

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

**Ian Greenlee, Stewart Beal, Karen
Maurer, C. Hedger Breed, and
Robert Barnes,**

Court File No. _____

Plaintiffs,

vs.

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF**

**The City of Ypsilanti, Michigan, a
Michigan municipality**

Defendant.

INTRODUCTION

Ypsilanti, Michigan, violates a landlord's right not to speak when the city, as a matter of policy and ideology, through a City Code provision, compels landlords to speak for the government by requiring them to inform and provide information to tenants regarding where to register to vote or to otherwise exercise that right. Here, landlords would choose to remain silent, but by its city code, Ypsilanti may impose civil penalties upon landlords if they do not convey the cities' ideological messages about registering to vote to tenants.

It is compelled speech to engage landlords to act as couriers of the municipality's ideological messages to prospective tenants. Registering to vote is irrelevant to a tenant's decision to enter into a lease agreement with a landlord.

The First Amendment protects an individual's right to refrain from speaking just as much as it protects the right to speak freely. Where Ypsilanti's interest is to disseminate an ideology or policy relating to voting, no matter how acceptable to some, those interests cannot outweigh the First Amendment right to avoid being the courier of the government's message. Therefore, the Ypsilanti City Code is unconstitutional and has violated the landlord's First Amendment right to free speech, which in turn violates 42 U.S.C. § 1983. Not only are the plaintiff landlords entitled to at least nominal damages, but also permanent injunctive relief enjoining the city from enforcing any provision of the city code at issue.

PARTIES

Plaintiff Landlords

1. Plaintiff Landlord Ian Greenlee is a realtor and residential rental property manager in Ypsilanti, Michigan.
2. Plaintiff Landlord Stewart Beal owns and manages residential rental properties in Ypsilanti, Michigan.
3. Plaintiff Karen Maurer owns and manages residential rental properties in Ypsilanti, Michigan.
4. Plaintiff C. Hedger Breed owns and manages residential rental properties in Ypsilanti, Michigan.
5. Plaintiff Landlord Robert Barnes owns and manages residential rental property in Ypsilanti, Michigan.

Defendant City of Ypsilanti

6. The City of Ypsilanti is a Michigan municipality located in Washtenaw County, Michigan.

JURISDICTION

7. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1343 (1)-(4) and 42 U.S.C. §§ 1983, 1985(2), (3) and § 1988 (civil rights statutes) and the First Amendment of the United States Constitution.

8. This Court is authorized to grant declaratory and injunctive relief under 28 U.S.C. §§ 2201 and 2202, Federal Rules of Civil Procedure 57 and 65, and has general legal and equitable powers.

9. Venue is proper in this Court under 28 U.S.C. § 1391.

Constitutional and City Code Provisions at Issue

10. The First Amendment of the United States Constitution states that “Congress shall make no law...abridging the freedom of speech, or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”

11. City of Ypsilanti Code of Ordinances, Ch. 58, Art. IV Sec. 58-123 is accurately quoted in-part as follows:

Information to be provided at occupancy

□

At the time occupancy is given to a tenant of a residential premises, the landlord shall provide each tenant with **specific**

information regarding voting and elections, discrimination, and tenants' rights and responsibilities in the City of Ypsilanti. Such specific information shall be approved by resolution of city council. The city clerk shall make the information approved by city council available to local landlords and their agents to pick-up without charge for distribution by landlords to tenants.

(emphasis added). Exhibit 1 (Ordinance No. 132 to Amend Sec. 58-123).

12. A landlord's failure to comply with Sec. 58-123 does not invalidate a least between a landlord and tenant.

13. Violations of Sec. 58-123 "shall be deemed a municipal civil infraction, subject to payment of a civil fine as set forth in section 70-38" and "[r]epeat offenses under this article shall be subject to increased fines." *Id.*

14. City of Ypsilanti Code of Ordinances, Ch. 70, Art. II Sec. 70-38 is titled "General penalties and costs" and says that "All municipal civil infraction citations and violation notices under this Code are subject to enforcement by the procedures and penalties outlined in this chapter, section 1-15 of this Code, and the Ypsilanti City Code in general."

15. City of Ypsilanti Code of Ordinances, Ch. 1, Sec. 1-15 provides for "Penalties, sanctions, and remedies" and Sec 1-15(2)(a)(1) says that "the civil fine for a violation shall be not less than \$50.00, plus costs and other sanctions for each infraction." Sec 1-15(2)(a)(2) provides that a first repeat offense fine "shall be no less than \$150.00, plus costs" and a second or subsequent repeat offense fine "shall be no less than \$300.00, plus costs."

FACTS

Landlords as private persons, are not governmental couriers for ideological or policy messages.

A. Ypsilanti can impose municipal civil infraction penalties upon landlords for failing to provide tenants with voter registration forms or “how to” vote information.

16. Plaintiff landlords are each landlords and/or owners of an apartment buildings in the City of Ypsilanti, Michigan. Each owns buildings with residential units that are leased to tenants. From time to time, new tenants will rent an apartment from each plaintiff landlord to lease.

17. The City of Ypsilanti Code of Ordinances Ch. 58, Art. IV Sec. 58-136 defines “landlord” as follows: “the owner, lessor or sublessor of residential premises; or his agent, or any person authorized by him to manage the premises or to receive rent from a tenant under a rental agreement.” All persons or entities that fit this definition are referred to as “landlords” in this complaint, including Plaintiffs.

18. The City of Ypsilanti enacted Sec. 58-123 after the Ypsilanti City Council adopted Ordinance 1320 at a City Council meeting on September 11, 2018. Exhibit 2 (City of Ypsilanti, *Resolution No. 2019-184*, August 27, 2019); Exhibit 3 at 13 (City of Ypsilanti, City Council Meeting Minutes, September 11, 2018).

19. Minutes from the September 11, 2018 Ypsilanti City Council meeting show the policy and ideological reasons for the ordinance requirement that obligates landlords to provide new tenants with voter registration information. Exhibit 3 at 13.

The minutes reflect concerns by City Council members and Ypsilanti Mayor Edmonds that merely providing voter registration information electronically would mean voter registration material would be overlooked by new tenants. *Id.* City Council Member Bashert “replied her sole concern with this [information] being provided electronically [was] voter registration.” *Id.*

20. The minutes document that City Council Member Bashert further “responded Council should remove as many hurdles as possible between tenants and voting.” Exhibit 3 at 13.

21. All City Council members, Mayor Pro-Tem Brown, and Mayor Edmonds voted “yes” to pass the resolution to amend Ypsilanti City Code, Sec. 58-123 to include requirements for landlords to provide “The City of Ypsilanti Voting Information, and its attachments,” among other documents at the September 11, 2018 City Council meeting. Exhibit 3 at 13.

22. In the City of Ypsilanti City Code, Sec. 58-123 is entitled “*Information to be provided at occupancy.*”

23. Ypsilanti code provisions require landlords to provide certain information to potential tenants or tenants specifically related to the dwelling unit and building. For example, under Ypsilanti’s City Code, Sec. 58-123, landlords “shall provide each tenant with specific information regarding... tenants’ rights and responsibilities in the City of Ypsilanti.”

24. The information that Sec. 58-123 requires landlords to convey to each tenant at the time occupancy is given to a residential tenant includes a State of Michigan Voter Registration Application, specific information from the city, including an informational sheet and precinct map, and a booklet of information regarding tenants' rights and responsibilities. Exhibit 4, available at <https://cityofypsilanti.com/DocumentCenter/View/3837/Tenant-Information-Bookletpdf>.

25. Ypsilanti City Code Sec. 58-123 mandates plaintiff landlords, as landlords of residential rental properties in Ypsilanti, to “provide each tenant with specific information regarding voting and elections” at the time the tenant takes possession of the residence. That mandate from Sec. 58-123 is accurately quoted as follows:

At the time occupancy is given to a tenant of a residential premises, the landlord shall provide each tenant with specific information regarding voting and elections.

26. The City Council controls the content of the specific information regarding voting and elections which landlords must provide to tenants, as Sec. 58-123 states, which is accurately quoted in-part as follows:

The city clerk shall make the information approved by city council available to local landlords and their agents to pick-up without charge for distribution by landlords to tenants. The city shall make available to landlords sufficient copies of the information to permit landlords to comply with this section.

27. Sec 58-123 allows landlords to either mail a copy of the specific city-council-approved information to each tenant, or to give a copy of the specific city-council-approved information to each new tenant in-person.

28. On August 27, 2019, the Ypsilanti City Council passed a resolution regarding the format of information documents to be provided by landlords to new tenants at time of occupancy. Exhibit 2 (Ypsilanti City Council Resolution of Aug. 27, 2019).

29. Part of that August 27, 2019 resolution stated that: “BE IT FURTHER RESOLVED that this document [the Tenant Information packet] may be provided to tenants electronically except for documents specific to voting.” Exhibit 2.

30. The “information to be provided at occupancy” that Sec. 58-123 requires landlords to provide, may be provided to tenants in electronic form, except the information related to voter registration. Exhibit 2.

31. Paper copies of the City of Ypsilanti voter registration information and a voter registration application must be supplied by landlords to new tenants at the time of occupancy. Exhibit 2.

32. Failure of landlords to provide paper copies of voter registration information would subject landlords to a municipal civil infraction.

33. But-for fear of prosecution for a municipal civil infraction, Plaintiff landlords would remain silent about voter registration information.

COUNT

Violation of Civil Rights under 42 U.S.C. § 1983, declaratory, and permanent injunctive relief against the City of Ypsilanti

Ypsilanti's requiring landlords to provide information about voter registration and voter application forms new tenants is the moving force of the constitutional violation of Plaintiff landlords'[] protected First Amendment rights not to speak.

34. The Plaintiff landlords adopt and incorporate by reference all previous paragraphs as if fully restated in support of the further allegations asserted under Count I.

35. The First Amendment of the United States Constitution protects the right to free speech.

36. The First Amendment of the United States Constitution protects an individual's right to refrain from speaking.

37. Under 42 U.S.C. § 1983, the statute provisions provide persons a federal cause of action based on state violations of federal law:

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress....

38. The Court has statutory authority under 28 U.S.C. § 2201 to issue declaratory judgments.

39. Ypsilanti's city code requires landlords, "At the time occupancy is given to a tenant" to "provide each tenant with specific information regarding voting and elections," with "the City Clerk make[ing] available to landlords sufficient copies of the information to permit landlords to comply with this section" Ypsilanti, Mich., City Code Sec. 58-123.

40. Plaintiff landlords in Ypsilanti, by threat of civil infraction fines are required to carry Ypsilanti's policy and ideological message to prospective tenants.

41. Plaintiff landlords, fearful of civil prosecution, have complied with Ypsilanti City Code Sec. 58-123 and have provided tenants with documents regarding where and how to register to vote as required under the Code's provision.

42. Ypsilanti's underlying legislative policy for passing Sec. 58-123 requiring landlords to provide voter registration materials to tenants is an ideological belief of the government.

43. Plaintiff landlords believe the City's requirements and associated civil penalties compel them to do something they do not wish to do. Plaintiff landlords believe the City's requirements and associated civil penalties compel them to communicate to others they do not wish to communicate. Plaintiff landlords would rather remain silent.

44. Ypsilanti's policy and ideology—its charge and responsibility—in part, is to get more people registered to vote, assist with preregistration, and to encourage people to participate in government, through landlords. The City of Ypsilanti's policy

and ideology requiring Plaintiffs as landlords to provide specifically targeted documents, regarding where and how to register to vote to new tenants is compelled speech.

45. The City of Ypsilanti's Sec. 58-123 requiring Plaintiffs as landlords to provide documents regarding where and how to register to vote to new tenants is compelled speech.

46. Requiring Plaintiffs as landlords to provide documents regarding voter registration to and tenants is to make landlords couriers of governmental ideology as embodied within the policy underlying Sec. 58-123 of the City of Ypsilanti's City Code and is compelled speech.

47. The desired effect for the City of Ypsilanti to mandate landlords to provide voter registration information under Sec. 58-123 is to increase registered voters, and hence, an expressed policy and ideology.

