

State of Wisconsin

LEGISLATIVE REFERENCE BUREAU

RESEARCH APPENDIX - **PLEASE DO NOT REMOVE FROM DRAFTING FILE**

Date Transfer Requested: 08/31/2015 (Per: MED)

☞ Compile Draft – Appendix E

Appendix A ☞ The 2015 drafting file for LRB–1676

Appendix B ☞ The 2015 drafting file for LRB–1684

Appendix C ☞ The 2015 drafting file for LRB–2087

Appendix D ☞ The 2015 drafting file for LRB–2122

Appendix E ☞ The 2015 drafting file for LRB–2260

has been copied/added to the drafting file for

2015 LRB–3011

2015 DRAFTING REQUEST

Bill

Received: **4/20/2015** Received By: **fknepp**
For: **Frank Lasee (608) 266-3512** Same as LRB:
May Contact: By/Representing: **Rob Kovach**
Subject: **Real Estate - landlord/tenant** Drafter: **fknepp**
Addl. Drafters:
Extra Copies:

Submit via email: **YES**
Requester's email: **Sen.Lasee@legis.wisconsin.gov**
Carbon copy (CC) to: **fern.knepp@legis.wisconsin.gov**
pam.kahler@legis.wisconsin.gov

Pre Topic:

No specific pre topic given

Topic:

Terminating tenancies of month-to-month or week-to-week tenants.

Instructions:

See attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?	fknepp 4/22/2015		_____			
/P1	fknepp 6/29/2015	kfollett 4/24/2015	_____	lparisi 4/24/2015		
/P2	fknepp 7/20/2015	kmochal 6/29/2015	_____	srose 6/29/2015		

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P3		kfollett 7/21/2015	_____	mbarman 7/22/2015		

FE Sent For:

<END>

704.17 Notice terminating tenancies for failure to pay rent or other breach by tenant.

(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 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 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 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 14 days after the giving of the notice.

(b) If a month-to-month tenant or a week-to-week tenant commits waste or a material violation of s. 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 terminated if the landlord 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 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 of such notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate 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. 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 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 remedying the waste or breach, gives the tenant notice to vacate on or before a date at least 5 days after the giving of the notice.

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(c) As an alternative to the notice provision of (1)(b), if a month-to-month or a week-to-week tenant or a week-to-week commits waste or a material violation of s. 704.07 (3) or breaches any covenant or condition of the tenant's agreement, other than for payment of rent, the tenancy can be terminated if the landlord gives the tenant notice requiring the tenant to vacate on or before a date at least 14 days after the giving of the notice.

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(d) A property owner may terminate the tenancy of a week-to-week or month-to-month tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83 (1) (b), or from the office of the district attorney, that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(2) TENANCIES UNDER A LEASE FOR ONE YEAR OR LESS, AND YEAR-TO-YEAR TENANCIES.

(a) If a tenant under a lease for a term of one year or less, or a year-to-year tenant, fails to pay any installment of rent 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 a date at least 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 paid the rent on or before the specified date, or 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 rent for which notice was given the tenant fails to pay a subsequent installment of rent on time, the tenant's tenancy is terminated if the 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 giving of the notice.

(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. 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 terminated if the landlord 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 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 of such notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate 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. 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 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 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.

(c) A property owner may terminate the tenancy of a tenant who is under a lease for a term of one year or less or who is a year-to-year tenant if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83 (1) (b), or from the office of the district attorney, that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice requiring the tenant to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(d) This subsection does not apply to week-to-week or month-to-month tenants.

(3) LEASE FOR MORE THAN ONE YEAR.

(a) If a tenant under a lease for more than one year fails to pay rent when due, or commits waste, or breaches any other covenant or condition of the tenant's lease, the tenancy is terminated if the landlord gives the tenant notice requiring the tenant to pay the rent, repair the waste, or otherwise comply with the lease on or before a date at least 30 days after the giving of the notice, and if the tenant fails to comply with the notice. A tenant is deemed to be complying with the notice if promptly upon receipt of the notice the tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate 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; but in case of failure to pay rent, all rent due must be paid on or before the date specified in the notice.

