

LANDLORD AND TENANT RELATIONSHIPS

Act 348 of 1972

AN ACT to regulate relationships between landlords and tenants relative to rental agreements for rental units; to regulate the payment, repayment, use and investment of security deposits; to provide for commencement and termination inventories of rental units; to provide for termination arrangements relative to rental units; to provide for legal remedies; and to provide penalties.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

The People of the State of Michigan enact:

554.601 Definitions.

Sec. 1. As used in this act:

(a) "Rental unit" means a structure or part of a structure used as a home, residence, or sleeping unit by a single person or household unit, or any grounds, or other facilities or area promised for the use of a residential tenant and includes, but without limitation, apartment units, boarding houses, rooming houses, mobile home spaces, and single and 2-family dwellings.

(b) "Rental agreement" means an agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.

(c) "Landlord" means the owner, lessor, or sublessor of the rental unit or the property of which it is a part and, in addition, means a person authorized to exercise any aspect of the management of the premises, including a person who, directly or indirectly, acts as a rental agent, receives rent, other than as a bona fide purchaser, and who has no obligation to deliver the receipts to another person.

(d) "Tenant" means a person who occupies a rental unit for residential purposes with the landlord's consent for an agreed upon consideration.

(e) "Security deposit" means a deposit, in any amount, paid by the tenant to the landlord or his or her agent to be held for the term of the rental agreement, or any part of the term, and includes any required prepayment of rent other than the first full rental period of the lease agreement; any sum required to be paid as rent in any rental period in excess of the average rent for the term; and any other amount of money or property returnable to the tenant on condition of return of the rental unit by the tenant in condition as required by the rental agreement. Security deposit does not include either of the following:

(i) An amount paid for an option to purchase, pursuant to a lease with option to purchase, unless it is shown the intent was to evade this act.

(ii) An amount paid as a subscription for or purchase of a membership in a cooperative housing association incorporated under the laws of this state. As used in this subparagraph, "cooperative housing association" means a consumer cooperative that provides dwelling units to its members.

(f) "Senior citizen housing" means housing for individuals 62 years of age or older that is subsidized in whole or in part under any local, state, or federal program.

History: 1972, Act 348, Eff. Apr. 1, 1973;—Am. 1984, Act 297, Imd. Eff. Dec. 21, 1984;—Am. 1995, Act 79, Imd. Eff. June 15, 1995.

Popular name: Landlord-Tenant Act

554.601a Termination of lease; conditions; applicability of section to leases entered into, renewed, or renegotiated after effective date.

Sec. 1a. (1) A rental agreement shall provide that a tenant who has occupied a rental unit for more than 13 months may terminate a lease by a 60-day written notice to the landlord if 1 of the following occurs:

(a) The tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility.

(b) The tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

(2) This section applies only to leases entered into, renewed, or renegotiated after the effective date of this section, in accordance with the constitutional prohibition against impairment of contracts provided by section 10 of article I of the state constitution of 1963.

History: Add. 1995, Act 79, Imd. Eff. June 15, 1995.

Popular name: Landlord-Tenant Act

554.601b Tenant under apprehension of danger from domestic violence, sexual assault, or

stalking; release from rental payment obligation; written notice; content; documentation; forwarding information; liability of multiple tenants; applicability; remedies against other parties; definitions.

Sec. 1b. (1) A tenant who has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking while that person is a tenant shall be released from his or her rental payment obligation in accordance with the requirements of this section after submittal of written notice of his or her intent to seek a release and written documentation that the tenant has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking. Submittal of written notice shall be made by certified mail. A rental agreement may contain a provision stating "A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.". If the rental agreement does not contain such a provision, the landlord shall post written notice visible to a reasonable person in the landlord's property management office or deliver written notice to the tenant when the lease agreement is signed. The content of the written notice shall be identical to the provision in this section.

(2) The tenant shall include in the submittal required under subsection (1) a written statement that the tenant or a child of the tenant has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking. For purposes of releasing a tenant from his or her obligation to pay rent, the tenant is released from an obligation to pay rent no later than the first day of the second month that rent is due after notice is given. A release of a rental obligation under this section does not apply to prepaid amounts, including, but not limited to, prepayment of first and last months' rent. A release of rental obligation under this section does not take effect before the tenant vacates the premises. Nothing in this section shall prevent a landlord from withholding security deposits pursuant to section 13(1)(d). This subsection does not affect other sums that may be withheld by the landlord under this act or other applicable law.

