

Overview: “Notice of Lease Violation and Tenancy Termination: Evicting a Problematic Tenant.”

A landlord or property manager faced with evicting a residential tenant who is in serious violation of lease provisions must incorporate knowledge of numerous laws aimed at the protection of tenants. This descriptive case study, based on an actual matter, examines tenant rights and landlord obligations throughout the eviction process.

Critical Incident:

On the evening of August 8, 2012, an individual returning from an extended business trip had plans to unpack and rest before the upcoming workweek. Those plans were interrupted by a telephone call from a resident of the apartment building where the individual’s brother lived, reporting that the building was on fire and that the brother had sustained injuries in the incident.

The fire was allegedly (and later determined to be) arson, started by neighbors across the hall who had been served with an eviction notice for nonpayment of rent. Wisconsin law requires landlords to provide proper notice to tenants before an eviction and to follow statutory procedures for nonpayment evictions. In wise of, rent was not paid within 14 days, the building’s owner disconnected electrical service to the apartment as a response to the delinquency.

However, under the Wisconsin Department of Agriculture, Trade, and Consumer Protection rules, section ATCP 134.09(5) prohibits a landlord from terminating or substantially reducing essential services, such as electricity, as a means of pressuring a tenant or to affect an eviction.

Frame of Reference:

The building at 15 West Spring Street in downtown Chippewa Falls, Wisconsin, was constructed in 1886 and is listed in the National Register as part of a commercial historic district, with a listing date of June 24, 1994. The structure features a bracketed, modillion-trimmed, projecting, featured metal cornice, segmental-arched window heads over long, narrow windows, altered windows, and a traditional street-level storefront.

Case Elements:

- **Key actors:** The building owner; tenants in Apartment 4 who were not paying rent; the local fire department; state inspectors; and state-level legal and regulatory authorities.
- **Initial perception:** Wisconsin Statutes section 704.17 and ATCP 134.09(5). Tenants in Apartment 4 were in arrears on rent, and a notice to evict for nonpayment was issued.
- **Selected solution by the owner:** A pay-or-quit approach was chosen, requiring payment of rent within 14 days or termination of tenancy.
- **Implementation of the solution:** After the tenants failed to pay within the 14 days, the owner accessed the building’s basement and disconnected electrical power to the apartment, effectively reducing essential services.

Focus Area:

The owner's decision to terminate electrical service violated ATCP 134.09(5) of the Wisconsin Administrative Code, which prohibits a constructive or retaliatory eviction through a substantial reduction in essential services. The landlord posted the notice in the local paper and then resorted to "Self-help." The owner should have initiated a lawful eviction or problem-resolution process through proper notice, documentation, and, if necessary, formal court proceedings. Under Wisconsin law, a landlord may not shut off utilities, remove doors, change locks, or otherwise attempt to force a tenant out outside of the statutory eviction procedures.

Decision Point:

Following the power disconnection, the tenant contacted the city to complain about the loss of electrical service, prompting a city inspector to visit before the fire. In the early morning hours of August 8, at approximately 12:40 a.m., a five-alarm fire was reported at the property. The fire raged for hours and almost burnt the entire block. Insurance carriers questioning the cause of the fire requested a formal investigation by state authorities, and the fire-damaged portion of the building was examined in detail, brick by brick, from the point of combustion. The investigation concluded that the fire was the result of arson.

Discussion Questions:

1. Owner's actions after nonpayment:

- After the tenants failed to pay rent following receipt of the notice, what specific legal options were available to the owner under Wisconsin landlord-tenant law, and in what sequence should they have been pursued? (This will vary from state to state)
- How should the owner have balanced legal compliance, property protection, and safety concerns when deciding how to respond to continued nonpayment and reported behavior in the unit?
- In what ways did disconnecting electrical service constitute an illegal "self-help" eviction, and what alternative lawful measures could have achieved the owner's objectives?
- If advising the owner as counsel or property manager, what step-by-step action plan would be recommended from the moment of nonpayment through potential court proceedings?

