

MICHIGAN UNIFORM ASSIGNMENT OF RENTS ACT (EXCERPT)
Act 115 of 2022

554.1060 Notification to pay rents to person other than landlord; form.

Sec. 10. No particular phrasing is required for the notification specified in section 9. However, the following form of notification, when properly completed, is sufficient to satisfy the requirements of section 9:

NOTIFICATION TO PAY RENTS TO PERSON OTHER THAN LANDLORD

Your landlord, _____, owes a debt to _____ (the assignee). In the landlord's and assignee's agreement about the debt owed by your landlord, there is a provision about "assignment of rents" that provides that if the landlord defaults in the landlord's obligations under the landlord's and assignee's agreement, the assignee has a right to collect rent directly from the landlord's tenants. Pursuant to this notice, the assignee is enforcing the assignee's rights to collect rent directly from the landlord's tenants. You are now required to pay rent directly to the assignee, as instructed by this notice. This is because you now have a legal duty to pay your rent directly to the assignee rather than to your landlord. If you pay your rent directly to the assignee after receipt of this notice, your landlord cannot legally claim that you owe rent during the period you paid your rent directly to the assignee. You must continue paying rent directly to the assignee until you receive an order from the court telling you to stop paying your rent directly to the assignee or instructing you on whom to pay rent to, or the assignee sends you a written notice that you should stop paying rent directly to the assignee.

Tenant: _____

Name of Tenant

Property Occupied by Tenant (the "Premises"): _____

Address

Landlord: _____

Name of Landlord

Assignee: _____

Name of Assignee

Address of Assignee and Telephone Number of Contact Person:

Address of Assignee

Telephone Number of Person to Contact

1. The Assignee named above has become the person entitled to collect your rents on the Premises listed above under

Name of Document

(the "Assignment of Rents") dated _____, and recorded in

Date

the records of the _____ County Register of Deeds at
County

Recording Data

You may obtain additional information about the Assignment of Rents and the Assignee's right to enforce it at the address listed above.

2. The Landlord is in default under the Assignment of Rents. Under the Assignment of Rents, the Assignee is entitled to collect rents from the Premises.

3. This notification affects your rights and obligations under the rental agreement under which you occupy the Premises (your "Rental Agreement"). In order to provide you with an opportunity to consult with a lawyer, if your next scheduled rental payment is due within 30 days after you receive this notification, neither the Assignee nor the Landlord can hold you in default under your Rental Agreement for nonpayment of that rental payment until 10 days after the due date of that payment or 30 days following the date you receive this notification, whichever occurs first. You may consult a lawyer at your expense concerning your rights and obligations under your Rental Agreement and the effect of this notification.

4. You must pay to the Assignee at the address listed above all rents under your Rental Agreement which are due and payable on the date you receive this notification and all rents accruing under your Rental Agreement after you receive this notification. If you pay rents to the Assignee after receiving this notification, the payment will satisfy your rental obligation to the extent of that payment.

5. Unless you occupy the premises as your primary residence, if you pay any rents to the Landlord after receiving this notification, your payment to the Landlord will not discharge your rental obligation, and the Assignee may hold you liable for that rental obligation notwithstanding your payment to the Landlord.

6. Any modification of the Rental Agreement is not binding on the Assignee without the Assignee's written consent.

7. If you have previously received a notification from another person that also holds an assignment of the rents due under your Rental Agreement, you should continue paying your rents to the person that sent that notification until that person cancels that notification. Once that notification is canceled, you must begin paying rents to the Assignee in accordance with this notification.

8. Your obligation to pay rents to the Assignee will continue until you receive either:

- (a) a written order from a court directing you to pay the rent in a manner specified in that order; or
- (b) written instructions from the Assignee canceling this notification.

Name of Assignee

By: _____

Signature of Officer/Authorized Representative of Assignee

Name and Title of Officer/Authorized Representative

History: 2022, Act 115, Eff. Sept. 22, 2022.