



Landlord Tenant Guide

HOUSING JUSTICE CLINIC

Michigan State University
College of Law

2024 Edition



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Accessibility Note: The HJC is accessible to all, including but not limited to people with disabilities and nonnative English speakers. All content contained herein is adaptable to electronic speech readers and translation services.¹

Dear reader:

Thank you for your interest in the Landlord Tenant Guide. The purpose of this guide is to help tenants navigate their rights and responsibilities under applicable federal and state laws, including the Michigan Landlord-Tenant Act of 1972 and the Michigan Truth in Renting Act of 1978. The student attorneys enrolled in the Housing Justice Clinic (HJC) at Michigan State University (MSU) College of Law during the Fall 2022 semester revised this guide. These student-attorneys represent a diverse array of backgrounds and serve as leaders and members of the Law College's student organizations, including the Asian Pacific American Law Student Association, First-Generation Students, Triangle (LGBTQIA+) Bar Association, and the Women's Law Caucus.

The HJC's mission is to advocate for safe, decent, fair, and affordable housing for all people in Michigan. To further this mission, HJC focuses on helping individuals facing eviction, challenging discrimination under the Fair Housing Act and other antidiscrimination laws, and assisting formerly incarcerated individuals seeking housing. This guide serves as a useful reference for a variety of matters, including, but not limited to: understanding the lease, security deposits, subleasing, evictions proceedings, mediation, repairs and maintenance, and additional concerns, including civil rights, LGBTQIA+ protections, potential legal reforms, and other laws that may affect leases.

Please note that this guide does not replace the role of a licensed attorney and is not legal advice; if you need legal support, please contact the HJC or one of the legal providers listed in Chapter 11 for more information. We hope that you find this guide useful.

Sincerely,

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Disclaimers

¹ The HJC does not endorse any specific accessibility services or translation services. HJC is not liable for inaccurate information produced by accessibility services or translations services.

Land Acknowledgement

The HJC acknowledges that MSU occupies the ancestral, traditional, and contemporary lands of the Anishinaabeg – Three Fires Confederacy of Ojibwe, Odawa, and Potawatomi peoples. The University resides on land ceded in the 1819 Treaty of Saginaw, and we recognize Michigan’s 12 federally recognized Native Nations, historic Indigenous communities, and those individuals who live here now and who were forcibly removed.

Table of Contents

Chapter 1. Tenancies and Leases.....	6
Chapter 2. The Security Deposit.....	15
Chapter 3. Subleasing.....	21
Chapter 4. The Eviction Process.....	25
Chapter 5. Mediation.....	39
Chapter 6. Small Claims Court	43
Chapter 7. Repairs and Maintenance.....	49
Chapter 8. Additional Considerations.....	54
a. Civil Rights and Protections Against Discrimination	
b. Pet Restrictions and Exceptions for Qualifying Disabilities	
c. Smoking	
d. Marijuana	
e. Smoke Detectors	
f. Bed Bugs	
g. Michigan Anti-Lockout Statute	
h. Lead-Based Paint	
Chapter 9. Eviction Timeline.....	61
Chapter 10. Community Dispute Resolution Program.....	64
Chapter 11. Resources by County.....	68

1. Tenancies and Leases

A tenancy is a legal relationship between a landlord and the tenant(s) of a rental property that is contractual in nature. A landlord usually takes the form of a property owner, but landlords can also be a limited liability company, corporation, or other property-owning entity. The tenant is anyone who rents—or leases—the landlord’s property. Most residential rental properties are single family homes, duplexes, apartments, or mobile homes.



The specific type of residential property—single family home, duplex, or apartment—may affect whether and how fair housing laws apply. Contact the HJC if you have questions on whether you are protected under your lease.

The lease is the contract between the landlord and the tenant, and it governs the parties’ duties, responsibilities, and contractual rights for the duration of the lease term. Although a valid lease can be oral or written, Michigan law states that leases that are one (1) year or more in length must be written. In other words, most oral leases are not permitted in Michigan. Leases are inherently temporary and generally possess a fixed term (period), although some tenancies do not, such as month-to-month leases.

Regardless of the type of tenancy, the landlord does not pass ownership of the rental property to the tenant. Instead, the landlord gives the tenant the right to possess, use, and enjoy the rented property, usually for a stated term. In exchange, the tenant pays the landlord rent. Because the tenant is not the owner of the rental property, they are forbidden from exercising certain rights that are available to the landlord. For instance, a tenant may not transfer the lease without the consent of the landlord. Nor may the tenant make major alterations to the rental property without the landlord’s consent. This is crucial for the tenant to understand. Ignorance is not a defense; if a tenant violates a lease provision, a court is likely to find them liable, which could be costly.



Does my lease have to be in writing?

Michigan law requires a valid lease to be in writing if it is longer than one year. An oral agreement longer than one year will be void under Michigan law on almost every occasion. See Mich. Comp. L. Ann. § 566.106.

What if a written lease does not exist?

Under Michigan law, an oral contract will exist if there is offer, acceptance, and consideration. For landlord-tenant purposes, a tenant’s payment of rent in exchange for the possession, use and enjoyment of the landlord’s rental property will satisfy this requirement.

There are three primary types of tenancies in Michigan: fixed-term (tenancy-for-years), periodic (tenancy-at-will), and holdover tenancy (or tenancy-at-sufferance), all explored in detail below.

a. Fixed Term Tenancy (Tenancy-for-Years)

In a fixed term tenancy, the lease specifies when the tenancy begins and ends. For example, an apartment lease that begins on August 15, 2023, and ends on August 14, 2024, is considered a fixed-term lease. The legal term for fixed term tenancy, *tenancy-for-years*, can be quite misleading; a fixed-term tenancy does not have to last years at all. In fact, most fixed-term leases are usually one year in length, but they can be for as little as months, weeks, and even days.

In a fixed-term lease, the termination of the lease occurs on the end date specified in the lease. For instance, in the prior example, the lease ends on August 14, 2024. However, some leases contain provisions that automatically convert the fixed-term lease to a month-to-month (periodic) tenancy at the termination of the lease. This scenario usually happens when the tenant fails to give written notice to the landlord that they either (1) intended to renew for another fixed-term lease or (2) intended to move out at the end of the lease term.



Apartment leases in Michigan are usually for 1 year, 6 months, or 3 months. Mobile home leases in Michigan are mostly 2 years, 1 year, or 6 months, but sometimes may be longer.



If you do not intend to renew your lease or convert your tenancy to a month-to-month lease at the end of your fixed-term lease, be sure to carefully review your lease agreement for any “notice” language requiring tenants to submit written notice to the landlord before the end of the lease term. This notice—called **notice of nonrenewal**—is usually delivered 30 or 60 days before the lease end date, but some landlords may require tenants to deliver notice earlier than that.

Upon conversion to a month-to-month lease, the tenant is responsible for continuing the rent payments. In this situation, the tenant remains obligated to give notice (one month) to the landlord to terminate the month-to-month lease if they have not already done so.

b. Periodic Tenancy (Tenancy-At-Will)

A periodic tenancy is indefinite in term, meaning it will continue to last if both the landlord and the tenant continue to fulfill the contractual requirements of the lease. Under Michigan law, a periodic tenancy can be created by actual or implied consent and is usually made official in a written lease. Periodic tenancies are usually month-to-month leases, but they can also be for years or weeks, too. Michigan law states that a periodic lease may be terminated by one pay period's notice to the other party. For a month-to-month tenancy, this means a month notice is required; a week-to-week tenancy may only require 7-days' notice.



What are the advantages to a periodic tenancy?

Since periodic tenancies are indefinite, they offer flexibility to tenants who desire mobility. A tenant is not bound to continue a month-to-month lease in the same way a fixed-term lease would require. This means that a tenant can relocate with great flexibility, as long as the statutory notice (one month's notice) is provided to the landlord.

See Mich. Comp. L. Ann. § 554.134.

What are the disadvantages to a periodic tenancy?

Higher Costs and Potential Rent Variability

Month-to-month leases are generally more expensive and rarer than fixed-term leases because of the uncertainty landlords face when renting to a temporary tenant. Additionally, under a periodic tenancy, a landlord may raise rent with proper notice. Hypothetically, this means a landlord—after delivering proper notice to the tenant—could raise the rent after each subsequent tenancy period (week, month, or year).

Instability

Periodic tenancies present unique instability issues for tenants because a landlord may decide to terminate the lease agreement at the end of a tenancy period. This differs from a fixed term lease, where a tenant's housing is contractually secured for the duration of the lease term. Still, the landlord must comply with the statutory (one month) notice requirement, meaning they must notify the tenant of the landlord's nonrenewal decision and give the tenant one month to vacate the rental property. Here, a tenant will essentially be forced to move, and the tenant is left with few options but to begin packing boxes.

c. Holdover Tenancy (Tenancy-at-Sufferance)

A tenancy-at-sufferance is very straightforward: whenever a tenant remains past the end of a lease term (whether fixed or periodic), a tenancy-at-sufferance is created. These tenancies are created by operation of law. In other words, parties cannot create this type of tenancy by contracting through a lease agreement. In the immediate period after the conclusion of a lease term, a tenant who remains on the property is considered a trespasser under Michigan law. However, if the landlord fails to immediately begin the eviction process, the offending tenant may no longer be considered a trespasser, and instead, may become a holdover tenant.



Under Michigan law, a holdover tenancy exists if the following elements are satisfied:

1. The tenant gained possession of the property lawfully;
2. The tenant's legal right to possession has ended; **and**
3. The tenant remains without the landlord's consent.



Holdover tenancies are undesirable for many reasons and can cause difficult legal concerns for the holdover tenant because their legal right to possession of the rental has concluded. Tenants should be aware that a tenancy-at-sufferance may create grounds for the landlord to sue to recover damages or receive other remedies. It is important to recognize, however, that a tenancy-at-sufferance is different from when a lease converts a fixed-term tenancy to a periodic tenancy, discussed above in Part 1.a.

d. The Lease

The lease's *provisions* are its binding rules, which (1) regulate the legal relationship between landlord and tenant, (2) create duties and potential liabilities in each party, and (3) outline the procedural operations (including termination and renewal) of the tenancy.

Michigan's Truth in Renting Act (TRA), which protects tenants and other parties from predatory landlord behavior, compels a landlord to disclose certain information in a *written* lease. Leases subject to the TRA should include:

1. Name and signature of landlord;
2. Name and signature of tenant;
3. Rent amount to be paid, payment due dates, and where it is to be paid;
4. Address of the rental property;
5. Start and end dates if it is a fixed-term tenancy;
6. Landlord's mailing address;
7. Amount of the security deposit, if any;
8. Name and address of the financial institution holding the security deposit;
9. Notice of the tenant's obligation to provide a forwarding address to the landlord within 4 days of terminating the tenancy;
10. The party responsible for paying utilities;
11. Repair and maintenance responsibilities;
12. Eviction procedures;
13. Any other terms and conditions that the landlord and tenant agreed to; **and**
14. The following statement, which must be provided in a prominent place in the lease, in at least a 12-point font size:

"NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person."



Not all leases are subject to the TRA. Some very simple leases that only include (1) the identity of the parties, (2) a description of the premises, (3) the rental period, (4) the total amount of rent due, (5) the number of rental payments, and (6) the payment due dates are not subject to the act.

See Mich. Comp. L. Ann. § 554.632.

Furthermore, the TRA prohibits the use of certain lease provisions. For leases subject to the TRA, a *written* lease **may not** include a provision that does any of the following:

1. Waives or alters a remedy available to a party when the rental property is in a condition that violates the covenants of fitness and habitability;
2. Waives a right established under the laws that regulate security deposits;
3. Unlawfully excludes or discriminates against a person in violation of the laws relating to civil rights;
4. Provides for a confession of judgment, e.g., requiring a person to give up certain legal rights in advance;
5. Relieves the landlord from liability for the landlord's failure to perform a duty or for negligent performance of a duty imposed by law (however, the landlord's duty could be waived to the extent a tenant was able to recover under an insurance policy for loss, damage, or injury caused by fire or another casualty);
6. Waives or alters a party's right to demand a jury trial or any other right of notice or procedure required by law;
7. Provides that a party is liable for legal costs or attorney fees incurred by the other party in excess of costs or fees specifically permitted by statute;
8. Provides for the landlord to take a security interest in any of the tenant's personal property to assure payment of rent or other charges, except as specifically permitted by statute;
9. Provides that rental payments may be accelerated if the tenant violates a lease provision, unless that amount is determined by the court;
10. Waives or alters a party's right with respect to possession or eviction proceedings;
11. Releases a party from the duty to mitigate (or minimize) damages;
12. Provides that the landlord may alter a lease provision after the lease begins without the tenant's written consent, EXCEPT with 30 days' written notice, the landlord may make the following types of adjustments, *if* there is a clause allowing for the adjustments:
 - a. Changes required by federal, state, or local law, rule, or regulation;
 - b. Changes in rules relating to the property meant to protect health, safety, and peaceful enjoyment; and
 - c. Changes in the amount of rental payments to cover additional costs incurred by the landlord because of increases in property taxes, increases in utilities, and increases in property insurance premiums.
13. Violates the Michigan Consumer Protection Act, which lists multiple unfair trade practices; **or**
14. Requires the tenant to give the landlord a power of attorney.

A legally prohibited provision that violates the TRA is void, meaning that it is unenforceable. In other words, it possesses no legal effect and is not binding on any party. One unenforceable provision does not invalidate the entirety of the lease. However, if the landlord does not fix the

provision at issue within 20 days after the tenant notifies the landlord in writing of a TRA violation, the tenant may bring a legal action to:

1. Void the entire lease agreement;
2. Make the landlord remove the prohibited provision from all lease agreements in which it is included (or add a required provision); **and**
3. Recover \$250 per action (for prohibited provisions) or \$500 per action (for missing disclosure provisions required by law), or actual damages, whichever is greater.
See Mich. Comp. L. Ann. § 553.636.



Can my landlord raise the rent?

