Eviction in Wisconsin, Start to Finish: How the Process Works for Landlords and Tenants

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Educational only, not legal advice. This article explains how Wisconsin eviction law and procedure work, for landlords and tenants alike. It does not tell anyone what to do in a particular case. Paper Chasers LLC is not a law firm and does not provide legal advice or legal representation. Confirm current requirements with the clerk of courts, and talk to a licensed attorney about your own situation.

Why This Guide Covers Both Sides

An eviction is a court case, and a court case has two sides. Most eviction guides are written for one side or the other. This one is written for both, because both sides are working inside the same set of rules. A landlord who understands the tenant's protections is less likely to make a costly mistake. A tenant who understands the landlord's process is less likely to be caught off guard.

Evictions are common in Wisconsin. The state's Eviction Data Project counted 28,196 eviction filings statewide in 2023 and 26,726 in 2024. In the same years, it counted 2,965 and 2,507 judgments for eviction.[1] That gap matters. A filing is not the same thing as an eviction. Many cases end in other ways: the tenant pays, the parties reach an agreement, the tenant moves out, or the case is dismissed. Even so, a filing alone can show up on the public court website, as Stage 8 explains.

One rule applies from start to finish: in Wisconsin, only a court can order a residential tenant out, and only a sheriff can carry out that order.[2] Everything below follows from that.

The Big Picture: Eight Stages

Stage	What happens	Main law
1. The rules	The lease, the statutes and the consumer-protection rules set what each side may	Wis. Stat. ch. 704; Wis. Admin. Code ch. ATCP 134

[1] Wis. Dep't of Admin., Interagency Council on Homelessness, *Wisconsin Eviction Data Project* (last updated Jan. 6, 2026), https://doa.wi.gov/Pages/Wisconsin-Eviction-Data-Project.aspx. The 2024 judgment figure is described by the Department as preliminary.

[2] Wis. Admin. Code ATCP § 134.09(7) (2026); Wis. Stat. §§ 799.44(2), 799.45(2) (2023–24).

Stage	What happens	Main law
	and may not do.	
2. Notice	The landlord gives a written notice ending the tenancy. The kind of notice depends on the type of tenancy and the reason.	Wis. Stat. §§ 704.17, 704.19, 704.21
3. Filing	If the tenant stays after the notice period ends, the landlord files a small claims eviction case.	Wis. Stat. §§ 799.01, 799.05, 799.40–.41
4. Service	The summons and complaint are delivered to the tenant by a method the law allows, by a deadline.	Wis. Stat. §§ 799.05, 799.12, 799.16, 801.10, 801.11
5. Return date	Both sides appear. The case is decided, settled or set for a contested hearing.	Wis. Stat. §§ 799.43, 799.207
6. Judgment	The court decides who has the right to possession and may order a writ of restitution.	Wis. Stat. §§ 799.44, 799.445
7. The sheriff	The sheriff carries out the writ and handles property left behind.	Wis. Stat. §§ 799.45, 704.05(5)
8. Afterward	Money judgments, security deposits and the public court record.	Wis. Stat. §§ 704.28, 758.20; SCR 72.01

Stage 1: The Rules Behind Every Rental

Two bodies of law govern most residential rentals in Wisconsin. The first is Chapter 704 of the Wisconsin Statutes, the landlord-tenant chapter. The second is Chapter ATCP 134 of the Wisconsin Administrative Code, a set of consumer-protection rules for residential rental practices.[3]

The lease matters, but it cannot override everything. Some lease terms are void by law. For example, a rental agreement that authorizes eviction by any method other than the court

[3] Wis. Stat. ch. 704 (2023–24); Wis. Admin. Code ch. ATCP 134 (2026).

process in Chapter 799 is void and unenforceable.[4] Lease terms that conflict with the eviction-notice rules are generally invalid too, except in leases longer than one year.[5]

The way a lease is written can affect an eviction case directly. In 2024, the Wisconsin Court of Appeals held that a lease clause banning "use of the premises for an unlawful purpose" could not be enforced, because the lease did not contain a domestic-abuse notice the law requires.[6] The lesson is general: a lease is checked against the statutes, and a defect in the lease can affect what happens in court.