(b) A property owner may terminate the tenancy of a tenant who is under a lease for a term of more than one year if the property owner receives written notice from a law enforcement agency, as defined in s. 165.83 (1) (b), or from the office of the district attorney, that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant on the property owner's property and if the property owner gives the tenant written notice to vacate on or before a date at least 5 days after the giving of the notice. The notice shall state the basis for its issuance and the right of the tenant to contest the termination of tenancy in an eviction action under ch. 799. If the tenant contests the termination of tenancy, the tenancy may not be terminated without proof by the property owner by the greater preponderance of the credible evidence of the allegation in the notice from the law enforcement agency or the office of the district attorney that a nuisance under s. 823.113 (1) or (1m) (b) exists in that tenant's rental unit or was caused by that tenant.

(4) FORM OF NOTICE AND MANNER OF GIVING. Notice must be in writing and given as specified in s. 704.21. If so given, the tenant is not entitled to possession or occupancy of the premises after the date of termination specified in the notice.

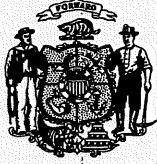
(5) CONTRARY PROVISION IN THE LEASE. Provisions in the lease or rental agreement for termination contrary to this section are invalid except in leases for more than one year.

History: 1981 c. 286; 1993 a. 139, 486; 1995 a. 267; 2005 a. 281; 2011 a. 143.

Only a limited number of defenses may be raised in an eviction action, including defenses as to the landlord's title to the premises and whether the eviction was in retaliation for the tenant's reporting housing violations, but not including violations of federal antitrust and state franchise laws — as well as public policy defenses. *Clark Oil & Refining Corp. v. Leistikow*, 69 Wis. 2d 226, 230 N.W.2d 736 (1975).

Absent notice of termination, the violation of the terms of a lease that required landlord permission for long-term guests did not result in the tenants losing their rights to possession of the property. Consequently the tenants' guests were on the premises with the legal possessor's permission and were not trespassers. *Johnson v. Blackburn*, 220 Wis. 2d 260, 582 N.W.2d 488 (Cl. App. 1998), 97-1414.

Federal law governing public housing authorities did not preempt the right-to-cure requirement in sub. (2) (b). *Milwaukee City Housing Authority v. Cobb*, 2014 WI App 70, 354 Wis. 2d 603, 849 N.W.2d 920, 13-2207.



State of Wisconsin
2015 - 2016 LEGISLATURE

In 4-22
Out 4-24

LRB-2260/3/A
FFK: [Signature]

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

Gen

1 **AN ACT ...; relating to:** terminating certain tenancies for breaches other than
2 failure to pay rent.

Analysis by the Legislative Reference Bureau

Under current law, if a month-to-month tenant commits waste, violates certain statutory tenant duties, or breaches a condition of his or her lease, other than by failing to pay rent (commits a qualifying breach), a landlord may terminate the tenant's tenancy by providing a notice that requires the tenant to vacate the premises within 14 days. This bill allows a landlord to use this procedure to terminate a week-to-week tenancy.

This bill also creates an alternative procedure under which a landlord may terminate the tenancy of a month-to-month or week-to-week tenant who commits a qualifying breach. Under the bill, a landlord may terminate a month-to-month or week-to-week tenancy by providing a notice to the tenant that requires the tenant to either remedy the qualifying breach or vacate the premises within five days. The bill specifies that a tenant may comply with a landlord's notice by taking reasonable steps to remedy the qualifying breach or by making a bona fide reasonable offer to pay the landlord all damages associated with the breach. Additionally, under the bill, if, within one year of receiving a notice under the alternative procedure, a tenant again commits a qualifying breach, the landlord may terminate the tenant's tenancy by providing a notice to vacate within five days.