Generally, the landlord may not alter a lease provision after the lease begins without the tenant's written consent. Of course, there are exceptions to this. With 30 days written notice, the landlord may make the following types of adjustments, if there is a clause in the lease allowing for these adjustments:

- Changes required by federal, state, or local law, rule, or regulation;
- Changes in rules relating to the property meant to protect health, safety, and peaceful enjoyment; **or**
- Changes in the amount of rental payments to cover additional costs incurred by the landlord because of increases in property taxes, increases in utilities, and increases in property insurance premiums.

e. Termination of the Lease

Fixed-Term Leases

The normal termination of a fixed-term lease occurs automatically on the specified lease end date (some leases also include a specific end time) that is mutually agreed upon by the parties. Many fixed-term leases include provisions that will convert the term of the lease from "fixed" to "month-to-month" upon the close of the original term.



Carefully read your lease to determine whether there is a provision that converts the lease to a month-to-month tenancy at the end of the fixed term. Pay particular attention to provisions that will allow for an increase in rent if a tenant stays beyond the fixed term.

Month-to-Month Leases and other Periodic Tenancies

Most periodic tenancies manifest in the form of month-to-month leases, and all forms of periodic tenancies are indefinite in duration. Since it is created by actual or implied consent, the

termination procedure is governed by statute and requires notice at least as long as the tenancy period. A periodic lease is considered renewed at the end of each rental period (month-to-month or week-to-week, depending on how often rent must be paid).

f. Early Termination of the Lease

Most leases contain *early termination clauses*, which financially penalize a tenant for “breaking the lease” (i.e., moving out or returning possession of the property to the landlord before the lease end date). Generally, a tenant who breaks a lease early is obligated to pay the full amount of rent owed under the lease agreement. Because a tenant is electing to break a lease—in other words, violating the terms of the lease agreement—a tenant is usually faced with big financial penalties.

Most commonly, landlords may allow tenants to break their leases in three ways: (1) the tenant pays an early termination fee, (2) the tenant pays the amount of rent remaining for the term of the lease, or (3) the tenant continues rent payments until a new tenant is found.



There is no standard governing what a landlord may charge for an early termination, so be sure to review your lease for any “early termination” language.

g. Exceptions for Early Termination of the Lease

There are some exceptions to the rule that a tenant who breaks a lease early is obligated to pay the full amount of rent owed. Below are legal ways for a tenant to break the lease without additional financial penalty.

Early Termination for Victims of Domestic Violence, MCL § 554.601b

Under Michigan law, a tenant who has a reasonable fear of a present danger to the tenant or their child can be released from their rental payment obligation. To be released, the tenant must submit written notice of their intent to seek an early termination and provide written documentation that they have a reasonable fear that they or their child are at a risk of domestic violence, sexual assault, or stalking. Tenants must submit this written notice to the landlord by certified mail. Furthermore, tenants seeking to utilize this option must comply with certain statutory provisions and are advised to review the statute referenced above or contact an attorney for assistance.

Early Termination for Seniors and Incapacitated Individuals, MCL § 554.601a

Under Michigan law, tenants who have occupied their rental property for more than 13 months may terminate their lease by a 60-day written notice if the tenant (1) becomes eligible for subsidized senior citizen housing and provides written proof of such eligibility to the landlord or (2) becomes incapable of living independently, as certified by a physician in a notarized statement.

Early Termination for Active-Duty Military

Under federal law, a tenant may break a lease without penalty if they enter active-duty in the United States military and remain on active-duty for at least 90 days during the lease term. Tenants must prove (1) that they signed the lease before they entered active duty and (2) provide written notice of their intent to break the lease and give a copy of their military orders to their landlord.



Tenants that signed a lease agreement after they have begun active-duty service may still be able to terminate the lease early without penalty if (1) they received Permanent Change of Station or deployment orders that exceed 90 days and (2) provide written notice of lease termination and a copy of the military orders to the landlord.

See Servicemembers Civil Relief Act, 50 U.S.C. §§ 501 et. seq.

Early Termination for Uninhabitable Housing Environments

Under Michigan law, a tenant has the right to the *implied warranty of habitability*. This means that a landlord must maintain their rental property and all common areas in fit and habitable condition from the start of the lease until the lease ends. In other words, landlords have a duty to ensure that the property is suitable for living at all times during the lease, even if the lease does not explicitly state that the landlord must make repairs. If a tenant's living environment becomes uninhabitable, and the landlord fails to provide suitable housing under state or local laws, a court may determine that the landlord has "constructively evicted" a tenant by providing unlivable housing. In such a case, a tenant may not be responsible to continue rent payments due to the landlord's breach of this warranty.



Violations of this implied warranty are often defined by local ordinances, so be sure to check with your local statutes on what is considered a breach of the warranty.

See Mich. Comp. L. Ann. § 554.139; *Rome v. Walker*, 198 N.W.2d 458, 464 (1972).

2. The Security Deposit

Most residential leases in Michigan require a security deposit. A security deposit is a set dollar amount paid by the tenant to the landlord, other than the first rent payment. In most cases, the security deposit is equal to one (1) month's rent. Under Michigan law, a security deposit may not exceed one and a half (1.5x) month's rent. The security deposit remains the tenant's lawful property but is held by the landlord for the duration of the lease term to ensure that the tenant pays the rent due, pays the utility bills, and returns the rented property in proper condition.



Once the lease is terminated, the tenant has the right to recover the entire amount of the security deposit *unless* the landlord can substantiate a claim to it for one or more of the following reasons:

- Tenant owes unpaid rent;
- Tenant owes unpaid utility bills; **or**
- Tenant caused damage to the rented property beyond reasonable wear and tear.

Under Michigan law, both the tenant and landlord have duties and must perform specific acts regarding the security deposit. Understanding the duties is crucial to ensure that a tenant receives the full amount of their security deposit after the lease term ends. The law requires mandatory notice provisions, written communications, mailings, and **strict compliance** with time limits. If the duties are not performed precisely, the tenant risks losing the return of their security deposit, and the landlord risks losing a claim to it. This chapter explains the duties and the necessary actions that must be taken.



Make sure to carefully review your lease before signing it. Ask the landlord or leasing agent to clarify any confusing fees or deposits if you have any concerns.

a. Defining the Security Deposit

The law defines the term “security deposit” and limits the amount that may be collected. Under Michigan law, a security deposit shall not exceed one and a half (1.5x) times the monthly rent. Any prepayment of rent, other than for the first full rental payment period established in the lease, and any refundable fee or deposit, are considered by law to be part of the security deposit.

Example: If a landlord charges \$500 a month for rent, the maximum amount the landlord may collect as security deposit is \$750 ($\$500 \times 1.5 = \750).

Sometimes the lease requires that both the first and last months' rent be paid before a tenant moves into the property. If this is the case, the last month's rent would be considered a security deposit. Sometimes, additional fees or deposits are charged to hold the rental property for credit checks, pets, cleaning, keys, mailboxes, storage, and many other reasons. While these fees or deposits may not be defined as "security deposits" in a lease, if they are otherwise refundable, they are still considered by law to be part of the security deposit and subject to the strict rules that Michigan has adopted—including the limit on the total amount that a landlord may collect.



Is there a difference between a fee and a deposit?

Yes. The law defines the term "security deposit" and limits the amount that may be collected (not to exceed 1.5 times the monthly rent). *Refundable* fees are deemed—by definition—to be security deposits. *Nonrefundable* fees are not; they can be assessed in any amount for any reason. However, sometimes a court will impose a general concept of "reasonableness" in determining whether a particular fee amount may be charged, such as with late rent fees.

Example: The monthly rent is \$500 and the lease calls for a \$750 security deposit. In addition to the security deposit, the lease calls for a *refundable* \$100 snow removal fee for "removing snow from any common area," and a *nonrefundable* \$250 community fee for "cost of landlord-sponsored social events and common-area snow removal." Because the \$100 snow removal fee is refundable, it would be considered part of the security deposit and violate Michigan law because the amount collected for a security deposit would exceed the 1.5 times monthly rent limit. The nonrefundable \$250 fee violates Michigan law because it covers a matter also covered by a refundable fee. If the lease, instead, required a nonrefundable snow removal fee and a nonrefundable community fee for "cost of landlord-sponsored social events," it would generally be allowed, absent other contrary or confusing lease terms. Nonrefundable fees in any amount may be charged if the tenant accepts them by signing the lease.

b. Landlord's Duties After Collecting the Security Deposit

After collecting the security deposit from the tenant, the landlord must either:

- Deposit the money with a regulated financial institution (e.g., a bank); **or**
- Deposit a cash bond or surety bond, to secure the entire deposit with the Secretary of State. If the landlord does this, they may use the money at any time, for any purpose. The bond ensures that there is money available to repay the tenant's security deposit.



What happens to the security deposit if a landlord sells their rental property?

If the landlord sells the rental property, the landlord remains liable with respect to the tenant's security deposit until one of the following occurs:

- The landlord transfers the deposit to the new owner (new landlord) and notifies the tenant—by mail—of the new owner's name and address; **or**
- The landlord returns the deposit to the tenant.

What rights and responsibilities does the landlord have regarding the tenant's security deposit?

Under Michigan law, the landlord must provide the tenant with certain notices. Within 14 days from the day the tenant moves in, the landlord must provide written notice of all the following provisions:

1. The landlord's name and address for the receipt of communications regarding the tenancy;
2. The name and address of the financial institution where the security deposit is held, or the name and address of the surety company, and who filed the bond with the Secretary of State; **and**
3. The tenant's obligation to provide a forwarding address—in writing—within 4 days after the tenant moves out.

c. Inventory Checklist

An inventory checklist is one of the best tools for tenants to protect themselves and is typically completed by the tenant within seven (7) days of taking possession of the rental unit. The checklist preserves some proof of the rental property's condition at the time the tenant moved into the property. At move-in, the landlord must provide the tenant with two (2) blank copies of an inventory checklist, referencing all items in the rental unit owned by the landlord, including, but not limited to carpeting, drapes, appliances, windows, furniture, walls, closets, shelves, paint, doors, plumbing fixtures, and electrical fixtures.



The tenant may also request a copy of the previous tenant's move-out (termination) inventory checklist, usually an itemized list of damages caused by the prior tenant. Upon request by the new tenant, the landlord **must** provide a copy to the tenant.

The landlord must provide written notice on the first page of the checklist that the tenant must properly complete the checklist, noting the condition of the property, and return it to the landlord within seven (7) days after moving in, unless the tenant and landlord agree to a shorter or longer deadline.



Is it important to properly complete the inventory checklist?

Yes. Tenants should always take the time to fill out the inventory checklist completely and properly at move-in. The inventory checklist serves an important role in protecting the tenant by creating a record of the property's condition when the tenant first moves into the property.

If the tenant fails to properly complete the checklist or fails to return it to the landlord by the specified deadline in the lease, the tenant opens themselves up to unnecessary liability for damages that they may not have caused. Essentially, if a dispute arises over a damage charge between the tenant and landlord after move-out, it becomes the tenant's word against the landlord's word.



Walk through the rental unit and take pictures and video recordings of the premises before moving in and after moving out. Be sure to save the photodocumentary evidence in a safe place.

d. Recovering the Security Deposit at the End of the Lease Term

Tenant's Duties to Recover the Security Deposit

At the end of the lease term, the tenant must provide their forwarding address—in writing—to the landlord within four (4) days of moving out. Verbal notice is not sufficient. While the landlord must inform a tenant of this duty at the beginning of the lease term, tenants frequently forget to provide their forwarding address when they move out. **Absent a forwarding address, the landlord has no duty to arrange for returning the security deposit.** If the forwarding address is provided within the 4 days, the landlord has thirty (30) days from move-out to return the deposit or respond with an itemized list of damages assessed against the deposit.

Landlord's Duties Regarding the Security Deposit

Once the landlord receives the tenant's written forwarding address within 4 days of move-out, the landlord has 30 days from move-out to either:

- Return the entire amount of the security deposit by check or money order, **or**
- Send—by mail—an itemized list of damages lawfully assessed against the deposit and a check or money order for the remaining balance of the deposit (if any).



Michigan law requires that this itemized list of damages must also contain the following 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."*



What must the tenant do when they receive an itemized list of damages?

If the tenant disputes any items on the itemized list of damages, the tenant must respond by mail—in detail—within 7 days of receiving the list. "Responding in detail" means giving specific reasons why the tenant agrees with or disputes each listed damage charge and why the tenant should not be responsible for the itemized damage. **Simply making a blanket statement that the tenant does not agree is not enough; the tenant must address each item on the list individually.** The tenant's detailed response must be sent to the landlord by mail, and the date of the mailing shall be considered the date of the tenant's response.

What must the landlord do once they receive notice of the tenant's dispute of the itemized list of damages?

If the tenant disputes all or part of the itemized list of damages, the landlord is left with two choices:

- Negotiate or mediate an agreement in writing with the tenant; **or**
- File a lawsuit in court for a money judgment for damages that they claimed against the tenant's security deposit in dispute.

Remember, the security deposit remains the tenant's property until the landlord proves a claim to it—either by agreement or by court order. If the landlord and tenant cannot agree and the landlord takes the matter to court, the landlord must prove that the tenant is responsible for the damages.

e. Filing a Lawsuit for the Security Deposit

Either the landlord or the tenant can be the plaintiff in a lawsuit for a security deposit.

Landlord's Responsibilities to File Suit

The landlord may file suit within forty-five (45) days from termination of the tenant's possession. If both the tenant and the landlord have followed the security deposit timeline perfectly and there remains a dispute on the amount of damages assessed against the tenant's security deposit, the landlord may file a claim to retain the deposit. If the landlord does not file suit, they may be liable to the tenant for double the amount of the security deposit retained.

Tenant's Responsibilities to File Suit

The tenant may be required to file suit in certain circumstances. The burden of filing suit shifts to the tenant if:

- The tenant failed to provide their forwarding address in writing within four (4) days of terminating occupancy;
- The tenant failed to respond—by mail—to the itemized list of damages within seven (7) days of receiving it; **or**
- The landlord failed to return the tenant's deposit after receiving the tenant's response disputing the amount assessed against it.