Stage 2: The Termination Notice

An eviction case normally cannot begin until the tenancy has ended. For most tenancies, that means the landlord first gives the tenant a written notice. The notice must be in writing, and it is given in one of the ways the law allows.[7] If the tenant does not do what the notice requires, such as paying, fixing the problem or moving, the tenant loses the right to possession after the date in the notice.[8]

Which notice applies?

The notice depends on two things: what kind of tenancy it is, and why it is ending.

Type of tenancy	Reason	Notice under the statute
Month-to-month or week-to-week	Unpaid rent	At least 5 days to pay or vacate, or a 14-day notice to vacate[9]
Month-to-month or week-to-week	Other breach (waste, damage, a broken rule)	At least 5 days to fix it or vacate, or a 14-day notice to vacate[10]
Lease of one year or less, or year-to-year	Unpaid rent	5 days to pay or vacate. If the tenant was already in default within the past year, a 14-day notice to vacate

[4] Wis. Admin. Code ATCP § 134.08(2) (2026).

[5] Wis. Stat. § 704.17(5) (2023–24).

[6] Koble Invs. v. Marquardt, 2024 WI App 26, 412 Wis. 2d 1, 7 N.W.3d 915 (applying Wis. Stat. § 704.44(10)).

[7] Wis. Stat. §§ 704.17(4), 704.21 (2023–24).

[8] Wis. Stat. § 704.17(4) (2023–24).

[9] Wis. Stat. § 704.17(1p)(a) (2023–24).

[10] Wis. Stat. § 704.17(1p)(b) (2023–24).

Type of tenancy	Reason	Notice under the statute
		with no chance to cure[11]
Lease of one year or less, or year-to-year	Other breach	5 days to fix it or vacate. A repeat breach within one year allows a 14-day notice to vacate[12]
Lease of more than one year	Unpaid rent or other breach	At least 30 days to comply[13]
Any tenancy	Certain criminal or drug-related activity	5-day notice to vacate with no chance to cure, with required contents[14]
Any tenancy	A nuisance notice from law enforcement or the district attorney	5-day notice to vacate[15]
Monthly periodic tenancy	No fault (ending the tenancy without cause)	At least 28 days, ending at the end of a rental period[16]
Weekly periodic tenancy	No fault	At least one full rental period (7 days)[17]

Two details from the statute are worth knowing. First, "rent" includes past-due rent and late fees on that rent.[18] Second, a notice that states the wrong amount is still valid unless the landlord misstated the amount on purpose, or the tenant paid or offered what the tenant believed was owed.[19]

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[11] Wis. Stat. § 704.17(2)(a) (2023–24).

[12] Wis. Stat. § 704.17(2)(b) (2023–24).

[13] Wis. Stat. § 704.17(3)(a) (2023–24).

[14] Wis. Stat. § 704.17(3m) (2023–24).

[15] Wis. Stat. § 704.17(1p)(c), (2)(c), (3)(b) (2023–24).

[16] Wis. Stat. § 704.19(2)(b)1., (3) (2023–24).

[17] Wis. Stat. § 704.19(3) (2023–24).

[18] Wis. Stat. § 704.17(1g) (2023–24).

[19] Wis. Stat. § 704.17(4m) (2023–24).

The criminal-activity notice has special rules. It must describe the activity, give the date and the people involved, and tell the tenant about the right to contest it in court. No arrest or conviction is required. If the tenant contests the notice, the landlord must prove the allegations by the greater weight of the credible evidence. The rule does not apply to a tenant who is the victim of the criminal activity.[20] Federal law can change the picture in public housing. The Wisconsin Supreme Court has held that federal law overrides the state right-to-cure provision when a public housing tenant is evicted for drug-related criminal activity.[21]

The federal 30-day notice question

Some rental properties have federal ties: a federally backed mortgage, or participation in certain federal housing programs. For these "covered" properties, a provision of the 2020 federal CARES Act says the landlord may not require the tenant to vacate without a 30-day notice.[22] The COVID-era eviction moratorium has ended, but courts around the country disagree about whether this 30-day notice requirement is still in force. Landlords and tenants both benefit from knowing whether a property is "covered" before a notice is given.