48. Increasing registered voters, as the City of Ypsilanti has expressed, is not the charge or responsibility of Plaintiffs as landlords who rent residential dwelling units in Ypsilanti.

49. The City of Ypsilanti's expressed policy and ideology is to have Plaintiffs as landlords be the couriers of Ypsilanti's message through Sec. 58-123.

50. Part of the City of Ypsilanti's expressed policy and ideology is to have Plaintiffs, as landlord-tenant landlords be an agent for the City's vision under Sec. 58-123.

51. The City of Ypsilanti seeks to have Plaintiffs, as landlords convey a particular message to tenants as expressed under Sec. 58-123.

52. The City of Ypsilanti seeks to compel private persons, including Plaintiffs, as landlords, to convey government's speech under Sec. 58-123.

53. The landlord-tenant relationship is a business relationship that plaintiff landlords enter for business purposes.

54. Section Sec. 58-123 is not an ordinance provision reasonably related to the business purpose of a landlord.

55. Plaintiffs, as private persons and landlords, do not want to convey the government's speech as mandated under Sec. 58-123.

56. Plaintiffs, as private persons and landlords, have not expressed a desire to be or be a necessary part of Ypsilanti's vision to carry messages to tenants regarding where and how to register to vote as required under Ypsilanti's City Code Sec. 58-123.

57. Plaintiffs, as private persons who happen to be landlords, did not agree, implicitly or expressly, to be a governmental messenger for Ypsilanti's policy and ideology under Ypsilanti's City Code Sec. 58-123.

58. Whether a tenant chooses to explore registering to vote is an individual's decision unrelated to entering into a lease agreement.

59. Whether a landlord agrees to enter into a lease agreement with a tenant is unrelated to that person deciding to explore registering to vote.

60. Increasing citizen participation in elections through registering voters is unrelated to renting a residence to tenants.

61. Increasing citizen participation in elections through registering persons to vote is unrelated to renting a residence.

62. Providing information as required under Ypsilanti's City Code Sec. 58-123 about where and how to register to vote is not relevant to a tenant's decision to enter into a lease agreement for a residence with a landlord in Ypsilanti.

63. Providing information as required under Ypsilanti's City Code Sec. 58-123 about where and how to register to vote is not relevant to a tenant being fully informed to make a decision whether to rent a residence with a landlord in Ypsilanti.

64. Providing information as required under Ypsilanti's City Code Sec. 58-123 about where and how to register to vote is not relevant to any resulting consequences of a tenant's decision whether to enter into a lease agreement with a landlord in Ypsilanti for a residence.

65. Providing information as required under Ypsilanti's City Code Sec. 58-123 about where and how to register to vote is not relevant in the context of procedures involving a tenant's decision whether to rent with a particular landlord in Ypsilanti for a residence.

66. Determining whether to rent a residence to a prospective tenant is also at the discretion of the landlord based upon disclosed criteria upon which the individual might be judged generally, before accepting a rental application or application fee.

67. Whether a prospective tenant is a registered voter or is eligible to register to vote is not a prerequisite to entering into a lease agreement.

68. Whether a prospective person is a registered voter or is eligible to register is not a determinative factor and has no consequence for either the prospective tenant or landlord to entering into the lease agreement.

69. Providing a new tenant with information as required under Ypsilanti's City Code Sec. 58-123 regarding where or how to register to vote is not a health issue as it relates to the tenant-landlord relationship concerning the rental of a residence.

70. Providing a new tenant with information as required under Ypsilanti's City Code Sec. 58-123 regarding where or how to register to vote is not related to morals—societal or otherwise—in a prospective tenant's decision whether to enter into a lease agreement with an landlord.

71. Providing a new tenant with information as required under Ypsilanti's City Code Sec. 58-123 regarding where or how to register to vote is not a welfare issue as it relates to the tenant-landlord relationship concerning the rental of a residence.

72. Providing a new tenant with information regarding where or how to register to vote is not a safety issue as it relates to the tenant-landlord relationship concerning the rental of a residence.

73. The City of Ypsilanti itself has less restrictive or less burdensome means to achieve its policy and goal to increase citizen participation in elections without

mandating landlords to provide a voter application form or “how to” register information.

74. Moreover, Plaintiffs have no evidence from the City to show that the City’s mandates placed upon landlords under Sec. 58-123 has or will increase citizen participation in elections.

75. In Plaintiffs’ views, the City of Ypsilanti cannot show the mandates placed upon landlords under Sec. 58-123 will increase citizen participation in elections, it cannot show that the provision is actually necessary to solve “problems” it has identified, if any.

76. Instead, the City of Ypsilanti is putting its particular message in the mouths of unwilling speakers, here, Plaintiff landlords, through mandated requirements to provide to a voter application form and “how to” register information to tenants to increase citizen participation in elections.

77. The City of Ypsilanti seeks to have landlords convey a particular message to tenants to increase citizen participation in elections through mandated requirements to provide to a voter registration form and “how to” register information.

78. Plaintiff landlords do not want to act as a courier of the government’s message, here, the City of Ypsilanti.

79. Ypsilanti’s City Code Sec. 58-123, is unconstitutional because it is compelled speech.

80. Ypsilanti's City Code Sec. 58-123, is facially unconstitutional because it is compelled speech.

81. Ypsilanti's City Code Sec. 58-123, as applied to Ypsilanti landlords is unconstitutional because it is compelled speech.

82. Plaintiff landlords, as private persons have a First Amendment right to refrain from speaking.

83. Plaintiff landlords, as private persons have a First Amendment right to avoid becoming the courier of Ypsilanti's policy and ideology message.

84. Ypsilanti's policy and ideology embodied within Ypsilanti's City Code Sec. 58-123 violates the First Amendment rights of Plaintiff landlords, as landlord in Ypsilanti.

85. Ypsilanti's policy and ideology as expressed through Ypsilanti's City Code Sec. 58-123, is defective and is the moving force behind the violations of Plaintiff landlords', protected First Amendment rights as landlords.

86. Ypsilanti has acted either intentionally, recklessly, or with callous indifference to the constitutionally protected First Amendment rights not to speak, have threatened Plaintiff landlords, as landlords with penalties and criminal prosecution if they fail to be couriers of the City's policy or ideological message under Ypsilanti's City Code Sec. 58-123 to prospective tenants or tenants.

87. An actual controversy exists between the Plaintiffs as landlords and the City of Ypsilanti in which Plaintiff landlords have genuine and opposing interests that

are direct and substantial which requires a judicial determination to be final and conclusive regarding the rights asserted by the Plaintiffs, as landlords and the policy or ideology of the City.

88. Because Ypsilanti's policy and ideology is the moving force behind the violations of Plaintiffs', as landlords protected First Amendment rights to free speech, Ypsilanti has violated Plaintiffs' civil rights under 42 U.S.C. § 1983.

89. Plaintiffs request this Court to adjudicate that Ypsilanti's policy and ideology, as found under Ypsilanti's City Code Sec. 58-123, violates their protected First Amendment rights to free speech under 42 U.S.C. § 1983.

90. Ypsilanti's City Code Sec. 58-123 fails strict scrutiny because it is not narrowly tailored to meet a compelling state interest. Section 58-123 is fatally under-inclusive because it does not require everyone to provide voter registration information to everyone else.

91. Section 58-123 is fatally under-inclusive because it does not require all tenants to receive a voter registration form, thereby excluding pre-existing tenants.

92. Because Ypsilanti has violated the civil rights of Plaintiff landlords, they are entitled to nominal damages or other monetary damages to be determined at the time of trial.

93. Because Ypsilanti has violated the civil rights of Plaintiff landlords under 42 U.S.C. § 1983, they are entitled to attorney fees, costs, and disbursements.

94. This Court should declare Ypsilanti's City Code Sec. 58-123 unconstitutional.

95. This Court should declare Ypsilanti's City Code Sec. 58-123 facially unconstitutional or in the alternative declare Sec. 58-123 unconstitutional as applied.

96. Furthermore, Plaintiff landlords, request this Court to issue declaratory and permanent injunctive relief directing the City of Ypsilanti to cease and prevent any further City conduct under Chapter 58, Art. IV Section 58-123 of the City Code, and all other relief this Court may deem just under the circumstances.

JURY TRIAL DEMANDED

97. Plaintiffs demand a jury trial regarding the allegations asserted in the instant Complaint.

RELIEF REQUESTED

WHEREFORE, the Plaintiffs request that this Court:

98. Declare City of Ypsilanti Code of Ordinances, Ch. 58, Art. IV Sec. 58-123 facially unconstitutional or in the alternative unconstitutional as applied;

99. Declare that the City of Ypsilanti Code of Ordinances, Ch. 58, Art. IV Sec. 58-123, violated the Plaintiff landlords protected right of free speech under the First Amendment;

100. Declare that that the City of Ypsilanti, by City of Ypsilanti Code of Ordinances, Ch. 58, Art. IV Sec. 58-123, violated the Plaintiff's civil rights under 42 U.S.C. § 1983;

101. Grant permanent injunctive relief against the implementation or enforcement of City of Ypsilanti Code of Ordinances, Ch. 58, Art. IV Sec. 58-123;

102. Award nominal damages against the City of Ypsilanti, if necessary;

103. Award any compensatory damages or punitive damages against the City of Ypsilanti, if warranted;

104. Award Plaintiff his reasonable attorney fees, litigation expenses, and costs as allowed under 42 U.S.C. § 1988, and all other applicable laws, and grant such other relief as this Court deems just to the Plaintiff and his attorneys; and

105. Any and all other relief, monetary or otherwise, this Court deems just or reasonable under the circumstances alleged in this Complaint.

Dated: May 11, 2023

/s/ B. Tyler Brooks

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

**Ian Greenlee, Stewart Beal, Karen
Maurer, C. Hedger Breed, and
Robert Barnes,**

Plaintiffs,

vs.

**The City of Ypsilanti, Michigan, a
Michigan municipality**

Defendant.

INDEX OF EXHIBITS

Exhibit 1	Ordinance No. 132 to Amend Sec. 58-123
Exhibit 2	City of Ypsilanti, Resolution No. 2019-184, Aug. 27, 2019
Exhibit 3	City of Ypsilanti, Council Meeting Minutes, Sept. 11, 2018
Exhibit 4	City of Ypsilanti, Required Voting Information



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1320**

An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy

- 1. THE CITY OF YPSILANTI HEREBY ORDAINS** that Chapter 58, Article IV, Division 1 of its Code of Ordinances be amended to add a new Section 58-123, to read as follows:

Sec. 58-123. – Information to be provided at occupancy.

At the time occupancy is given to a tenant of a residential premises, the landlord shall provide each tenant with specific information regarding voting and elections, discrimination, and tenants' rights and responsibilities in the City of Ypsilanti. Such specific information shall be approved by resolution of City Council. The City Clerk shall make the information approved by City Council available to local landlords and their agents to pick-up without charge for distribution by landlords to tenants. The City shall make available to landlords sufficient copies of the information to permit landlords to comply with this section. A landlord shall be deemed to have furnished a tenant a copy of the information if the landlord mails it to the tenant or gives a copy of the information to the tenant in person. Tenants and prospective tenants may also pick up a copy of the information at the City Clerk's office without charge.

The failure of a landlord to comply with this section shall not be construed to affect the validity of the lease or the enforcement of any provisions of a lease. A violation of this section shall be deemed a a municipal civil infraction, subject to payment of a civil fine as set forth in section 70-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 70-38. The words, terms, and phrases used in this section shall have the meanings ascribed to them in Division 2, Section 58-136 of this Article, except where the context clearly indicates a different meaning.

Secs. 58-1243 – 58-135. – Reserved.

- 2. Severability.** If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons,

firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS 11th DAY OF September, 2018.

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1320 was published according to Section 11.13 of the City Charter on the 7th day of August, 2018.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the 11th day of September, 2018.