3. Subleasing

Key Terms

- Landlord: The owner or lessor of the rental unit or property.
- Tenant (Sublessor): The party or lessee who occupies a rental property from the landlord under a lease contract.
- Subtenant (Sublessee): A third party who takes possession and use of the rental property from the original tenant, under a sublease contract. The subtenant contracts with the original tenant, not the landlord, but generally with the landlord's permission.
- Sublease: The contract between the original tenant and subtenant, transferring possession and use of the rental property. A written sublease contract provides the best protection for both parties. Because a sublease can only transfer what is left of the rights given to the tenant in the original lease, it is important that the tenant provide the subtenant with a copy of the original lease.
- Assignment: When a tenant assigns their rights to a new tenant. The original tenant remains responsible for the lease unless a landlord releases them from the existing lease. An assignment agreement is different than a sublease. For assignments, the new tenant is not considered a subtenant.

See Mich. Comp. L. Ann. § 554.601

When a tenant allows a third party to rent property the tenant has leased from a landlord, the tenant *subleases* the property to the third party, known as the subtenant. Subleasing typically occurs because the tenant has signed a fixed-term lease and wants (for whatever reason) to get out of the lease before it terminates. Since the original tenant has agreed to be bound by the terms of the lease, they cannot simply leave the property and stop paying rent. To avoid the financial burden of terminating the lease early, the tenant usually tries to find a subtenant who will assume that burden by continuing to pay rent on the tenant's behalf.



Subleasing is not without its problems so make sure to put it in writing. Under a sublease, the original tenant is still bound by contract to the landlord on the terms of the lease. If the subtenant stops paying rent or causes damage to the rental property, the original tenant—not the subtenant—must answer to the landlord. Of course, the original tenant may have a legal cause of action against the subtenant for a violation of the sublease contract.

a. Landlord's Consent to Sublease

Generally, a landlord must agree to allow a tenant to sublease. Most leases specify that subleasing or assigning an interest in the rental property is not allowed without the landlord's consent, or that subleasing or assigning is not allowed at all.



To determine if you can sublease, check the terms of your lease to see if subleasing is allowed with the landlord's consent or if it is not allowed at all. If your lease says that you can sublease with your landlord's permission, check with the landlord before subleasing.



If the tenant chooses to sublease, what exactly can be subleased?

The tenant may only sublease the rights they have been given in the original lease. In other words, the tenant cannot transfer more rights in a sublease than they originally had in their original lease.

For example, if the tenant has only three months left on a one-year lease, the tenant can only sublease up to three months. The same holds true with any restrictions contained in the original lease: they all apply to the subtenant and cannot be waived by the original tenant. Alternatively, the tenant may decide to sublet less than all the rights they have been given in the original lease (e.g., they may decide to return to the rental property).

What duties does the original tenant have when subleasing?

Under Michigan law, when a tenant subleases, they assume the position of the landlord in relation to the subtenant. Accordingly, all the laws that apply to landlords will also apply to a tenant who subleases. They include the following:

1. Complying with the duties to maintain a habitable rental property and to make reasonable repairs, when necessary;
2. Complying with the duties to register or license the rental property under local ordinance (check with the local housing office);
3. Complying with the duties imposed under the security deposit laws and procedures;
and
4. Complying with the eviction laws and procedures, in the event the original tenant wants to remove the subtenant from the rental property.

Repair and Maintenance Duties for Subleases

Repair and maintenance will remain the ultimate duty of the original landlord. Because the subtenant likely does not have a relationship with the landlord, the repair requests will be made to the tenant, who will then send a repair request to the landlord. In some situations, the landlord will know the subtenant since they granted the tenant permission to sublease, so they will be able to respond to the subtenant's repair requests.

b. Security Deposit Concerns for Subleasing

Since nothing in the original lease agreement changes when a tenant subleases to a subtenant, the original tenant's security deposit will remain with the landlord. The tenant may decide to collect a security deposit from the subtenant to insure against nonpayment of rent, utility charges, or damage to the rental property beyond reasonable wear and tear caused by the subtenant. Remember that the original tenant remains responsible to the landlord under the original lease. The original tenant's security deposit could be at stake.



Can a sublessor collect a security deposit from the subtenant?

Yes. If the original tenant (sublessor) decides to collect a security deposit from the subtenant, they will simply follow all the ordinary steps that any landlord would in collecting a security deposit under Michigan law. These include being timely in providing proper notice, placing the security deposit in a financial institution, providing inventory checklists, and providing the itemized list of damages. The security deposit collected from the subtenant cannot exceed 1.5 times the monthly rent.

c. Protecting the Original Tenant's Financial Interests

To protect the tenant in case a subtenant stops paying rent, the tenant can:

1. Require the subtenant to sign a written sublease agreement that includes the same language as the original lease agreement; **and**
2. Require the subtenant to pay a security deposit to the original tenant.



If the original tenant permits the subtenant to pay rent directly to the landlord, the tenant runs the risk of not knowing if the subtenant is continuing to meet the rental obligations. If the subtenant pays rent directly to the tenant (and the tenant pays the rent to the landlord), there is much less risk involved for the tenant.



What happens if the subtenant stops paying rent?

If the subtenant stops paying the rent, the landlord can hold the original tenant responsible for missed payments. This amount can be withheld from the original tenant's security deposit, as can charges for unpaid utility bills and damages beyond reasonable wear and tear caused by the subtenant. The landlord's recourse is with the tenant under the original lease, not with the subtenant. The tenant's recourse is with the subtenant, under the sublease agreement.

For this reason, it can be risky to sublease rental property. Therefore, tenants should take all necessary precautions to ensure that they are subleasing to a financially responsible subtenant (e.g., running a credit check and asking for a reference from a previous landlord).

d. Releasing the Original Tenant's Obligations Under the Lease

Sometimes, the original tenant's obligations may be released under the lease. Subleasing can be a complicated procedure, particularly if the tenant is leaving the area for the period of the sublease. There are two other ways that a tenant can be released from the obligations under the lease, which differ from a sublease arrangement:

Mutual Agreement

Though it is rare, a landlord sometimes allows a tenant to terminate the lease early. Therefore, it is a good idea to talk to your landlord before looking for someone to sublease.



If the landlord does allow the tenant to break the lease, the tenant should be sure to receive from the landlord a signed document describing the agreement.

Assignment

Under an assignment agreement, the new tenant is substituted for the original tenant. When this is done, the original tenant is "cut out" of the entire lease agreement and the new tenant steps into the original tenant's shoes. Accordingly, the new tenant will be responsible for all obligations under the original lease, including rent, utilities, and damages; the original tenant will be released of all obligations.



If the landlord permits an assignment, the tenant should ensure they receive a signed document describing the assignment and the release of obligations from the landlord to shield them from legal liability after the end of their lease term.

4. The Eviction Process

If the landlord wishes to remove a tenant from their rental property, the landlord must use the eviction process. The eviction process is called *Summary Proceedings*, and it moves quickly to restore rental property to the person lawfully entitled to possession. Please see Chapter 9 – Eviction Timeline for a reference chart on this topic.

The process starts with notice and may involve court appearances and a trial. The notice is usually called a *Notice to Quit* or a *Demand for Possession*,² but for simplicity, we will call it an *eviction notice* here. If the landlord is successful in proving their case in court, a judgment will enter against the tenant. Entry of judgment in favor of the landlord essentially means that the court agrees that the landlord is entitled to possession of the property.

After the judgment, the tenant will generally have ten (10) days to move out, appeal, file a post-judgment motion, attempt to pay the outstanding rent (if a nonpayment case), or negotiate another settlement with the landlord to avoid eviction. Any post-judgment agreement should be put in writing to protect the parties. Once the 10-day redemption period has passed, the landlord may apply for an *Order of Eviction* to be issued.

See Mich. Ct. Rule 4.201(L)(1)(d); Mich. Comp. L. Ann. § 600.5744(5).



Once an Order of Eviction is issued by the court, a court officer may remove the tenant and the tenant's personal items from the rental property. It is important to remember, however, that there are many steps in the eviction process before the tenant is physically removed, and most landlords and tenants reach a settlement long before the matter moves that far.

a. Starting the Eviction Process Before Going to Court

The landlord must never forcibly remove the tenant (or occupant) themselves. Forcibly removing the tenant can include things like changing locks, turning off utilities, or some other act or omission that interferes with the tenant's right to possess, use, and enjoy the rental property. This is illegal and punishable by significant money damages. See Chapter 8 – Additional Considerations for more information on the Michigan Anti-Lockout Statute.

² A Demand for Possession and Notice to Quit are two types of eviction notices. See Kelsey Cooke, *Eviction Notices for Lease Violations in Michigan*, NOLO, available at <https://www.nolo.com/legal-encyclopedia/eviction-notices-lease-violations-michigan.html>. A Demand for Possession is used when the “landlord wants to evict the tenant due to nonpayment of rent,” while a Notice to Quit is used when the “the landlord wants to evict the tenant . . . for some other lease violation or because the lease or rental agreement has ended.” *Id.*



What lawful reason(s) must be given to evict a tenant?

There are nine reasons specified by law that allow the landlord to start eviction proceedings with the notice described above:

1. Nonpayment of rent;
2. Extensive and continuing physical injury to property;
3. Serious and continuing health hazard;
4. Illegal drug activity on the premises where someone has filed a formal police report upon which the landlord can rely, and a lease provision allows for such termination;
5. Violation of a lease provision and the lease allows for such termination;
6. Forceful entry, or peaceful entry with forceful stay or trespass;
7. Holding over after natural expiration of the lease term;
8. “Just cause” for terminating tenant of government-subsidized housing; **or**
9. “Just cause” for terminating tenant of mobile home park, and examples of just cause include:
 - The tenant violated a lease provision or park rule concerning the health, safety, and welfare of the park, its employees, or other tenants;
 - The tenant failed to maintain the physical condition of their mobile home;
 - The tenant used their mobile home for some other reason than a place to live, such as a business; **or**
 - The tenant caused “substantial annoyance” to other tenants or the park, after you were given notice of the violation and a chance to stop or fix the problem.

See Mich. Comp. L. Ann. §§ 125.694a; 600.5714; 600.5775 (for statutory definitions of “just cause”); Mich. Legal Help, *Illegal Drug Activity in Your Home-Eviction to Recover Possession of Property*, available at www.michiganlegalhelp.org/self-help-tools/housing/eviction-recover-possession-of-property (outlining the requirements for serving a 24-hour termination notice); Mich. Legal Help, *Mobile Home Park Evictions – Special Rules (2022)*, available at www.michiganlegalhelp.org/self-help-tools/housing/mobile-home-park-evictions-special-rules (listing additional circumstances where just cause might arise).

Joint and Several Liability in Leases

Most leases include a provision that hold all tenants *jointly and severally liable* for all violations of the lease. This means that each person is responsible not only their individual obligations, but also for the obligations of all other tenants. Additionally, if a tenant subleases or assigns their interest in the tenancy to another, the other tenants are responsible for the obligations of the sublessee or assignee. This includes paying rent and performing all other terms of the lease. Therefore, if only one tenant stops paying the rent, and the landlord does not receive the full rental amount due (or only one tenant violates any other provision of the lease agreement), the landlord may choose to evict any or all the tenants. In addition, the landlord may choose to collect the rent or other money for damages incurred from any or all the tenants.



If one roommate moves out and stops paying rent, can the other tenants be evicted?

It may seem harsh and unfair, but yes, the other tenant(s) who are still paying rent may be evicted. The landlord is lawfully entitled to receive the full rent amount. Whoever signs the lease will be bound by its terms and conditions. If a “joint-and-several liability” clause is in the lease, who pays what amount is of no concern to the landlord. Occasionally, each roommate has a separate lease with the landlord. In this case, the roommates should be protected from eviction if one roommate stops paying rent.

b. Notice Requirements

Proper, written notice is very important. Notice—a type of due process—safeguards and protects individual rights provided by law. If the landlord wishes to remove a tenant from their rental property, the landlord must use the eviction process, and it begins with proper notice. Before a court will enter a judgment, the tenant must have been given a proper eviction notice (usually the *Notice to Quit* or *Demand for Possession*). Additionally, Michigan law states that the demand for possession or payment must be in writing. This means that an oral demand for possession or rent will not be recognized in Michigan courts.



Often, the rental problem can be fixed with nothing more than an eviction notice. For example, if the tenant simply forgot to pay the rent, the notice may serve as a reminder—and once they pay the rent, the eviction process ends.

The eviction notice may take many forms. It must state that the landlord intends to evict the tenant within a specified time (usually either 24 hours or 7 days or 30 days) because of a specified reason or problem. If the reason or problem is not addressed within the specified time, the notice explains that legal action will be taken against the tenant.



A landlord can waive (meaning void) an otherwise properly given notice “by accepting rental payments for a period of time subsequent to the date specified in the notice.”

Park Forest of Blackman v. Smith, 112 Mich. Ct. App. 421, 426 (1982).



What must a proper notice of eviction include?

The eviction notice must include certain information; without that information, the notice is not proper. While many district courts provide standard eviction forms, a letter can properly provide notice so long as it contains all the following:

1. Tenant's name;
2. Address or rental property description;
3. Reason for the eviction;
4. Time to take remedial action;
5. Date; **and**
6. Landlord's signature.



How much notice must be given to the tenant before the landlord may file suit?

Each reason for eviction has a specific amount of time that **must** pass before the landlord may commence a lawsuit—either 24 hours, 7 days, or 30 days.

24-Hour Notice

A 24-hour notice can be served when illegal drug activity is discovered on the premises, someone has filed a formal police report on which the landlord can rely, and a lease provision allows for termination on such grounds.



There are several important considerations to understand about what constitutes drug activity for purposes of this notice provision, as listed below.

- The drug activity can involve actions by a tenant, a member of the tenant's household, or other persons under the tenant's control.
- Illegal drug activity is defined as manufacturing, delivering, possessing with intent to deliver, or possessing a controlled substance.
- Possession and consumption of legally owned marijuana—both recreational and medical—is legal in Michigan and is not considered drug activity for the purposes of this notice provision. See Chapter 8 – Additional Considerations for more information on this topic.

