

Breaking A Lease

Date _____

Landlord _____

Address _____

Dear _____:

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. My/Our security deposit and/or an itemized list of deductions can be forwarded to me/us at the address below, as required by Wisconsin Administrative Code ATCP 134.06,¹ within 21 days of when I/we move out.

As a landlord, you are probably aware that you are required to mitigate your damages under Wisconsin Statute 704.29.² 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 apartment, if you act in good faith to rerent the apartment and have expenses directly related to your efforts. Please send me/us an itemized list of additional charges when you have found a new tenant.

Sincerely,

Current address _____

Forwarding address _____

¹Wis. Admin. Code § ATCP 134.06(2) RETURNING SECURITY DEPOSITS.

(a) Within 21 days after a tenant surrenders the rental premises, the landlord shall deliver or mail to the tenant the full amount of any security deposit held by the landlord, less any amounts properly withheld by the landlord under sub. (3).

Wis. Admin. Code § ATCP 134.06(3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

(a) A landlord may withhold from a tenant's security deposit only for the following:

1. Tenant damage, waste or neglect of the premises.
2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats.
3. Payment which the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent.
4. Payment which 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.
5. Unpaid mobile home parking fees which a local unit of government has assessed against the tenant under s. 66.0435 (3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment.
6. Other reasons authorized in the rental agreement according to par. (b).

²Wis. 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.

Directions: Keep a copy of this filled out form for your records. Send the original to your landlord by regular mail or deliver it in person. Where possible, include copies of the ordinances and statutes mentioned in the letter.