Under current law, if a tenant under a lease for a term of one year or less or a year-to-year lease commits a qualifying breach, the landlord may terminate the tenancy by providing a notice to the tenant that requires the tenant to either remedy

the premises qualifying

the qualifying breach or vacate the premises within five days. If, within one year of providing such a notice, the tenant again commits a qualifying breach, the tenancy may be terminated if the landlord gives the tenant a notice to vacate the premises within 14 days ~~before the tenant remedies the qualifying breach~~. This bill eliminates the requirement that the landlord's notice be given before the tenant remedies the qualifying breach.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 SECTION 1. 704.17 (1) (b) of the statutes is renumbered 704.17 (1) (b) (intro.)

2 and amended to read:

(intro.)

3 704.17 (1) (b) If a month-to-month or a week-to-week tenant commits waste

4 or a material violation of s. 704.07 (3) or breaches any covenant or condition of the

5 tenant's agreement, other than for payment of rent, the tenancy can be terminated

6 if the landlord gives any of the following apply:

applies

7 2. The landlord gives the tenant notice requiring the tenant to vacate on or

8 before a date at least 14 days after the giving of the notice.

****NOTE: Please confirm that this works for a week-to-week tenant.

History: 1981 c. 286; 1993 a. 139, 486; 1995 a. 267; 2005 a. 281; 2011 a. 143.

9 SECTION 2. 704.17 (1) (b) 1. of the statutes is created to read:

10 704.17 (1) (b) 1. The landlord gives the tenant a notice that requires the tenant

11 to either remedy the default or vacate the premises no later than a date at least 5 days

12 after the giving of the notice, and the tenant fails to comply with the notice. A tenant

13 is considered to be complying with the notice if promptly upon receipt of the notice

14 the tenant takes reasonable steps to remedy the default and proceeds with

15 reasonable diligence, or if damages are adequate protection for the landlord and the

16 tenant makes a bona fide and reasonable offer to pay the landlord all damages for

17 the tenant's breach. If, within one year from receiving of a notice under this

18 subdivision, the tenant again commits waste or breaches the same or any other

1 covenant or condition of the tenant's lease, other than for payment of rent, the
2 tenant's tenancy is terminated if the landlord, ^eprior gives the tenant notice to vacate
3 on or before a date at least 5 days after the giving of the notice.

4 **SECTION 3.** 704.17 (2) (b) of the statutes is amended to read: ✓

5 704.17 (2) (b) If a tenant under a lease for a term of one year or less, or a
6 year-to-year tenant, commits waste or a material violation of s. 704.07 (3) or
7 breaches any covenant or condition of the tenant's lease, other than for payment of
8 rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice
9 requiring the tenant to remedy the default or vacate the premises on or before a date
10 at least 5 days after the giving of the notice, and if the tenant fails to comply with such
11 notice. A tenant is deemed to be complying with the notice if promptly upon receipt
12 of such notice the tenant takes reasonable steps to remedy the default and proceeds
13 with reasonable diligence, or if damages are adequate protection for the landlord and
14 the tenant makes a bona fide and reasonable offer to pay the landlord all damages
15 for the tenant's breach. If within one year from the giving of any such notice, the
16 tenant again commits waste or breaches the same or any other covenant or condition
17 of the tenant's lease, other than for payment of rent, the tenant's tenancy is
18 terminated if the landlord, ~~prior to the tenant's remedying the waste or breach,~~ gives
19 the tenant notice to vacate on or before a date at least 14 days after the giving of the
20 notice.

21 **History:** 1981 c. 286; 1993 a. 139, 486; 1995 a. 267; 2005 a. 281; 2011 a. 143.

(END)

STATE OF WISCONSIN - LEGISLATIVE REFERENCE BUREAU

LRB

Research (608-266-0341)

Library (608-266-7040)

Legal (608-266-3561)

LRB

Redraft Instructions for Lease Office
* Change "lease" to "rental agreement"
on p. 3 line 7.



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-2260/P1
FFK:kjf:kf

1P2
RMR

In 1-27

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

- 1 **AN ACT to renumber and amend 704.17 (1) (b); to amend 704.17 (2) (b); and**
2 **to create 704.17 (1) (b) 1. of the statutes; relating to: terminating certain**
3 **tenancies for breaches other than failure to pay rent.**

Analysis by the Legislative Reference Bureau

Under current law, if a month-to-month tenant commits waste, violates certain statutory tenant duties, or breaches a condition of his or her lease, other than by failing to pay rent (commits a qualifying breach), a landlord may terminate the tenant's tenancy by providing a notice that requires the tenant to vacate the premises within 14 days. This bill allows a landlord to use this procedure to terminate a week-to week tenancy.

