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All About - Rent Increases and Late Fees in Wisconsin

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Are there laws in Wisconsin regulating rent increases?

In general, there is no limit on the amount of rent a landlord in Wisconsin can charge. However, local ordinances may apply, and people living in subsidized housing, mobile homes, and other types of tenancies may have additional protections. The main sources of law related to rental tenancies are Chapter 134 of the Agricultural Trade and Consumer Protection regulations and Chapters 704 and 799 of the Wisconsin Statutes.

Can landlords increase rent at any time?

No. Landlords can only increase rent:

- When a tenancy ends; or
- When they have met any rent-increase terms of a rental agreement, if present.

Can landlords increase rent in the middle of a lease term?

Generally, landlords cannot increase rent during the term of a lease unless the rental agreement specifically allows for rent adjustments.

Do landlords need to provide notice before increasing rent?

Yes, landlords must provide notice of rent increases within a specified timeframe as outlined in the rental agreement, lease, or as required by Wisconsin law.

How much notice is required for a rent increase in Wisconsin?

The amount of notice required for a rent increase in Wisconsin depends on the type of tenancy.

If you have a periodic tenancy and the landlord wants to increase your rent, they are basically ending your current tenancy and starting a new tenancy at the new rental rate. Thus, the notice needed to increase rent is the same as the notice required to terminate a periodic tenancy (see our article [How to End a Tenancy Early](#) for more information on notice requirements). For instance, 28 days' notice is required to increase rent in a month-to-month tenancy.

If you have a term tenancy (specific start and end date) with an auto-renewal clause, the notice required for a rent increase is generally the same as the notice required for nonrenewal.

Is there a limit to the amount by which the landlord can increase the rent?

Not in market-rate, or private, housing (as opposed to public or subsidized housing). Wisconsin law prohibits rent control in private housing. This means Wisconsin law does not limit the percentage or amount by which a landlord may raise the rent in private housing.

What if I call the building inspector, and later the landlord raises my rent?

Wisconsin law does not allow landlords to retaliate against tenants for exercising their legal rights, such as calling a building inspector to make a good faith complaint about unaddressed repairs. Increasing your rent could indicate that the landlord is retaliating against you, but other information would be helpful.

For instance, did the landlord increase only your rent, or did other tenants also receive rent increases at the same time? Did tenants with similarly sized units as you receive similarly sized rent increases, or was your increase larger? If you live in a periodic tenancy, how soon after you called the building inspector did the landlord increase your rent?

The rental rate on my renewal was much higher than what the landlord offered other tenants in the same types of units. Is that allowed?

There is technically nothing in Wisconsin law that says landlords with multiple units of the same size must charge the same for each. However, charging differently for similarly sized units with similar amenities might be evidence of illegal discrimination or retaliation.

For instance, if white tenants are offered lower renewal rates than others for similarly sized units, this could signal discrimination. If a tenant who asked for reasonable repairs is offered higher renewal rates than others for similarly sized units, this could signal retaliation.

Can landlords evict tenants for late rent payments?

Yes, landlords may initiate eviction proceedings if tenants fail to pay rent on time (even one late payment could trigger an eviction action), but they must follow legal procedures outlined in state law. It is important to note that even if a landlord accepts late rent, a tenant may still be vulnerable to an eviction filing depending on timing and circumstance.

What should tenants do if they are unable to pay rent on time?

Tenants should communicate with their landlords as soon as possible to discuss their situation and explore possible solutions, such as delayed payment, payment plans, or temporary rent reductions. More options tend to be available if communication is initiated before rent is due or late.

Where can tenants get help or information about rent increases?

Tenants can seek assistance and information from local legal aid services, tenant advocacy groups, or the Wisconsin Department of Agriculture, Trade and Consumer Protection.

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