7-Day Notice

A 7-day notice can be served for the following reasons:

- Nonpayment of rent;
- Extensive (or serious) and continuing physical damage to the property; **or**
- Serious and continuing health hazard.



For an eviction based on extensive and continuing physical damage to the property, the landlord must institute proceedings within ninety days of discovering the damage to the property.

See Mich. Comp. L. Ann. § 600.5714(1)(d).

30-Day Notice

A 30-day notice can be served for any of the following reasons:

- Violation of a lease provision and the lease allows termination for that violation;
- Forceful entry, or peaceful entry with forceful stay or trespass;
- Holding over after natural expiration of lease term;
- “Just cause” for terminating tenant of mobile home park; **or**
- “Just cause” for terminating tenant of government-subsidized housing.

c. Delivery Requirements for Proper Notice

Once the eviction notice is prepared, the landlord must ensure that it is properly delivered to the tenant.

The eviction notice must be delivered in one of the following ways:

- In person to the tenant;
- At the rental property, to a member of the tenant’s household—of suitable age—with a request that it be delivered to the tenant;
- By first-class mail, addressed to the tenant; **or**
- By electronic service if the tenant has specifically consented to electronic service in writing, and if the consent or confirmation of the consent has been sent by one party and affirmatively replied to by the other party via electronic submission. Usually, a provision within your lease will allow for electronic service. The e-mail address used by the party shall be understood to remain the correct electronic service address unless the receiving party notifies the other party it no longer has an electronic address.

If the notice is delivered personally, the time of the notice begins to run the next day. If the notice is mailed, the time begins the next mail delivery day (not a Sunday or holiday).

d. Distinction Between an Eviction Notice and an Order of Eviction

The eviction notice is not the same as an Order (or Writ) of Eviction. A tenant is not required to move when the eviction notice expires—they may have a valid defense to the landlord’s reason for eviction. Expiration of the 24-hour or 7-day or 30-day period only enables the landlord to file a lawsuit.



Only a court officer may remove the tenant and tenant’s personal items from the rental property—and only under court order.

e. Taking the Action to Court

This subsection will outline how the landlord may bring an action and what the tenant can expect when being sued.



When can the landlord file a lawsuit to evict a tenant?

If an agreement cannot be worked out by the parties, the eviction notice has been properly delivered, and the 24-hour, 7-day, or 30-day notice period has passed, the landlord may commence a lawsuit, known as a *Summary Proceedings* action.



The paperwork necessary to begin a lawsuit includes the following:

1. Summons;
2. Complaint;
3. Copy of the eviction notice (attached to the Complaint); **and**
4. Lease (attached to the Complaint), if any.

Most district courts will provide the landlord with pre-approved court forms upon request. These forms meet all Michigan statutory and court-rule requirements. However, they must be properly filled out. Anyone not using the pre-approved court forms should consult with an attorney.

Beginning the Lawsuit

The lawsuit for eviction begins like any other lawsuit—the plaintiff (the landlord in an eviction scenario) files the appropriate paperwork with the court. Jurisdiction over eviction proceedings is granted to the district court and the few remaining municipal courts in Michigan.

The Complaint explains to the court why the landlord seeks to regain possession of their rental property—much the same as the original eviction notice.

The complaint must include:

1. A description of the rental property;
2. The reason(s) for eviction;
3. A demand for a jury trial (if the landlord wants a jury);
4. If rent or other money is due, the rental period and rate, the amount due and unpaid when the Complaint was filed, and date(s) the payments became due; **and**
5. Allegations that the landlord has kept the residential rental property fit for the use intended, in reasonable repair during the term of the lease (unless the lease term is a year or more and the parties have modified these obligations by contract), and in compliance with applicable health and safety laws.

Documents Required to Accompany the Complaint

A copy of the *eviction notice*, the *lease* (unless the tenancy was created by an oral agreement), and the *summons* must be attached to the complaint submitted to the district court. The *summons* commands the tenant (the defendant) to appear at court for a pretrial hearing.

The summons must also advise the tenant of the following:

1. The tenant has the right to employ an attorney;
2. If the tenant does not have an attorney, but can otherwise afford to retain one, they can contact the State Bar of Michigan or a local lawyer referral service;
3. If the tenant cannot pay for an attorney, they might qualify for free legal services assistance; **and**
4. The tenant has the right to a jury trial (the fee must be paid when the demand is made in the first response—written or oral—unless payment of fees is waived under MCR 2.002).

Pretrial Hearing and Choice of Venue

A pretrial hearing will be held at a specified date and time, which may sometimes be held virtually. If the court conducts the hearing virtually, the tenant may participate in the hearing remotely. The tenant has the right to have their case tried in the proper county, district, or court. The case will be transferred to the proper county, district, or court if the tenant moves the court for such transfer.



Please note, the Michigan Supreme Court made the following amendments, among others, to the rules governing landlord-tenant proceedings in 2023.

- An amendment that requires landlords to affirm in the complaint that the rental property is following applicable state and local health and safety laws.
- An amendment that allows a defendant to make a jury demand either orally at their first appearance or in writing five days after their first appearance where they received notice of certain rights, including the right to an attorney, proper venue, a jury, and other specific information required by Michigan court rules.
- An amendment that requires a landlord to provide certain written information as part of the summons, including information regarding the tenant's right to an attorney, including through the State Bar of Michigan, an attorney referral service, or legal aid, the right to a jury trial, and the availability of rental and other housing assistance provided by legal aid or local funding agencies.

See Mich. Ct. Rule 4.201(B)(3)(c); (C)(3); (G)(4); and (K)(2)(a).

Properly Filing the Paperwork with the Court

The paperwork must be properly filed with the appropriate district court because only this court has jurisdiction over eviction proceedings. A lawsuit for eviction is filed in the district court in the county where the rental property is located. Sometimes, the district court's jurisdiction borders are the same as the municipal borders, but this is not always the case.



Check with the court to determine the proper district court for filing a lawsuit.

Proper Service on the Tenant

The paperwork must be properly delivered to the tenant (defendant), notifying them that legal action has begun. The landlord (plaintiff) must also file with the court proof of how and when the paperwork was delivered to the tenant.



The summons, complaint, and a copy of the original eviction notice and lease must be properly delivered to the tenant by (1) mail and (2) at least one other way, options below:

- a) Personally (hand-delivery); or
- b) By first-class mail, certified, return-receipt requested, restricted delivery; or
- c) At the rental property, to a member of the tenant's household—of suitable age—requesting that it be delivered to the tenant; or
- d) After diligent attempts at personal service, by securely attaching the papers to the main entrance of the rental property unit.

Please note, the delivery method here differs from the delivery of the initial eviction notice. Here, two methods of delivery are required.

Tenant's (Defendant's) Responsibilities and Rights

The lawsuit for eviction is like any other lawsuit. Once a complaint is received, the tenant must appear and answer the complaint by the date listed on the summons. The time period is short—generally 3 to 10 days. At the hearing, the tenant must answer either in person, orally, or by filing a written response addressing each of the allegations in the landlord's complaint. The tenant's answer generally objects to the landlord's reason(s) for the eviction and explains why the court should not evict the tenant from the rental property. The tenant also can state a counterclaim with the answer and request a jury at the initial appearance.



The tenant must be sure to admit or deny **all** the allegations asserted in the landlord's complaint. Any claim that is not denied will be assumed to be admitted.



Checklist to Determine Whether an Eviction Proceeding has Commenced Correctly

1. Was the *eviction notice* properly delivered to the tenant and has the proper period passed (24 hours, 7 days, or 30 days)?
2. Are the preapproved court forms—the *complaint* and *summons*—properly completed? Do they contain the requisite information for tenants to properly participate in the proceeding (i.e., does the summons have information for obtaining an attorney and rental assistance)?
3. Are copies of the *eviction notice* and *lease* attached to the *complaint*?
4. Has all paperwork been filed with the appropriate district or municipal court?
5. Has all paperwork been properly delivered to the tenant?



What happens if the tenant fails to appear and answer after receiving the complaint?

If the tenant does not appear at the court as commanded in the summons, a default judgment—giving possession of the rental property back to the landlord—will be entered against the tenant (i.e., failing to appear will be an automatic loss). After 10 days, at the landlord’s request, the court will issue an *Order of Eviction*, and a court officer will physically remove the tenant and the tenant’s personal items from the rental property.

Additionally, the court may enter a money judgment against the tenant. This would allow the landlord to begin collection proceedings, which may include garnishment of wages, bank accounts, and tax refunds. It may also include execution against the tenant’s personal property, like their automobile. Further, a money judgment may appear on the tenant’s credit report, hindering their ability to get a loan or a credit card.



- Do not fail to appear and answer!
- Never listen to anyone who tells you not to attend a hearing unless it is your own attorney.



Please note Rule 4.201(G)(5), which governs default judgments. The requirements needed for the landlord to be awarded a default judgment are as outlined below:

- The landlord must effectuate personal service of process on the tenant under MCR 2.105; or
- The landlord must plead and prove, with notice, a complaint under MCL 600.5714(b), (d), (e), or (f) sufficient to meet the statutory and court rule requirements.
 - MCL 600.5714(b) allows a landlord to recover possession if a person holds over the premises 24 hours following service of a written demand for possession for termination of the lease pursuant to a clause in the lease providing for termination because a tenant has been involved in the unlawful manufacturing, sale, delivery, or possession of illicit substances.
 - MCL 600.5714(d) allows a landlord to recover possession if the tenant willfully or negligently causes a serious and continuing health hazard to exist on the premises or causes extensive and continuing physical injury to the premises.
 - MCL 600.5714(e) allows a landlord to recover possession when a tenant holds over the premises for 7 days following service of a written notice to quit for termination of the lease after the tenant has caused or threatened physical injury to an individual.
 - MCL 600.5714(f) allows a landlord to recover possession when a tenant takes possession of premises by means of a forcible entry, holds possession of premises by force after a peaceable entry, or comes into possession of premises by trespass without color of title or other possessory interest; or
- The tenant fails to appear on both the date and time of the summons and the trial date; or
- The tenant fails to appear on the trial date after appearing on the date and time of the summons.



Once a lawsuit is started, can the parties still try to negotiate or mediate an agreement?

Yes. Up until the trial begins, the parties may reach an agreement and settle the case themselves, or they may decide to resolve their dispute through mediation. Parties may even negotiate in the hallway at court prior to the trial. Parties can choose to mediate before or after a lawsuit is filed. Mediation is an alternative dispute resolution technique that is voluntary, empowering, confidential, convenient, effective, and provided at little or no cost. See Chapter 5 – Mediation for more information on this topic.



If the parties reach an agreement, do they still have to appear in court?

YES! Unless the court directly tells that parties that they do not need to appear in court.

At any time before trial, the landlord and tenant may decide to work out a compromise. In fact, most lawsuits for eviction end in compromise, sometimes minutes before trial. Upon reaching an agreement, the parties may either:

- a) Sign an agreement called a *Consent Judgment*, putting an end to the case by consent and by order of the judge; OR
- b) Agree to a dismissal subject to some condition (*Conditional Dismissal*) (e.g., the tenant paying rent by a particular day or the tenant voluntarily vacating the rental property by a particular day). Once the condition is satisfied, the judge will order the dismissal. If the conditions of a dismissal are not met by the tenant, the landlord may file an Affidavit of Default, Default Judgment, and Order of Eviction without any further hearing. Judgment will then enter, which will likely result in a forcible eviction.

Remember, if a summons has been issued, the tenant must show up to court. If an agreement is reached, the court must be notified.

f. Defenses Available to a Tenant in an Eviction Lawsuit

If the tenant has exhibited certain lawful behavior, Michigan law provides the tenant with several defenses, even when the landlord can prove any of the nine reasons for a lawful eviction. The most common defenses are discussed below.

A Claim of Retaliatory Eviction

Under Michigan law, there exists a presumption of retaliation if the landlord-plaintiff started the eviction proceedings within ninety (90) days of the tenant-defendant trying to enforce their rights under the law (e.g., reporting health and safety code violations, exercising rights under the lease, filing a complaint against the landlord for violation of the law, or joining in membership in a tenant's organization).



If the official action has not resulted in dismissal or denial of the attempt or complaint, a presumption in favor of the defense of retaliatory termination arises, unless the plaintiff establishes by a preponderance of the evidence that the termination of tenancy was not in retaliation for the acts.

See Mich. Comp. L. Ann. § 600.5720.

Full Payment of the Rent Due

After a lawsuit for nonpayment of rent was filed, the tenant may have actually paid the total amount of rent due.

Landlord's Breaches of the Warranty of Habitability and Duty to Repair

For a tenant to raise this defense, the landlord must have been provided with notice of the problem (generally in writing), and the landlord must have been given a reasonable amount of time to fix the problem. If a portion of the rent was withheld for the purpose of addressing the maintenance or repair issue(s), it must have been deposited into an escrow account (the portion of withheld rent must reasonably relate to the cost of repair or to the damage that the tenant incurred because of the problem). The tenant must show that but for the repair and maintenance required, they were ready, willing, and able to pay the entire rent amount due.

Landlord Waiver of Eviction Notice

A landlord can waive (meaning void) an otherwise properly given notice to evict “by accepting rental payments for a period of subsequent to the date specified in the notice.” A void notice would be grounds for a dismissal.

See *Park Forest of Blackman v. Smith*, 112 Mich. Ct. App. 421, 426 (1982).



Having a defense and being able to prove it are two different things. If the tenant is successful in offering their proofs, the tenant is generally allowed to remain in possession of the rental property. The court may not order an eviction if the court believes that the tenant complied with the law and acted only to protect their rights, even though the landlord may have had a lawful reason to evict.

g. Heading to Trial

If the parties to a lawsuit for eviction cannot reach an agreement, they will have to go to court to have the issues decided for them. Even when the parties get to court, most cases are

resolved before entering the courtroom. The judges generally encourage the parties to reach a settlement; the attorneys representing the parties also encourage their clients to do so. If they cannot reach an agreement, the parties then proceed to trial where the judge or jury will decide the outcome.