This bill also creates an alternative procedure under which a landlord may terminate the tenancy of a month-to-month or week-to week tenant who commits a qualifying breach. Under the bill, a landlord may terminate a month-to-month or week-to week tenancy by providing a notice to the tenant that requires the tenant to either remedy the qualifying breach or vacate the premises within five days. The bill specifies that a tenant may comply with a landlord's notice by taking reasonable steps to remedy the qualifying breach or by making a bona fide reasonable offer to pay the landlord all damages associated with the qualifying breach. Additionally, under the bill, if, within one year of receiving a notice under the alternative procedure, a tenant again commits a qualifying breach, the landlord may terminate the tenant's tenancy by providing a notice to vacate the premises within five days.

Under current law, if a tenant under a lease for a term of one year or less or a year-to-year lease commits a qualifying breach, the landlord may terminate the

tenancy by providing a notice to the tenant that requires the tenant to either remedy the qualifying breach or vacate the premises within five days. If, within one year of providing such a notice, the tenant again commits a qualifying breach, the tenancy may be terminated if the landlord gives the tenant a notice, before the tenant remedies the qualifying breach, to vacate the premises within 14 days. This bill eliminates the requirement that the landlord's notice be given before the tenant remedies the qualifying breach.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 704.17 (1) (b) of the statutes is renumbered 704.17 (1) (b) (intro.)
2 and amended to read:

3 704.17 (1) (b) (intro.) If a month-to-month or a week-to-week tenant commits
4 waste or a material violation of s. 704.07 (3) or breaches any covenant or condition
5 of the tenant's agreement, other than for payment of rent, the tenancy can be
6 terminated ~~if the landlord gives~~ any of the following applies:

7 2. The landlord gives the tenant notice requiring the tenant to vacate on or
8 before a date at least 14 days after the giving of the notice.

****NOTE: Please confirm that this works for a week-to-week tenant.

9 **SECTION 2.** 704.17 (1) (b) 1. of the statutes is created to read:
10 704.17 (1) (b) 1. The landlord gives the tenant a notice that requires the tenant
11 to either remedy the default or vacate the premises no later than a date at least 5 days
12 after the giving of the notice, and the tenant fails to comply with the notice. A tenant
13 is considered to be complying with the notice if promptly upon receipt of the notice
14 the tenant takes reasonable steps to remedy the default and proceeds with
15 reasonable diligence, or if damages are adequate protection for the landlord and the
16 tenant makes a bona fide and reasonable offer to pay the landlord all damages for
17 the tenant's breach. If, within one year from receiving of a notice under this
18 subdivision, the tenant again commits waste or breaches the same or any other

1 covenant or condition of the tenant's ^{rental agreement} lease, other than for payment of rent, the
2 tenant's tenancy is terminated if the landlord gives the tenant notice to vacate on or
3 before a date at least 5 days after the giving of the notice.

4 **SECTION 3.** 704.17 (2) (b) of the statutes is amended to read:

5 704.17 (2) (b) If a tenant under a lease for a term of one year or less, or a
6 year-to-year tenant, commits waste or a material violation of s. 704.07 (3) or
7 breaches any covenant or condition of the tenant's lease, other than for payment of
8 rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice
9 requiring the tenant to remedy the default or vacate the premises on or before a date
10 at least 5 days after the giving of the notice, and if the tenant fails to comply with such
11 notice. A tenant is deemed to be complying with the notice if promptly upon receipt
12 of such notice the tenant takes reasonable steps to remedy the default and proceeds
13 with reasonable diligence, or if damages are adequate protection for the landlord and
14 the tenant makes a bona fide and reasonable offer to pay the landlord all damages
15 for the tenant's breach. If within one year from the giving of any such notice, the
16 tenant again commits waste or breaches the same or any other covenant or condition
17 of the tenant's lease, other than for payment of rent, the tenant's tenancy is
18 terminated if the landlord, ~~prior to the tenant's remedying the waste or breach,~~ gives
19 the tenant notice to vacate on or before a date at least 14 days after the giving of the
20 notice.