2. Tenants' responses to the notice:

- Upon receiving the notice, what immediate steps should the tenants take to understand their legal position, deadlines, and possible consequences?
- What avenues were available for the tenants to communicate with the owner, negotiate a payment plan or move-out date, or seek community or legal assistance to avoid escalation?

- What legal defenses or procedural objections might the tenants have raised if the owner proceeded through the courts, and how could those defenses have affected the outcome?
- How might the tenants have asserted their rights in response to the disconnection of electrical service, and what remedies could they have pursued through municipal authorities or the courts?

Epilogue:

Subsequent reflection on the incident highlights multiple opportunities in which different choices might have prevented the five-alarm arson fire on August 8, 2012. Many residents lacked renters' insurance and experienced immediate housing instability or homelessness because of the loss of their units, and the arson remains unsolved and classified as an open case

What would the outcome have been if the building's owner had followed Wisconsin Department of Agriculture, Trade & Consumer Protection Chapter 134.09(5)? (Will vary from state to state).

Other Pedagogical Materials:

Taken from the Chippewa Falls Fire Department incident number 12-0000388 08/12/12:

We responded to a report of a structure fire at 15 W. Spring Street. Upon arrival we found heavy fire at the rear of the building with smoke and flames visible from the second floor all the way to the roof line. At the front of the building we found Chippewa Falls Police officers assisting residents from their apartments. We also observed a female tenant at the second story window of the adjacent building. She was rescued by a fire fighter on a ladder.

We attacked the fire with an 1 3/4 inch hoseline from Engine 1. We searched all second floor apartments and found no other tenants needing evacuation. We eventually stretched 2 additional hoselines from Engine 1.

We requested 2 ambulances from Chippewa Fire District as well as an Engine.

We set up Engine 2 at the rear of the building and deployed 3 2 1/2 inch hoselines. We set the Snorkel up on the east side of the building and used it to control the fire as well as provide exposure protection.

We requested Anson Fire Department to standby at our station. We requested Tilden Fire Department to provide air for our SCBA bottles.

One injured civilian was transported to St. Joseph's Hospital by Fire District ambulance.

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Teaching Notes:

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Case overview:

“Notice of Lease Violation and Tenancy Termination: Evicting a Problematic Tenant” examines the legal and managerial challenges faced by a residential landlord attempting to remove a noncompliant tenant while remaining within the bounds of Wisconsin landlord–tenant law. (This will vary from state to state)

Evicting a problematic tenant is a complex and often long-term process, requiring the landlord to possess a thorough understanding of all applicable state and local eviction statutes, administrative codes, and procedural rules, and to apply that knowledge in a careful, consistent, and compliant manner. This descriptive case study, based on an actual incident, focuses on the interaction between tenant rights and landlord responsibilities, including legal compliance, risk management, and the consequences of improper self-help measures.

Target audience and course positioning:

This case is designed primarily for:

- Upper-undergraduate students in business law, real estate, property management, or related business programs.
- Graduate students in MBA or MS programs with courses in business law, risk management, or real estate.

Typical placement in the curriculum:

- First or Second semester in Business Law or Real Estate Law, Property Management course, after students have been introduced to the material in an introduction class.
 - Basic contract law and lease agreements.
 - Landlord–tenant relationships and statutory protections.
 - Civil procedure basics (small claims and eviction actions).

Prerequisite knowledge:

- Ability to read and interpret statutory and administrative code excerpts.
- Familiarity with the concept of “Self-help” and due process in civil disputes.

Recommended class time:

- One 75-minute session or two 55-minute sessions, with students reading the case in advance. (Classroom time will vary from institution to institution)

Learning outcomes:

After working through the case and related class discussion, students should be able to:

1. Recall the specific eviction laws applicable at both state and local levels for landlord–tenant relationships. (LO1) (Federal Laws might change the outcome)
2. Demonstrate how a landlord can apply eviction laws thoughtfully and comprehensively. (LO2)
3. Apply legal principles to create a strategy for dealing with a problem tenant. (LO3)
4. Implement proper procedures for serving eviction notices that respect both landlord and tenant rights. (LO4)

Theoretical and legal background:

Instructors may wish to review or assign preparatory material on the following concepts briefly:

- Illegal “Self-help” eviction: Shutting off utilities, changing locks, removing doors, or otherwise forcing a tenant out without a court order, which is prohibited under Wisconsin law and many similar landlord–tenant regimes. (The self-help eviction process is different from state to state.)
- Statutory eviction process: Required notices (e.g., 5-day, 14-day), filing procedures in small claims court, the role of the court commissioner and circuit judge, and the sheriff’s role in enforcing writs of restitution.
- Risk management and ethics: How improper actions by landlords can escalate conflict (e.g., vandalism, attempted arson), increase liability exposure, and undermine the long-term property and reputation of the property management group.