(3) The requirement in subsection (1) that a tenant provide written documentation that the tenant has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking is satisfied by providing 1 or more of the following written documents to the landlord:

(a) A valid personal protection order or foreign protection order as defined in section 2950h of the revised judicature act of 1961, 1961 PA 236, MCL 600.2950h, or an order removing an abusive person from a home under MCL 712A.13a(4), issued by a court of competent jurisdiction that remains in effect on the date of submittal.

(b) A valid probation order, conditional release order, or parole order that is still in effect on the date of submittal if the probation order, conditional release order, or parole order indicates that the individual subject to the order is subject to conditions reasonably necessary to protect the tenant or child of the tenant, including a condition that the individual is to have no contact with the tenant or child of the tenant.

(c) A written police report that has resulted in the filing of charges by the prosecuting attorney that has jurisdiction over the matter if the charges were filed not more than 14 days before submittal of the written notice required under subsection (1).

(d) A written police report that has resulted in the filing of charges by the prosecuting attorney that has jurisdiction over the matter if the charges were filed more than 14 days before submittal of the written notice required under subsection (1). A tenant who uses a police report under this subdivision shall demonstrate a verifiable threat of present danger from domestic violence, sexual assault, or stalking. Filing of the form under subdivision (e) shall be a demonstration of a verifiable threat of present danger from domestic violence, sexual assault, or stalking.

(e) Submittal to the landlord of a report that is verified by a qualified third party in substantially the following form:

.....
[Name of organization, agency, clinic, professional service
provider]

I and/or my(child) have/has a
reasonable apprehension of present danger from
... domestic violence as defined by MCL 400.1501.
... sexual assault as defined by MCL 750.520a to
750.520l.

... stalking as defined by MCL 750.411h or 750.411i.

Briefly describe the incident giving rise to the
reasonable apprehension of domestic violence, sexual assault,
or stalking:

.....
The incident(s) that I rely on in support of this
declaration occurred on the following date(s) and
time(s): and at the following location(s):

.....
The incident(s) that I rely on in support of this
declaration was/were committed by the following person(s), if
known:

.....
I state under penalty of perjury under the laws of the
state of Michigan that the foregoing is true and correct.
By submitting this statement I do not waive any legally
recognized privilege protecting any communications that I
may have with the agency or representative whose name
appears below or with any other person or entity. I understand
that my obligation to pay rent will end no later than the first
day of the second month that rent is due after I give notice.
My obligation to pay rent does not end until I vacate the
premises. I understand that my landlord may keep prepaid
amounts, including first and last months' rent and all or part
of my security deposit or other amounts as allowed under law.
Dated at (city) ..., Michigan, this ... day of,
20...

.....
Signature of Tenant or
Household Member

I verify under penalty of perjury under the laws
of the state of Michigan that I have provided services to
the person whose signature appears above and that, based on
information communicated to me by the person whose signature
appears above, the individual has a reasonable apprehension
of present danger to the individual or his or her child
from domestic violence, sexual assault, or stalking, and
that the individual informed me of the name of the alleged
perpetrator of the actions, giving rise to the apprehension if
known. This verification does not waive any legally recognized
privilege that I, my agency, or any of its representatives
have with the person whose signature appears above.
Dated this ... day of, 20...

.....
Signature of authorized
officer/employee of
(organization, agency,
clinic, professional
service provider)

.....
License number or organizational
tax identification number

.....
Organization name

.....
Printed address

(4) The landlord shall reveal forwarding address information submitted by the tenant to other individuals only as reasonably necessary to accomplish the landlord's regular and ordinary business purpose. The landlord shall not intentionally reveal forwarding address information or documentation submitted by the tenant under this section to the person that the tenant has identified as the source of the reasonable apprehension of domestic violence, sexual assault, or stalking.

(5) If a rental agreement obligates multiple tenants to be liable for rental obligations and a tenant is released from his or her rental obligations under this section, all other tenants who are parties to the rental agreement remain subject to the rental agreement.

(6) This section applies only to leases entered into, renewed, or renegotiated after the effective date of the amendatory act that added this section.

(7) Nothing in this act shall prejudice a landlord's right to pursue available remedies against other parties under this act.

(8) As used in this section:

(a) "Child" means the minor child residing with the tenant or an adult child who is a legally incapacitated individual as that term is defined in section 1105 of the estates and protected individuals code, 1998 PA 386, MCL 700.1105.