21

(END)



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-2260/P2
FFK:kjf&km

P3
RMR

In
7-20
out 7-22

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

rent

- 1 AN ACT *to renumber and amend* 704.17 (1) (b); *to amend* 704.17 (2) (b); and
- 2 *to create* 704.17 (1) (b) 1. of the statutes; **relating to:** terminating certain
- 3 tenancies for breaches other than failure to pay rent.

INS →

Analysis by the Legislative Reference Bureau

Under current law, if a month-to-month tenant commits waste, violates certain statutory tenant duties, or breaches a condition of his or her lease, other than by failing to pay rent (commits a qualifying breach), a landlord may terminate the tenant's tenancy by providing a notice that requires the tenant to vacate the premises within 14 days. This bill allows a landlord to use this procedure to terminate a week-to week tenancy.

This bill also creates an alternative procedure under which a landlord may terminate the tenancy of a month-to-month or week-to week tenant who commits a qualifying breach. Under the bill, a landlord may terminate a month-to-month or week-to week tenancy by providing a notice to the tenant that requires the tenant to either remedy the qualifying breach or vacate the premises within five days. The bill specifies that a tenant may comply with a landlord's notice by taking reasonable steps to remedy the qualifying breach or by making a bona fide reasonable offer to pay the landlord all damages associated with the qualifying breach. Additionally, under the bill, if, within one year of receiving a notice under the alternative procedure, a tenant again commits a qualifying breach, the landlord may terminate the tenant's tenancy by providing a notice to vacate the premises within five days.

Under current law, if a tenant under a lease for a term of one year or less or a year-to-year lease commits a qualifying breach, the landlord may terminate the

tenancy by providing a notice to the tenant that requires the tenant to either remedy the qualifying breach or vacate the premises within five days. ~~If, within one year of providing such a notice, the tenant again commits a qualifying breach, the tenancy may be terminated if the landlord gives the tenant a notice, before the tenant remedies the qualifying breach, to vacate the premises within 14 days. This bill eliminates the requirement that the landlord's notice be given before the tenant remedies the qualifying breach.~~

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 704.17 (1) (b) of the statutes is[✓] renumbered 704.17 (1) (b) (intro.)
2 and amended to read:

3 704.17 (1) (b) (intro.) If a month-to-month or a week-to-week tenant commits
4 waste or a material violation of s. 704.07 (3) or breaches any covenant or condition
5 of the tenant's agreement, other than for payment of rent, the tenancy can be
6 terminated ~~if the landlord gives~~ any of the following applies:

7 2. The landlord gives the tenant notice requiring the tenant to vacate on or
8 before a date at least 14 days after the giving of the notice.

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10 704.17 (1) (b) 1. The landlord gives the tenant a notice that requires the tenant
11 to either remedy the default or vacate the premises no later than a date at least 5 days
12 after the giving of the notice, and the tenant fails to comply with the notice. A tenant
13 is considered to be complying with the notice if promptly upon receipt of the notice
14 the tenant takes reasonable steps to remedy the default and proceeds with
15 reasonable diligence, or if damages are adequate protection for the landlord and the
16 tenant makes a bona fide and reasonable offer to pay the landlord all damages for
17 the tenant's breach. If, within one year from receiving of a notice under this
18 subdivision, the tenant again commits waste or breaches the same or any other

1 covenant or condition of the tenant's rental agreement, other than for payment of
2 rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to
3 vacate on or before a date at least 5 days after the giving of the notice.