This framing allows instructors to link the case to broader themes, including the rule of law, procedural justice, ethical decision-making in conflict situations, and the economic and social costs of noncompliance.

Research method:

This is a descriptive case study based on an actual event. The facts have been organized and, if necessary, lightly disguised to protect confidentiality while preserving the integrity of the legal and managerial issues presented. (Will vary from state to state).

Discussion Questions:

1. Owner's actions after nonpayment (LO1, LO2, LO3, LO4)
 - After the tenants failed to pay rent following receipt of the notice, what specific legal options were available to the owner under Wisconsin landlord–tenant law, and in what sequence should they have been pursued? (Will vary from state to state).
 - How should the owner have balanced legal compliance, property protection, and safety concerns when deciding how to respond to continued nonpayment and reported behavior in the unit?
 - In what ways did disconnecting electrical service constitute an illegal “self-help” eviction, and what alternative lawful measures could have achieved the owner’s objectives? (Ethics may be a part of this)
 - If advising the owner or property manager as counsel, what step-by-step action plan would be recommended from the moment of nonpayment through potential court proceedings? (Will vary from state to state).
2. Tenants' responses to the eviction notice (LO1, LO4)
 - Upon receiving the notice, what immediate steps should the tenants take to understand their legal position, deadlines, and possible consequences?
 - What avenues were available for the tenants to communicate with the owner, negotiate a payment plan or move-out date, or seek community or legal assistance to avoid escalation?
 - What legal defenses or procedural objections might the tenants have raised if the owner proceeded through the courts, and how could those defenses have affected the outcome? (Federal Laws might change the outcome)
 - How might the tenants have asserted their rights in response to the disconnection of electrical service, and what remedies could they have pursued through municipal authorities or the courts?

Suggested teaching plan:

Pre-class assignment (out of class):

- Students read the case study and are asked to:
 - Identify all landlord actions that appear to violate statutory or administrative requirements.
 - List possible tenant responses and defenses.

In-class session (75 minutes):

1. Opening (10 minutes)

- Ask students to summarize the situation from the landlord's and tenants' perspectives. (Will vary from state to state).
- Group work writes on a learning board:
 - "Legal Options – Landlord."
 - "Legal Options – Tenant."

2. Exploring the landlord's options (25 minutes)

- Use Discussion Question 1 to walk through the proper sequence of steps after nonpayment and receipt of notice:
 - Use of proper notices under Wisconsin law. (Will vary from state to state).
 - Filing in small claims court.
 - Avoiding "self-help" process measures (e.g., shutting off power, turning off water, changing locks, and disabling Internet access).
- Ask students to connect each step to specific legal requirements and to assess the risk implications of deviating from those requirements.

3. Exploring the tenant's options (20 minutes)

- Use Discussion Question 2 to identify reasonable tenant responses:
 - Reviewing the notice and understanding the grounds for eviction.
 - Communicating with the landlord and/or seeking legal assistance.
 - Preparing to appear in court, asserting defenses, or negotiating stipulations.
- Discuss how tenants' rights and procedural safeguards operate within the eviction process. (Will vary from state to state).

4. Synthesis and wrap-up (20 minutes)

- Compare an illegal “self-help” process with a compliant legal path from both landlord and tenant perspectives.
- Highlight key lessons about:
 - Compliance, documentation, and communication.
 - Ethical decision-making under pressure.
 - Consequences of noncompliance (legal, financial, and safety).

Instructors may adapt the timing or structure for online or hybrid formats by using breakout groups for landlord-versus-tenant analysis.