How the notice is delivered, and when the clock starts

A landlord may give notice in any of these ways:[23]

- handing it to the tenant, or leaving it at the tenant's home with a family member 14 or older who is told what it says;
- leaving it with a competent person in charge of or living at the premises, and also mailing a copy;
- if those cannot be done with reasonable diligence, posting it in a conspicuous place on the premises and also mailing a copy;
- sending it by registered or certified mail to the tenant's last-known address; or
- serving it the same way a summons is served.

The day the notice is given counts as the first day of the notice period. For posting or leaving a copy plus mailing, that day is the later of the two. For registered or certified mail, it is the second day after mailing if the notice is mailed within Wisconsin.[24] When there are

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[20] Wis. Stat. § 704.17(3m) (2023–24).

[21] Milwaukee City Hous. Auth. v. Cobb, 2015 WI 27, 361 Wis. 2d 359, 860 N.W.2d 267 (citing 42 U.S.C. § 1437d(*l*)(6)).

[22] Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, § 4024(c), 134 Stat. 281, 492 (2020) (codified at 15 U.S.C. § 9058(c)). *See, e.g.*, Olentangy Commons Owner LLC v. Fawley, 228 N.E.3d 621, 633 (Ohio Ct. App. 2023) (holding that the notice requirement did not expire with the moratorium); Nat'l Hous. L. Project, *Enforcing the CARES Act 30-Day Notice Requirement* (Feb. 4, 2025) (collecting decisions on both sides).

[23] Wis. Stat. § 704.21(1) (2023–24).

[24] Wis. Stat. § 704.19(7) (2023–24).

two or more tenants, notice to one is treated as notice to all.[25] If a notice was not delivered properly but the tenant actually received it, it can still count. The landlord would have to prove actual receipt by clear and convincing evidence.[26]

For notices sent by certified mail, a U.S. Post Office proof of certified mailing is enough to show that notice was given. An affidavit of service is not required.[27]

What a Landlord Cannot Do Instead

Some landlords are tempted to skip the court process. Wisconsin law forbids it. A landlord may not exclude a tenant, forcibly evict a tenant, or "constructively" evict a tenant (for example, by making the unit unlivable) except through the court procedure in Chapter 799.[28] The rules also forbid:

- **Retaliation.** A landlord may not end a tenancy, refuse to renew, raise rent, cut services, or shut off or substantially reduce heat, water or electricity because a tenant reported a code violation, joined a tenant union or asserted a legal right.[29] The Wisconsin Supreme Court recognized retaliation as a defense in 1970, holding that a landlord cannot evict a tenant solely because the tenant reported building code violations.[30] The statute contains an exception: a landlord may still bring an eviction for unpaid rent, as long as the unpaid amount is not a rent increase that was itself retaliatory.[31]
- **Seizing property.** A landlord generally has no right to hold or seize a tenant's belongings, except as the statutes allow or by a separate, signed agreement.[32]

For tenants, these rules mean an eviction notice is not a lockout. For landlords, they mean that changing the locks, removing doors, or shutting off utilities to force a tenant out can create legal exposure of its own.

Stage 3: Filing the Eviction

Residential evictions in Wisconsin are handled in small claims court, regardless of how much rent is owed.[33] The landlord, an attorney, or an agent with written authorization files

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[25] Wis. Stat. § 704.21(4) (2023–24).

[26] Wis. Stat. § 704.21(5) (2023–24).

[27] Wis. Stat. § 799.40(1g) (2023–24).

[28] Wis. Admin. Code ATCP § 134.09(7) (2026).

[29] Wis. Admin. Code ATCP § 134.09(5) (2026); Wis. Stat. § 704.45(1) (2023–24).

[30] Dickhut v. Norton, 45 Wis. 2d 389, 173 N.W.2d 297 (1970).

[31] Wis. Stat. § 704.45(2) (2023–24).

[32] Wis. Admin. Code ATCP § 134.09(4) (2026).

a summons and complaint with the clerk of courts in the county where the property is located.[34] Statewide small claims forms are available from the Wisconsin court system.

