

Michigan Tenants:

Know Your Rights



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We the People Michigan is an organization that brings together a diverse set of communities from across Michigan to build a proactive vision of what we want our state to look like for our families and neighbors.

We work to build multi-racial, working-class alliances statewide to advance a state that is safe and sustainable, where all people have dignity, our democracy is protected, and we acknowledge our history and work to heal past harms. We are committed to deepening a political analysis that explicitly links economic and racial justice, building organizing capacity in communities across the state, and developing a proactive narrative that is rooted in communities.

This report includes Michigan laws and policies up to date as of June 2021.

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Section 1 : Introduction

This report serves as a guide for renters and tenants in navigating their rights when renting a home or unit. It includes information about rental leases and policies, eviction rules and complaints, landlord responsibilities and expectations, tenant responsibilities, and financial and legal assistance in Michigan.

Tenants are living in these homes and buildings; therefore, if they are aware of their rights, they can help hold landlords accountable and keep neighborhoods and communities safe. Keeping tenants informed is essential to prepare them against evictions, falling into debt, dealing with bad landlords, and helping them advocate for themselves and their communities.

With a rise in evictions in Southeast Michigan and other urban communities, it is necessary that tenants are well-equipped and informed about their rights and that they understand how to exercise the rights granted to them in Michigan. Due to the COVID-19 pandemic, families and individuals have faced even more challenges with affording and paying rent. Although some policies, such as the eviction moratorium, have provided eviction protections and extended financial relief - **it is only temporary.**

As affordable rental homes diminish, the cost of housing increases rapidly, poverty continues to strike communities, and disparities and discrimination in housing availability are common, the state of Michigan faces a housing crisis with tenants at the center. Today, landlords have access to a lot of information and resources to sustain their rights and legal impositions. However, tenants, especially those who are low-income and marginalized, are often left underrepresented with a lack of awareness or information.

DID YOU KNOW?

Each year, Michigan landlords file approximately 200,000 eviction cases and **around 40,000 Michigan households lose their homes** as a result of court-ordered evictions.¹



According to U.S. Census data, nearly **43% of Michigan tenants cannot pay rent** and are at risk of eviction.³



In 2017, there were approximately 1,100,000 rental households in Michigan - that's 29% of all households. **In Detroit, renters are estimated to outnumber homeowners.**²



Section 2: Your Rights as a Tenant

- Are you a tenant?
- Do you have family or friends who are tenants?
- Continue reading to know your rights!

If you currently rent your home, then you are a tenant. You have the right to live in a habitable home and exercise the rights and protections that are granted to you. When you are in the process of searching for a home to rent, it is important that you are aware of any fees and costs, as well as knowing if it is affordable for you before signing a lease and making the decision to live there.⁴

Schedule an appointment to visit the home or property before you lease:

- Look into the indoor and outdoor conditions of the building or home.
- You have the right to contact the local building department to find out if the building or unit has been reported for violations.
- If you come across any problems with the property, make sure they are fixed or addressed before signing the lease. If that's not possible, be sure to ask the landlord to say in writing that the problems will be fixed before you move in.

Carefully read your lease before you sign:

- Read all and any rules and policies included in your lease.
- Your lease highlights what your landlord expects from you during your lease term. If there is something you do not understand in the lease, make sure to ask your landlord.
- In Michigan, there are certain clauses that are not allowed to be in leases. Individual cities and localities may also have specific clauses and requirements for landlords. You may be able to find these on city websites, or through a Google search, for example, "City of Detroit Renting Laws." If one of these clauses exists in your lease, by law, your landlord is not allowed to enforce it.

You have the right to ask questions!

Here are a few questions to consider about the costs of renting:

- What is the cost of rent?
- How is rent paid? Be sure to understand when late fees are imposed, and how much they are.
- How often (if ever) is rent increased? How much is it increased?
- How long is the lease? If it does not work for you, ask the landlord if it is negotiable.
- Is there an application fee? Is there a fee for the credit check that is necessary for the application?
- Is there a security deposit or deposit fee necessary before signing a lease or moving in?
- What are the conditions of the security deposit? What happens to it when you move in? How can you lose that deposit?
- What utilities are included in the rent? For utilities or services that aren't included, how are those costs calculated?
- Are there any additional fees required before moving in?

8 Lease Rules You Need to Know⁵

1 Landlords Are Required to Ensure That the Home Is Liveable

- The home must be kept in good condition, and the lease cannot undo the landlord's responsibility to ensure it is.