Frances McMullan, City Clerk

EXHIBIT 1

Notice Published: August 7, 2018

First Reading: August 14, 2018

Second Reading: September 11, 2018

Published: September 20, 2018

Effective Date: October 11, 2018

RESOLUTION NO. 18-_____

, 2018

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinances to require that landlords share certain information with their tenants upon occupancy" be approved on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

EXHIBIT 1



Resolution No. 2019-184
August 27, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ordinance 1320 was adopted by City Council on September 11, 2018; and

WHEREAS, this ordinance amends Chapter 58, Article IV, Division 1 of the Code of Ordinances for the City of Ypsilanti to add a new Section 58-123 that requires, in part, that landlords share certain information with their tenants upon occupancy; and

WHEREAS, City Council approved Resolution No. 2018-238 directing landlords to provide the below information to tenants:

- Michigan Legislature's Practical Guide for Tenants & Landlords
- The City of Ypsilanti Landlord and Tenant Relations, and its attachments
- The City of Ypsilanti Anti-Discrimination Summary
- The City of Ypsilanti Voting Information, and its attachments

WHEREAS, as a result of the passage of Proposal 18-3 during the November 2018 General Election information regarding voting has changed.

NOW, THEREFORE, BE IT RESOLVED THAT the Tenant Information packet be updated to reflect changes to voting information.

BE IT FURTHER RESOLVED that this document may be provided to tenants electronically except for documents specific to voting.

OFFERED BY: Council Member Brown

SUPPORTED BY: Council Member Somerville

YES: 7 NO: 0 ABSENT: 0 VOTE: CARRIED

I do hereby certify that the above resolution is a true and correct copy of Resolution 2019-184 as passed by the Ypsilanti City Council, at their meeting held on August 27, 2019.

Andrew Hellenga, City Clerk



**CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 11, 2018
7:00 p.m.**

I. CALL TO ORDER –

The meeting was called to order at 7:11 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present		

III. INVOCATION –

Mayor Edmonds asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

"I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all."

V. AGENDA APPROVAL –

Council Member Bashert, seconded by Council Member Vogt to approve the agenda.

Council Member Richardson recommended the Council not spend more than fifteen minutes on the discussion item #6 under Resolutions/Motions/Discussions.

Council Member moved to remove Resolution No. 2018-235, approving agreement with Orchard, Hiltz & McCliment, Inc. for design engineering services for W. Cross St. between Wallace St. and city limits, from Section XI, Consent Agenda, and place it as item #2 under Section X, Resolutions/Motions/Discussions.

On a voice vote, the motion carried, and the agenda was approved as amended.

VI. INTRODUCTIONS

Mayor Edmonds introduced the following individuals; City Manager Darwin McClary, City Clerk Frances McMullan, City Attorney John Barr, Assistant City Attorney Dan DuChene, Director of Economic Development Joe Meyers, DPS Director Stan Kirton, OHM Engineer Kent Early, YCUA Executive Director Jeff Castro, County Commissioner Ricky Jefferson, and many members of various boards and commissions.

Mayor Edmonds recognized the 17th Anniversary of the September 11th attack, and noted this country changed in many ways on that day. While that was a monumental change in this country, there are attacks on people throughout the world each day. She encouraged reflection and thought about how to bring about positive change in this community and abroad.

Mayor Edmonds stated she received a flu shot and encouraged the public to do the same.

VII. PRESENTATIONS –

1. Resolution No. 2018-228, dedicating Riverside Park Universal Play Structure to Liz Dahl MacGregor.

Council Member Bashert introduced Ken MacGregor, the husband of the late Liz Dahl MacGregor.

Whereas, Ypsilanti has stated values of Pride, Diversity and Heritage that are displayed proudly in our city symbol; and

Whereas, In support of our value of Diversity, the city is installing a Universal Play Structure in Riverside Park so that it is accessible to all youth including those experiencing disability; and Whereas, Liz Dahl MacGregor was among those who initiated the play structure installation and was heavily involved in its planning, and

Whereas, Liz Dahl-Macgregor was a highly-involved community builder who lived her values; and Whereas, An incomplete list of community efforts Liz Dahl MacGregor was involved in includes Play Riverside, Cooperative Orchard of Ypsilanti, Michigan Flower Growers Coop, Michigan Poverty Law Center, Ypsilanti Food Cooperative Board of Directors and president, Ypsilanti Bike Coop, and Hour Exchange Ypsi, as well as serving as a city Planning Commissioner and City Council candidate, to name just a few; and

Whereas, Liz Dahl MacGregor led by example, modeling active positive participation in all aspects of community; and

Whereas, Liz Dahl MacGregor passed away suddenly on June 9, 2018 and is sorely missed by her husband, children, friends, family, and the larger Ypsilanti community.

Therefore Be It Resolved, Consistent with our city value of Heritage that the Universal Play Structure will be named the Liz Dahl MacGregor Play Structure in honor of her contribution to our community; and

Be it Further Resolved that a plaque be placed at the play structure to celebrate her contribution and the naming of the structure in her honor and it shall state the following:

Liz Dahl MacGregor b. January 24, 1975; d. June 9, 2018.

She was a committed community activist, friend to many, and a loving mother and wife. In honor of her lifelong commitment to the city and our community at large, we dedicate this play structure to her memory. May she be an example to us all.

OFFERED BY: Council Member Bashert

SECONDED BY: Mayor Pro-Tem Brown

Ken MacGregor stated his wife was an amazing human being, and incredibly active in the community. More than that she was a person with an incredible sense of fun, ready to play, be silly, and do crazy stuff at a moment's notice. He said it is very fitting to name a playground for her, and thanked Council from the bottom of his heart.

Mayor Edmonds stated she had the privilege to speak about, and issue a proclamation regarding Ms. MacGregor at her memorial at the end of June. This dedication will be a way to remember Ms. MacGregor and all she had done for this city. She asked when the playground will be installed. Economic Development Director Joe Meyers responded by mid-October.

On a roll call, the vote to approve Resolution No. 2018-228 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

VIII. AUDIENCE PARTICIPATION –

1. Dave Heikkinen, 133 W. Michigan Ave., reflected on the just past resolution, and this city is the people. He commented on the poor work done on the South Huron parking lot. He understands the bid was to repair, reseal, and re-stripe the lot. The completed project resulted in a partial repair, no reseal, and re-stripe. He does not understand why the lot was not resealed, and the new parking spaces are in front of signs that state "No Parking at Any Time". The handicapped signage and directional arrows are also a disaster. The lot still has numerous potholes in some of the higher traffic areas. He does not understand how the city paid \$50,000 for the work that was completed.
2. Bob Krzewinski, 706 Dwight, commented the reconstruction of W. Cross will need to abide by the Complete Streets Ordinance. He believes the current plan is good but could go further, by adding traffic calming mechanisms at W. Cross and Mansfield. He would like to see the bike lanes extended to Mansfield, or as far west as possible. He is looking forward for this to go to the Planning Commission.
3. Alice Elliott, 505 Monroe, stated she is concerned the Community Benefits Ordinance (CBO). She said the community should have input regarding housing and the cost of that housing. She would like to see housing be affordable for this community, and the proposed rents for the 220 N Park development be decreased. She is against the Huron St. gas station sealing beer and wine, and the expansion of the medical marijuana facility on Huron.
4. Brett Zeuner, 318 Oak, supported the passage of the CBO and the progress that it has made on incorporating community feedback. He feels it would empower community members, strengthen inclusion, and use resources in the most sustainable manner. For those that feel a CBO would stifle development fail to realize the lack of community support is one of the four most barriers to sustainable development. He urged Council to approve the ordinance, and review to ensure the ordinance is being effective.
5. Desirae Simmons, 407 Charles, stated she is excited about the possible passage regarding the CBO, and the benefits it would bring. She is nervous of what could happen if the city continues to do nothing. She is also excited Council is going to discuss the Equity Ordinance recently approved by the county. She added there are still many unanswered questions regarding recycling.
6. Finn Bell, 1123 Pearl St., thanked Council and the Mayor for honoring Liz Dahl MacGregor, as she was an inspiration to many people. Thanked the community members and Council Members that championed the development of the Community Benefits Ordinance. She wants to be certain the ad hoc committee has enough time to go through the process with the developer and a community driven process for who is representing the community.
7. Amber Fellows, Ward 3, supported the passage of the community benefits ordinance. During the first reading of the CBO there was concern about not enough people attending the kick off meeting. There has been a consistence presence at the meetings to create the CBO. There is no question that a development that would trigger a CBA would create a great deal of interest. She feels those involved will try to engage as many people as possible.
8. Catherine MacCormack, Ypsilanti Township, expressed her support for the approval of the CBO.
9. Mike Auerbach, Ward 3, encourage Council to approve the CBO. It is impossible to know if the ordinance would be flawless, but overall it will create more dialog between the community and developers. The CBO will facilitate greater communication and transparency from government. It is important to include the

community recommended ad hoc members to make the process meaningful for residents. If three people are not recommended Council would simply make those appointments.

10. Bill Teeppen 718 Lowell St., stated his support for the CBO. He stated his landlord provides everything electronically and asked how the passage of Ordinance 1320 would effect that.
11. Anthony Morgan, 210 N. River, stated he is completing a survey, and the first question is what the best thing about Ypsilanti is. The majority of people replied diversity and the creativity in the community. The second question was what the number one issue is in Ypsilanti, and the response was crime and the second was gentrification. Housing was also a concern voiced through the survey as well as providing attractions in the city. The survey also produced information that Ypsilanti is known for its division, and how fast things can change.
12. Sue Melke, 330 Chidester #409, asked what other formats the tenant's information packet would be available.
13. Craig Krats, Ann Arbor, stated if the CBO is approved he believes Ypsilanti will be a leader in the region for meaningful inclusion and processes. He is hopeful Ann Arbor will learn from Ypsilanti.
14. Anne Brown, 2120 Collegewood, spoke in favor of the passage of the CBO. It is a new generation policy and will serve the community well, and there needs to be a demand that developments will provide jobs for citizens.
15. Ricky Jefferson, County Commissioner, stated his support of the CBO's passage. He hopes this process will create jobs and training for the citizens of this city. He was disappointed to find the medical marijuana facility on Huron is increasing in size.
16. Kyle Hunter, 430 Adams, supported the approval of the CBO.

IX. REMARKS BY THE MAYOR –

- Mayor Edmonds does not believe the expansion of the medical marijuana facility came before Council. Mr. Meyers responded adding medical marijuana facilities to the General Corridor was approved by Council. Ms. Edmonds replied it was a more broad approval. Mr. Meyers responded it was fairly specific in the Request for Legislation that two facilities would be allowed to expand, but the site plan for the expansion did not come to Council. Ms. Edmonds asked when that would have been before Council. Mr. Meyers believes it was in March.
- Mayor Edmonds asked DPS Director Stan Kirton to respond to the comments made regarding the South Huron Lot. DPS Director Stan Kirton responded he did not have much to do with that project. City Manager McClary stated the improvements made were not meant to be a comprehensive repair to the parking lot. The project was actually initiated through discussion with his office and Mr. Heikkinen regarding number of parking spots. The project was initiated to provide for the restriping to increase parking in that lot. The determination was made that prior to restriping the lot should be repaired to the extent the city could afford. Council Member Richardson stated she remembers more than striping being approved and asked for the resolution to verify what was approved. Mr. McClary replied he drafted the resolution and staff did try and include as much repair as possible within the budget amount. Ms. Richardson asked to see the approved resolution. Mayor Pro-Tem Brown stated the signage in the parking lot is something that can be easily fixed. Mr. McClary replied the signage needs to be reconfigured, and will be completed expeditiously.
- Mayor Edmonds asked when the liquor license for the gas station will be on an agenda. Mr. Meyers replied it will go before the Planning Commission on September 19th. Staff is still working on the review and will be able to provide to Council once completed. The special use permit will not go before Council but the liquor license will.
- Mayor Edmonds thanked all that spoke during Audience Participation.