The return date

The summons lists a *return date*, the first court date. In an eviction, the return date must be at least 5 days and no more than 25 days after the summons is issued.[35] The other small claims deadlines (8 to 30 days) do not apply to evictions. They are faster on purpose.

What can be asked for

The main claim in an eviction is for *possession*, meaning the right to have the unit back. The landlord may also join claims for unpaid rent and damages that arise from the tenant's occupancy.[36] In practice, the possession question is often decided first, and the money claim is handled at a later hearing.

Accepting rent after notice

A common belief is that a landlord who accepts a payment after giving notice has "cancelled" the eviction. Wisconsin law says otherwise. A case cannot be dismissed just because the landlord accepted past-due rent or another payment after serving the notice or after filing.[37] It is also not a defense that the other side waived an earlier breach or that a custom developed between the parties.[38] Whether a particular payment or agreement resolves a particular case is a separate question that depends on what the parties agreed to.

Emergency assistance stays

If a tenant applies for Wisconsin emergency assistance, the court must stay (pause) the eviction while eligibility is decided. If the tenant is found eligible, the stay generally continues until the assistance is received. No stay of this kind may be granted after a writ of restitution has been issued.[39] The Court of Appeals has explained that the stay is meant to last only a reasonable time, and that the tenant is expected to seek suitable housing within that time.[40]

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[33] Wis. Stat. § 799.01(1)(a) (2023–24).

[34] Wis. Stat. §§ 799.11, 799.40(1) (2023–24).

[35] Wis. Stat. § 799.05(3)(b) (2023–24).

[36] Wis. Stat. § 799.40(2) (2023–24).

[37] Wis. Stat. § 799.40(1m) (2023–24).

[38] Wis. Stat. § 799.40(1s) (2023–24).

[39] Wis. Stat. § 799.40(4)(a); *see also* Wis. Stat. § 49.138 (2023–24).

[40] McQuestion v. Crawford, 2009 WI App 35, 316 Wis. 2d 494, 765 N.W.2d 822.

Stage 4: Service of the Summons and Complaint

Filing starts the case. Service is what lets the court hear it. In an eviction, the complaint must be served together with the summons.[41]

Who may serve

Any adult resident of the state where service is made who is not a party to the case may serve the summons, and service must be made with reasonable diligence.[42] A landlord cannot serve the landlord's own case. Most landlords use the county sheriff or a private process server.

The methods, in order

1. Personal service.
The papers are handed to the tenant.[43]

2. Substituted service.
If the tenant cannot be personally served with reasonable diligence, the papers may be left at the tenant's usual home with a competent family member at least 14 years old, or a competent adult who lives there, who is told what the papers are.[44]

3. Service by mail, where a court allows it.
A circuit court may adopt a local rule permitting mail service in small claims cases. For evictions served this way, the clerk must use certified mail with return receipt requested.[45]

4. Posting and mailing.
If the tenant cannot be served personally or by substituted service, the eviction statute allows the papers to be posted on the premises and mailed, under strict timing rules.[46] See below.

Posting and mailing, step by step

Posting and mailing is a fallback with its own deadlines, and the rule is found in Wis. Stat. § 799.16(3).[47] If the summons comes back more than 7 days before the return date, with proof that the tenant could not be served personally or by substituted service, the landlord may:

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[41] Wis. Stat. § 799.42 (2023–24).

[42] Wis. Stat. § 801.10(1) (2023–24).

[43] Wis. Stat. § 801.11(1)(a); *see* Wis. Stat. § 799.12(1) (2023–24).

[44] Wis. Stat. § 801.11(1)(b) (2023–24).

[45] Wis. Stat. § 799.12(2)–(3) (2023–24).

[46] Wis. Stat. § 799.16(3). Note: an earlier version of our landlord's guide cited § 799.12 for posting and mailing. The posting-and-mailing procedure for evictions is in § 799.16(3) (2023–24).

- post a copy of the summons and complaint on part of the premises where it can easily be read, at least 7 days before the return date; and
- mail another copy to the tenant's last-known address, even if that is the rental unit itself, at least 5 days before the return date.