2 A Lease CANNOT Violate Lockout Laws

- Landlords are not granted the authority to force tenants out of a rented property or change the locks without their knowledge.
- Evictions require court notices! It is illegal for a landlord to evict you without going to court and providing an eviction order first.

3 A Lease Cannot Violate Security Deposit Rules⁷

- Tenants usually provide a security deposit when moving into a home, which must be returned at the end of the lease term, unless rent or utility payments are still owed or property has been damaged by the tenant. The lease must uphold these rules.
- In Michigan, landlords can only charge security deposits for one and one-half months' rent. Security deposits must be returned to renters **30 days after move out**.
- Landlords are required to provide advance notice before taking any deductions from the security deposit, such as an itemized list of damage repairs. **Michigan tenants can dispute deductions within 7 days of receiving the itemized list and amount of the deduction.**

4 A Lease Cannot Violate Civil Rights

- A lease cannot discriminate on the basis of religion, race, national origin, age, sex, disability, or family/marital status.
- A few examples of acts of discrimination:
 - Refusing rent
 - Refusing visitation or viewing of a property
 - Falsely claiming there are not available rentals
 - Asking for a different price for rent
 - Refusing to accommodate a disability
 - Eviction under irrational circumstances
 - Harassment, intimidation, and threatening an individual

Michigan Disclosure Requirements⁶

Michigan requires landlords to provide the following information to tenants:

- The lease agreement and move-in check-list
- Details about security deposits
- Tenants' right to be present at the move-out inspection
- Utility information
- Details on installation and maintenance of smoke and carbon monoxide alarms
- Location of former federal or state military ordinance
- Environmental and health hazards (lead, mold, bed bugs)
- Identity of the landlord and the person authorized to receive legal papers
- Recent flooding in the rental unit
- Smoking policy

5 Landlords CANNOT Force Tenants to Give Up Their Rights

- A lease cannot take away a tenant's right to a trial, or rights involving removing tenants from their home.

6 Landlords CANNOT Force Tenants to Pay Rent Ahead of Schedule

- Tenants cannot be required to make rental payments for the future.

7 Landlords CANNOT Retrieve Tenant's Personal Property for Security Interest Purposes

- A lease does not permit a landlord to take a tenant's personal property, such as a vehicle, as a security interest, due to late rent payments.

8 Changing a Lease

- To change the lease at any time, the landlord and tenant can come to an agreement, and the changes or updates should be in writing and signed by both parties.
- A landlord can only change a lease without the tenant's approval under specific circumstances:
 - The change is mandated by law.
 - The change is to maintain public health, safety, and the environment.
 - The change occurs as a result of alleviating higher costs for taxes, utilities, and/or insurance.
- A landlord is required to provide a written notice 30 days before changing the lease.

What to Do If Your Lease Breaks Any Rules

If a lease does not follow these rules, the landlord cannot enforce it. If a tenant believes that a lease violates any of these rules, they have the right to challenge it! Here's how:

- **The tenant must write a letter to the landlord, notifying them of the violation in the lease.** This letter should indicate the section of the lease that is illegal and why.
- **The landlord has 20 days to inform tenants that the section in the lease is invalid and must remove or change it.** The Consumer Protection Act grants protection to tenants from landlords who use dishonest and predatory practices. If a lease includes an unlawful section and the landlord does not make changes to it within 20 days of receiving the written notice of the violation, tenants can take action in the following ways:
 - Retract the lease/cancel the rental agreement.
 - Put pressure on the landlord to notify all tenants who have signed the lease about the violation.
 - File a case in court and sue the landlord for \$250 OR any specific costs from the lease violation.
 - If a required section of the lease is missing, a tenant can also sue the landlord for \$500 or more for nondisclosure.

Eviction Rules You Need to Know⁸

Reasons for Evictions

- Tenants have not paid rent.
- Tenants have not moved out when the lease ended.
- Tenants have violated leasing term.
- Tenants have caused extensive and continuous damage to the home.
- Tenants have created a serious health hazard.
- Tenants have been involved in illegal drug activities.



Eviction Timeline

If a lease is violated, landlords must give tenants **at least 30 days notice** to cure (fix the problem) or quit (vacate the property). If this is not addressed, then the landlord can file a **“Summons and Eviction Complaint.”**

In case of missed rental payments or lease violations, landlords may give a **7 day or 24-hour notice**.