X. PUBLIC HEARING –

XI. CONSENT AGENDA –

Resolution No. 2018-229

1. Resolution No. 2018-230, approving appointments to boards and commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Jesse Miller (replacing Gillian Ream Gainsley) 93 Oakwood Ypsilanti, MI 48197	AAATA	May 1, 2023
Cherisa Allen 450 Burton Court Ypsilanti, MI 48197	Ethics	February 2023

2. Resolution No. 2018-230a, approving non-resident appointment to boards and commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individual (non-resident) be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Katherine Greenwald (EMU Seat – Non-Resident) 1150 W Clark Rd Ypsilanti, MI 48198	Sustainability	May 1, 2022

3. Resolution No. 2018-231, approving Ordinance No. 1320 to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinance to require that landlords share certain information with their tenants upon occupancy. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That Ordinance No. 1320 to amend Chapter 58, Article IV, Division 1 of the Ypsilanti City Code of Ordinance to require that landlords share certain information with their tenants upon occupancy be approved on Second and Final Reading.

4. Resolution No. 2018-232, approving Ordinance No. 1322, an ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances, City of Ypsilanti to adjust water service rates. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance No. 1322, an ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances, City of Ypsilanti to adjust water service rates be approved on Second and Final Reading.

5. Resolution No. 2018-233, approving Ordinance No. 1323, an ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance No. 1323, an ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates be approved on Second and Final Reading.

6. Resolution No. 2018-234, approving Ordinance No. 1324, an ordinance to repeal Chapter 106, Article V, Section 106-499 of the City of Ypsilanti Code of Ordinances which provides for a restricted debt retirement and capital improvement fund surcharge on water service and sewage disposal bills, because said surcharge is now a part of and fully included in the readiness-to-serve and commodity rates established by the sewer rate ordinance at Chapter 106, Article V, Section 106-454(a) and established by the water rate ordinance at Chapter 106, Article V, Section 106-454(b), each rate ordinance being effective October 11, 2018. ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance No. 1324, an ordinance to repeal Chapter 106, Article V, Section 106-499 of the City of Ypsilanti Code of Ordinances which provides for a restricted debt retirement and capital improvement fund surcharge on water service and sewage disposal bills, because said surcharge is now a part of and fully included in the readiness-to-serve and commodity rates established by the sewer rate ordinance at Chapter 106, Article V, Section 106-454(a) and established by the water rate ordinance at Chapter 106, Article V, Section 106-454(b), each rate ordinance being effective October 11, 2018 be approved on Second and Final Reading.

- ~~7. Resolution No. 2018-235, approving agreement with Orchard, Hiltz & McClimment, Inc. for design engineering services for W. Cross St. between Wallace St. to city limits.~~
7. Resolution No. 2018-229A, appointing Anthony Bostic from the Department of Public Services as employee delegate, and Scott Cooper as alternate to the MERS Annual Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members, and

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting October 4-5, 2018 in Grand Rapids, MI and

WHEREAS, the Municipal Employees' Retirement System allows an employee delegate be elected by secret ballot to attend the conference, and

WHEREAS, the employees have elected Anthony Bostic from Public Services as delegate and Scott Cooper as alternate,

THEREFORE, BE IT RERESOLVED, that Anthony Bostic be appointed as employee delegate and Scott Copper be appointed as alternate.

8. Resolution No. 2018-229B, approving the quote submitted by Al's Asphalt Co., Inc. for Improvements to Prospect and Maus Intersection.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, during the FY 2018-19 budget preparation process, the Ypsilanti City Council appropriated \$25,000 for youth mental health services; and

WHEREAS, the city has received sufficient applications for funding to provide youth mental health services for the community from the following organizations:

- Educate Youth, Ypsilanti, MI, in the requested amount of \$5,000
- Mentor2Yout, Ypsilanti, MI, in the requested amount of \$5,000
- The Corner Health Center, Ypsilanti, MI, in the requested amount of \$5,000; and

WHEREAS, the city council finds that the services being proposed by each of these organizations in their funding applications address pressing youth mental health services of our community; and

WHEREAS, the city council desires to award funding to these organizations to provide the youth mental health services outlined in their funding applications;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby award \$5,000 to Educate Youth of Ypsilanti, Michigan, for its Academic Program providing, among other activities, programs to mitigate violence and drama affecting the mental health of young people in accordance with its funding application dated August 1, 2018, attached hereto; and

BE IT FURTHER RESOLVED that the city council does hereby award \$5,000 to Mentor2Youth of Ypsilanti, Michigan, for its Emotional Empowerment Program to increase and build youth self-esteem, self-worth and self-worth and to provide a pathway to forging identity in accordance with its funding application dated August 7, 2018, attached hereto; and

BE IT FURTHER RESOLVED that the city council does hereby award \$5,000 to The Corner Health Center of Ypsilanti, Michigan, for its youth training to develop theatre skills, increase health knowledge around many topics (including adolescent depression), strengthen peer education skills, and create and rehearse short plays in accordance with its funding application dated August 20, 2018, attached hereto.

OFFERED BY: Mayor Pro-Tem Brown
SECONDED BY: Council Member Vogt

Council Member Murdock asked if the memo Council received from the Attorney's Office regarding appointing people to the Ethics Board that work at Parkridge. He asked if it was referencing anyone specific. Mayor Edmonds responded no. Mr. Murdock stated he believes one of the appointments is a relative of Council Member Bashert's and it would be better if she abstained. Council Member Bashert stated one of the nominations is her son-in-law, not a family members. The appointment is to the AAATA, which is a different entity than the city. The City Attorney informed her it is not a conflict of interest.

On a roll call, the vote to approve Resolution No. 2018-229 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 6 NO: 1 (Robb) ABSENT: 0 VOTE: Carried

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

- Resolution No. 2018-236, approving Ordinance 1325 to amend Chapter 30 "Community Development" of the Ypsilanti City Code to add a new Article VII, entitled, "Community Benefits". ***(Second Reading)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapter 30 'Community Development' of the Ypsilanti City Code to add a new Article VII, entitled 'Community Benefits.'" be approved on Second and Final Reading.

OFFERED BY: Council Member Richardson
SECONDED BY: Mayor Pro-Tem Brown

Economic Development Director Joe Meyers provided an overview of a memo sent to Council regarding the capacity of staff to implement the CBO. He requested a part time member of his staff be brought up to fulltime in order to effectively implement this ordinance. This employee would provide noticing and maintain the city's social media account.

Council Member Richardson stated this is a budget item and should not have been tied into the Community Benefits Ordinance. She explained the city does not have developers knocking down the door, and does not see how this would create much more work. She supports and commends the staff for the work they do, but this memorandum is out of place.

Council Member Bashert stated if there is Council support she would like to add it to a future agenda. This is a separate item then the CBO, although related, it should be discussed separate from the ordinance.

Council Member Murdock agreed with Council Member Richardson. He said Council is scheduled to the City Manager's recommendations for restructuring of two City Departments, and that is the time this should be discussed. Mayor Edmonds agreed, and stated it needs to be examined what the city needs to do in order to effectively implement the ordinance.

City Manager Darwin McClary stated Section 30-516 of the proposed ordinance referencing minority owned businesses does not address businesses owned by the LGBTQ Community. He asked if that was an oversight, and if so is it something Council would like to address. Council Member Richardson asked if that would be included in minority owned businesses. Mayor Edmonds replied she believes the City Manager is eluding to what is included in the definition of minority owned business. Council Member Murdock stated he believes the proposed ordinance does reference the Non-discrimination Ordinance, which lists many protected classes. Ms. Edmonds replied the NDO has protected classes.

Council Member Bashert moved, seconded by Council Member Vogt to add LGBTQ owned enterprises to Section 30-516 where it lists small business eligible criteria.

On a roll call, the vote to amend Resolution No. 2018-236 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Mayor Edmonds stated staff is recommending that the Neighborhood Enterprise Zone (NEZ) be exempt from this ordinance. Council Member Murdock stated he has issue with it not being listed as a CBO program. Mr. Meyers explained the NEZ is not meant to enrich a developer, its purpose is to get a homeowner into the city. Mr. Murdock asked if the tax differential is based on a statewide average. Mr. Meyers responded in the affirmative. Ms. Edmonds stated the intent of the CBO is not make an individual homeowner go through the process. Assistant City Attorney Dan DuChene recommended altering the definition of what is public support under Section 30-501.

Council Member Bashert moved, seconded by Council Member Vogt to add the following to Section 30-501 "the public support would not include Neighborhood Enterprise Zone projects".

Council Member Robb stated this is hypocrisy. He explained the purpose of a brownfield is not to enrich developers it is to clean contaminated land. The purpose of OPRAs is not to enrich developers, they fill a gap of an unfeasible project feasible. To exempt NEZ projects for the same reasons is absolutely hypocrisy. Either they all should be exempt or they should all be included. Mayor Edmonds asked if Council Member Robb's intent is to make a person who purchases a parcel to build a home trigger a CBA. Mr. Robb responded in the affirmative.

On a roll call, the vote to amend Resolution No. 2018-236 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 6 NO: 1 (Robb) ABSENT: 0 VOTE: Carried

Mayor Edmonds asked how a CBO would affect the city selling AAATA land to build a transit center. Mr. Meyers replied it would initiate a CBA, however he is not certain the implications.

Council Member Bashert stated the research she has completed seem to state two things that make a CBO successful; one is strong community engagement and the other is oversight. She is not sure where oversight would occur at this level, what would happen once a project is approved. She asked how the city verifies the developer is providing the benefits agreed upon in the CBA process. Mr. McClary replied it would depend on the specific benefit that was negotiated. He explained it might include reporting by the developer, and it is not as difficult as it might seem. Ms. Bashert asked when the city would receive that information, she asked if the ad hoc committee would be responsible. Mayor Edmonds replied it would be the job of staff. Mr. McClary agreed, and said it would be the job of the administration. Ms. Bashert asked if it would need to be built into the negotiation. Mr. McClary responded in the affirmative.

Council Member Murdock stated this process is going to include a development agreement and a CBA, and as a part of the process there needs to be monitoring. This will ultimately fall to the city to monitor and if the benefit is not being provided the development

would lose its incentive. Council Member Vogt stated major projects might have a need to hire a developer, or contractor to assist staff. This should occur early in the process this will help to ensure the city is not missing something due to lack of expertise. The committee should include someone of that quality, or a person should be hired to assist the committee in negotiations.

Mayor Edmonds stated during Audience Participation a comment has made that Council has a concern not enough people will show up to a kick-off meeting. She said wants part of this committee to be recommended by the community, but she wants the most affected stakeholders to be represented. Council Member Murdock stated the Mayor protest too much, this committee will only contain three members from those recommended from that kick-off meeting. That would leave at least five slots left for appointment by the Mayor and Council. Council Member Richardson agreed with Council Member Murdock, and Council should trust the community in the process.

Council Member Bashert stated this is not a perfect ordinance but it is good enough to implement. This will not be used as often as some might think and will not fix every issue with development. The ordinance will initiate some exciting processes and she looks forward to it.

Council Member Richardson stated she brought this idea to Council nearly a year ago, after learning about it in a program regarding community development. She thanked Council for taking on this process and everyone in the community that assisted in its development.

Council Member Vogt stated he is not opposed to the idea of community benefits. However, he does maintain concerns regarding the process. The city is still in great financial risk and does not want to discourage development, and what he has heard in response to his concerns is circular reasoning. He cannot support this ordinance as is, and he would like to look at alternate processes. The city will not produce community benefits if developers do not come to the table.

Council Member Murdock stated this has been a very instructive process and thanked Council Member Richardson for bringing this to the attention of Council. He thanked community groups that were involved with the development of this ordinance, and educated Council and others about this process. He thinks this ordinance is a good product, but it is not perfect, and there will always be a need to make adjustments.

Council Member Murdock moved, seconded by Council Member Richardson to Call the Question.

On a roll call, the vote to Call the Question was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	No
Council Member Richardson	Yes	Council Member Vogt	No
Council Member Bashert	Yes		

VOTE:

YES: 4 NO: 3 (Robb, Vogt, Edmonds) ABSENT: 0 VOTE: Carried

On a roll call, the vote to approve Resolution No. 2018-236 as amended was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	No
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	No
Council Member Bashert	Yes		

VOTE:

YES: 5 NO: 2 (Vogt, Robb) ABSENT: 0 VOTE: Carried

Mayor Edmonds stated she is excited about moving forward with this ordinance. It will be important to examine how this effects the development process. She recommends Council review this ordinance prior to its sunset in three years.