At trial, both parties will be given an opportunity to tell their side to the judge (or jury). They will be allowed to offer testimony and show documentation that may persuade the judge (or jury), by a preponderance of the evidence (51 percent), to rule in their favor. In the courtroom, there is an order to things. The landlord must first prove that a lawful reason for eviction exists and that they are entitled to regain possession as owner of the rental property. Next, the tenant, may offer evidence that even though there is a lawful reason for eviction, a legal defense exists that protects them from being evicted. After both parties have been given an opportunity to offer their proofs to the judge (or jury), a decision will be made either for the landlord (to regain possession) or for the tenant (to remain in possession). In a non-payment of rent case, the judge will also decide how much rent must be paid to retain possession.

5. Mediation

Parties in a dispute can choose to mediate before or after a lawsuit is filed. Mediation is an alternative dispute resolution technique that is empowering, confidential, convenient, and



If the landlord wins the lawsuit for eviction, how soon can the tenant and their personal property be removed?

Generally, even if the landlord wins the lawsuit for eviction, the court cannot issue an *Order for Eviction* for at least ten (10) days with a few exceptions for evictions premised on drug use or health hazards. This allows time for the tenant to cure—meaning fix the problem—by paying the rent owed if that was the reason for eviction, and it allows time for the parties to negotiate an agreement. However, if the reason for the eviction was something other than unpaid rent, there is little the tenant can do to address the problem before an order of eviction is issued.

Only after waiting 10 days can the prevailing landlord request that the judge issue an *Order of Eviction*. Still, Michigan law does not allow the landlord to forcibly remove the tenant or the tenant's property. Only an officer of the court, by a judge's order, can remove the tenant and tenant's property from the rental property. That officer is generally the sheriff or someone from the sheriff's office. This process of removing the tenant and their property is called *executing the Order of Eviction*.

Can the tenant be evicted and still forced to pay money damages to the landlord?

Yes. In addition to regaining possession of the rental property, the landlord may have persuaded the judge (or jury) that they are entitled to a money judgment. The judge may award the landlord a money judgment for things such as unpaid rent, unpaid utilities, damages to the rental beyond reasonable wear and tear caused by the tenant, and any other damages incurred because of the tenant's violation of the lease agreement.

Avoiding a money judgment is always a good idea. If the option to pay is still available, the losing party (if financially able) should pay what is owed. Once a money judgment is awarded, the prevailing party, through a lawful collection process, can garnish wages, garnish bank accounts, and garnish tax refunds. The prevailing party may also be entitled to another remedy—executing the money judgment against personal property (a car, fine jewelry, collectibles, and the like).

effective. Often, it is provided to at little or no cost.³ Mediation can be voluntary or the judge can order you to go to mediation. Mediation works best when it's voluntary, and both parties think it will help resolve the dispute. But mediation can still work well when the judge orders it.



What is mediation?

- A process that helps people to resolve disputes. Trained mediators facilitate a communication process that assists people in reaching mutually satisfactory agreements.
- An alternative to destructive confrontation, ineffective avoidance, costly litigation, and potential violence.
- An opportunity for people in conflict to use their own problem-solving skills, to take responsibility, and to find solutions that best meet their needs.
- Designed to preserve individual interests while strengthening relationships between individuals and groups.
- An opportunity to learn a successful method for resolving conflicts that can serve as a model for constructively resolving future conflicts.



Mediation does not replace the need for legal advice. Mediators do not provide legal advice nor do they represent parties. Not all mediators are licensed attorneys. Mediation may reduce the need for a lawyer, but tenants should still consider speaking to a lawyer, who are qualified to explain tenants' rights and the legal consequences of settling a matter in mediation.

a. The Mediation Process

1. Any person or organization may initiate mediation.

³ “Mediators charge their own hourly fee, so the cost can vary. Many counties have a Community Dispute Resolution Center (CDRC), which may have a sliding fee scale. The judge will likely order each party to each pay half of the cost. If the judge orders mediation, but you can't afford it, you can ask the judge for a free or low-cost mediator. Free and low-cost mediators are not available in every county.” Mich. Legal Help, *Mediation and Other Forms of Settlement* (2022), available at www.michiganlegalhelp.org/self-help-tools/family/mediation-and-other-forms-of-settlement.

2. A trained professional will talk with you to determine if your situation is appropriate for mediation. If it is, you will be asked for basic information about yourself and the other person(s) involved.
3. With your permission, the mediation center will contact the other person(s) involved to encourage them to participate in a mediation session.
4. If both parties agree, the mediation center will schedule a mediation session at a time and place convenient for all.
5. At the mediation session, trained mediators will listen to all sides of the dispute. Each party will get a chance to explain, uninterrupted, their point of view. The mediator will encourage communication from all sides to uncover facts, identify issues, and explore possible solutions.
6. When the parties reach a solution, their agreement will be put in writing by the mediator. It is then a legally enforceable document.



For more information on mediation through CDRP, call (517) 373-4839 or visit

www.courts.michigan.gov/administration/offices/office-of-dispute-resolution/CDRP/.

b. Community Mediation Centers

These centers provide conciliation, mediation, and other forms of dispute resolution under Michigan's Community Dispute Resolution Act. See Chapter 10 for a list of mediators available in the Community Dispute Resolution Program.

c. Deciding Whether to Utilize Mediation

When thinking about whether to seek mediation, consider the following pros and cons.

Advantages

Mediation may have these benefits over a regular court process:

- It can resolve a dispute faster, especially in cases where the parties agree on most matters.
- It may cost less, for example, in court fees or requesting time off work for court dates.
- It may be more confidential than a trial. The final judgment is a public record, but settlement discussions stay private.
- Parties have more control over the outcome of the dispute.
- It can avoid the adversarial court process. This may be beneficial for the relationship between a landlord and a tenant, especially if the tenant has already renewed their lease agreement for a new term.
- If all parties have agreed to a solution, they are all more likely to stick to it.

Disadvantages

Mediation may not be the best option if any of the following are true:

- A history of abuse or intimidation exists between the parties.
- One of the parties is used to being in control and making all of the decisions.
- One or both of parties may have a hard time giving their ideas or opinions in mediation. For example, this could happen if one party is less proficient in English or if one party has more experience in negotiations.
- The health or safety of one or both parties might be at risk by mediation.
- When the parties do not have all the information needed to make an informed decision. If this is true, it might be too early to try mediation.

6. Small Claims Court

A tenant may want to bring an action in small claims court if their landlord has not returned their security deposit, a roommate moved out without paying their fair share, or if they seek other money or damages. The following information will take you through the steps necessary to file a proceeding in the small claims division of the district court. Additional information also be found at: <https://www.courts.michigan.gov/SCAO-forms/small-claims/>.



What happens in small claims court?

The small claims division of the district court hears cases that are designed to be decided without attorneys present. The court has a limited claim dollar amount. Current small claims amounts may not exceed \$6,500. The amount is set to increase to \$7,000 in January 2024.

a. Beginning the Small Claims Process

If a tenant (the plaintiff in this scenario) cannot resolve their dispute through mediation (see Chapter 5 – Mediation), the tenant can file a lawsuit against the landlord (defendant) in the small claims division of the district court. The lawsuit must be filed in the city or county where rental property is situated or where the landlord being sued is located. If a plaintiff sues more than one entity, the suit may be filed in the district court where any of the persons live or where any of the businesses operate.



A tenant who seeks to file a lawsuit can visit the court and notify the clerk that they seek to file a small claims case. The clerk will provide an Affidavit and Claim (Form DC 84) to fill out. Alternatively, individuals can fill out the form available on the website provided above, print it, and bring it to the court to file.

Court Fees

The cost of filing a lawsuit is \$30 for claims up to \$600, \$50 for claims exceeding \$600 and up to \$1,750, and \$70 for claims exceeding \$1,750 and up to \$6,500. The tenant (plaintiff) is responsible for paying the filing fee and other required fees. Other applicable fees are postage and service fees. Most courts post fee amounts and acceptable payment methods on their websites. If this information is not available online, call the court clerk for this information.

Service of Process

Once the lawsuit has been filed, the defendant must be served with the complaint (i.e., notify the party being sued that a court case has been filed against them) and provide the date and time they are required to appear in court. Generally, the court will serve the defendant in small claims cases, but the plaintiff must pay for the service fees. The defendant can respond to the complaint before the hearing, or the defendant can wait to respond at the hearing.



The court fees incurred may be awarded as part of the judgment against the defendant (the party being sued) if the judge decides in the plaintiff's favor.

Settling the Matter

The defendant may offer to settle out of court after learning that the plaintiff has filed a lawsuit against them. If the plaintiff chooses to settle the matter out of court, the plaintiff can either voluntarily dismiss the lawsuit or obtain a judgment. If the tenant wants an enforceable judgment, the terms of the settlement agreement must be spelled out in writing and signed by both the plaintiff and the defendant. A copy of the settlement agreement must be filed with the court.

b. Being Sued in Small Claims Court

Defendant's Responses to a Complaint

A party served with court papers is called the defendant. The defendant has several ways to respond to the Affidavit and Claim Form.

- To deny the claim, a defendant must either answer the complaint before the hearing date or appear in court on the hearing date. If a defendant appears in court, it is important they bring evidence available to support their reasons for denial.
- If the defendant wants attorney representation, they should notify the court before the initial hearing date, and the case will be transferred from small claims court to the district court.
- If the defendant has a claim against the plaintiff, the defendant can also file a counterclaim. The written counterclaim should be filed with the court and served to the plaintiff by first-class mail.
- Failure to appear for the hearing may result in the court entering a default judgment against the defendant. This means the judge may grant a judgment for the plaintiff without hearing the defendant's response to the complaint. The entry of a judgment may appear on the losing party's credit report.



Remember, a small claims case will be heard by a judge or attorney magistrate; parties have no right to a jury trial, and the hearing will not be recorded.

Right to Change Venue

Both parties have the right to ask for the case to be heard in the general civil division of the district court. To have the case moved to the district court, complete the Demand for Removal (Form DC 86), print it, and bring it to the small claims court before or on the day of the hearing. The Demand for Removal must be filed with the clerk of the small claims court. The court will notify the person filing the lawsuit if the defendant makes such a request.



In the general civil division of the district court, both the plaintiff and the defendant have the right to be represented by an attorney. Whoever loses the case may be ordered to pay court costs and attorneys' fees.

Before the Hearing

On the initial hearing date, any of the following may happen:

- If both the plaintiff and the defendant appear, the judge may recommend that the parties go to mediation, and the case may be adjourned. If either party does not want to attempt mediation, the hearing will proceed.
- If the plaintiff does not appear and the defendant appears, the case may be dismissed.
- If the defendant does not appear, the plaintiff may ask for a default judgment. This means that if the judge decides that the plaintiff has a valid claim, the plaintiff can obtain a judgment without a hearing because the defendant did not appear to challenge the claim.



When attending a court hearing, be sure to take all the evidence with you that proves your claim. This might include a sales receipt, guarantee, lease, contract, an estimate for repairs, pictures, videos, or an accident report. If a damaged article is too big to bring with you, pictures can be presented as evidence. Any witnesses you would like to speak on your behalf should appear in court as well.

During the Hearing

The hearing will usually take place at the court where the plaintiff filed the claim. Some judges may offer virtual hearings, so be sure to check how the hearing will be conducted.



It is extremely important to be at the hearing on time. If the person who filed the lawsuit is absent when the case is called, the case may be dismissed. Likewise, if the defendant is absent when the case is called, a default judgment may be entered against them. For both parties, make sure to bring all relevant documentation and evidence and make sure all witnesses will be in court on time.

The court clerk will call the case and both parties will appear before the judge. The judge will ask the plaintiff to state their claim. When the plaintiff finishes, the defendant will have an opportunity to explain their side of the case. Each party should listen carefully. It is helpful to have a pen and paper ready to write down notes while the other party is speaking. If either party thinks someone is leaving something out or misstating facts, they should be sure to tell the judge. Both parties should take their time to explain their side of the story in detail and why they think the judge should rule in their favor. The plaintiff will be seeking the relief requested in the claim, while the defendant may ask the court to grant some other form of relief or dismiss the claim altogether. Each party may present evidence to support their argument. Witnesses will be allowed to tell the court about facts they know that support either party's version of events.

If your small claims case is heard by an attorney magistrate, you have seven (7) days to appeal the decision of the magistrate. The case will then be heard by a District Court judge. A District Court judge's decision in the small claims division is final, whether it is made after appealing a magistrate decision or in the first instance. Neither party can appeal to a higher court once a District Court judge has decided the case.

c. Using Court Forms

Court forms are available for use in small claims proceedings. These forms follow the procedures set forth under Michigan law and the Michigan Court Rules and can be used without the assistance of an attorney.

When using court forms, a plaintiff is required to provide the total number of copies for use by the court, the parties, and any other person or organization that must receive the form. The upper-right hand corner of each form provides a reference to determine the required number of copies and who must receive those copies. Forms completed online must be printed for filing with the court and service on the parties. If you do not provide the court with the correct number of copies, the court might reject the form for nonconformance to MCR 8.119(C) or may charge you for the copies. Generally, the court is not responsible for making copies of forms for you.



The following small-claims court forms are available at this website: www.courts.michigan.gov/SCAO-forms/small-claims/. Make sure to read all instructions and to follow them carefully when filling them out.

- Affidavit and Claim, DC 84
- Small Claims Judgment, DC 85
- Demand and Order for Removal, DC 86

d. Collecting Monetary Judgments

When the plaintiff obtains a judgment against the defendant, the court will provide instructions regarding post judgment collections. The defendant may pay the judgment plus court costs immediately after the hearing, but if they do not have the money to pay immediately, the judge may allow a reasonable time for the defendant to pay and may set up a payment schedule.

If the defendant fails to pay the judgment when ordered, the plaintiff must return to the court and file additional papers to collect on the judgment; this is usually accomplished by garnishing the defendant's wages, bank accounts, and tax returns, or by ordering the defendant's property to be seized. This cannot occur until twenty-one (21) days after the judgment is entered. As part of the judgment, the defendant must provide information to the court that can be used in post-judgment collection efforts.