4 SECTION 3. 704.17 (2) (b) of the statutes is amended to read:

5 704.17 (2) (b) If a tenant under a lease for a term of one year or less, or a
6 year-to-year tenant, commits waste or a material violation of s. 704.07 (3) or
7 breaches any covenant or condition of the tenant's lease, other than for payment of
8 rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice
9 requiring the tenant to remedy the default or vacate the premises on or before a date
10 at least 5 days after the giving of the notice, and if the tenant fails to comply with such
11 notice. A tenant is deemed to be complying with the notice if promptly upon receipt
12 of such notice the tenant takes reasonable steps to remedy the default and proceeds
13 with reasonable diligence, or if damages are adequate protection for the landlord and
14 the tenant makes a bona fide and reasonable offer to pay the landlord all damages
15 for the tenant's breach. If within one year from the giving of any such notice, the
16 tenant again commits waste or breaches the same or any other covenant or condition
17 of the tenant's lease, other than for payment of rent, the tenant's tenancy is
18 terminated if the landlord, ~~prior to the tenant's remedying the waste or breach,~~ gives
19 the tenant notice to vacate on or before a date at least 14 days after the giving of the
20 notice.

21

(END)

2015-2016 DRAFTING INSERT
FROM THE
LEGISLATIVE REFERENCE BUREAU

LRB-2260/P3ins
FFK...

INS

Under current law, a landlord may terminate the tenancy of a month-to-month tenant who commits waste, violates certain statutory tenant duties, or breaches a condition of the lease, other than by failing to pay rent (commits a qualifying breach) by providing the tenant with a notice that requires the tenant to vacate the premises within 14 days. Current law does not provide a landlord of a month-to-month or week-to-week tenant the option to terminate such a tenancy by providing a notice that requires the tenant to cure the qualifying breach or vacate the premises.

X
X
This bill creates a procedure for a landlord to terminate a month-to-month or week-to-week tenancy if (A) the tenant commits a qualifying breach and (B) the landlord provides the tenant with a notice that requires the tenant to cure the qualifying breach or vacate the premises and the tenant fails to comply with the notice. The procedure is identical to the procedure described below for a landlord of year-to-year tenant, except that if the tenant commits another qualifying breach within one year of receiving an initial notice, the landlord of a month-to-month or week-to-week tenant may terminate the tenancy by providing the tenant with a notice to vacate the premises within five days. This bill also applies the existing termination procedure for month-to-month tenancies to week-to-week tenancies.

X
X
Under current law, a landlord may terminate the tenancy of a year-to-year tenant or a tenant under a lease for a term of one year or less if (A) the tenant commits a qualifying breach and (B) the landlord provides the tenant with a notice that requires the tenant to cure the qualifying breach or vacate the premises and the tenant fails to comply with the notice. Current law specifies that a tenant may comply with the landlord's notice by taking reasonable steps to remedy the qualifying breach or by making a bona fide reasonable offer to pay the landlord all damages associated with the qualifying breach. Current law also provides that if the tenant commits another qualifying breach within one year of receiving such a notice, the landlord may terminate the tenant's tenancy by providing the tenant with a notice to vacate the premises within 14 days if the landlord provides the notice before the tenant cures the qualifying breach. This bill eliminates the condition that the landlord provide the subsequent notice to vacate before the tenant remedies the qualifying breach.

End Ins



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-2260/P3
FFK:kjf

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

1 **AN ACT** *to renumber and amend* 704.17 (1) (b); *to amend* 704.17 (2) (b); and
2 *to create* 704.17 (1) (b) 1. of the statutes; **relating to:** terminating certain
3 tenancies for breaches other than failure to pay rent.

Analysis by the Legislative Reference Bureau

Under current law, a landlord may terminate the tenancy of a month-to-month tenant who commits waste, violates certain statutory tenant duties, or breaches a condition of the lease, other than by failing to pay rent (commits a qualifying breach) by providing the tenant with a notice that requires the tenant to vacate the premises within 14 days. Current law does not provide a landlord of a month-to-month or week-to-week tenant the option to terminate such a tenancy by providing a notice that requires the tenant to cure the qualifying breach or vacate the premises.