Council Member Murdock moved to adjourn.

Without support the motion fails.

2. Resolution No. 2018-235, approving agreement with Orchard, Hiltz & McCliment, Inc. for design engineering services for W. Cross St. between Wallace St. to city limits.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Transportation Committee has identified the segment of W. Cross Street from Wallace west to the City limits for priority rehabilitation; and

WHEREAS, it is necessary to secure design engineering services to keep this project on schedule for the 2019-2020 construction year;

WHEREAS, Orchard, Hiltz and McCliment has provided an exemplary level of service to the City of Ypsilanti on similar improvement projects, and possesses a depth of experience with the infrastructure in the project area; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal for design engineering services with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a lump sum cost of \$120,000; and

THAT, the cost for the design engineering for this project be expended from account # 202-7-9063-975-00 in the FY2018-2019 and FY2019-2020 Budgets; and

THAT the Mayor and City Clerk are authorized to sign this proposal, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Bashert

DPS Director Stan Kirton provided an overview to why this is being requested for approval.

Council Member Murdock stated when discuss previously it was decided the treatment would continue to Wallace. Mr. Kirton responded in the affirmative, and added traffic calming measures would be included in the project. Mr. Murdock asked why the project cannot continue past Mansfield. OHM Engineer Kent Early responded the project could continue past Mansfield. He explained this project, like all projects, came before the Planning Commission which set the end at Wallace. Mr. Murdock stated when the state allocated funds for roads the city was supposed to be provided an additional \$400,000 for this year, and an additional \$500,000 next year. His concern is the city has more money and is doing less, which is baffling. Additionally, the quality of the work is not very good, such as what was done on E. Cross. He asked where the city is failing with its oversight of projects. Mr. Kirton responded those projects were not a complete subgrade repair, along with extremely harsh winters.

Council Member Murdock moved, seconded by Council Member Bashert to amend the resolution by adding "be it further resolved the OHM prepare an agreement for design engineering to repave E. Cross from Prospect to Park for City Council action".

Mayor Edmonds stated the resolution is to accept a proposal and the amendment is to create another proposal. Council Member Murdock responded in the affirmative.

Mayor Edmonds asked if the repair of E. Cross is a priority considering other need road repairs. Mr. Kirton responded it is one of the worst streets in the city. Ms. Edmonds asked about Harriet and Hamilton where there are safety issues. Mr. Kirton responded that is an MDOT road.

Mr. Early asked if the repairs to E. Cross would be funded by local funds, because it is a significantly different process than using federal funds. Mayor Edmonds does not believe it is appropriate to add another proposal to this resolution. Council Member Murdock responded if the Mayor agrees to the proposal he can add it to the agenda. Ms. Edmonds supported adding a separate item to the agenda. Mr. Early interjected OHM would not need a resolution to prepare a proposal for E. Cross repairs. Mr. Murdock stated as long as it is being drafted. Council Member Vogt stated what other streets have a higher priority, Cornell is in much worse condition.

Council Member Murdock withdrew his motion.

On a roll call, the vote to approve Resolution No. 2018-235 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

- Resolution No. 2018-237, approving recommendation to authorize a service agreement for Agenda Management and Video Streaming software solution.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, currently the agendas and packets for meetings of City Council, Boards, and Commissions are created, duplicated, and distributed manually by staff; and

WHEREAS, City Council approved an allocation of \$70,000 for improvement of technology in Council Chambers and for improvement of the City Council packet process; and

WHEREAS, staff has evaluated and reviewed three agenda meeting management solutions from vendors iCompass, CivicClerk, and Granicus; and

WHEREAS, while each of the systems evaluated provide for similar core functionality, the solution provided by iCompass would be in the best interest of the City of Ypsilanti based on overall functionality, flexibility, and cost; and

WHEREAS, iCompass is used by several communities in Michigan, such as the cities of Walker, Ferndale, Harrison, Holland, Woodhaven, and Tecumseh, as well as the townships of Huron, Chesterfield, Plainfield, Grattan, Algoma, and Cannon; and

WHEREAS, iCompass will enable staff to automate the internal process used to prepare, track, modify, approve/disapprove, and monitor the progress of individual agenda items for City Council, Boards, and Commissions; and

WHEREAS, iCompass will also provide enhanced public access to agendas, minutes, audio recordings, and live streaming through an on-line portal; and

WHEREAS, the City of Ypsilanti is interested in purchasing the iCompass Meeting Manager Pro solution for an annual cost of \$12,200, which includes a 6-month money-back guarantee.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Clerk are authorized to sign and execute an agreement on behalf of the City of Ypsilanti with iCompass for the system described herein, subject to review and approval of the City Attorney.

OFFERED BY: Council Member Vogt

SECONDED BY: Mayor Pro-Tem Brown

Mayor Edmonds asked if the technology will change how easily the packet is projected during meetings. City Clerk Frances McMullan responded in the affirmative. Ms. Edmonds asked when the packet is put online will it be easily searchable. Ms. McMullan responded in the affirmative.

Council Member Robb stated Council budget \$70,000 for improvements, and asked if there are still improvements to be made. Ms. McMullan believes the City Manager has other upgrades in mind. Mr. Robb stated the annual \$12,000 fee was not budgeted for the next fiscal year. Ms. McMullan responded in the affirmative. Mr. McClary added part of the \$70,000 will be used to purchase tablets for Council's use, once the city goes paperless. There will also be audio improvements, live streaming, and several other components.

Council Member Robb stated the city will need to purchase servers in order to have storage space. Mr. McClary replied the city will not need servers it would be stored by iCompass. Mr. Robb replied just for the agenda software. Ms. McMullan replied also for the audio and video. Mayor Edmonds replied it is a good deal.

Council Member Bashert asked if staff reached out to other jurisdictions that use this software. Ms. McMullan responded in the affirmative, with positive responses. Ms. Bashert stated the \$12,000 is for the subscription, and asked if there will be other hardware that goes along with that. Ms. McMullan responded in the affirmative.

Mayor Edmonds asked if the cameras for live stream could be leased. Ms. McMullan responded no. Ms. Edmonds stated this seems very reasonable.

Council Member Robb asked if the Clerk Department has in writing that storage is included in the annual fee. Ms. McMullan responded in the affirmative. Mr. Robb asked for that to be forwarded to Council. Council Member Richardson asked for clarification that the unlimited storage is written in the agreement. Ms. McMullan responded in the affirmative. Mayor Edmonds asked if the agreement would be coming before Council. Ms. McMullan responded approval of this resolution would authorize the city to enter into an agreement with iCompass. Mr. Robb stated the Charter states Council approves all contracts and asked for that to be removed from the resolution.

Council Member Robb moved, seconded by Council Member Richardson for the agreement to be brought to Council for approval prior to execution.

Mayor Edmonds asked if that would change the timeline for implementation. Ms. McMullan responded no.

On a roll call, the vote to amend Resolution No. 2018-237 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

On a roll call, the vote to approve Resolution No. 2018-237 as amended was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

- Resolution No. 2018-238, approving the information that landlords are required to share with their tenants upon occupancy according to Ordinance No. 1320.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ordinance 1320 was adopted on second reading by City Council on September 11, 2018; and

WHEREAS, this ordinance amends Chapter 58, Article IV, Division 1 of the Code of Ordinances for the City of Ypsilanti to add a new Section 58-123 that requires, in part, that landlords share certain information with their tenants upon occupancy; and

WHEREAS, this newly adopted section of the Code of Ordinances further provides that City Council shall approve such information by resolution; and

WHEREAS, City Council wishes that the following documents, which are attached hereto, be approved as provided in Section 58-123 of the Code of Ordinances:

- **Michigan Legislature's Practical Guide for Tenants & Landlords**
- **The City of Ypsilanti Landlord and Tenant Relations, and its attachments**
- **The City of Ypsilanti Anti-Discrimination Summary**
- **The City of Ypsilanti Voting Information, and its attachments**

NOW, THEREFORE, BE IT RESOLVED THAT the attached documents, as herein identified, be approved as information required to be distributed to tenants as provided for by Section 58-123 of the Code of Ordinances.

BE IT FURTHER RESOLVED that the City Clerk's Office is directed to make copies of this information available to the public, including landlords, tenants, and potential tenants, without charge.

OFFERED BY: Council Member Murdock
SECONDED BY: Council Member Bashert

Mayor Edmonds referenced the question made during audience participation regarding other formats this information would be available. Assistant City Attorney Dan DuChene responded that is the state's language. Ms. Edmonds stated that might be a reference to this material being available in other languages or brail. Audience member Sue Melke asked how a person would know to ask the state for the other formats. Mr. DuChene responded he would follow up with the state to provide definitive answers to these questions.

Mayor Edmonds asked how tenants who sign leases electronically would be provided this information. She is weary about tenants being provided this information electronically because it would be too easy for this material to be overlooked. If the city allows for that how the ordinance would be modified to provide for electronic signatures. Mr. DuChene responded he would have his tenants sign a document indicating the information had been received. It is the privy of Council if they want to allow this to be provided electronically. Council Member Bashert understands larger leasing agencies are moving toward electronic signatures, but the trouble is if tenants only have this information on their phones it is unlikely they would register to vote. The ability to sign electronically would defeat on of the purposes of this ordinance. Mr. DuChene responded perhaps, but he did get the entirety of this packet from online. Ms. Bashert responded Council should remove as many hurdles as possible between tenants and voting. Ms. Edmonds responded one of the documents is rather long and would take a substantial amount of paper. Ms. Bashert replied her sole concern with this being provided electronically is voter registration. Ms. McMullan interjected it would be best for tenants to drop of voter registration so their identification could be verified, and they would be eligible for absentee ballots.

Council Member Murdock stated he did not see any information regarding the privacy ordinance. Mr. DuChene replied that is include in the document titled "City of Ypsilanti – Landlord and Tenant Relations". City Attorney John Barr interjected that information would need to be included in the lease regardless.

On a roll call, the vote to approve Resolution No. 2018-238 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Mr. DuChene stated this ordinance will not take effect for thirty days from adoption, and if Council would like to make any changes please let him know.

5. Resolution No. 2018-224A, approving revised intergovernmental agreement for recycling drop off services with Ypsilanti Charter Township.

Mr. McClary provided a basis for the discussion of the intergovernmental agreement with Ypsilanti Township for recycling drop off services. He asked Council to provide him authorization to engage in discussion with Recycle Ann Arbor for drop off services if negotiations are unsuccessful with the Township. The cost to the city for the use of Recycle Ann Arbor would be roughly \$21,000 a year, which is slightly less than what was estimated for the Township services.

Council Member Murdock stated the City Manager should absolutely engage in discussions with Recycle Ann Arbor. Mr. McClary stated it would be beneficial to work out something with the Township because it is closer to Ypsilanti by roughly two miles. Mr. Murdock replied depending on where a resident lives in the city the Ann Arbor facility is closer. Mr. McClary stated the Township's proposal is to limit the services to only multi-unit residents in the city, which he is actively trying to negotiate opening that to all residents. He appreciates the work the Township has put into this, but does not want to delay services to city residents any longer.

Mayor Edmonds supported holding discussions with Recycle Ann Arbor, but encouraged negotiations with the Township. She sees this as an important step in building a relationship with the Township, especially around this issue.

Council Member Murdock stated the Ellsworth and Platt Rd. facility does have the benefit of accepting Styrofoam. That is a third of what the city drop-off center was used, and the Township only provides that for curbside services.