Model answers and analysis:

Answer to Question 1: Owner (LO1) (LO2) (LO3) (LO4)

When the tenants did not pay rent after receiving the notice of eviction, the owner should have:

1. Followed statutory notice procedures.
 - Ensuring that the initial notice (e.g., 5-day or 14-day notice, depending on the nature of the violation and lease terms) was drafted correctly, dated, and served in accordance with Wisconsin statutes and local court rules. (Will vary from state to state).
2. Filed an eviction action in small claims court.
 - If the tenants failed to cure or vacate by the deadline, the landlord’s next step is to file a complaint for eviction (and, if desired, for past-due rent and damages) in small claims court.
 - As part of the filing, the landlord should provide:
 - A. The name of the owner of the rental property.
 - B. The name of the person(s) authorized by the landlord to act on behalf of the landlord.
 - C. A copy of any written and signed lease.
 - D. A copy of the notice to vacate.
3. Comply with court procedures and avoid self-help.
 - Under local rules (e.g., WI Section 903.02 Eviction Trials), eviction trials are typically held on the return date before a circuit judge, who may determine the amount of undisputed past-due rent and enter judgment accordingly. (will vary from state to state)
 - If additional claims for rent or property damage exist, the landlord may amend the complaint within the specified period, and a new date may be set as needed.

- At no point should the landlord attempt “self-help” eviction methods such as turning off power or water, changing locks, removing doors, or disabling internet access. These are prohibited and may expose the landlord to statutory penalties and tenant claims.
4. Utilize stipulated dismissals appropriately.
- Pursuant to provisions such as 903.025 (Will vary from state to state). On stipulated dismissals of eviction actions, the landlord may negotiate a stipulated agreement with the tenant. Still, such stipulations should be presented to and approved by the Court Commissioner or Circuit Court Judge in person, ensuring that both parties understand and agree to the conditions.

Overall, a legally compliant strategy emphasizes documentation, strict adherence to statutory procedures, and reliance on the court and the sheriff for enforcement rather than unilateral self-help.

Answer to Question 2: Tenant (LO1) (LO4)

Upon receiving an eviction notice, tenants should:

- Review the notice.
 - Carefully read the notice to understand the stated reason for eviction, the amount of rent claimed due, and the timeframe for curing the default or vacating the property.
- Understand their rights.
 - Familiarize themselves with their rights under state and local landlord–tenant law, including protections against illegal self-help measures and the right to due process in eviction proceedings.
- Communicate with the landlord.
 - Contact the landlord or property manager to discuss the notice, clarify any misunderstandings, and, if appropriate, negotiate payment plans or alternative arrangements. Note: The lease would have had statutory requirements to disclose contact information for the landlord.
- Seeking legal advice
 - Consult a lawyer or tenant advocacy organization experienced in landlord–tenant law in their community.
 - An attorney may assist the tenant in negotiating a stipulated dismissal (e.g., under provisions like 903.025) or in asserting defenses and counterclaims in court. (Will vary from state to state).
- Respond in writing and document everything.

- If a response is required, the tenant should respond in writing, keep copies of all correspondence, and maintain records of payments, repairs requested, and any communication related to the tenancy.
- Correct violations where possible.
 - If the eviction is based on curable violations (e.g., noise, unauthorized occupants, pets), tenants should take immediate steps to correct the behavior within the timeframe allowed.
- Attend court hearings.
 - Tenants must attend all scheduled hearings. Failure to appear can result in default judgments and loss of the opportunity to present defenses or negotiate terms.
- Prepare for moving if necessary.
 - If eviction is likely or ordered, tenants should promptly begin planning for alternative housing to minimize disruption and avoid further legal and financial consequences.

Experience and adaptation:

Once taught, instructors can add a concise note to this section documenting:

- Class level (e.g., Freshman to Senior-level business law) and size.
- How students responded to the landlord vs. tenant perspective. (Students renting off-campus apartments or houses)
- Any modifications (additional data, questions, or exhibits) made after classroom testing.

Documenting this experience is consistent with best practices for teaching notes and supports potential submission to Society for Case Research outlets.