How do I collect on a judgment?

If a plaintiff wins in small claims court, the court prepares the Small Claims Judgment (Form DC 85) after the hearing. The court will also make sure that the Judgment is delivered to both parties. The court will usually provide instructions for how a party can collect on a judgment. If the defendant fails to pay the judgment when ordered, the plaintiff will need to go back to court ask the court to garnish the defendant's wages or bank account or seize their property. A plaintiff must wait at least 21 days after the judgment is entered to ask the court to help them collect the judgment.

7. Repairs and Maintenance

Repair and maintenance problems may range from merely annoying issues to issues that pose an immediate threat to a tenant's health and safety. It is important to understand that both the landlord and the tenant have some responsibility for maintaining the rented property.

There are three general types of maintenance problems:

1. **Emergencies** (require action within 24 hours and pose an immediate threat to the health and safety of the occupant(s), e.g., gas leak, flooding, defective furnace, or major roof damage);
2. **Major problems** (affect the quality of the residential environment, but not to the degree that the life of the occupant is immediately endangered, e.g., defective water heater, clogged drain, or a heating problem in part of a house); and
3. **Minor problems** (fall into the nuisance category, e.g., defective lighting, minor problems with the locks, dripping faucets, sometimes household pests, or peeling paint and wallpaper).

a. Landlord's Responsibilities

Under Michigan law, the landlord has a duty to keep the rental property and all common areas:

1. Fit for the use intended by the parties;
2. In *reasonable repair* during the term of the lease; **and**
3. In compliance with health and safety laws.

See Mich. Comp. L. Ann. § 554.139.

Whether the landlord is required to repair a problem depends on two factors: (1) the nature of the problem itself, and (2) whether the landlord's duty to repair has been modified either by tenant's conduct or by mutual agreement.



The term “reasonable repair” is not defined by law—it is a question of fact, which would be decided by a judge or jury during litigation. However, common sense is prudent here. While it is certainly reasonable for a landlord to fix a clogged drain or defective water heater, it may not be reasonable to require the landlord to repair a minor chip in a countertop or some peeling wallpaper. The landlord is relieved of their duty to repair and comply if the tenant's willful or irresponsible conduct or lack of conduct has caused the disrepair or the violation of health or safety laws.

The landlord and tenant may, by mutual agreement, modify these duties and make the tenant responsible for repairs. This modification of duties can occur only if the lease agreement has a current term of at least one (1) year. In other words, if the lease term is less than 1 year, the landlord’s duty to repair and maintain cannot be modified.

Additionally, almost all courts recognize that a residential lease agreement includes the implied duty that the rental property must be fit for habitation by humans. This means that the rental property must meet some minimum standard so as not to expose the occupants to unreasonable health risks. This implied duty cannot be modified or waived. See Chapter 1 – Tenancies and Leases for more information on terminating a lease early due to uninhabitable housing.

In addition to state law requirements, local governments can enact ordinances that establish additional requirements for landlords beyond minimum habitability standards. Most municipalities have a housing code protecting the health, safety, and welfare of its citizens. Some ordinances may require that the rental property be inspected on a regular basis. Some may even require licensing before a tenant can move into the property.



Check with the local city or county government code enforcement office for additional standards imposed on landlords in maintaining their rental property. You can also visit www.library.municode.com/mi to view the local ordinances throughout Michigan.

b. Tenant’s Responsibilities

Although responsibilities can be modified in certain instances—by mutual agreement between the landlord and tenant—a tenant is expected to:

1. Pay rent on time;
2. Keep the rental property in a safe and sanitary condition;
3. Promptly notify the landlord of maintenance problems;
4. Generally speaking, exterminate insects that appear if they were not there when tenant moved into the property; **and**
5. Leave the rental property in good condition – except for reasonable wear and tear.

Important Steps to Take

Depending on the problem, requesting a repair could be as simple as a quick phone call or as complicated as filing a lawsuit. Below are the recommended steps to be taken to solve a repair and maintenance problem.

Step 1: *Notify the landlord and provide a reasonable time for repair.* The tenant must notify the landlord, explain the reasons for the repair, and to schedule a completion date. A simple phone call usually works. However, the phone call should be followed up with a letter to ensure that documentation exists. It is recommended to send the letter via certified mail. In some cases, the landlord may require that a specific form or repair order must be filled out before proceeding with repairs. Emails and text messages may be used as documentation of repair requests if necessary. When a tenant fills out an online repair request, the tenant should ensure that there is a record of the request available to the tenant (e.g., a confirmation email that the landlord received the request).



Read the lease and talk to your property manager or landlord to determine the best course to take. Remember to keep copies of communications and notes of your discussions.

Step 2: *If the problem is a major one, contact a building inspector and schedule an inspection.* If the rental property is up to municipal code standards, the tenant will be responsible for paying the inspector's fee. If it is not up to code, the landlord is responsible for the fee and may also have to pay a re-inspection fee once the repair is made.

Step 3: *If the landlord has failed to make necessary repairs within reasonable time, the tenant has two options: (1) withhold the rent and deposit it into an escrow account, or (2) pay for the repair and deduct the cost from the rent.*

- If the rent, or a portion of it, will be withheld for the purpose of addressing the maintenance or repair issue(s), the tenant should send a letter using certified mail, return receipt requested, stating why the rent will be withheld, where it will be deposited (the name of the financial institution), and that payment will be released when the maintenance problems have been corrected.
- If the repair cost will be deducted from the rent, obtain three repair estimates. If it is a job that the tenant can repair themselves, comparison shop the cost of parts. Reputable repair companies will visit the property and provide a free written estimate. Send copies of the estimates to the landlord, state that the problem will be fixed by the tenant unless the landlord agrees to do it by a certain date, and state that the cost of repair will be paid from the rent withheld. Keep all receipts and note the dates of repair, and send copies to the landlord, along with the remaining portion of the rent.



While the repair-and deduct method may work well for small repairs, it is probably not practical for large, costly repairs.



How much rent should I withhold?

In the event a tenant has requested repairs, and the landlord is not making the repairs, a tenant can choose to withhold rent because of the landlord's failure to repair or perform reasonable maintenance. In this case, the total amount withheld must be related to the cost of repairs or the damages incurred by the tenant due to the landlord's failure to make repairs. In any event, the amount withheld must be deposited into an escrow account.

See Mich. Tenant Counseling Program, *How to Abate or Withhold Rent*, available at www.michigantenants.org.

For example: A tenant should withhold less rent for a clogged drain but should withhold more for an unusable toilet or shower. Only the most catastrophic problems will warrant withholding all the rent.

What if my landlord tries to evict me?

If the landlord has a run in with the municipal code enforcement office or if landlord does not receive the rent, they may decide to start the process for evicting the tenant. Fortunately, Michigan law provides that the tenant—who was acting lawfully—with certain defenses. The tenant, however, must be able to prove the facts giving rise to the defense raised. The defenses available include:

1. **A claim of retaliatory eviction.** Under Michigan law, there exists a presumption of retaliation if the landlord started the eviction proceedings within ninety (90) days of the tenant trying to enforce their rights under law (e.g., reporting health and safety code violations, exercising rights under the lease, filing a complaint against the landlord for violation of the law, or joining in membership in a tenant's organization). If the official action has not resulted in dismissal or denial of the attempt or complaint, a presumption in favor of the defense of retaliatory termination arises, unless the plaintiff establishes by a preponderance of the evidence that the termination of tenancy was not in retaliation for the acts.
See Mich. Comp. L. Ann. § 600.5720.
2. **Landlord's breach of the warranty of habitability and duty to repair.** Tenant must show that the landlord was provided with notice of the problem and given a reasonable amount of time to fix the problem. Tenant must also show that the landlord failed to make the necessary repairs.
3. **Rent was properly withheld and escrowed.** Tenant must be able to show that they were ready and able to pay the rent had the repairs and maintenance not been needed.

The eviction process can be lengthy, so negotiation may be the quickest way to resolve an

issue between the landlord and tenant. If the landlord will not negotiate, and if the tenant has carefully documented all communications about the needed repair and maintenance, the tenant may prevail in the lawsuit for eviction.

The landlord and tenant should remember that in many disputes, the basic issues become obscured by personal disagreements that can develop and continue to grow and fester. If an agreement cannot be reached, try mediation, either before a lawsuit is filed or after. Mediation might help to empower the parties to use their own problem-solving skills, to take responsibility, and to find solutions that best meet both of their needs, while strengthening the landlord-tenant relationship. Mediation services are offered through the Community Dispute Resolution Program (CDRP), funded by the Michigan Supreme Court.



For more information on mediation through CDRP, call (517) 373-4839 or visit www.courts.michigan.gov/administration/offices/office-of-dispute-resolution/CDRP/.

8. Additional Considerations

Michigan tenants have certain rights that are not codified under the Michigan Landlord and Tenant Relationships Act of 1972 and the Michigan Truth in Renting Act of 1978. Below you will find other rights under federal and state law that may apply to your situation.

a. Civil Rights and Protections Against Discrimination

The federal Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1974, the Architectural Barriers Act, the Michigan Elliot-Larsen Civil Rights Act, and Michigan Persons with Disabilities Civil Rights Act prohibit discrimination in housing throughout Michigan on the bases of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status (presence of children under the age of 18 or pregnancy), disability, age, and marital status.



In some communities, local ordinances offer enhanced protections against housing discrimination based on immigration status, source of income, student status, educational association, political affiliation, and certain arrest records. Moreover, some local governments have specific ordinances protecting the LGBTQIA+ community against discrimination based on sexual orientation, gender identity, gender expression, and AIDS or HIV status.

Housing discrimination comes in many forms. Some common manifestations of discrimination include being denied the ability to rent or buy housing, being subjected to different terms, conditions, or privileges for the sale or rental of a dwelling, or being falsely told that housing is unavailable for rent or sale.



For additional information regarding the classes of persons protected by federal, state, or local fair housing laws or to register a complaint of unlawful housing discrimination, contact the HJC, your local Fair Housing Center, the Michigan Department of Civil Rights, or the U.S. Department of Housing and Urban Development. See Chapter 12 for a list of additional resources.

b. Pet Restrictions and Exceptions for Qualifying Disabilities

Generally, landlords can charge pet fees or prohibit tenants from keeping pets in a rental unit. Michigan courts have permitted the eviction of tenants who violate a lease provision prohibiting tenants from maintaining pets in a rental unit. However, landlords cannot discriminate against a person with a disability who maintains service, emotional support, or companion animals.

Service, Emotional Support, and Companion Animal Exceptions

Under the FHA, persons with qualifying disabilities who own service animals, emotional support animals, and companion animals have the right to reasonable accommodation to blanket “no pet” policies where the accommodation is necessary for that person to have equal access to and enjoyment of their home. *Covered* housing providers—meaning that the FHA applies to them—are obligated to permit, as reasonable accommodation, the use of animals that work, aid, or perform tasks that benefit persons with disabilities, or provide emotional support to alleviate a symptom or effect of a disability.

Moreover, the Americans with Disabilities Act (ADA) applies to housing programs administered by state and local governments, such as public housing authorities, and places of public accommodation, such as public and private universities. Michigan uses the definition of disability found in the ADA, which defines a qualifying individual as a “person who has a physical or mental impairment that substantially limits one or more major life activities.”

A service animal is defined as a dog or miniature horse individually trained to work or perform tasks that are directly related to and mitigate the handler’s disability. Service animals are not considered pets and should not be subject to pet fees or overly restrictive animal policies. On the other hand, emotional support animals (ESA) and companion animals are not trained to work or perform tasks that mitigate the handler’s disability; instead, it is the animal’s presence that provides disability-related benefits. ESA and companion animals do not fall under the definition of service animal; however, they may be requested as housing accommodations under the FHA. Again, landlords may not charge additional pet fees or impose unreasonable animal policies. However, landlords may deny an emotional support or companion animal if it behaves poorly or is a danger to other tenants.



What is the difference between a service animal and an ESA or companion animal?

Federal law only classifies dogs or miniature horses that are “individually trained to do work or perform tasks that are directly related to and mitigate the handler’s disability” as service animals. For example, a service animal may be trained to retrieve items for someone in a wheelchair or to lead someone with PTSD to a safe location during a PTSD-related episode. All other species of animals, trained or untrained, are not recognized as service animals in Michigan. In other words, a service animal has more legal privileges than an ESA or companion animal.

See 28 C.F.R. § 36.104; MICH. DEP’T OF CIV. RTS., *Serv. Animals in Mich. Frequently Asked Questions* (June 2021).



Can my landlord deny my request for reasonable accommodation for my service animal or ESA?

Generally, housing providers may not refuse to make reasonable accommodations for service animals or emotional support animals. The FHA generally requires landlords to grant an accommodation for an emotional support animal if the requester is an individual with a disability and gives the landlord sufficient documentation related to the requester’s disability.

Can my landlord or housing provider ask me about my disability after I request an accommodation for my service animal or ESA?

A housing provider may ask only two questions: (1) whether the individual making the request has a disability and (2) if the requesting individual has a disability-related need for the animal. If the disability is apparent or known, the housing provider may not inquire further; however, if the disability and disability-related need for the animal is not readily apparent, the housing provider may request information demonstrating the [connection] between the individual’s disability and the need for the animal.

See Dana Adams, Emotional Support Animals: Reasonable Accommodations and Misrepresentation, State Notes: Topics of Legis. Int., Mich. Senate Fiscal Agency (Summer 2020).

c. Smoking

A landlord can restrict tenants who smoke to certain apartment units, buildings, or areas, and

can refuse to rent to smokers. The Michigan Attorney General stated, “neither state nor federal law prohibits a privately-owned apartment complex from renting only to non-smokers or, in the alternative, restricting smokers to certain buildings within an apartment complex.” Michigan laws relating to smoking in public settings do not apply to rental properties. Some local communities may have stricter ordinances pertaining to smoking in residential rental properties.

See Mich. Att’y Gen. Op. No. 6719 (May 4, 1992).