6. Resolution No. 2018-239, awarding youth mental health grants to Educate Youth, Mentor2Youth, and the Corner Health.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, during the FY 2018-19 budget preparation process, the Ypsilanti City Council appropriated \$25,000 for youth mental health services; and

WHEREAS, the city has received sufficient applications for funding to provide youth mental health services for the community from the following organizations:

- **Educate Youth, Ypsilanti, MI, in the requested amount of \$5,000**
- **Mentor2Youth, Ypsilanti, MI, in the requested amount of \$5,000**
- **The Corner Health Center, Ypsilanti, MI, in the requested amount of \$5,000; and**

WHEREAS, the city council finds that the services being proposed by each of these organizations in their funding applications address pressing youth mental health services of our community; and WHEREAS, the city council desires to award funding to these organizations to provide the youth mental health services outlined in their funding applications;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby award \$5,000 to Educate Youth of Ypsilanti, Michigan, for its Academic Program providing, among other activities, programs to mitigate violence and drama affecting the mental health of young people in accordance with its funding application dated August 1, 2018, attached hereto; and

BE IT FURTHER RESOLVED that the city council does hereby award \$5,000 to Mentor2Youth of Ypsilanti, Michigan, for its Emotional Empowerment Program to increase and build youth self-esteem, self-worth and self-worth and to provide a pathway to forging identity in accordance with its funding application dated August 7, 2018, attached hereto; and

BE IT FURTHER RESOLVED that the city council does hereby award \$5,000 to The Corner Health Center of Ypsilanti, Michigan, for its youth training to develop theatre skills, increase health knowledge around many topics (including adolescent depression), strengthen peer education skills, and create and rehearse short plays in accordance with its funding application dated August 20, 2018, attached hereto.

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Bashert

Mayor Edmonds provided a background to the requests for the mini-grants. She stated she is not recommending funding for an application received by the Shelter Association because they did not address making their services more accessible to Ypsilanti youth. The programs that came in are broad in their support for young people, and not primarily focused on mental health issues.

Council Member Robb stated this has been a very murky and bazaar process. He asked who was the other Council Member associated with the process. Mayor Edmonds responded Mayor Pro-Tem Brown. Mr. Robb stated this process was created in a vacuum, and not transparent.

Council Member Bashert stated The Shelter Association is the primary service provider for the homeless community in the county. She feels the city missed an opportunity to bring attention and potential services to the youth of this city. Mayor Edmonds responded they Shelter Association is not proposing to bring services to the city. Ms. Bashert understood, but building a relationship between the city and that organization could be useful for the homeless community in Ypsilanti. She sees it as a missed opportunity, and explained Ypsilanti does not have a major homeless problem partly because the services are located in Ann Arbor, but it is not accurate to say the organization is not serving this city. She would like to see more specificity in how these organizations are going to spend on Ypsilanti youth. Ms. Edmonds responded the organizations submitted budgets, and explained the committee responded to the Shelter Organization that it would love to have them resubmit with more focus on how the organization is overcoming barriers to serve the people of this community.

Council Member Richardson stated there is a large homeless youth population in Ypsilanti. She suggested Council Member Bashert speak to the schools, she is amazed and shocked how many are in this city. She stated the city should keep its money here to help the people of this community.

Mayor Edmonds stated while speaking to a former principal of an Ypsilanti school she learned that a large portion of the student body were homeless.

Council Member Bashert stated there are many differences in what it means to be homeless, but believes the city is missing an opportunity. She would like to see the relationship between the city and the Shelter Association strengthened. Council Member Richardson replied she would like to see that relationship strengthened prior to allocating funds to the organization.

On a roll call, the vote to approve Resolution No. 2018-239 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	No
Council Member Murdock	No	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 5 NO: 2 (Robb, Murdock) ABSENT: 0 VOTE: Carried

Mayor Pro-Tem Brown moved, seconded by Council Member Vogt to extend the meeting until 10:30 p.m.

On a voice vote, the motion carried and the meeting was extended until 10:30 p.m.

7. Discussion regarding the creation and adoption of a City of Ypsilanti Racial Equity Policy.

Council Member Richardson stated she would like the city to begin developing a Relations Equity Policy. The city has a Non-Discrimination Ordinance but racial equity is not the same as non-discrimination. The county has been working on a racial equity policy for a long time and suggested the city form a committee to address this issue.

Mayor Edmonds stated she is supportive of the city developing a policy. She appreciates the creating a committee to develop a policy, and asked what Council Member Richardson envisions beyond a Council committee in the direction of this policy, or the resources needed to develop the policy. Council Member Richardson believes those answers would flow from the committee.

Mayor Pro-Tem Brown supported the creation of a committee because there are many directions the city could take in the development of this policy. She chairs the Racial Equity Committee at her work and the committee met to decide what issues they would discuss and the direction the planned to take.

Council Member Bashert stated she is very supportive and agrees race equity is different than what is included in the NDO. She would like to see the city move forward with its development. She suggested using Government Alliance on Race and Equity (GARE), in order to use the same language as the county.

Mayor Edmonds asked if the next step would be to have the City Manager bring a resolution creating the committee to the next Council meeting. Council Member Richardson asked why Council cannot not motion to create the committee during tonight's meeting. Ms. Edmonds responded Council could do that.

Council Member Richardson moved, seconded by Mayor Pro-Tem Brown to form a Council Committee to examine establishing and developing a racial equity policy for the City of Ypsilanti.

Mr. Barr asked how many members would be in the committee. Council Member Richardson responded three members. Mr. Barr asked if the Mayor would appoint the members. Ms. Richardson responded either the Mayor or volunteers. Mayor Edmonds stated three volunteers.

Mr. McClary asked if the goal was to examine social equity generally in the city. He asked because the Sustainability Commission's charge is to prepare a sustainability plan which part is social equity. Mayor Edmonds responded that would be a great interface this group would review. Council Member Richardson agreed, but sees this committee as focused more on racial equity. She sees that as vital importance because of the current issues in this country.

On a roll call, the vote to create a Racial Equity Policy was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

Council Member Vogt moved, seconded by Council Member Bashert that the committee will consist of Mayor Pro-Tem Brown, Council Member Richardson, and Council Member Bashert.

On a roll call, the vote to create a Racial Equity Policy Committee was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XIII. LIAISON REPORTS –

- A. SEMCOG Update – The meeting is on September 28th
- B. Washtenaw Area Transportation Study - None
- C. Urban County – Mayor Edmonds stated the Ann Arbor Housing Commission provided an excellent report on Section Eight Voucher to be used for purchase of homes. There was also an update on the Weatherization and Ramp Program. The programs are managed by Aaron Kraft. Council Member Richardson asked if railings would be reinstated. Ms. Edmonds responded she is not certain.
- D. Ypsilanti Downtown Development Authority – Mayor Edmonds stated the MEDC awarded the DDA \$300,000 for its façade grant program.
- E. Ypsilanti Youth Safety Collaboration - None
- F. Friends of Rutherford Pool – Council Member Bashert stated the grant is going to move forward, the Friends of Rutherford Pool are submitting a report regarding the removal of the recycling center.
- G. Housing Equity Leadership Team - None

XIV. COUNCIL PROPOSED BUSINESS –

Richardson

- She used to check on the racial composition of staff when she first elected to Council. It was during affirmative action and she wanted to make certain the city was abiding by that law. She would like a report of the current racial balance of staff in relation to the city's demographics.

Robb

- The gas station at Prospect and Cross is opening prior to 6:00 a.m., which they are not allowed to do. The business shines a light in his neighbor's home and they are not happy about it.
- He appreciates the information regarding the Fire Department's impact on the budget, however, it was not the data he requested regarding the SAFER Grant. He wants to understand when the new firefighters would be hired and what impact would the hires have on the budget.

Bashert

- In a previous memo from the City Manager it referenced a county Materials Recovery Facility (MRF). It was mentioned there seemed to be low interested in that facility, and she would like more information regarding that. Mr. McClary responded a number of communities indicated their boards would probably not want to include the establishment of a MRF Facility. Those communities wanted to focus on the first two tiers of the program, which is public education on recycling and establishment of up to eighteen recycling drop off centers throughout the county. Ms. Bashert asked if that means the county is backing away from the idea. Mr. McClary responded he is not entirely sure, there is another meeting scheduled for Thursday, September 13th. Mayor Edmonds asked if the Ann Arbor MRF could be used. Mr. McClary responded that facility does not have the capacity to expand services. Ms. Bashert stated that will impact decisions Council makes about its recycling program long term. Mr. McClary responded it will impact the city program in terms of costs.
- She was frustrated by the response regarding the state of Penn Park. Saying that staff does not have the capacity to maintain the park and asking the Friends group to look into its maintenance could take time. Mr. McClary replied staff will look into its maintenance. The top of the dock at Penn Park is warping and it could be a safety issue.
- Asked that the Police Advisory Commission receive training in the Open Meetings Act and Freedom of Information Act. There might be some confusion that the commission has access to police reports and body camera recordings. There needs to be some clarification regarding those issues and asked the Attorney's Office to schedule some training.

Murdock

- Asked if the county was looking at collecting recycling differently for single stream. He explained single stream is a major contributor to contamination. Mr. McClary replied he has not heard the county discuss any potential changes, he pose that question when he meets with the county. Mr. Murdock stated there are issues the city needs to deal with quickly, and his understanding is DPS will need to replace a vehicle next year. The vehicle the city selects will depend on how it collects recycling. He explained there needs to be education on single stream and stated recycling is all thrown into the same bin. Mr. McClary responded the county is addressing that on its tier one program by training residents on recycling. Mr. Murdock interjected education needs to be a part of the city's program too. Mr. McClary replied the county program would apply to the city.
- The City Manager provided an Amtrak report and he can't decipher the timeframe that was provided. Mr. McClary the estimated completion of the field study is October. Staff will review the study and will put it in final form and will come before Council in November. The second stage is the environmental assessment and the alternatives analysis, which will investigate Leforge as a possible location. That will take roughly eight to ten months to complete.
- Responding to the Urban Forest Tree Grant, he mentioned there are many places to put trees in the city and asked why the city would not be able to implement the program. Mr. McClary is not certain the city cannot, but the city needs to be looking toward aggressively restarting the Urban Forestry Program.
- He was informed the bike share program that Ypsilanti Housing Commission and Eastern Michigan University were involved in has ceased. Mayor Edmonds responded the PILOT program was funded through

the state, but the company stopped making bikes. The company began to manufacture scooters and donated the bikes, however the application on the bikes is no longer functional. Other options are currently be investigated by the involved parties regarding the expansion of the program. Council Member Richardson added the bikes are going to be given to youths in public housing.

- The city has a creative group of residents and the creativity is used on their yards. Some residents are not pleased with what is being done and the city ordinance officer becomes involved. He does not understand how strict the city needs to be with those issues. Mr. McClary replied if the ordinance officer is taking action it is because there has been a violation. He said he will follow up with what needs to be done to address this issue, ultimately it is up to Council to what is allowable.

XV. COMMUNICATIONS FROM THE MAYOR –

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. COMMUNICATIONS –

XX. AUDIENCE PARTICIPATION –

1. Bill Teepen 718 Lowell St., Thanked Council for approving the CBO.

XXI. REMARKS FROM THE MAYOR –

XXII. ADJOURNMENT –

Resolution No. 2018-240, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the meeting adjourned at 10:31 p.m.

CITY OF YPSILANTI — VOTING INFORMATION

Where can I find information about a particular election?

Information for voting and elections can be found on the City's website:

<http://cityofypsilanti.com/188/Voting-Election-Information>. Aside from the information and forms contained herein, sample ballots and election dates can be found there as well.

Voter Registration

To register to vote, you must be all of the following:

- A U.S. citizen
- At least 18 years old by Election Day
- A resident of Michigan
- A resident of the city or township where you are applying to register to vote

Ypsilanti residents can register to vote Monday through Friday at the City Clerk's office between the hours of 8:00 a.m. and 5:00 p.m. The form for registration is attached. You may also register to vote at the Secretary of State. Voters are required to present photo identification or sign the Affidavit of Voter Not in Possession of Picture Identification form when registering to vote, which is attached.

If you want to check to see if you are registered, visit www.Michigan.gov/vote. There you will find information about registering to vote and voting, voting equipment, polling place locations, state and local ballots, the candidates, campaign finance and more.

Polling Locations

The City is divided into three wards and subdivided into 10 precincts. If you have already registered to vote in the City of Ypsilanti, you may determine your precinct and polling location by checking your Voter ID card or by visiting the Michigan Voter Information Center. A map identifying the precincts and polling locations is also attached. Voting Precincts are open for voting from 7 a.m. to 8 p.m. on election day.

