



TENANT

RESOURCE CENTER

Wisconsin Safe Housing Act

Applicable Law

Wisconsin's Safe Housing Act is found at [Wisconsin Statutes 704.16](#).

Safe Housing Act

Wisconsin Statutes 704.16 outlines how a tenant or landlord may terminate a rental agreement or change locks based on an imminent threat of serious physical harm to a tenant or a tenant's child. The law is commonly referred to as the Safe Housing Act.

The Safe Housing Act applies to temporary restraining orders *and* injunctions when ordered under Wis. Stat. 813.122 for child abuse. But for situations that do not fall under Wis. Stat. 813.122, the Safe Housing Act only applies to an injunction under Wis. Stat. 813.12(4) and Wis. Stat. 813.125(4), not a temporary restraining order.

Termination by Tenant

Under Wis. Stat. 704.16(1), a tenant may terminate their lease and move out of a unit if both of the following circumstances apply:

- they or their child faces an imminent threat of serious physical harm from another person if the tenant remains in the unit, **AND**
- the tenant provides the landlord with a certified copy of an injunction, no contact order as a condition of release, or complaint (as specified in the statute) that protects the tenant or their child from the person named in the injunction, no contact order, or complaint.

The tenant must provide the certified copy of the injunction, order, or complaint personally to the landlord, their agent, or a person in charge of collecting rent; mail a

certified copy by registered or certified mail to the landlord; or formally serve the landlord with a certified copy under Wis. Stat. 801.11.

If these steps are followed, the tenant seeking to terminate their rental agreement is not liable (responsible) for paying the rent the month following the month after they move out or provide notice, whichever is later. Example: If a tenant with a lease that ends October 31 moves out on June 15, they need to pay June and July rent but they are not responsible for paying rent for August through October if they have met the above requirements. Even then, the landlord is still obligated to mitigate their damages by taking reasonable efforts to try to re-rent the unit when the tenant moves out. Wis. Stat. 704.16(2).

Termination by Landlord

Under Wis. Stat. 704.16(3), a landlord may evict a tenant if **ALL OF THE FOLLOWING** apply:

- The tenant commits acts or threats that cause another tenant or child of the tenant to face an imminent threat of serious physical harm if the tenant creating the harm or threat of harm remains in the unit, complex, manufactured or mobile home, or manufactured or mobile home community;
- The tenant is the named offender in an injunction, no contact order as a condition of release, or a complaint that protects another tenant or their child from the offending tenant named in the injunction, no contact order, or complaint; **AND**
- The landlord gives the tenant a proper 5-day notice to vacate.

The notice to vacate must include the reason for the notice and the tenant's right to challenge the eviction if one is filed. If the tenant challenges the eviction, the landlord must show "by the greater preponderance of the credible evidence" that the allegations against the offending tenant are true.

Changing Locks

If a tenant requests the locks to their home be changed and gives their landlord a certified copy of an injunction, no contact order as a condition of release, or complaint that protects the tenant or their child from the person named in the injunction, no contact order, or complaint, the landlord must either:

- have the locks changed **OR**
- give permission to the tenant to change the locks.

Wis. Stat. 704.16(4). However, if the person alleged to be a threat is a co-tenant living with the tenant requesting the locks be changed, the landlord is *not required* to change the locks unless one of the following applies:

- the injunction directs the offending tenant to avoid the home of the tenant requesting the locks be changed **OR**
- the condition of release order specifically orders the offending tenant not to contact the tenant requesting the locks be changed.

The landlord is required to change the locks or give permission to the tenant to do so within **48 hours** of receiving the request and required documents from the tenant. If the tenant changes the locks, they must give the landlord a copy of the key. Wis. Stat. 704.16(4)(b).

The tenant is responsible for the cost of changing the locks. Wis. Stat. 704.16.

Unlawful Lease Provisions

In most circumstances, unlawful lease provisions are unenforceable but the rest of the lease remains valid and enforceable. But there are certain legal requirements that void the entire lease. Under [Wis. Stat. 704.44\(9\) and \(10\)](#), a lease is void if it:

- allows the landlord to evict a tenant because of the commission of a crime at the rental property if the tenant, or another person in the household, is the victim of that crime, OR
- if it allows the landlord to evict the tenant for a crime and the rental agreement does not include the required notice of domestic abuse protections under Wis. Stat. 704.14.