If the timing does not allow that, the court adjourns the case on the return date to a new date at least 7 days later, and the posting and mailing are done with a notice of the new date. Before judgment can be entered on this kind of service, the landlord must file proof of compliance.[48]

What "reasonable diligence" means

There is no fixed number of attempts in Wisconsin law. Courts look at the facts. The Wisconsin Supreme Court held that two calls at a home, with no effort to find out where the person was, did not support substituted service.[49] The Court of Appeals has said that a plaintiff "must not stop short of pursuing a viable lead."[50] More recently, it held that a single attempt can be enough in the right circumstances, in that case at a gated community.[51] The common thread is effort that is reasonable for the situation, and a written record of every attempt.

The 5-day service deadline

In an eviction, service must be made at least 5 days before the return date.[52] Wisconsin's time-counting rule says the day of the act or event is not counted, the last day is counted, and Saturdays, Sundays and holidays are skipped when the period is less than 11 days.[53] Counting back from the return date under that rule:

Example: return date is a Tuesday (no holidays that week)	Count
Tuesday (return date)	Not counted
Monday	Day 1

[47] Wis. Stat. § 799.16(3). Note: an earlier version of our landlord's guide cited § 799.12 for posting and mailing. The posting-and-mailing procedure for evictions is in § 799.16(3) (2023–24).

[48] Wis. Stat. § 799.16(3). Note: an earlier version of our landlord's guide cited § 799.12 for posting and mailing. The posting-and-mailing procedure for evictions is in § 799.16(3) (2023–24).

[49] Heaston v. Austin, 47 Wis. 2d 67, 176 N.W.2d 309 (1970).

[50] Loppnow v. Bielik, 2010 WI App 66, 324 Wis. 2d 803, 783 N.W.2d 450.

[51] Culver v. Kaza, 2021 WI App 57, 399 Wis. 2d 131, 963 N.W.2d 865.

[52] Wis. Stat. § 799.05(3)(b) (2023–24).

[53] Wis. Stat. § 801.15(1)(b) (2023–24).

Example: return date is a Tuesday (no holidays that week)	Count
Saturday and Sunday	Skipped
Friday	Day 2
Thursday	Day 3
Wednesday	Day 4
Tuesday of the week before	Day 5: the last day service is on time

A holiday in that window pushes the deadline back another business day. Because counties can differ in practice, the clerk of courts is the best place to confirm a specific date. Our companion article, The 5-Day Eviction Service Deadline in Wisconsin, walks through more examples.

Proof of service

After service, the server signs a proof of service stating who was served, where, when and how. When service was substituted or made by posting, the record of earlier attempts is what shows the court that reasonable diligence came first.

Stage 5: The Return Date and the Hearing

On the return date, the parties usually appear before a court commissioner. Several things can happen.

- **The tenant does not appear.** If service was proper, the landlord may be granted a default judgment.
- **The landlord does not appear.** The case may be dismissed.
- **The parties reach an agreement.** Many cases end in a written stipulation, such as a payment plan or a move-out date. What happens if an agreement is not kept depends on its terms.
- **The tenant disputes the case.** The commissioner may decide it that day if both sides agree and no witnesses are needed. Otherwise the case is set for a hearing.[54]

How a tenant responds

In an eviction, a tenant may answer the complaint orally or in writing. A written, signed answer is required only if the tenant disputes the landlord's title to the property.[55]

What the court decides

Eviction cases are narrow. The Wisconsin Supreme Court has said that only limited issues may be raised.[56] In general, the questions are whether there is a landlord-tenant

[54] Wis. Stat. § 799.207(1)(b) (2023–24).

[55] Wis. Stat. § 799.43 (2023–24).

[56] Clark Oil & Refin. Corp. v. Leistikow, 69 Wis. 2d 226, 230 N.W.2d 736 (1975).

relationship, whether the tenancy ended through proper notice, and whether the tenant is still in possession.[57] Defenses the law recognizes include improper notice, improper service and retaliation.[58]

A tenant may counterclaim, but only for claims related to the rented property.[59] In one case, the Wisconsin Supreme Court upheld the dismissal of counterclaims, including claims about oral agreements and interference with quiet enjoyment, because they were outside the lease.[60]

Commissioner or judge

A court commissioner's decision is not the last word. A party has a right to a new trial before a circuit court judge if a written demand is filed within the short statutory deadline after the commissioner's decision.[61] That deadline is measured in days, not weeks, and the commissioner must provide the form and instructions.