Make sure you answer the eviction complaint appropriately, as described on the next page, or you can potentially face eviction without a trial!

What Happens if a Landlord Files an Eviction Complaint?⁹

1 You will get a summons.

Once the court receives the complaint it will issue you a summons, or a legal document, informing you that:

- Your landlord wants to evict you, wants money, or both.
- You will be required to appear in court on a specific date and time for a hearing OR you must file an answer within five days. Most courts will provide a hearing date, however, some do not. If a hearing date is not provided, you will have to file an answer with the court to receive the date.
- As a tenant, **you have the right to a lawyer**, and if you cannot afford one, you may be able to receive free legal aid.
- **You also have the right to a jury trial**, which you would have to request in your initial response. This will require you to pay a jury demand fee of \$50, however, you can ask the court to waive it by filling out a Fee Waiver Request.

2 You will need to file an answer.

Along with the complaint, you should receive an answer form. To file an answer for a complaint, you must respond to each complaint in several written paragraphs.

For each complaint, you will have to indicate:

- You agree with the complaint.
- You disagree with the complaint.
- You are unsure if the complaint is true.

If you believe there is good reason that you should not be evicted, then you have an **eviction defense**. You must state your defense within your answer.

If you also have a legal claim against your landlord concerning the eviction, then you have a **counterclaim**. You must also state the counterclaim in your answer.

- Here is a tool you can use to navigate defenses and counterclaims in your eviction response: michiganlegalhelp.org/self-help-tools/housing/do-it-yourself-answer-eviction-complaint.
- You can file the answer in person or mail the answer to the court.
- You should also include all copies of supporting documents, such as letters, e-mails, costs for repairs, and other proof that you may have. Be sure to make and keep copies of ALL documents!

Before You Move in¹⁰

If you are required to pay a security deposit, your landlord should provide you with a move-in checklist. If you are not paying a security deposit, you can either ask for a checklist or create your own. Below is an example of the checklist:

- | | |
|---|---|
| Kitchen | <input type="checkbox"/> Garbage disposal |
| | <input type="checkbox"/> Dishwasher |
| | <input type="checkbox"/> Fridge |
| | <input type="checkbox"/> Pantry |
| | <input type="checkbox"/> Hood vent |
| | <input type="checkbox"/> Countertops |
| | <input type="checkbox"/> Light fixtures |
| Bedrooms | <input type="checkbox"/> Floor |
| | <input type="checkbox"/> Walls |
| | <input type="checkbox"/> Ceilings |
| | <input type="checkbox"/> Closet |
| | <input type="checkbox"/> Window and sills |
| | <input type="checkbox"/> Blinds |
| Bathrooms | <input type="checkbox"/> Floor |
| | <input type="checkbox"/> Walls |
| | <input type="checkbox"/> Paint |
| | <input type="checkbox"/> Ceilings |
| | <input type="checkbox"/> Tub |
| | <input type="checkbox"/> Showerheads |
| | <input type="checkbox"/> Faucet |
| | <input type="checkbox"/> Drain |
| | <input type="checkbox"/> Countertops |
| | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Window and sills | |
| Living and Dining Area | <input type="checkbox"/> Floor |
| | <input type="checkbox"/> Ceilings |
| | <input type="checkbox"/> Carpeting |
| | <input type="checkbox"/> Windows |
| | <input type="checkbox"/> Electrical outlets |
| Other Areas | <input type="checkbox"/> Balcony/patio |
| | <input type="checkbox"/> Stairs/fences |
| | <input type="checkbox"/> Garage door |
| | <input type="checkbox"/> Check all locks |

There should be a section for every bedroom in the house!

Additional tips:

- Both the tenant and the landlord should sign and date the checklist.
- You have 3-7 days to complete this checklist.
- Be as detailed as possible in your explanations of the conditions of the property.
- Mention any smells you smell.
- Check if smoke detectors work.
- Take pictures of items.
- Check all heating and conditioning electronics.
- Look for signs of damage (like mold or cracks).

You Signed a Lease, Now What?

1 Now that you have a lease, your landlord must keep the home in liveable conditions, which includes the inside of your home, as well as common areas and outdoor premises.

