

[Date]

[Landlord Name]

[Landlord Address Line 1]

[Landlord Address Line 2]

[Landlord Address Line 3]

Dear [Landlord],

This letter is to inform you that I/we will be breaking my/our lease. I/We will be moving on _____[date] and I/we would like to arrange a check-out with you at that time.

As a landlord, you are probably aware that you are required to mitigate your damages under Wisconsin Statute 704.29. I/We am/are aware that I/we may be charged for rent until a new renter moves in or the lease ends. Additionally, I/we am/are aware that I/we may be held responsible for the actual costs of rerenting the rental unit, if you make reasonable efforts to rerent the unit and have reasonable expenses for rent and other elements of damage, listing and advertising costs incurred in rerenting.

Once I/we have moved out, I/we will stop paying monthly rent until a new tenant is found. At that time, I/we will be happy to work out a payment plan for the unpaid rent, the additional charges owed under Wis. Stat. 704.29, less the security deposit due under Wis. Stat. 704.28 and ATCP 134.06.

Sincerely,

[Tenant Name(s)]

Current Address:

[My Current Address Line 1]

[My Current Address Line 2]

[My Current Address Line 3]

Forwarding Address:

[My Forwarding Address Line 1]

[My Forwarding Address Line 2]

[My Forwarding Address Line 3]

Wis. Stat. § 704.29 Recovery of rent and damages by landlord; mitigation.

(1) Scope of section. If a tenant unjustifiably removes from the premises prior to the effective date for termination of the tenant's tenancy and defaults in payment of rent, or if the tenant is removed for failure to pay rent or any other breach of a lease, the landlord can recover rent and damages except amounts which the landlord could mitigate in accordance with this section, unless the landlord has expressly agreed to accept a surrender of the premises and end the tenant's liability. Except as the context may indicate otherwise, this section applies to the liability of a tenant under a lease, a periodic tenant, or an assignee of either.

Wis. Stat. § 704.28 Withholding from and return of security deposits.

(1) Standard withholding provisions. When a landlord returns a security deposit to a tenant after the tenant vacates the premises, the landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

- (a) Except as provided in sub. (3), tenant damage, waste, or neglect of the premises.
- (b) Unpaid rent for which the tenant is legally responsible, subject to s. 704.29.
- (c) Payment that the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
- (d) Payment that the tenant owes for direct utility service provided by a government-owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment.
- (e) Unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under s. 66.0435 (3), to the extent that the landlord becomes liable for the tenant's nonpayment.

704.28(1)(f) (f) Any other payment for a reason provided in a nonstandard rental provision document described in sub. (2).

(2) Nonstandard rental provisions. Except as provided in sub. (3), a rental agreement may include one or more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons not specified in sub. (1) (a) to (e). Any such nonstandard rental provisions shall be provided to the tenant in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has agreed to it.

(3) Normal wear and tear. This section does not authorize a landlord to withhold any amount from a security deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

(4) Timing for return. A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by the tenant, less any amounts that may be withheld under subs. (1) and (2), within 21 days after any of the following:

- (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental agreement terminates.
- (b) If the tenant vacates the premises or is evicted before the termination date of the rental agreement, the date on which the tenant's rental agreement terminates or, if the landlord re-rents the premises before the tenant's rental agreement terminates, the date on which the new tenant's tenancy begins.
- (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which the landlord learns that the tenant has vacated the premises or has been removed from the premises under s. 799.45 (2).