(b) "Domestic violence" means that term as defined in section 1 of 1978 PA 389, MCL 400.1501.

(c) "Qualified third party" means 1 or more of the following:

(i) A sexual assault or domestic violence counselor.

(ii) A health professional licensed or registered under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838.

(iii) A mental health professional as defined in section 100b of the mental health code, 1974 PA 258, MCL 330.1100b.

(iv) A member of the clergy, if the clergy member is affiliated with a tax-exempt religious institution under section 501(c)(3) of the internal revenue code that is listed in a telephone directory.

(d) "Sexual assault" means conduct described in sections 520a to 520l of the Michigan penal code, 1931 PA 328, MCL 750.520a to 750.520l.

(e) "Sexual assault or domestic violence counselor" means a person who is employed at or who volunteers service at a sexual assault or domestic violence crisis center and who, in that capacity, provides advice, counseling, or other assistance to victims of sexual assault or domestic violence and their families.

(f) "Stalking" means that term as defined in section 411h or 411i of the Michigan penal code, 1931 PA 328, MCL 750.411h and 750.411i.

History: Add. 2010, Act 199, Imd. Eff. Oct. 5, 2010.

554.602 Security deposit; amount.

Sec. 2. A landlord may require a security deposit for each rental unit. A security deposit shall be required and maintained in accordance with the terms of this act and shall not exceed 1 1/2 months' rent.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.603 Security deposit; notice.

Sec. 3. A landlord shall not require a security deposit unless he notifies the tenant no later than 14 days from the date a tenant assumes possession in a written instrument of the landlord's name and address for receipt of communications under this act, the name and address of the financial institution or surety required by section 4 and the tenant's obligation to provide in writing a forwarding mailing address to the landlord within 4 days after termination of occupancy. The notice shall include the following statement in 12 point boldface type which is at least 4 points larger than the body of the notice or lease agreement: "You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure." Failure to provide the information relieves the tenant of his obligation relative to notification of the landlord of his forwarding mailing address.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.604 Security deposit, disposition; bond.

Sec. 4. (1) The security deposit shall be deposited in a regulated financial institution. A landlord may use the moneys so deposited for any purposes he desires if he deposits with the secretary of state a cash bond or surety bond written by a surety company licensed to do business in this state and acceptable to the attorney general to secure the entire deposits up to \$50,000.00 and 25% of any amount exceeding \$50,000.00. The attorney general may find a bond unacceptable based only upon reasonable criteria relating to the sufficiency of the bond, and shall notify the landlord in writing of his reasons for the unacceptability of the bond.

(2) The bond shall be for the benefit of persons making security deposits with the landlord. A person for whose benefit the bond is written or his legal representative may bring an action in the district, common pleas or municipal court where the landlord resides or does business for collection on the bond.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.605 Security deposit as property of tenant.

Sec. 5. For the purposes of this act and any litigation arising thereunder, the security deposit is considered the lawful property of the tenant until the landlord establishes a right to the deposit or portions thereof as long as the bond provision is fulfilled, the landlord may use this fund for any purposes he desires.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.606 Waiving requirements of act.

Sec. 6. The requirements of this act may not be waived by the parties to a rental agreement except as specifically provided herein.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.607 Security deposit; permissible uses.

Sec. 7. A security deposit may be used only for the following purposes:

(a) Reimburse the landlord for actual damages to the rental unit or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling.

(b) Pay the landlord for all rent in arrearage under the rental agreement, rent due for premature termination of the rental agreement by the tenant and for utility bills not paid by the tenant.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.608 Inventory checklists.

Sec. 8. (1) The landlord shall make use of inventory checklists both at the commencement and termination of occupancy for each rental unit which detail the condition of the rental unit for which a security deposit is required.

(2) At the commencement of the lease, the landlord shall furnish the tenant 2 blank copies of a commencement inventory checklist, which form shall be identical to the form used for the termination inventory checklist. The checklist shall include all items in the rental unit owned by the landlord including, but not limited to, carpeting, draperies, appliances, windows, furniture, walls, closets, shelves, paint, doors, plumbing fixtures and electrical fixtures.

(3) Unless the landlord and tenant agree to complete their inventory checklist within a shorter period, the tenant shall review the checklist, note the condition of the property and return 1 copy of the checklist to the landlord within 7 days after receiving possession of the premises.

(4) The checklist shall contain the following notice in 12 point boldface type at the top of the first page: "You should complete this checklist, noting the condition of the rental property, and return it to the landlord within 7 days after obtaining possession of the rental unit. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior tenants."

