

**SUBSTITUTE FOR
SENATE BILL NO. 19**

A bill to amend 1846 RS 66, entitled
"Of estates in dower, by the curtesy, and general provisions
concerning real estate,"
by amending section 39 (MCL 554.139).

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 39. (1) In every lease or license of residential
2 premises, the lessor or licensor covenants:
3 (a) That the premises and all common areas are fit for the use
4 intended by the parties.
5 (b) To keep the premises in reasonable repair during the term
6 of the lease or license, and to comply with the applicable health
7 and safety laws of ~~the~~**this** state and of the local unit of
8 government where the premises ~~are~~**is** located, except when the



disrepair or violation of the applicable health or safety laws has been caused by the ~~tenants~~ **lessee's or licensee's** wilful or irresponsible conduct or lack of conduct.

~~(2) The parties to the lease or license may modify the obligations imposed by this section where the lease or license has a current term of at least 1 year.~~

(2) ~~(3) The provisions of this section shall~~ **Subsection (1)** **must** be liberally construed, and the privilege of a prospective lessee or licensee to inspect the premises before concluding a lease or license ~~shall~~ **must** not defeat ~~his~~ **the prospective lessee's or licensee's** right to have the benefit of the covenants established ~~herein~~ **under subsection (1).**

(3) Beginning on the effective date of the amendatory act that added this subsection, a lessee or licensee shall notify a lessor or licensor in writing of a defective condition on the premises. Except as otherwise provided under subsection (6) and on receipt of a written notice required under this subsection or otherwise having actual notice of a defective condition, a lessor or licensor shall commence repairs in accordance with all of the following:

(a) If the defective condition is hazardous to life or imminently hazardous to the health and safety of the lessee or licensee, the lessor or licensor shall commence repairs or removal not more than 48 hours after receipt of the written notice.

(b) If the defective condition is the presence or reasonable suspicion of the presence of visible mold growth as determined by the tenant, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of the functioning and intended use of the rental unit, the lessor or licensor shall commence repairs or removal not more than 72 hours after receipt of



1 the written notice. The repairs or removal under this subdivision
2 must be in accordance with the ANSI/IICRC standard 520 for
3 professional mold remediation, or its successor publication.

4 (c) If the defective condition is the presence of bedbugs or
5 other pests or does not meet the requirements of subdivision (a) or
6 (b) but deprives the lessee or licensee of the use of appliances
7 supplied by the lessor or licensor, the lessor or licensor shall
8 commence repairs not later than 72 hours after the receipt of the
9 written notice.

10 (d) In all other cases, the lessor or licensor shall commence
11 repairs not more than 30 days after receipt of the written notice,
12 unless otherwise provided by the lease agreement.

13 (4) A lessor or licensor that does not commence repairs within
14 the time period described under subsection (3) (a) to (d) has
15 breached the rental agreement, warranty of habitability, and duty
16 to repair, and the lessee or licensee may do any of following:

17 (a) Withhold rent, deposit the rent into an escrow account,
18 and remit the rent to the lessor or licensor not later than 24
19 hours after the lessor or licensor completes the repairs.

20 (b) Commence repairs and deduct the costs of repairs from the
21 rent.

22 (5) A lessee or licensee that elects to proceed under
23 subsection (4) (b) shall do all of the following:

24 (a) Either of the following as applicable:

25 (i) For a defective condition described under subsection (3) (a)
26 to (c), obtain at least 3 free written repair estimates from an
27 individual licensed under the occupational code, 1980 PA 299, MCL
28 339.101 to 339.2677, or from a list of preferred individuals who
29 meet the requirements of this subparagraph provided by the lessor



1 or licensor at the beginning of the lease.

2 (ii) For a defective condition described under subsection
3 (3)(d), obtain at least 3 free written repair estimates.

4 (b) Send the free written repair estimates to the lessor or
5 licensor with a written notice that states that the lessee or
6 licensee will make the repairs unless the lessor or licensor agrees
7 to make the repairs within 24 hours after the receipt of the
8 written repair estimates and the notice required under this
9 subdivision, and that the cost of making the repairs will be
10 deducted from the rent.

11 (c) Keep all receipts related to the repairs and note the
12 dates of repair.

13 (d) Send copies of all receipts and the remaining portion of
14 the rent to the lessor or licensor.

15 (6) The time period described under subsection (3) does not
16 apply if there is a natural disaster that makes it difficult for
17 the lessor or licensor to comply. If this subsection applies, the
18 time period for the lessor or licensor to commence repairs must be
19 determined on a case-by-case basis.

20 (7) A lessor or licensor shall not retaliate or discriminate
21 against a lessee or licensee that complies with subsections (4) and
22 (5). Retaliation or discrimination under this subsection includes,
23 but is not limited to, refusing to renew a lease solely because the
24 lessee or licensee exercised their rights under subsections (4) and
25 (5).

26 (8) A rental agreement entered into or renewed on or after the
27 effective date of the amendatory act that added subsection (3) must
28 incorporate the lessee's or licensee's right to repair and deduct
29 or withhold rent until repairs are completed as described under



1 subsections (4) and (5).

2 (9) As used in this section:

3 (a) "Commence repairs" means physically initiating repairs.

4 (b) "Written notice" means a communication in writing that
5 includes text messages, email, or paper communication.

6 Enacting section 1. This amendatory act does not take effect
7 unless all of the following bills of the 103rd Legislature are
8 enacted into law:

9 (a) Senate Bill No. 20.

10 (b) Senate Bill No. 21.