

SUPREME COURT OF WISCONSIN

Koble Investments v. Elicia Marquardt

2026 WI 19 · No. 2022AP182 · Decided June 5, 2026

SUMMARY

The Wisconsin Supreme Court reversed the court of appeals and held that Wisconsin Statute § 427.104 does not apply to a residential lease requiring rent payments monthly because such a lease is not an agreement to defer payment. The court further held that, even if the lease was void and unenforceable for omitting the required domestic-abuse-protections notice, the tenant had not shown pecuniary loss resulting from the violation. Accordingly, neither the tenant nor her attorney could recover statutory damages, costs, or attorney fees.

CASE DETAILS

COURT	Supreme Court of Wisconsin
WRITING FOR THE COURT	Rebecca Grassl Bradley, J.; Jill J. Karofsky, C.J.; Annette Kingsland Ziegler, J.; Rebecca Frank Dallet, J.; Brian K. Hagedorn, J.; Janet C. Protasiewicz, J.
JURISDICTION	Wisconsin Supreme Court
DECIDED	June 5, 2026
DOCKET	2022AP182
DISPOSITION	reversed
PROCEDURAL POSTURE	Koble sought review of a published court of appeals decision that reversed the Marathon County Circuit Court, held that the Wisconsin Consumer Act applied to Marquardt's residential lease, declared the lease void and unenforceable under Wisconsin landlord-tenant law, and permitted statutory damages and attorney fees. The Supreme Court reversed the court of appeals.
STANDARD OF REVIEW	Statutory interpretation and application are reviewed independently as questions of law, while the court benefits from the analyses of the circuit court and court of appeals.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Koble Investments, James Miller, intervenor, insofar as he pursued attorney-fee issues v. Elicia Marquardt

TOPICS

landlord tenant

eviction

consumer protection

statutory interpretation

damages

PRACTICE AREAS

landlord-tenant law

consumer protection

statutory interpretation

remedies

QUESTIONS PRESENTED

1. Whether Wisconsin Statute section 427.104 applies to a residential lease under which rent is payable monthly.
2. Whether a monthly residential lease constitutes an agreement to defer payment under the Wisconsin Consumer Act.
3. Whether Marquardt established pecuniary loss caused by the alleged violation of Wisconsin Statute section 704.44(10) and Wisconsin Administrative Code section ATPC 134.08(10).
4. Whether Marquardt or Attorney Miller could recover statutory damages, costs, or attorney fees under Wisconsin Statutes sections 100.20(5) and 425.308(1).

HOLDINGS

1. A residential lease under which rent is payable on a monthly basis is not an agreement to defer payment because the tenant's obligation to pay each month's rent accrues during that month rather than existing as a debt deferred from the time the lease is signed.
2. Marquardt could not recover statutory damages because she did not prove a pecuniary loss caused by Koble's alleged violation of the residential-leasing statutes and regulations.
3. Neither Marquardt nor Attorney Miller was entitled to recover attorney fees or costs under Wisconsin Statutes sections 425.308(1) or 100.20(5).

KEY QUOTATIONS

“We reverse the court of appeals and hold that WIS. STAT. § 427.104 does not govern a residential lease under which rent is payable on a monthly basis because it is not an “agreement to defer payment.”” (§4)

“Upon signing a residential lease under which rent is payable on a monthly basis, the tenant and the landlord have not agreed to defer payment of rent.” (§8)

“Because Marquardt did not prove she suffered any pecuniary loss as a result of Koble’s alleged violation of WIS. STAT. § 704.44(10) and WIS. ADMIN. CODE § ATPC 134.08(10), neither Marquardt nor Attorney Miller are entitled to recover any damages, costs, or attorney fees under WIS. STAT. § 100.20(5).” (§31)

FACTUAL BACKGROUND

Koble sent its residential tenant, Elicia Marquardt, a notice terminating her lease for nonpayment of rent during a sixty-day COVID-19 moratorium prohibiting landlords from serving such notices. Marquardt asserted that the notice violated the Wisconsin Consumer Act and that the lease was void and unenforceable because it permitted

termination for a crime committed in relation to the rental property without including the statutory domestic-abuse-protections notice. The eviction claim was dismissed, and Marquardt's former attorney, James Miller, pursued intervention and statutory attorney fees after Marquardt stopped participating in the litigation. The record did not establish that Marquardt suffered a pecuniary loss caused by the alleged lease violation.

PROCEDURAL HISTORY

Koble served Marquardt with an eviction notice during the COVID-19 eviction moratorium and later dismissed the eviction claim. Marquardt asserted counterclaims under the Wisconsin Consumer Act and Wisconsin residential-leasing statutes. The circuit court rejected the counterclaims and denied attorney Miller's motions to intervene and for fees, although it later allowed Miller to intervene for purposes of appealing the fee-related issues. The court of appeals reversed and remanded for damages and fees. The Supreme Court granted review and reversed.

DISPOSITION

reversed

CASES CITED

- Brey v. State Farm Mutual Automobile Insurance Co., 2022 WI 7, 400 Wis. 2d 417, 970 N.W.2d 1
- Eau Claire County Department of Human Services v. S.E., 2021 WI 56, 397 Wis. 2d 462, 960 N.W.2d 391
- State ex rel. Kalal v. Circuit Court for Dane County, 2004 WI 58, 271 Wis. 2d 633, 681 N.W.2d 110
- Seider v. O'Connell, 2000 WI 76, 236 Wis. 2d 211, 612 N.W.2d 659
- Bruno v. Milwaukee County, 2003 WI 28, 260 Wis. 2d 633, 660 N.W.2d 656
- Kersten v. H.C. Prange Co., 186 Wis. 2d 49, 520 N.W.2d 99 (Ct. App. 1994)
- Schaaf v. Nortman, 19 Wis. 2d 540, 120 N.W.2d 654 (1963)
- Laramore v. Ritchie Realty Management Co., 397 F.3d 544 (7th Cir. 2005)
- CED Properties, LLC v. City of Oshkosh, 2018 WI 24, 380 Wis. 2d 399, 909 N.W.2d 136
- Winebow, Inc. v. Capitol-Husting Co., 2018 WI 60, 381 Wis. 2d 732, 914 N.W.2d 631
- James v. Heinrich, 2021 WI 58, 397 Wis. 2d 517, 960 N.W.2d 350
- Scanlan v. Childs, 33 Wis. 663 (1873)
- United States v. State Bank of North Carolina, 31 U.S. (6 Pet.) 29 (1832)
- Loper Bright Enterprises v. Raimondo, 603 U.S. 369 (2024)
- Edwards' Lessee v. Darby, 15 U.S. (12 Wheat.) 206 (1827)
- Baldwin v. United States, 589 U.S. 1231 (2020) (Thomas, J., dissenting from denial of certiorari)
- Shands v. Castrovinci, 115 Wis. 2d 352, 357 (1983)
- Kaskin v. John Lynch Chevrolet-Pontiac Sales, Inc., 2009 WI App 65, 318 Wis. 2d 802, 767 N.W.2d 394
- Grand View Windows, Inc. v. Brandt, 2013 WI App 95, 349 Wis. 2d 759, 837 N.W.2d 611
- Koble Investments v. Marquardt, 2024 WI App 26, 412 Wis. 2d 1, 7 N.W.3d 915

