

## Wisconsin Law and Tenant Lease Holds

I have an office tenant holding over under a one-year lease with no holdover provision and I have done nothing to remove the tenant. If I accept the tenant's rent payment for the next month, can I unilaterally terminate the tenancy at any time?

No. It is a common misconception that a commercial tenant who holds over becomes a month-to-month tenant. This is not the case with commercial leases with an original term of a year or more. Under Wisconsin law, if the tenant under such a lease holds over beyond expiration of the lease term, the landlord may either (a) continue the lease on a *year-to-year* basis, or (b) remove the tenant.

If the landlord shows an intent to allow the tenant to remain in possession of the premises after expiration (for example, by accepting rent) prior to starting proceedings to remove the holdover tenant, then the lease automatically extends for *an additional year* under the same terms and conditions as the expired lease. The holdover tenant loses, however, any rights the lease might have granted to the tenant to extend or renew the lease or to purchase the leased premises.

During this additional year, neither party may unilaterally terminate the tenancy.

So, if you did not include a contrary holdover provision in your lease and the tenant does not agree to terminate the tenancy, you may be stuck with your holdover office tenant for another year by accepting rent. Or, looking at it another way, you can stick your tenant with a one-year extension by letting the tenant hold over and accepting rent.

*These materials provide general information which does not constitute legal or tax advice and should not be relied upon as such. Particular facts or future developments in the law may affect the topic(s) addressed within these materials. Always consult with a lawyer about your particular circumstances before acting on any information presented in these materials because it may not be applicable to you or your situation. Providing these materials to you does not create an attorney/client relationship. You should not provide confidential information to us until Reinhart agrees to represent you.*

**POSTED:**

Jan 27, 2008

**RELATED PRACTICES:**

[Real Estate](#)

<https://www.reinhartlaw.com/practices/real-estate>