

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.