Absentee Voters

Qualifications

If you are unable to attend the polls on Election Day due to one of the following factors, you may request an absentee ballot from the City Clerk's office. All registered voters are eligible to vote absentee in Michigan.

How to Request an Absentee Ballot

You may visit the Clerk's office Monday - Friday between 8 a.m. - 5 p.m. to request an absentee ballot, or you may submit a request by mail. A form is attached. Absentee ballot request forms must be submitted to the Ypsilanti City Clerk's office by mail or in person. You may not submit your request by email or fax.

The Clerk's office is open on the Saturday preceding each election from 8 a.m. - 2 p.m. to process absentee ballot requests. Ypsilanti City voters can stop in during these hours to request or drop off an absentee ballot. You may also request an absentee ballot by visiting your Clerk's office before 4 p.m. on the day before the election.

Deadline

After receiving your absentee voter ballot, you have until 8 p.m. on Election Day to complete the ballot and return it to the clerk's office. Your ballot will not be counted unless your signature is on the return envelope and matches your signature on file.

Permanent Absentee Voter List

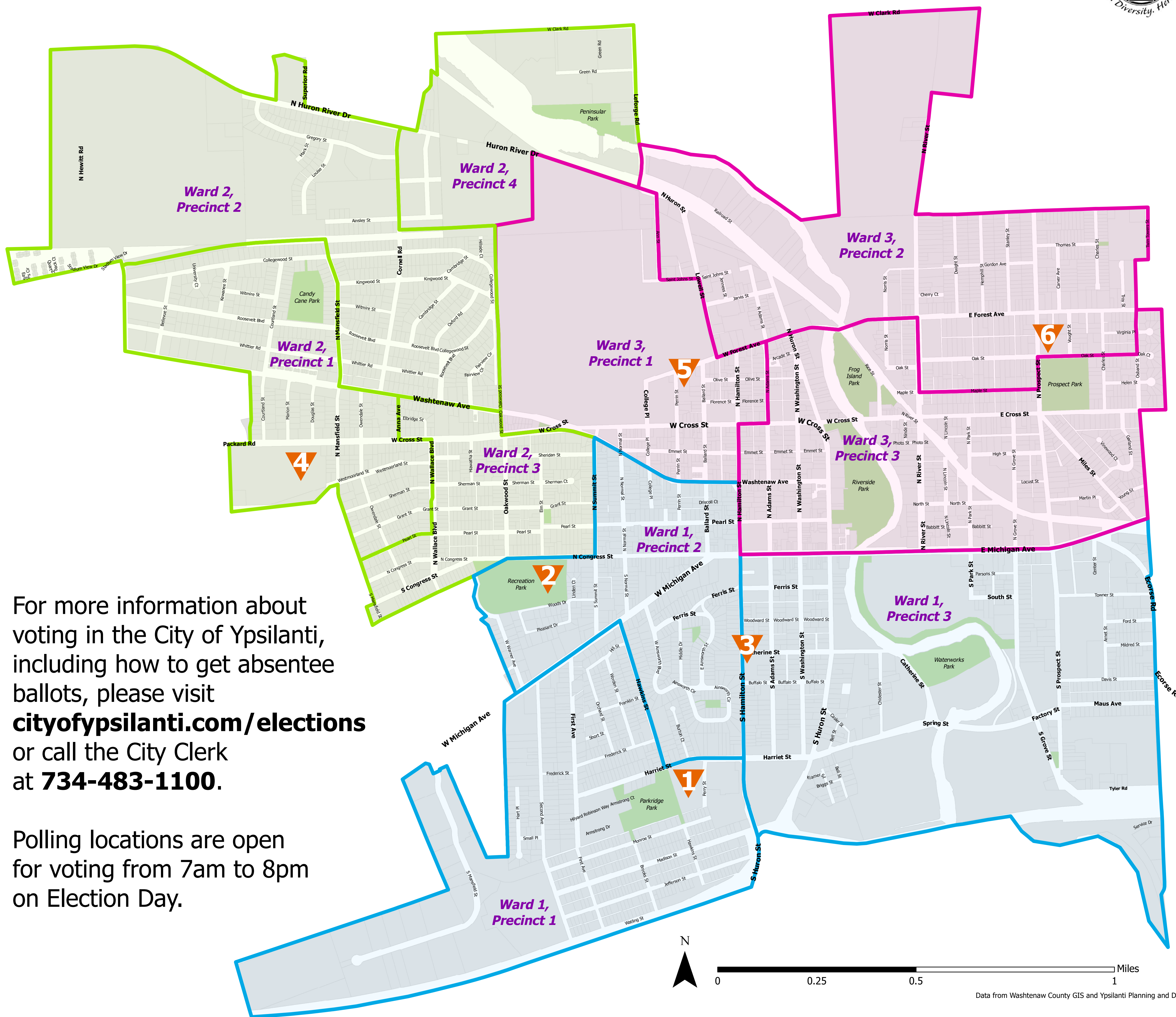
If you wish to be mailed an absentee ballot application prior to each election you may sign up to be placed on the Permanent Absentee Voter List. Registration is available to every voter regardless of age and regardless of whether you intend to submit the application. In order to receive an Absentee Ballot you must submit an Absent Voter Ballot Application.

If you would like to sign up to be placed on this list, are unsure if you are already on it, or wish to find out more information, please contact the City Clerk's office by calling 734-483-1100 or writing to the Ypsilanti City Clerk's Office.

Ypsilanti City Clerk
City Hall, First Floor
One South Huron Street
Ypsilanti, MI 48197
Phone: 734-483-1100
Fax: 734-487-8742

Where to Vote in Ypsilanti

To find your polling location visit **Michigan.gov/vote**



For more information about voting in the City of Ypsilanti, including how to get absentee ballots, please visit **cityofypsilanti.com/elections** or call the City Clerk at **734-483-1100**.

Polling locations are open for voting from 7am to 8pm on Election Day.



1 Ward 1, Precinct 1
Perry Early Learning Center
550 Perry Street
Southwest corner of Perry and Harriet
Bus Route: 47



2 Ward 1, Precinct 2
Ypsilanti Senior Center
1015 Congress Street
South side of Congress at Oakwood
Bus Route: 6



3 Ward 1, Precinct 3
Second Baptist Church
301 S Hamilton Street
East side of South Hamilton at Catherine
Bus Route: 45, 46, 47



**4 Ward 2, Precinct 1
Ward 2, Precinct 2
Ward 2, Precinct 3**
Estabrook Elementary School
1555 W. Cross Street
South side of West Cross west of Mansfield
Bus Route: 5



**5 Ward 2, Precinct 4
Ward 3, Precinct 1**
EMU Honors College
511 W Forest Avenue
Southeast corner of Forest and Perrin
Bus Route: one block north of the 4 and the 5 at Ballard



**6 Ward 3, Precinct 2
Ward 3, Precinct 3**
Ypsilanti Int'l Elementary
503 Oak Street
Northeast corner of North Prospect and Oak
Bus Route: 42

Instructions

If you have a Michigan driver's license or state ID, **you can register to vote online**. Start the process at **MI.gov/Vote**.

Complete this form to register to vote or update your registration information¹.

1 Please print all information clearly using black or blue pen.


2 Sign the form.


3 Mail or drop off the form to your city/township clerk.

Find your city/township clerk and more information at **MI.gov/Vote**.

The phone number/email provided will be used for official election purposes only.

¹Name and sex designation changes must be completed at a Secretary of State office.

 The voter registration deadline is **15 days** before Election Day **IF** you submit this form through a voter registration drive or deliver it to a county clerk or Secretary of State office. If you mail the form, it must be postmarked at least 15 days before the election.

 **You can register any time up through Election Day by going to your city or township clerk office** with residency verification.

If you have a Michigan driver's license (DL) or state ID (ID), you must use the same address for voter registration and DL/ID.

This form will also change your DL/ID address. You'll be mailed a sticker with your new address to put on your DL/ID.

If you have never voted in person in Michigan and choose to submit this form by mail or through a voter registration drive, **review the instructions on page 2**. You might need to provide additional ID.

More instructions can be found on page 2.

State of Michigan Voter Registration Application

and Michigan Driver's License/State ID Address Change Form

Qualifications

☐ yes ☐ no I am a United States citizen.

☐ yes ☐ no I am at least 17.5 years old and will vote only after I turn 18.



If you are not a U.S. citizen, DON'T complete this form.

Michigan-issued driver's license / Michigan-issued state ID number

- - - -

If you don't have a **Michigan-issued driver's license** or **Michigan-issued state ID**, provide the last four digits of your Social Security number:

XXX — XX —

☐ I don't have a valid Michigan-issued driver's license or Michigan-issued state ID, or a Social Security number.

Personal information *required information

last name* first* middle

- - ☐ female (f) ☐ male (m) ☐ nonbinary (x)
date of birth* (MM-DD-YYYY)

address where you live – house number & street name* apt/lot no.

MI
city* zip code

()
phone email

mailing address (if different than where you live) city state zip code

**Complete to join permanent
absent voter application list:**

☐ I want to vote absentee in all future elections. Automatically send me an application for every election.

Signature

I certify that:

- I am a United States citizen.
- I am a Michigan resident and will vote only after I have lived in my city or township for at least 30 days.
- I am at least 17.5 years old and will vote only after I turn 18.
- I authorize the cancellation of any previous registration.

The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be subject to a fine or imprisonment or both under federal or state laws.

X

signature

date



State of Michigan Voter Registration Application

and Michigan Driver's License/State Identification Card Address Change Form Instructions

Qualifications

To register to vote in Michigan you must be:

- A Michigan resident (at the time you register) and resident of your city or township for at least 30 days (when you vote).
- A United States citizen.
- At least 17.5 years old (18 when you vote).
- Not currently serving a sentence in jail or prison.

Residential & Mailing Address

You may only register to vote in one place. If you have more than one place of residence, you may register to vote in the place where you are currently located or the place you intend to return. For example, students attending college may register in their hometown or at their campus address, and temporary in-patient residents of nursing homes may register at their home address or at the medical facility. If you do not have a residential address, please provide cross streets or landmark in the address field describing your location.

If you would prefer to receive mail related to your voter registration or driver's license/state identification card at an address other than your residential address (ex. PO Box), you may provide a mailing address where indicated on the form. If you provide a mailing address, it won't appear on your voter information card or driver's license/state identification card.

Criminal Convictions & Registering to Vote

If you have a past criminal conviction and are no longer in jail or prison, you **can** register and vote. You also can register and vote if you are in jail and awaiting trial or sentencing. If you are currently serving a sentence in jail or prison you **can't** register or vote.

Deliver to your City or Township Clerk

Mail or deliver this completed application directly to your city or township clerk. Find your city or township clerk's address at Michigan.gov/Vote.

Registering by Mail – Special Requirements for First-time Voters

Are you registering to vote in Michigan for the first time?

If you have never voted in Michigan and choose to submit this form by mail or through a voter registration drive, you must meet the federal identification requirement as explained below.

Federal Requirement – Provide Identification

To comply with the identification requirement, you must:

- (1) Enter your Michigan-issued driver's license number or Michigan-issued state ID card number where requested on this form.
or
- (2) If you do not have a Michigan-issued driver's license or Michigan-issued state ID card, provide the last four digits of your Social Security number.
or
- (3) Send one of the following forms of identification when mailing this form to your county, city or township clerk: a COPY of a current and valid photo identification (such as a driver's license or state ID card from any state) or a COPY of a paycheck stub, utility bill, bank statement or a government document that lists your name and address.

*****DO NOT SEND ORIGINAL ID DOCUMENTS BY MAIL*****

If this requirement applies to you and you don't provide the information identified above, you must provide an acceptable form of identification before you vote in the first election in which you wish to participate.

Note: The identification requirement **doesn't** apply if you: (1) personally hand-deliver this form to your county, city or township clerk's office instead of mailing this form or submitting it through a voter registration drive, (2) are disabled or (3) are eligible to vote under the federal Uniformed and Overseas Citizens Absentee Voting Act.

Questions?

Contact your city or township clerk if you have any questions.

Your application isn't valid until accepted by your city or township clerk. If your application is accepted, your clerk will mail you a voter information card within 3 weeks. You can verify your voter registration status by going to Michigan.gov/Vote.