- If you need repairs completed in your home, notify your landlord as soon as you are aware of them. Your landlord is required to act upon necessary repairs within a reasonable timeframe.
- When writing a letter to your landlord regarding repairs, request that they be completed within a certain amount of time.
- If your landlord is unresponsive to your repair requests, you can pay for the repairs and reduce that cost from your rent payment. Keep ALL receipts to show proof of repair costs! You can also put your rent in an escrow account. An escrow account can be used to place money in the protection of a neutral third party (such as a court administrator or court clerk) until specific conditions are met or addressed.
- If you decide to put your money in an escrow account, it should be in a separate bank account with only your rent money in it. Be sure to inform your landlord in writing that you are placing the rent funds in escrow.

2 You also have the right to enjoy your home! Your landlord cannot:

- Restrict you from accessing your home.
- Enter your home without your consent, except for in an emergency situation (such as hazardous conditions).
- Remove or damage your property.
- Alter or add locks and/or security devices without your permission.
- Cause disturbances or shutoff crucial services such as electricity, water, gas, etc.
- Cause nuisances such as loud noise and odors.

Section 3: Your Responsibilities as a Tenant

Keep your home in good condition, and try not to damage your home. If any damages occur, you will be responsible for the costs of damage repairs that you have caused.

Maintain your home to the best of your ability, and keep track of your receipts for all rent and bills that you pay. Before making changes to your home (such as updating the paint color), check your lease in case you need permission from your landlord.

Sharing Your Lease / Living with Roommates

- When sharing your lease with other people, keep in mind that every person is responsible for the conditions of the lease. For example, if a roommate does not pay their portion of the rent, everyone will be evicted. If any damages occur to the home, everyone will also be liable.

Extending Your Lease

- At the end of your lease term, you can continue to live in the home upon coming to an agreement with your landlord. You have the right to negotiate a new lease or stay as a month-to-month tenant.
- Renewals can also be automatic. If you're planning to move at the end of your lease, be sure to inform your landlord in advance.

Options If You Need to Break Your Lease

- If you decide to move out before the end of your lease, you will most likely have to pay rent for the remainder of the term. In some situations, the landlord may not require you to continue paying rent, though this is not common.
- If your landlord does not allow you to leave the lease before the end of the term, you may be able to sublease your home (renting your home to another tenant), but first, check your lease to make sure subleasing is possible.

DID YOU KNOW?

If you break your lease due to domestic violence, sexual assault, harassment, stalking, or you become incapable during the lease to live independently, or become eligible for a senior citizen housing program there is a possibility that you may be able to break your lease without being required to pay the remainder of the rent!

This usually applies to tenants who have occupied a unit for more than 13 months, however, there may be exceptions. Here's what you need to do:

- ❑ Send your landlord a written notice.
- ❑ Send documentation showing that you or your family are at risk by continuing to stay in your home or are incapable of living independently (make a copy of all documents!).
 - Documentation may include: a personal protection order; probation orders; conditional release orders; parole orders; police reports.
 - You can also retrieve documentation through third parties, such as domestic violence counselors and health professionals.
 - Other documentation, such as doctors orders, can be used to prove incapacities of living alone.

Section 4: Financial & Legal Resources for Tenants

Are you a tenant who is currently in need of financial or legal assistance to pay rent during COVID-19? There are some resources that can help you on the following pages.

COVID Emergency Rental Assistance (CERA)¹¹

CERA provides support to renters who have incomes less than 80% of the Area Median Income

- This program can help you pay back rent and utility payments.
- To see if you qualify for assistance and apply, go to this site: ceraapp.michigan.gov.

CDC Eviction Moratorium¹²

The CDC issued a temporary eviction moratorium that is currently effective through June 30, 2021. It protects renters from eviction and/or nonpayment of rent under certain circumstances:

- You received economic impact payment under CARES Act.
- You are not required to report any income in 2019 to IRS.
- You are expected to make \$99,000 or less in 2021 or \$198,000 or less if you file taxes jointly.

If you qualify, you must provide a signed declaration to your landlord before eviction begins:

- You can sign the declaration here: lawhelpinteractive.org/Interview/GenerateInterview/7653/engine.

If your landlord is still moving forward with an eviction, please seek legal aid.

- Here is a tool that can help you locate legal assistance across Michigan: michiganlegalhelp.org/guide-to-legal-help?icn=triage_onramp&ici=homepage_image.

Keep in mind that this moratorium does not forgive the rent owed!