Under Michigan law, smoking means the burning of a lighted cigar, cigarette, pipe, or any matter or substance that contains a tobacco product.

See Mich. Comp. L. Ann. § 333.12601.

d. Marijuana

It is important to note that both recreational and medical marijuana remain illegal under federal law. Federal law applies to subsidized housing. Tenants who reside in subsidized housing must follow federal law concerning marijuana and risk eviction if they possess or partake of marijuana on the property.

Under Michigan law, a landlord may not prohibit a tenant from lawfully possessing marijuana and consuming smokeless forms of marijuana—such as edibles, beverages, or oils containing THC. However, for the same reasons as those listed in the above Smoking section, landlords may restrict tenants who smoke marijuana—whether for medical or recreational use—to certain apartment units, buildings, or areas. Landlords can also refuse to rent to smokers altogether. Landlords may also regulate the consumption and display of marijuana on the property but cannot forbid the lawful possession and smokeless consumption of marijuana by a tenant in a written lease agreement.



A tenant may risk eviction if a landlord discovers verifiable evidence of a tenant smoking on the property in violation of the lease agreement. Furthermore, landlords may prohibit tenants from growing marijuana in the rental property, even if the tenant possesses a valid license.

Recreational Marijuana

Landlords may prohibit smoking marijuana in the property. However, landlords cannot prohibit the possession of legally owned marijuana and cannot prohibit tenants from consuming smokeless forms of marijuana. Under Michigan law, it is legal for an individual to possess up to 2.5 ounces of *unsecured* marijuana in their place of residence; additional amounts of marijuana must be stored in a locked or restricted container or storage area.

Medical Marijuana

Tenants that have legally obtained a medical license for marijuana are encouraged to notify their landlord if they intend to smoke marijuana in their rental property. Michigan law allows landlords to prohibit persons from smoking or growing marijuana on the property, *if* the prohibitions against smoking or cultivating marijuana are in the written lease. Tenants should consult with an attorney and their landlord if they intend to grow marijuana for medicinal use under the Michigan Medicinal Marijuana Act.

Federal Marijuana Policy Reform

Even though marijuana remains illegal under federal law, Michigan landlords may not prohibit the possession of legally owned marijuana and cannot prohibit consumption of smokeless forms of marijuana because marijuana is legal to possess and consume under Michigan law. Federal law continues to regulate marijuana as a Schedule I controlled substance, and it is illegal to possess, manufacture, cultivate, or distribute. Indeed, this creates a gray area on the legality of marijuana because a majority of states and territories have deviated from a blanket marijuana prohibition. In October 2022, President Biden announced reforms on federal marijuana policy to relax current restrictions. This is a rapidly developing area of federal law. Please contact your local Fair Housing Center, the HJC, or an attorney if you have questions

on this matter.

See Controlled Substances Act, 21 U.S.C. §§ 812(b)(1) et. seq.; Lisa Sacco, *The Schedule I Status of Marijuana*, Cong. Rsch. Serv. (Oct. 7, 2022).

e. Smoke Detectors

Some communities have adopted housing codes or other specific requirements that may affect the condition or equipment requirements of residential rental property. These include the requirement that smoke detectors be installed in housing. Be sure to review your local ordinances to see if the rental property is covered.

f. Bed Bugs

While current state law does not address bed bugs directly, there are several tools available to tenants with bed bug concerns. A landowner has a statutory obligation under Michigan law to repair defects about which they know or should have known, but the landlord does not have a duty to regularly inspect the premises to search for defects. As such, a tenant who believes that bed bugs are present must notify the landlord that they believe a problem exists. Additionally, case law indicates that where a landlord is notified of a problem and fails to take reasonable steps to fix the problem, a tenant may be entitled to terminate their lease and forfeit any remaining rent owed.

See Mich. Comp. L. Ann. § 554.139.

g. Michigan Anti-Lockout Statute, MCL § 600.2918

Under Michigan law, landlords may not unlawfully interfere with a tenant's possessory interest in the property without a court order. This means that landlords may not forcibly enter a property to change or alter existing locks, or add new locks, without giving keys or access codes to existing tenants. Other forms of unlawful interference include, but are not limited to, the landlord's use of force or threat, removal, or destruction of a tenant's personal property, boarding the premises to prevent entry, interrupting utility service produced by the tenant, and introducing a noise, odor, or nuisance.



Tenants who are ejected from the rental property or are affected by the landlord's unlawful interference may recover three (3x) times the amount of damages (minimum recovery amount of \$200) and are entitled to recover possession of the property.

However, certain exceptions exist for landlords. Landlords may avoid liability when taking self-help eviction remedies against tenants and trespassers under limited circumstances. Landlords

avoid liability when taking self-help eviction remedies against tenants when the landlord has a good-faith belief that a tenant has permanently abandoned the rental property. In this scenario, the landlord, after providing sufficient notice to the tenant that they intend to change the locks due to the tenant's abandonment, may change the locks. It is important for landlords to document the tenant's abandonment and provide notices to the tenant to use this exception. Furthermore, "[a]n owner's actions do not unlawfully interfere with an occupant's possession of premises if the occupant took possession by means of forcible entry, holds possession by force, or came into possession by trespass without color of title or other possessory interest." As such, self-help eviction may be warranted if, after foreclosure or abandonment of a property, a trespasser moves in thereafter and takes possession.

See McLaurin v. Miles, No. 348022 (Mich. Ct. App. Oct. 15, 2020) (Unpublished Opinion); Mich. Comp. L. Ann. § 600.2918(5).

Anyone who believes that they may be subject to an eviction as outlined above is encouraged to contact an attorney or the HJC so that they may be apprised of the current legislation and their rights.

h. Lead-Based Paint

Since 1996, landlords must provide tenants living in properties built before 1978 with certain information concerning lead-based paints. This information includes (1) a federal government pamphlet titled, *Protect Your Family From Lead in Your Home* and a *Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (Rentals)* form.



Certain exceptions exist to this federal requirement, including exceptions for commercial rentals, zero-bedroom efficiency apartments, and rental units certified as lead-free by a qualified lead abatement inspector. For further information on this requirement, contact the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

Another instance where a pamphlet is required to be given to a tenant is when renovation activities or activities that disturb painted surfaces containing lead are conducted within rental properties. Under these circumstances, the renovator must provide the *Lead-Safe Certified Guide to Renovate Right* pamphlet to tenants no more than 60 days before beginning renovation activities in residential units and common areas. The regulations allow the renovator to notify all affected occupants in writing if they are unable to contact the residents directly; however, the renovator must provide direction on how to obtain the pamphlet.

See 40 C.F.R. § 745.84; Mich. Admin. Code R. 325.99409.

It is important that you contact lead inspectors and risk assessors in your jurisdiction to determine whether landlords are required to undertake ongoing lead testing. For instance, in

Detroit, ongoing lead risk assessments are required every 2-3 years for landlords to maintain their eligibility to rent homes to tenants.



Additional information can be found at the Michigan Department of Health and Human Services, www.michigan.gov/mdhhs/.

9. Eviction Timeline

Eviction Timeline	Landlord's Duties	Tenant's Duties
<p>Some Incidents give rise for eviction. Michigan Statute 600.5714</p> <p>24-HOUR NOTICE is required for the following reason:</p> <ul style="list-style-type: none"> a) Illegal drug activity and formal police report filed (lease provision must allow for termination). <p>7-DAY NOTICE is required for the following reasons:</p> <ul style="list-style-type: none"> a) Nonpayment of rent; b) Extensive and continuing physical injury to property c) Serious and continuing health hazard <p>30-DAY NOTICE is required for the following reasons:</p> <ul style="list-style-type: none"> a) Violation of a lease provision and the lease allows for termination; b) Forceful entry OR peaceful entry, but forceful stay OR trespass; c) Holding over after natural expiration of lease term; d) Just cause for terminating tenant of mobile home park; e) Just cause for terminating tenant of government-subsidized housing. 	<p>Provide proper notice of intent to evict. Michigan Statutes 600.5716, 600.5718 Forms DC 100a, DC 100c (from the court)</p> <p>The notice MUST:</p> <ul style="list-style-type: none"> a) Be in writing; b) Be addressed to the tenant; c) Describe the rental property (address is sufficient); d) Give reason for eviction; e) State the time for the tenant to take remedial action; f) Include the landlord's signature; and g) Include date. <p>The notice MUST be delivered</p> <ul style="list-style-type: none"> a) In person to the tenant, OR b) At the rental property, to a member of tenant's household—of suitable age—requesting that it be delivered to the tenant, OR c) By sending it through first-class mail addressed to the tenant, OR d) By electronic service if the tenant has specifically consented to electronic service in writing, and if the consent or confirmation of the consent has been sent by one party and affirmatively replied to by the other party via electronic submission. 	<p>Read the notice. Certain reasons for eviction can be cured (e.g., nonpayment of rent can be cured by paying the rent). Certain other reasons cannot be cured, and the tenant must move out (e.g., breach of lease, illegal drug activity). Otherwise, you may be sued.</p> <p><i>Recommendation:</i> Contact the landlord to peacefully discuss his or her reasons for eviction. Try to work things out to remain in the rental property.</p>
<p>BEGIN THE LAWSUIT: After the time period in the notice has expired—either 7 or 30 days—if things cannot be worked out:</p> <p>The landlord will file with the district court and serve on the tenant a Summons and Complaint. Michigan Statute 600.5735</p>	<p>The Summons. The Summons Commands the tenant to appear at the court for trial. Michigan Court Rule 4.201(C) Form DC 104 (from the court)</p> <p>The Complaint. The Complaint gives further notice of the cause of action, or grounds, for the eviction. The landlord MUST attach the following</p> <ul style="list-style-type: none"> a) A copy of the lease; AND b) A copy of the notice of intent 	<p>The Summons will have a date and time ordering the Tenant to appear in court. As the Summons commands, you MUST appear at the court for this hearing</p> <p>You MUST appear at the court hearing. You should answer the Complaint by the date on the Summons. You can do this either in writing OR orally at the</p>

	<p>to evict – stating when and how it was delivered Michigan Court Rule 4.20 (B) Forms DC 102a, DC 102c (from the court)</p> <p>The Summons and Complaint MUST be delivered (and proof of how and when they were delivered must be filed with the court) to the tenant BY MAIL AND ONE OTHER WAY:</p> <ul style="list-style-type: none"> a) Personally, OR b) Sent by mail – certified, return-receipt, restricted delivery, OR c) At the rental property, to a member of the tenant’s household—of suitable age—requesting that it be delivered to the tenant, OR d) After diligent attempts at personal service, by securely attaching the papers to the main entrance of the rental unit. <p>Michigan Court Rule 4.201(D)</p>	<p>hearing.</p> <p><i>Recommendation:</i> It is best to contact a lawyer to help you through this process.</p>
<p>Eviction Timeline (cont.)</p>	<p>Landlord’s Duties (cont.)</p>	<p>Tenant’s Duties (cont.)</p>
<p>Trial: Within 10 days there will be a trial/hearing. Michigan Court Rule 4.201(F)</p> <p>If either party appears without an attorney, but requests to retain one, the judge will generally adjourn the trial hearing for 7 days.</p>	<p>You have a right to an attorney; you may ask for time to retain one. Generally, the judge will adjourn for 7 days. You have a right to a jury trial; however, you must demand it in the Complaint and pay the jury fee. (The fee starts at \$50 and goes up depending on the amount in controversy.)</p> <p>Provide testimony, documents, and other evidence that you are lawfully entitled to recover possession of your rental property</p> <p><i>Recommendation:</i> Dress nicely, be prepared, and be respectful of the legal process.</p>	<p>You must appear and answer the Complaint. You have a right to an attorney; you may ask for time to retain one. Generally, the judge will adjourn for 7 days. You have a right to a jury trial; however, you must demand it in your first response—written or oral—and pay the jury fee.⁴ (The fee starts at \$50.)</p> <p>However, a proposed amendment is before the Supreme Court of Michigan that would allow a jury demand to be made up to 2 days before the scheduled trial.</p> <p>Defending the landlord’s claim may require you to testify and provide documents and other evidence of why you should be entitled to remain in possession of the rental property.</p> <p><i>Recommendation:</i> Dress nicely, be prepared, and be respectful of the legal process.</p>

⁴ Importantly, Rule 4.201(F)(4), which addresses jury demands, may be amended by the Supreme Court of Michigan to allow a tenant to request a jury least 2 days before the adjourned trial is scheduled to begin or at the tenant’s first appearance, whichever is later.

	<p>If judgment is for you, the landlord, it may include an award for any money due and for costs. You may begin collections on the money judgment if the tenant does not otherwise pay or appeal. You will have to wait to regain possession by requesting a Writ of Eviction. Michigan Statute 600.5741</p> <p>If judgment is for the tenant, they may remain in possession of your rental property</p>	<p>If judgment is for you, the tenant, you may remain in possession of the rental property. Michigan Statute 600.5747</p> <p>If judgment is for the landlord, you must either:</p> <ul style="list-style-type: none"> a) Make <i>full</i> payment (if the eviction can be cured by payment), OR b) Settle the dispute, OR c) Move out, OR d) Appeal the judge's decision.
<p>APPEAL: Within 10 days after judgment, either party may appeal the judge's decision. The party appealing the judge's decision must pay an appeal bond, filing fees, and transcript fees to preserve the appeal and stop the Writ of Eviction from being issued. Michigan Court Rule 4.201(N)</p>	<p>Decide quickly whether to appeal.</p>	<p>Decide quickly whether to appeal.</p>
<p>EVICTION: After 10 days—a Writ of Eviction may be requested, issued, and executed. Michigan Statute 600.5744(4); Michigan Court Rule 4.201(L)</p> <p>Issuance: Issuance must occur within 56 days after judgment is entered and must be executed no later than 56 days after the writ is issued.</p> <p>Important: Certain situations may allow issuance of a Writ of Eviction Immediately. Michigan Statute 600.5744(2)</p>	<p>Once the Sheriff executes the Writ, you regain possession of your rental property.</p>	<p>If reason for eviction was for nonpayment of rent, full payment of the rent, plus fees and costs awarded, may stop the issuance of the Writ of Eviction. Partial payment will not stop the issuance of the Writ.</p> <p>Warning: Other reasons for eviction may not be cured by payment and you must move out before the sheriff executes the Writ and moves things out for you. Rev 10/2022</p>

10. Community Dispute Resolution Program

The following centers provide conciliation, mediation, and other forms of dispute resolution pursuant to the Michigan Community Dispute Resolution Act. To find the most up to date information on mediation centers, use the mediation center locator at: www.courts.michigan.gov/administration/offices/office-of-dispute-resolution/CDRP/.