(5) At the termination of the occupancy, the landlord shall complete a termination inventory checklist listing all the damages he claims were caused by the tenant.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.609 Itemized list of damages; check or money order; contents of notice of damages.

Sec. 9. In case of damage to the rental unit or other obligation against the security deposit, the landlord shall mail to the tenant, within 30 days after the termination of occupancy, an itemized list of damages claimed for which the security deposit may be used as provided in section 7, including the estimated cost of repair of each property damaged item and the amounts and bases on which he intends to assess the tenant. The list shall be accompanied by a check or money order for the difference between the damages claimed and the amount of the security deposit held by the landlord and shall not include any damages that were claimed on a previous termination inventory checklist prior to the tenant's occupancy of the rental unit. The notice of damages shall include the following statement in 12 point boldface type which shall be at least 4 points larger than the body of the notice: "You must respond to this notice by mail within 7 days after receipt of same, otherwise you will forfeit the amount claimed for damages."

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.610 Effect of noncompliance with notice of damages requirement.

Sec. 10. Failure by the landlord to comply with the notice of damages requirement within the 30 days after the termination of occupancy, constitutes agreement by the landlord that no damages are due and he shall remit to the tenant immediately the full security deposit.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.611 Notice of forwarding address; effect of noncompliance.

Sec. 11. The tenant shall notify the landlord in writing at the address given under section 4 within 4 days after termination of his occupancy of an address at which communications pursuant to this act may be received. Failure to comply with this requirement relieves the landlord of the requirement of notice of damages but does not prejudice a tenant's subsequent claim for the security deposit.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.612 Response to notice of damages.

Sec. 12. If a landlord claims damages to a rental unit and gives notice of damages as required, the tenant upon receipt of the list of damages shall respond by ordinary mail to the address provided by the landlord as required by section 3 within 7 days, indicating in detail his agreement or disagreement to the damage charges listed. For the purposes of this section the date of mailing shall be considered the date of the tenant's response.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.613 Action for damages; retention of security deposit; waiver.

Sec. 13. (1) Within 45 days after termination of the occupancy and not thereafter the landlord may commence an action in a court of competent jurisdiction for a money judgment for damages which he has claimed or in lieu thereof return the balance of the security deposit held by him to the tenant or any amount mutually agreed upon in writing by the parties. A landlord shall not be entitled to retain any portion of a security deposit for damages claimed unless he has first obtained a money judgment for the disputed amount or filed with the court satisfactory proof of an inability to obtain service on the tenant or unless:

- (a) The tenant has failed to provide a forwarding address as required by section 11.
- (b) The tenant has failed to respond to the notice of damages as required by section 12.
- (c) The parties have agreed in writing to the disposition of the balance of the deposit claimed by the landlord.
- (d) The amount claimed is entirely based upon accrued and unpaid rent equal to the actual rent for any full rental period or portion thereof during which the tenant has had actual or constructive possession of the premises.

(2) This section does not prejudice a landlord's right to retain any security deposit funds as satisfaction or partial satisfaction of a money judgment obtained pursuant to summary proceedings filed pursuant to chapter 57 of Act No. 236 of the Public Acts of 1961, as amended, being sections 600.5701 to 600.5759 of the Compiled Laws of 1948 or other proceedings at law. Failure of the landlord to comply fully with this section constitutes waiver of all claimed damages and makes him liable to the tenant for double the amount of the security deposit retained.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.614 Termination of landlord's interest; liability for security deposit.

Sec. 14. Upon termination of a landlord's interest in a rental unit whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or his agent is liable with respect to the security deposit, until the occurrence of any of the following:

- (a) Transfer of the deposit to the landlord's successor in interest and written notification to the tenant by ordinary mail of the transfer and of the successor's name and address.
- (b) Compliance with section 4 by the successor in interest.
- (c) Return of the security deposit to the tenant.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.615 Action to enforce act.

Sec. 15. The attorney general or any affected individual may bring an action to enforce this act in a court of competent jurisdiction in the county where the defendant resides or does business.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

554.616 Effective date and applicability of act.

Sec. 16. This act takes effect April 1, 1973 and applies only to security deposits held pursuant to leases entered into, renewed or renegotiated after April 1, 1973.

History: 1972, Act 348, Eff. Apr. 1, 1973.

Popular name: Landlord-Tenant Act

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