



TENANT

RESOURCE CENTER

Tenant's Property

Applicable Laws

[Wisconsin Statutes ch. 704.05\(5\) and 799.45](#)

[Wisconsin Statutes ch. 704.05\(5\) \(archived, 2009 statutes\)](#)

[Wisconsin Administrative Code ATCP ch. 134.09](#)

Definition

Tenant's property means all of their possessions, including:

- Items in the unit or common area
- Items stored in a garage, attic, or basement
- Cars, other vehicles, or boats parked on the property
- Air conditioners or other fixtures provided by the tenant (see below for more on fixtures)
- Mobile or manufactured home that the tenants owns

If the tenant is on active military duty, additional laws apply about a tenant's rights to their property. Wis. Stat. 321.62.

The laws outlined here from Wis. Stat. 704.05(5), 799.45, and ATCP 134.09 do not apply to self-storage facilities. See 704.90 for rules about self-storage units.

Tenant's Property

Generally, tenants have the right to exclusive possession of their rented unit while living in the unit for the period specified by the agreement. Under Wis. Stat. 704.05:

(2) POSSESSION OF TENANT AND ACCESS BY LANDLORD. Until the expiration date specified in the lease, or the termination of a periodic tenancy or tenancy at will, and so long as the tenant is not in default, the tenant has the *right to exclusive possession of the premises*, except as hereafter provided. The landlord may upon advance notice and at reasonable times inspect the premises, make repairs and show the premises to prospective tenants or purchasers; and if the tenant is absent from the premises and the landlord reasonably believes that entry is necessary to preserve or protect the premises, the landlord may enter without notice and with such force as appears necessary.

(3) USE OF PREMISES, ADDITIONS OR ALTERATIONS BY TENANT. The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord. The tenant cannot use the premises for any unlawful purpose nor in such manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.

In addition, generally, while a tenant is living in the unit, a landlord may not remove, lock up, or otherwise deny a tenant access to their property. Wis. Stat. 704.05(2); ATCP 134.09(4). However, a landlord and tenant may enter into a lien agreement by which the landlord has a lien on the tenant's property and may therefore hold it as collateral until the tenant pays a bill (e.g. a repair bill) or exchanges the property for payment **but only if** the tenant agreed to this in a lawful nonstandard rental provision. Wis. Stat. 704.11, ATCP 139.04(b). A landlord cannot hold the property as collateral for rent, unless the tenant enters into a written agreement allowing this.

Tenants must get permission to install a fixture (something attached or "fixed" into position) like an air conditioning unit, a shower grab bar, or a ceiling fan. At the time of

moving out, tenants may remove a fixture they installed and pay for restoration or repair costs or pay the landlord for those costs. If the tenant leaves the fixture behind, it becomes the landlord's property. Wis. Stat. 704.05(4).

A landlord may have a towing service immediately tow at the owner's expense an unauthorized vehicle parked on the rented premises if there is a properly posted sign. Wis. Stat. 349.13(c), Wis. Stat. 349.13(3m)(a)(2). However, if there is not a properly posted sign, the landlord must have the vehicle ticketed before towing it at the owner's expense. The towing service may charge the actual costs to tow and store the vehicle (in compliance with legal limits). Wis. Stat. 349.13(dr).

Property Left Behind

Wisconsin law requires landlords to follow certain rules when handling a tenant's property left behind after an eviction or moving out. Landlords cannot unilaterally change the rental agreement with a tenant during the term of the agreement.

When counting the number of days below, unless otherwise specified, it is calendar days and the first day does not count. The last day does count unless it falls on a legal holiday or Sunday. If the last day falls on a legal holiday or Sunday, the deadline is the next day that's not a Sunday or legal holiday. Wis. Stat. 990.001(4).

Prescription Medication and Medical Equipment

A landlord is always required to store a tenant's prescription medication and medical equipment for **at least 7 days** and return these items promptly if the tenant requests them. If the tenant does not request return of these items, the landlord may dispose of them after 7 days. Wis. Stat. 704.05(5)(am).

Written Agreement That Landlord Will Not Store or Move Tenant's Property

A landlord can dispose of a tenant's property left behind after an eviction or moving out if the landlord includes in a written agreement (such as the Lease) or renewal that they won't move or store the tenant's property. Wis. Stat. 704.05(5)(a). A landlord can dispose of the property by throwing it away, sell it and keep the proceeds, give the proceeds or the property to charity, keep the property or proceeds, etc.