This bill creates a procedure for a landlord to terminate a month-to-month or week-to-week tenancy if 1) the tenant commits a qualifying breach and 2) the landlord provides the tenant with a notice that requires the tenant to cure the qualifying breach or vacate the premises and the tenant fails to comply with the notice. The procedure is identical to the procedure described below for a landlord of year-to-year tenant, except that if the tenant commits another qualifying breach within one year of receiving an initial notice, the landlord of a month-to-month or week-to-week tenant may terminate the tenancy by providing the tenant with a notice to vacate the premises within five days. This bill also applies the existing termination procedure for month-to-month tenancies to week-to-week tenancies.

Under current law, a landlord may terminate the tenancy of a year-to-year tenant or a tenant under a lease for a term of one year or less if 1) the tenant commits

a qualifying breach and 2) the landlord provides the tenant with a notice that requires the tenant to cure the qualifying breach or vacate the premises and the tenant fails to comply with the notice. Current law specifies that a tenant may comply with the landlord's notice by taking reasonable steps to remedy the qualifying breach or by making a bona fide reasonable offer to pay the landlord all damages associated with the qualifying breach. Current law also provides that if the tenant commits another qualifying breach within one year of receiving such a notice, the landlord may terminate the tenant's tenancy by providing the tenant with a notice to vacate the premises within 14 days if the landlord provides the notice before the tenant cures the qualifying breach. This bill eliminates the condition that the landlord provide the subsequent notice to vacate before the tenant remedies the qualifying breach.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 704.17 (1) (b) of the statutes is renumbered 704.17 (1) (b) (intro.)
2 and amended to read:

3 704.17 (1) (b) (intro.) If a ~~month-to-month~~ or a week-to-week tenant commits
4 waste or a material violation of s. 704.07 (3) or breaches any covenant or condition
5 of the tenant's agreement, other than for payment of rent, the tenancy can be
6 terminated ~~if the landlord gives~~ any of the following applies:

7 2. The landlord gives the tenant notice requiring the tenant to vacate on or
8 before a date at least 14 days after the giving of the notice.

9 **SECTION 2.** 704.17 (1) (b) 1. of the statutes is created to read:

10 704.17 (1) (b) 1. The landlord gives the tenant a notice that requires the tenant
11 to either remedy the default or vacate the premises no later than a date at least 5 days
12 after the giving of the notice, and the tenant fails to comply with the notice. A tenant
13 is considered to be complying with the notice if promptly upon receipt of the notice
14 the tenant takes reasonable steps to remedy the default and proceeds with
15 reasonable diligence, or if damages are adequate protection for the landlord and the

1 tenant makes a bona fide and reasonable offer to pay the landlord all damages for
2 the tenant's breach. If, within one year from receiving of a notice under this
3 subdivision, the tenant again commits waste or breaches the same or any other
4 covenant or condition of the tenant's rental agreement, other than for payment of
5 rent, the tenant's tenancy is terminated if the landlord gives the tenant notice to
6 vacate on or before a date at least 5 days after the giving of the notice.

7 **SECTION 3.** 704.17 (2) (b) of the statutes is amended to read:

8 704.17 (2) (b) If a tenant under a lease for a term of one year or less, or a
9 year-to-year tenant, commits waste or a material violation of s. 704.07 (3) or
10 breaches any covenant or condition of the tenant's lease, other than for payment of
11 rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice
12 requiring the tenant to remedy the default or vacate the premises on or before a date
13 at least 5 days after the giving of the notice, and if the tenant fails to comply with such
14 notice. A tenant is deemed to be complying with the notice if promptly upon receipt
15 of such notice the tenant takes reasonable steps to remedy the default and proceeds
16 with reasonable diligence, or if damages are adequate protection for the landlord and
17 the tenant makes a bona fide and reasonable offer to pay the landlord all damages
18 for the tenant's breach. If within one year from the giving of any such notice, the
19 tenant again commits waste or breaches the same or any other covenant or condition
20 of the tenant's lease, other than for payment of rent, the tenant's tenancy is
21 terminated if the landlord, ~~prior to the tenant's remedying the waste or breach,~~ gives
22 the tenant notice to vacate on or before a date at least 14 days after the giving of the
23 notice.

24

(END)