Stage 6: Judgment, Stays and Appeals

If the court finds the landlord is entitled to possession, it enters an order for judgment and orders that a *writ of restitution* be issued. The writ is the court's order directing the sheriff to restore possession to the landlord.[62]

Hardship stays

The court may stay the writ where it finds hardship. A hardship stay cannot last more than 30 days from the judgment. As a condition, the tenant must pay all rent and other charges due on the date of judgment, plus the reasonable value of staying during the stay, and the court may require a bond. If the tenant does not pay, the landlord may file an affidavit and the writ may issue immediately.[63]

Default judgments

A default judgment in small claims cannot be appealed. Instead, the trial court may reopen it on a motion showing good cause, generally made within 12 months after the judgment.[64]

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[57] Scalzo v. Anderson, 87 Wis. 2d 834, 847–48, 275 N.W.2d 894, 899 (1979).

[58] Dickhut v. Norton, 45 Wis. 2d 389, 173 N.W.2d 297 (1970).

[59] Wis. Stat. § 799.43 (2023–24).

[60] Scalzo v. Anderson, 87 Wis. 2d 834, 275 N.W.2d 894 (1979).

[61] Wis. Stat. § 799.207(3) (2023–24).

[62] Wis. Stat. § 799.44(1)–(2) (2023–24).

[63] Wis. Stat. § 799.44(3) (2023–24).

[64] Wis. Stat. § 799.29(1)(a), (c) (2023–24).

The Court of Appeals has held that this motion is the exclusive way to reopen a small claims default.[65]

Appeals

An eviction appeal must be started within 15 days of the entry of the judgment or order. A tenant's appeal does not stop the eviction unless the tenant files an undertaking (a bond) covering costs, rent and damages during the appeal.[66] The Wisconsin Supreme Court has held that a motion for reconsideration does not extend this 15-day deadline.[67]

Stage 7: The Writ of Restitution and the Sheriff

The landlord brings the writ to the sheriff and pays the sheriff's fee. Some timing rules apply:

- The sheriff may not execute a writ received more than 30 days after it was issued.[68]
- The sheriff must execute the writ within 10 days of receiving it.[69]

The sheriff removes the tenant and anyone occupying under the tenant, using reasonable force if necessary.[70] Only the sheriff carries out this step. A landlord who removes a tenant without a writ is acting outside the law described in the self-help section above.

Belongings left behind

There are two paths for property left in the unit. The sheriff may remove and store it, in which case the sheriff must mail notice to the tenant within 3 days, and storage costs fall on the tenant.[71] Or the landlord may tell the sheriff, when delivering the writ, that the landlord will handle the property under § 704.05(5).[72] Under that statute, the landlord may generally treat the property as abandoned, with exceptions. Prescription medication and prescription medical equipment must be held for 7 days. Vehicles and manufactured or mobile homes require written notice before disposal.[73]

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[65] King v. Moore, 95 Wis. 2d 686, 291 N.W.2d 304 (Ct. App. 1980).

[66] Wis. Stat. § 799.445 (2023–24); *see also* Wis. Stat. § 808.04(2).

[67] Highland Manor Assocs. v. Bast, 2003 WI 152, 268 Wis. 2d 1, 672 N.W.2d 709.

[68] Wis. Stat. § 799.44(1)–(2) (2023–24).

[69] Wis. Stat. § 799.45(5)(a) (2023–24).

[70] Wis. Stat. § 799.45(2) (2023–24).

[71] Wis. Stat. § 799.45(3)(b) (2023–24).

[72] Wis. Stat. § 799.45(3m) (2023–24).

[73] Wis. Stat. § 704.05(5) (2023–24).

Stage 8: After the Case Ends

The security deposit

The security deposit rules still apply after an eviction. When a tenant is removed by the sheriff, the landlord generally must return the deposit, minus lawful deductions, within 21 days after the landlord learns the tenant has been removed.[74]

Money judgments

If the landlord also claimed rent or damages, the court decides that claim separately. A money judgment is enforced the way other civil judgments are. It is a separate thing from the order for possession.

