular place of business or the place where the rent is payable;
- (c) By mailing a copy by registered or certified mail to the landlord at the landlord's last-known address or to the person who has been receiving rent or managing the property as the landlord's agent at that person's last-known address;
- (d) By serving the landlord as prescribed in s. 801.11 for the service of a summons.

(3) CORPORATION OR PARTNERSHIP. If notice is to be given to a corporation notice may be given by any method provided in sub. (1) or (2) except that notice under sub. (1) (a) or (2) (a) may be given only to an officer, director, registered agent or managing agent, or left with an employee in the office of such officer or agent during regular business hours. If notice is to be given to a partnership, notice may be given by any method in sub. (1) or (2) except that notice under sub. (1) (a) or (2) (a) may be given only to a general partner or managing agent of the partnership, or left with an employee in the office of such partner or agent during regular business hours, or left at the usual place of abode of a general partner in the presence of some competent member of the general partner's family at least 14 years of age, who is informed of the contents of the notice.

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

(5) EFFECT OF ACTUAL RECEIPT OF NOTICE. If notice is not properly given by one of the methods specified in this section, but is 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 prove the fact by clear and convincing evidence.

History: Sup. Ct. Order, 67 Wis. 2d 585, 777 (1975); 1993 a. 486.

704.22 Service of process in residential tenancy on nonresident party. (1) A party to a residential tenancy in this state who is not a resident of this state shall designate an agent to accept service of process in this state for an action involving the tenancy. The agent shall be a resident of this state or a corporation authorized to do business in this state. If a party is a corporation, the agent is the corporation's registered agent.

(2) Designation of an agent under sub. (1) shall be in writing and filed with the department of financial institutions.

History: 1981 c. 300; 1995 a. 27.

704.23 Removal of tenant on termination of tenancy. 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 case proceed in any manner permitted by law to remove the tenant and recover damages for such holding over.

History: 1993 a. 486.

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

(2) CREATION OF PERIODIC TENANCY BY HOLDING OVER. (a) Nonresidential leases for a year or longer. If premises are leased for a year or longer primarily for other than private residential pur-