Counties: Berrien, Branch, Cass, Kalamazoo, St. Joseph, and Van Buren

Citizens Mediation Service, Inc. | www.citizensmediation.org

Contact: Jenny Miner

811 Ship Street, Suite 2, St. Joseph, Michigan 49085

Phone (269) 982-7898 • Fax (269) 982-7899

email: jenny@citizensmediation.org

Counties: Charlevoix and Emmet

Citizen Dispute Resolution Service, Inc. | <http://www.northernmediation.org>

Contact: Jane Millar

415 State Street, Petoskey, MI 49085

Phone (231) 487-1771 • Fax (231) 487-1770

email: jane@northernmediation.org

Counties: Delta, Baraga, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Menominee, Ontonagon, and Schoolcraft

Resolution Services Program, UPCAP Services, Inc. | www.upcap.org

Contact: Shannon Taylor

P.O. Box 606, Escanaba, MI 49829

Phone (906) 789-9580 • Fax (906) 786-5853

email: taylors@upcap.org

Counties: Genesee, Arenac, Bay, Clare, Gladwin, Midland, Ogemaw, Roscommon, and Saginaw

Community Resolution Center | www.mediation-crc.org

Contact: Dayna Harper

315 East Court Street, Suite 200, Flint, MI 48502

Phone (989) 799-5949

email: dlh.mediation@yahoo.com

Counties: Grand Traverse, Antrim, Benzie, Leelanau, Missaukee, and Wexford

Conflict Resolution Services Inc. | www.crsmediationtc.org

Contact: Brandie Sigler

3143 Logan Valley Road, Traverse City, MI 49684

Phone (231) 941-5835 • Fax (231) 941-4530

email: execdir@crsmediationtc.org

Counties: Ingham, Clinton, Eaton, Gratiot, Isabella, and Shiawassee

Resolution Services Center of Central Michigan | www.rscgm.org

Contact: Lisa Bonney

516 S. Creyts Road, Suite A, Lansing, MI 48917

Phone (517) 485-2274

email: lbbonney@rscgm.org

Counties: Jackson, Calhoun, Hillsdale, Lenawee, and Monroe

Southeastern Dispute Resolution Services | www.sedrs.org

Contact: Marc Stanley

P.O. Box 1345, 536 N. Jackson Street, Jackson, MI 49204

Phone (517) 990-0279 • Fax (517) 539-8003

email: mstanley@sedrs.org

Counties: Kent, Ionia, Lake, Mecosta, Montcalm, Newaygo, and Osceola

Dispute Resolution Center of West Michigan | www.drcwm.org

Contact: Christine Gilman

Community Reconciliation Center

678 Front Avenue, NW Suite 250, Grand Rapids, MI 49504

Phone (616) 774-0121 • Fax (616) 774-0323

email: cgilman@drcwm.org

Counties: Macomb, Huron, Lapeer, Sanilac, St. Clair, and Tuscola

The Resolution Center | www.theresolutioncenter.com

Contact: Craig R. Pappas

176 South Main Street, Suite 2, Mt. Clemens, MI 48043

Phone (586) 469-4714 • Fax (586) 469-0078

email: cpappas@theresolutioncenter.com

Counties: Marquette and Alger

Mars-Mediation | www.marsmediation.org

Contact: Jennine Frazier

715 W. Washington Street, Suite A, Marquette, MI 49855

Phone (906) 226-8600 • Fax (906) 226-5399

email: director@marsmediation.org

Counties: Muskegon, Manistee, Mason, and Oceana

Mediation & Restorative Services | www.mediatewestmichigan.com

Contact: Jackie Hallberg

27 East Clay Avenue, Muskegon, MI 49442

Phone (231) 727-6001 • Fax (231) 727-6011

email: jhallberg@mediatewestmichigan.com

County: Oakland

Oakland Mediation Center, Inc. | www.mediation-omc.org

Contact: Charity Burke

550 Hulet Drive, Suite 102, Bloomfield Hills, MI 48302

Phone (248) 338-4280 • Fax (248) 338-0480

email: cburke@medation-omc.org

Counties: Otsego, Alcona, Alpena, Cheboygan, Chippewa, Crawford, Losco, Luce, Kalkaska, Mackinac, Montmorency, Oscoda, and Presque Isle

Community Mediation Services | www.mimmediation.com

Contact: Annette Wells

114 East Main Street, Suite #1, Gaylord, MI 49735

Phone (989) 732-1576 • Fax (989) 705-1337

email: annette@mimmediation.com

Counties: Ottawa, Allegan, and Barry

Mediation Services | www.mediationservices.works

Contact: Wilma Hart

291 West Lakewood Blvd, Suite 9, Holland, MI 49424

Phone (616) 399-1600 • Fax (616) 399-1090

email: admin@mediationservices.works

Counties: Washtenaw and Livingston

Dispute Resolution Centers of Michigan, Inc. | www.thedisputeresolutioncenter.org

Contact: Belinda Dulin

The Dispute Resolution Center

4133 Washtenaw Avenue, Suite B125, Ann Arbor, MI 48107

Phone (734) 794-2125 • Fax (734) 794-2126

email: dulinb@thedrcmi.org

County: Wayne

Wayne County Dispute Resolution Center | www.wcdrc.org

Contact: Sue Wilson

The Dearborn Atrium

835 Mason, Suite C-300 Dearborn, MI 48124

Phone (313) 561-3500, ext. 315 • Fax (313) 561-3600

email: swilson@wcdrc.org

11. Resources by County

Please note: HJC seeks to help as many people as possible who are facing eviction, discrimination under the Fair Housing Act and other antidiscrimination laws, and difficulties with housing after incarceration. However, as a small, student-run legal clinic, and because of the large volume of calls that we receive, HJC is unable to assist everyone. This list of resources is available for additional support. If you need legal assistance, visit Michigan Legal Help's website at www.michiganlegalhelp.org for self-help information or consult the State Bar of Michigan Lawyer Referral Service for a \$25 consultation with an attorney at <https://lrs.michbar.org/LRS-Info/Lawyer-Referral-Service> or (800) 968-0738.

Alcona

- Legal Services of Northern Michigan: (989) 356-9081 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Alger

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 228-5620 (landlord-tenant)

Allegan

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (616) 394-1380 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Alpena

- Legal Services of Northern Michigan: (989) 356-9081 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Antrim

- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Arenac

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Baraga

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 482-3908 (landlord-tenant)

Barry

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Legal Services of South Central Michigan: (269) 965-3951 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Bay

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Benzie

- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Berrien

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Kinexus: (269) 743-3243 (reentry)
- Legal Aid of Western Michigan: (269) 983-6363 (landlord-tenant)

Branch

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Kinexus: (269) 743-3243 (reentry)
- Legal Services of South Central Michigan: (269) 965-3951 (landlord-tenant)

Calhoun

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Kinexus: (269) 743-3243 (reentry)
- Legal Services of South Central Michigan: (269) 965-3951 (landlord-tenant)

Cass

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (landlord-tenant)
- Kinexus: (269) 743-3243 (reentry)
- Legal Aid of Western Michigan: (269) 344-8113 (landlord-tenant)

Charlevoix

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Cheboygan

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Chippewa

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 632-3361 (landlord-tenant)

Clare

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Clinton

- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Financial Empowerment Center: (517) 483-4550 (reentry)
- Legal Services of South Central Michigan: (888) 783-8190 (landlord-tenant)

Crawford

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Delta

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 786-2303 (landlord-tenant)

Dickinson

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 228-5620 (landlord-tenant)

Eaton

- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Financial Empowerment Center: (517) 483-4550 (reentry)
- Legal Services of South Central Michigan: (888) 783-8190 (landlord-tenant)

Emmet

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Genesee

- Catholic Charities of Shiawassee & Genesee Counties: (810) 232-9950 ext. 704 (reentry)
- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)

Gladwin

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Gogebic

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan (Out-County Assistance): (800) 872-8432 (landlord-tenant)

Grand Traverse

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Gratiot

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Hillsdale

- Catholic Social Services of Washtenaw County: (734) 971-9781 ext.536 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (517) 787-6111 (landlord-tenant)

Houghton

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 482-3908 (landlord-tenant)

Huron

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)

Ingham

- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Financial Empowerment Center: (517) 483-4550 (reentry)
- Legal Services of South Central Michigan: (888) 783-8190 (landlord-tenant)
- Kendall Perry, Esq.: (517)928-1067 (landlord-tenant)

Ionia

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (616) 774-0672 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Iosco

- Legal Services of Northern Michigan (Out-County Assistance): (800) 872-8432 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Iron

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 228-5620 (landlord-tenant)

Isabella

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Jackson

- Catholic Social Services of Washtenaw County: (734) 971-9781 ext.536 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (517) 787-6111 (landlord-tenant)

Kalamazoo

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Kinexus: (269) 743-3243 (reentry)
- Legal Aid of Western Michigan: (269) 344-8113 (landlord-tenant)

Kalkaska

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Kent

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (616) 774-0672 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Keweenaw

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 482-3908 (landlord-tenant)

Lake

- Legal Aid of Western Michigan: (231) 726-4887 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Lapeer

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)

Leelanau

- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Lenawee

- Catholic Social Services of Washtenaw County: (734) 971-9781 ext.536 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (734) 241-8310 (landlord-tenant)

Livingston

- Catholic Social Services of Washtenaw County: (734) 971-9781 ext.536 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (888) 783-8190 (landlord-tenant)

Luce

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 632-3361 (landlord-tenant)

Mackinac

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 632-3361 (landlord-tenant)

Macomb

- Fair Housing Center of Metro Detroit: (313) 579-3247 (discrimination)
- Health Management Systems of America: (313) 964-3100 ext. 8739 (reentry)
- Lakeshore Legal Aid: (586) 469-5185 (landlord-tenant)

Manistee

- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Marquette

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 228-5620 (landlord-tenant)

Mason

- Legal Aid of Western Michigan: (231) 726-4887 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Mecosta

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (616) 774-0672 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Menominee

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 786-2303 (landlord-tenant)

Midland

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Missaukee

- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)

Monroe

- Catholic Social Services of Washtenaw County: (734) 971-9781 ext.536 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (734) 241-8310 (landlord-tenant)

Montcalm

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (616) 774-0672 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Montmorency

- Legal Services of Northern Michigan: (989) 356-9081 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Muskegon

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (231) 726-4887 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Newaygo

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (231) 726-4887 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Oakland

- Fair Housing Center of Metro Detroit: (313) 579-3247 (discrimination)
- Health Management Systems of America: (313) 964-3100 ext. 8739 (reentry)
- Lakeshore Legal Aid: (888) 783-8190 (landlord-tenant)

Oceana

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (231) 726-4887 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Ogemaw

- Legal Services of Northern Michigan (Out-County Assistance): (800) 872-8432 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Ontonagon

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan (Out-County Assistance): (800) 872-8432 (landlord-tenant)

Osceola

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (231) 726-4887 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Oscoda

- Legal Services of Northern Michigan (Out-County Assistance): (800) 872-8432 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Otsego

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Ottawa

- Fair Housing Center of West Michigan: (616) 451-2980 (discrimination)
- Legal Aid of Western Michigan: (616) 394-1380 (landlord-tenant)
- West Central Michigan Works: (616) 902-5994 (reentry)

Presque Isle

- Legal Services of Northern Michigan: (989) 356-9081 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Roscommon

- Legal Services of Northern Michigan: (989) 705-1067 (landlord-tenant)
- Region 7B Consortium: (989) 423-0518 (reentry)

Saginaw

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)
- Region 7B Consortium: (989) 312-5151 (reentry)

Sanilac

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)

Schoolcraft

- Great Lakes Recovery Services: (906) 458-0616 (reentry)
- Legal Services of Northern Michigan: (906) 786-2303 (landlord-tenant)

Shiawassee

- Catholic Charities of Shiawassee & Genesee Counties: (810) 232-9950 ext. 704 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (888) 783-8190 (landlord-tenant)

St. Clair

- Lakeshore Legal Aid: (810) 985-5107 (landlord-tenant)
- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)

St. Joseph

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Kinexus: (269) 743-3243 (reentry)
- Legal Aid of Western Michigan: (269) 344-8113 (landlord-tenant)

Tuscola

- Legal Services of Eastern Michigan: (888) 783-8190 (landlord-tenant)
- Legal Services of Eastern Michigan Fair Housing Center: (800) 322-4512 (discrimination)

Van Buren

- Fair Housing Center of Southwest Michigan: (866) 637-0733 (discrimination)
- Kinexus: (269) 743-3243 (reentry)
- Legal Aid of Western Michigan: (269) 344-8113 (landlord-tenant)

Washtenaw

- Catholic Social Services of Washtenaw County: (734) 971-9781 ext.536 (reentry)
- Fair Housing Center of Southeast & Mid-Michigan: (877) 979-3247 (discrimination)
- Legal Services of South Central Michigan: (734) 665-6181 (landlord-tenant)

Wayne

- Fair Housing Center of Metro Detroit: (313) 579-3247 (discrimination)
- Health Management Systems of America: (313) 964-3100 ext. 8739 (reentry)
- Lakeshore Legal Aid: (888) 783-8190 (landlord-tenant)
- Legal Aid and Defender Association: (313) 967-5800 (landlord-tenant)
- Neighborhood Legal Services Michigan: (313) 964-1975 (landlord-tenant)

Wexford

- Legal Services of Northern Michigan: (231) 941-0771 (landlord-tenant)
- Networks Northwest: (231) 922-3731 (reentry)