The public court record (CCAP)

Wisconsin's online court site, the Wisconsin Circuit Court Access site (often called CCAP), shows eviction cases. Two sets of rules decide how long they stay visible.

By statute, an eviction case where a writ of restitution was granted must stay on the site for at least 10 years, and a dismissed eviction case with no money judgment must stay for at least 2 years.[75] Separately, in 2024 the Wisconsin Supreme Court changed its record-retention rules for small claims eviction files, effective July 1, 2025.[76] Under those rules:

Outcome of the eviction case	Retention period
No money judgment against any party (including dismissals and stipulated dismissals)	2 years
Writ of restitution granted against the tenant	10 years
Other small claims cases, including those with a money judgment	20 years

For tenants, this is why a filing alone can affect future rental applications for a time. For landlords, it is why accurate case information matters. Our article Understanding Wisconsin CCAP explains how to read these records.

Common Misunderstandings

Belief	What the law says
"An eviction notice means I have to be out in 5 days."	A notice ends the tenancy if it is not complied with. Only a court order,

[74] Wis. Stat. § 704.28(4) (2023–24).

[75] Wis. Stat. § 758.20(2) (2023–24).

[76] *In re* Amendment of SCR 72.01(8), 72.01(9), & 72.01(10), 2024 WI 24 (order filed June 18, 2024; eff. July 1, 2025).

Belief	What the law says
	carried out by the sheriff, can remove a tenant.[77]
"If the tenant won't leave, the landlord can change the locks."	Self-help eviction is prohibited.[78]
"If the landlord takes my money, the eviction is cancelled."	Accepting payment after notice or filing is not, by itself, grounds to dismiss.[79]
"The server has to try three times before posting."	There is no fixed number. The test is reasonable diligence under the facts.[80][81][82]
"A filed eviction is an eviction."	Filings far outnumber judgments for eviction.[83] But a filing can appear on CCAP even if it is dismissed.[84]
"The commissioner's decision is final."	A party can demand a new trial before a judge within a short deadline.[85]

Where to Find More Information

- **Wisconsin Court System.** Statewide small claims forms and self-help information at wicourts.gov.
- **Wisconsin State Law Library.** A landlord-tenant research page with links to statutes, forms and county resources at wilawlibrary.gov.
- **Wisconsin Department of Agriculture, Trade and Consumer Protection.** Information on residential rental practices under ATCP 134.

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[77] Wis. Admin. Code ATCP § 134.09(7) (2026); Wis. Stat. §§ 799.44(2), 799.45(2) (2023–24).

[78] Wis. Admin. Code ATCP § 134.09(7) (2026).

[79] Wis. Stat. § 799.40(1m) (2023–24).

[80] Heaston v. Austin, 47 Wis. 2d 67, 176 N.W.2d 309 (1970).

[81] Loppnow v. Bielik, 2010 WI App 66, 324 Wis. 2d 803, 783 N.W.2d 450.

[82] Culver v. Kaza, 2021 WI App 57, 399 Wis. 2d 131, 963 N.W.2d 865.

[83] Wis. Dep't of Admin., Interagency Council on Homelessness, *Wisconsin Eviction Data Project* (last updated Jan. 6, 2026), https://doa.wi.gov/Pages/Wisconsin-Eviction-Data-Project.aspx. The 2024 judgment figure is described by the Department as preliminary.

[84] Wis. Stat. § 758.20(2) (2023–24).

[85] Wis. Stat. § 799.207(3) (2023–24).

- **Your county clerk of courts.** Local procedures, return-date scheduling and filing requirements.
- **Legal aid and lawyer referral.** Wisconsin has nonprofit legal aid organizations, and the State Bar of Wisconsin operates a lawyer referral service. 211 Wisconsin can connect people with rental assistance programs.

Closing Thoughts

An eviction runs on deadlines, notices and paperwork. Most problems in eviction cases come from a step done out of order, a notice of the wrong kind, a deadline missed by a day, or an attempt that was never written down. The rules are the same for both sides. The more both sides understand them, the more likely the case is decided on what actually happened.

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