This law also applies to cars that have a valid title and manufactured and mobile homes. The only additional requirement is that the landlord must first give notice to the tenant and any secured party (e.g. a bank) that they intend to dispose of the property. They can give that notice personally, or by certified or regular mail. Wis. Stat. 705.05(5)(b). "Giving" notice does not require that the tenant gets the notice, only that the landlord at least mailed it to the tenant's last known address, which could be the place they were evicted from.

When the property is left behind after an eviction, the landlord must also inform the sheriff that they will be handling removal and disposal of the property. Wis. Stat. 799.45(3m). If the landlord does not do that, then it is the sheriff's office that oversees that activity.

No Written Agreement Regarding Tenant's Property After an Eviction

Different laws apply when a landlord does not include in a written lease or renewal a notice that they will not store or move the tenant's property.

In the case of an eviction, the landlord must arrange with the sheriff for the removal or storage of the abandoned property. The moving company working with the sheriff is responsible for notifying the tenant, and storing and disposing of the property. Wis. Stat. 704.05(5)(bf); Wis. Stat. 799.45(3).

The sheriff decides whether the property has any value. Property the sheriff decides is of no value will be delivered to an "appropriate place established for the collection, storage and disposal of refuse." The sheriff must notify the tenant within 3 days of where it was delivered.

Property determined to have value will be stored in "some place of safekeeping within the County selected by the sheriff." The sheriff is required to notify the tenant of the location within 3 days. The sheriff must also provide the tenant information on how to collect the property and the costs involved to do so, which will include paying for moving, storage, and other costs.

Alternatively, the landlord can notify the sheriff they will oversee the removal and disposal of the property. The sheriff will supervise the removal of the property if requested by the landlord. Wis. Stat. 799.45(3m).

No Written Agreement Regarding Tenant's Property After Tenant Vacates for Reason Other than Eviction

If the property was left behind after the tenant vacated for a reason other than an eviction and the landlord did not include a written agreement that they would not store the tenant's property, a landlord must follow the process in the former Wis. Stat. 704.05 (2009).

Under the former Wis. Stat. 704.05 (2009), the landlord has 3 options:

- Store the property on or off the premises with a lien on the property for the actual and reasonable costs of removing and storing the property.
 - This means the landlord can require the tenant to pay the removal and storage costs before returning the property. The landlord cannot include rent owed or damages to the unit in those costs.
 - The landlord must give the tenant written notice of the daily storage charges within 10 days after the charges start. The notice can be personally delivered or mailed to the tenant's last known address.

- The landlord's lien applies to property owned by the tenant or a third party, e.g. a rent-to-own furniture store. The secured party (the person or entity that owns the property) can pay the lien to have the property returned.
- Store the property without a lien and return it to the tenant.
- Dispose of the property by sale or "other appropriate means" if the property is not collected by the tenant within 30 days after the landlord notifies the tenant that the landlord intends to sell or otherwise dispose of the property.
 - The landlord is required to send a written notice to the tenant by personal delivery or regular mail to the last known address of the landlord's intent to dispose of the property.
 - The tenant has 30 days from the date of personal delivery or the date the notice was mailed.
 - If the landlord sells the property after 30 days, they may keep an amount to cover the actual and reasonable costs to store and sell the property if the landlord notified the tenant of those charges.
 - The landlord must give the tenant 60 days to claim the remaining amount from the sale proceeds. If the tenant does not claim the funds, the landlord must send the proceeds to the Wisconsin Department of Administration.

Tenant's Property after Death

What happens to a tenant's property after death depends dramatically on the situation. Tenants and landlords can look at the [State Bar's information page](#) for information on probate and transfers by affidavit or talk to legal counsel.

Trespasser's Property

A trespasser is defined as someone who is not a tenant and is in the unit without the permission of the landlord, the tenant, or another person lawfully on the property. A landlord is required to hold the personal property of a trespasser for 7 days after discovering the property. After 7 days, the property is considered abandoned and the landlord can dispose of the property in any way they wish. This law applies to all property abandoned by a trespasser, including property owned by another person or held as a security interest.

The landlord must return the property if the owner redeems it before the property is disposed of and the owner pays the expenses the landlord incurred to remove and store the property.