- You must still pay as much as possible towards your rent .
- By June 30, 2021, you will have to pay any unpaid rent due at that time.
- Do not give your landlord the CDC Declaration without first applying to government agencies for help with rent.

State Emergency Relief (SER)

Consider applying for State Emergency Relief (SER) from MDHHS. This program supports people who need money for an emergency, such as preventing an eviction, stopping a shutoff, and other emergencies.

- You can apply on their website: mibridges.michigan.gov/access.
- OR visit your local MDHHS office!

A FEW MORE

Find rental assistance programs in Michigan based on your city. Go to rentassistance.us/st/michigan, click on the city that you live in, and look through the different organizations, departments, and programs available in your community.

The U.S. Department of Housing and Urban Development (HUD) provides rental assistance in Michigan including tools to locate subsidized apartments, public housing vouchers, resources for utility bills, and low-income housing tax credit units. Go to: hud.gov/states/michigan/renting.

Housing-related Organizations & Nonprofits

Your local and regional community organizations and nonprofits are here to help with your housing needs relating to rental assistance, legal aid, and other housing-related issues!

Washtenaw Housing Alliance (WHA)

A coalition of over 30 nonprofit and government entities committed to ending homelessness in the Washtenaw community.

- WHA works with landlords in the area to help get their units filled up
- The Landlord Guarantee Fund offers financial incentives and coverage for unit damages or vacancy and helps clients pay rent by offering resources.
- Learn more at: www.whalliance.org

Lansing Tenants Union

A group of tenants representing people throughout Lansing and East Lansing.

- Learn more at: www.lansingtenantsunion.org/what-is-ltu

Fair Housing Centers

The Fair Housing Centers across Michigan ensure that everyone has equal opportunity in housing by working to prevent housing discrimination and uphold housing rights for tenants in Michigan.

- Learn more at:
 - Fair Housing Center of Metropolitan Detroit: www.fairhousingdetroit.org
 - Fair Housing Center of Southeast and Mid Michigan: www.fhcmichigan.org
 - Fair Housing Center of Southwest Michigan: www.fhcswm.org
 - Fair Housing Center of West Michigan: www.fhcwm.org
 - Legal Services of Eastern Michigan Fair Housing Center: www.lsem-mi.org

Legal Services of South Central Michigan

Provides free legal advice and representation to low-income families and individuals in Barry, Branch, Calhoun, Clinton, Eaton, Hillsdale, Ingham, Jackson, Lenawee, Livingston, Monroe, Shiawassee, and Washtenaw Counties.

- Learn more at: www.lsscm.org
-

Housing North	Builds awareness about housing solutions and provides housing assistance resources in Northwest Michigan. – Learn more at: www.housingnorth.org
Michigan Legal Help Community Services Toolkit	Select the Michigan county that you live in, and you will have access to various housing community services and resources in your county. – Learn more at: www.michiganlegalhelp.org/organizations-courts/community-services
Detroit Action	Signup to join Detroit Action's membership and organize around affordable housing with them in the city of Detroit. – Learn more at: www.secure.everyaction.com/9ynSuLIQh02N7ROx2at4_A2
Detroit Eviction Defense	A coalition of homeowners, tenants, union members, advocates, and allied groups fighting against foreclosure and eviction. They provide alternative legal strategies and non-profit finance to support and protect families. – Learn more at: www.detroitevictiondefense.org
City of Detroit Eviction, Rent, and Utility Payment Help	This source provides a few options for tenants facing eviction or behind on rent. – Learn more at: www.detroitmi.gov/departments/housing-and-revitalization-department/eviction-rent-and-utility-payment-help-available
United Community Housing Coalition	This coalition provides services to help families with foreclosure prevention, eviction prevention, and tenant support. – Learn more at: www.uchcdetroit.org/contact
CSI Support and Development	Located in Warren, Michigan, the mission of CSI Support & Development is to provide affordable senior housing communities. – Learn more at: www.csi.coop/en

Section 5: Take Action

Interested in taking action? Email us to join our Housing Coalition! Our statewide housing coalition is a group of organizations, organizers, researchers, and activists across the state of Michigan working to accomplish local and statewide housing policies and solutions to address the existing housing crisis.

Do you have any questions, concerns, or need help addressing additional housing assistance needs? Please contact amina@wethepeoplemi.org.

We the People Michigan

wethepeoplemi.org

facebook.com/wtpmi

twitter.com/WeThePeople_MI

instagram.com/wethepeople_mi

Endnotes

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