ED-121 (7-2022)

EXHIBIT 4

A Practical Guide for **Tenants & Landlords**

Revised 10/2021



EXHIBIT 4

Dear Friend:

This booklet is designed to inform tenants and landlords about their rights and responsibilities in rental relationships. It serves as a useful reference—complete with the following:

- › An in-depth discussion about rental-housing law in an easy-to-read question-and-answer format;*
- › Important timelines that outline the eviction process and recovering or keeping a security deposit;*
- › A sample lease, sublease, roommate agreement, lead-based paint disclosure form, and inventory checklist;*
- › Sample letters about repair and maintenance, termination of occupancy, and notice of forwarding address; and*
- › Approved court forms.*

Whether you are a tenant or a landlord, when you sign a lease agreement, you sign a contract. You are contractually obligated to perform certain duties and assume certain responsibilities. You are also granted certain rights and protections under the lease agreement.

Rental-housing law is complex. I am grateful to the faculty and students of the MSU College of Law Housing Law Clinic for their detailed work and assistance in compiling the information for this booklet.

Owners of mobile-home parks, owners of mobile homes who rent spaces in the parks, and renters of mobile homes may have additional rights and duties. Also, landlords and renters of subsidized housing may have additional rights and duties.

It is my pleasure to provide this information to you. I hope that you find it useful.

*MSU College of Law Housing Law Clinic
(517) 336-8088, Option 2 housing@law.msu.edu www.law.msu.edu/clinics/rhc*

***This informational booklet is intended only as a guide—
it is not a substitute for the services of an attorney and
is not a substitute for competent legal advice.***

Note: Content accurate at time of printing.

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PREPARED BY THE MICHIGAN LEGISLATURE

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Creating and Terminating Tenancies and Understanding the Lease

Read the lease. Read the lease. Read the lease. When most people hear the term “lease” they think of the long sheets of paper written in very small type that they sign when they agree to move in and rent an apartment or house. A lease contains a variety of legal terms. It is important to recognize and know the following terms of a lease and to understand the substance of the agreement.

■ **Landlord:** The party agreeing to transfer possession and use of the rental property, usually the owner (but may also include an agent or employee of the owner, or a management company).

■ **Tenant:** The party taking possession and use of the rental property from the landlord under a lease. A tenant’s right to possession and use is called a tenancy or leasehold.

■ **Lease (or Rental Agreement):** The contract between the tenant and landlord, transferring possession and use of the rental property. (See sample Residential Lease Agreement, page 32.) A lease can be written or oral, but a written lease provides the best protection for both the landlord and the tenant.

■ **Joint and Several Liability:** If more than one person signs the lease as a tenant, the lease may state that their obligations are “joint and several.” This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other tenants. This includes paying rent and performing all other terms of the lease.

■ **Escrow Account:** A bank account or other account held by a third party, generally established in the name of the tenant, into which whole or partial rent payments are deposited to show that the tenant was ready, willing, and able to pay the rent—but is withholding the rent until a certain problem is fixed that the landlord is legally responsible for fixing. Once the problem is fixed, the escrowed rent amount will be released to the landlord.

There are references to statutes, court rules, Attorney General opinions, and executive branch agency rules and regulations, both federal and state, in this book. These are available from several sources, in libraries and online, including those that follow. “This informational booklet is intended only as a guide – it is not a substitute for the services of

an attorney and is not a substitute for competent legal advice.”

- The references to Michigan statutes are to the Michigan Compiled Laws (MCL), which may be accessed on the Legislature’s website, www.legislature.mi.gov.
- The Michigan Court Rules (MCR) may be accessed on the Michigan Supreme Court’s website, www.courts.mi.gov.
- Michigan Attorney General opinions may be accessed at www.mi.gov/ag.
- The Michigan Administrative Code may be accessed at www.mi.gov/lara.
- The references to federal statutes are to the United States Code (USC), which may be accessed at <https://uscode.house.gov>.
- The Code of Federal Regulations (CFR) may be accessed at www.ecfr.gov/cgi-bin/ECFR.

■ **Plaintiff:** A person who files a civil action to seek judicial relief for some injury or damage caused in violation of his or her rights.

■ **Defendant:** A person against whom relief or recovery is sought in a civil action.

A. THE TENANCY

Q1 What are the types of tenancies?

While the lease refers to the written (or oral) agreement, the “tenancy” refers to the actual property right a tenant receives under the lease. When the owner conveys to another lesser interest in the property for a term less than that of the owner’s for valuable consideration (generally rent), thereby granting another use and enjoyment of his or her property during the period stipulated, that creates a tenancy. In Michigan, there are three types of tenancies:

■ **Fixed-Term Tenancy:** This type of tenancy is created when the lease agreement specifies when the tenancy begins and when it ends. It terminates automatically at the end of the period specified. Generally, a written lease provides that if a tenant holds over after the fixed term expires, the tenancy shall be considered a month-to-month tenancy. On the other hand, if the lease does not so provide, and the parties acquiesce—i.e., the tenant stays in possession and the landlord accepts the rent—the lease is considered renewed for the same fixed term upon the same conditions.

■ Periodic Tenancy OR Tenancy at Will:

This type of tenancy is indefinite in duration. It is created by actual or implied consent. Usually a month-to-month tenancy, the lease is considered renewed at the end of each rental period (month-to-month or week-to-week, depending upon how often rent must be paid). Termination procedure is governed by statute and requires notice.

■ Tenancy at Sufferance OR Holdover

Tenancy: This type of tenancy is created by operation of law only. A tenant holds possession after his or her legal right to possession has ended (oftentimes based on landlord's failure to act). The person is just short of being considered a trespasser. The elements: (a) the tenant entered into possession lawfully, (b) the tenant's legal right to possession has ended, and (c) the tenant remains without the landlord's consent.

Q2 Are there advantages and disadvantages to the different types of tenancies?**Fixed-Term Tenancy**

Advantages. The advantage to the tenant is that the rental period is fixed and the rental amount is stable; the landlord may not regain possession or raise the rent, with few exceptions. The advantage to the landlord is that the tenant is committed to pay rent for a specified period of time; the tenant is bound by the lease terms, with few exceptions.

Disadvantages. The disadvantage to the tenant is that he or she is bound by the lease term and may not simply move without remaining liable for the rent, permitting fewer changes in arrangements. The disadvantage to the landlord is that he or she is stuck with the tenant until the lease term ends.

Periodic Tenancy OR Tenancy at Will

Advantages. The advantage to the tenant is that he or she is free from any further obligation once proper notice of termination is given to the landlord—different housing arrangements can be made more quickly. The same advantage is true for the landlord; he or she may decide to no longer rent to the tenant if the same proper notice is given.

Disadvantages. The disadvantage to the tenant is that the landlord, with proper notice, can also raise rent. The disadvantage to the landlord is that he or she is not provided with any certainty as to how long the tenant will remain.

B. THE LEASE

Q1 Are there advantages to a written lease?

Although it is common for tenants to sign some type of written agreement, a lease is not

always put in writing. Sometimes it is nothing more than an oral agreement as to the move-in and move-out dates, the address of the rental property itself, and the amount of the rent and when it must be paid. However, if the lease agreement is for a period of more than one year, an oral lease is not an option—it must be put in writing to comply with the Statute of Frauds (MCL 566.106, 566.108, 566.132).

Whether there is a fixed-term tenancy or a periodic tenancy, it is best to have a written record of the rental agreement. A written record is a permanent record that may be used for reference if misunderstandings arise—and they do. In the absence of a written lease, signed by both the landlord and the tenant, it's advisable to keep a personal written record of the agreement.

Q2 What provisions should be included in the lease?

The Michigan Truth in Renting Act (MCL 554.631 to 554.641) regulates residential leases, other than very simple leases. The act does not apply if a lease *only* includes

- 1) The identities of the parties;
- 2) A description of the premises;
- 3) The rental period;
- 4) The total rental amount due;
- 5) The amount of rental payments; and
- 6) The times at which payments are due (MCL 554.632).

For all other leases to which it applies, the Truth in Renting Act requires the landlord to disclose certain information. Leases differ somewhat in terms, but items that the parties may wish to include in a **written lease agreement** are:

- 1) Name and signature of the landlord;
- 2) Name and signature of the tenant;
- 3) Rent amount to be paid, how frequently, and when and where it is to be paid;
- 4) Address of the rental property;
- 5) Starting and ending dates if it is a fixed-term tenancy;
- 6) Landlord's mailing address (*this must be included*);
- 7) Amount of any security deposit (*if there is a security deposit, 7, 8, and 9 must be provided in writing somehow, and may be included in the lease – see "The Security Deposit"*);
- 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) Who is 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) This statement *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.”
(MCL 554.634).

Note: Two copies of an inventory checklist must be provided to the tenant when he or she takes possession of the rental property. (See sample Inventory Checklist, page 41.)

Q3 What provisions are prohibited by law from being included in the lease?

For leases to which it applies, the Michigan Truth in Renting Act prohibits certain clauses or provisions and prescribes penalties. A provision or clause in a lease that violates the Truth in Renting Act is void. In particular, **under MCL 554.633, a written lease may not include a provision that:**

- 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 and/or warrant of attorney, 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 other 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 cost 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, as long as there is a clause in the lease allowing for the 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; and
 - › **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 Consumer Protection Act (MCL 445.901 to 445.922) which lists multiple unfair trade practices; or
- 14) Requires the tenant to give the landlord a power of attorney.

Q4 What if the lease contains a provision that is prohibited by law or is missing the required disclosure language?

A provision or clause in a lease that violates the Truth in Renting Act is void. The lease is not void—only the prohibited provision. However, a landlord may fix the prohibited provision or add the required disclosure language within 20 days after the tenant brings the deficiency to the landlord's attention in writing (MCL 554.635). If the landlord fails to fix it within the time specified, the tenant may bring an action to:

- 1) Void the entire lease agreement and terminate the tenancy;
- 2) Make the landlord remove the prohibited provision from, or change the provision in, 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 (MCL 554.636).

Q5 What other provisions can be included in the lease?

As long as a provision or clause does not violate federal, state, or local laws, regulations, rules, or ordinances, the parties can agree to almost anything and include it in the lease. It can be as trivial as stating, "Only blue cars can be parked in the driveway." Some special provisions to be aware of include:

■ **Smoking:** A landlord is free to prohibit smoking in the rental property, as this would not violate any state, federal, or local laws. See also "Additional Considerations."

■ **Pet Restrictions:** A landlord may prohibit all pets in a rental unit. A landlord may charge a fee for having a pet. An exception here is that a landlord may not prohibit a disabled individual relying on a service animal from housing the animal. See also "Additional Considerations."

Q6 How can a lease be terminated?

Fixed-Term Tenancy

This type of tenancy is created when the lease agreement specifies when the tenancy begins and when it ends. **It terminates automatically at the end of the period specified.** A fixed-term lease ends on its own without further action. However, many leases include the provision that the lease converts to a month-to-month tenancy at the end of the fixed term. Other leases state a sky-high increase in rent—sometimes double—if the tenant stays beyond the fixed term.

Periodic Tenancy OR Tenancy at Will

This type of tenancy is indefinite in duration. It is created by actual or implied consent. Usually a month-to-month tenancy, the 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). **Termination procedure is governed by statute and requires notice.**

Q7 Are there other termination rights under the law for those in special circumstances?

Yes. For example:

■ **Senior Citizens or Those Incapable of Independent Living:** Lease agreements entered into, renewed, or renegotiated after June 15, 1995, must provide special termination rights for senior citizens and persons incapable of independent living. These leases must allow the tenant who has already occupied a rental unit for more than 13 months to terminate the lease with 60 days written notice if either of the following occurs:

- 1) Tenant becomes eligible to move into a rental unit in senior-citizen housing

subsidized by a federal, state, or local government program, OR

- 2) Tenant becomes incapable of living independently, as certified by a physician in a notarized statement. (MCL 554.601a)

■ **Domestic Abuse, Sexual Assault, or Stalking Victims:** Michigan law (MCL 554.601b) provides for early termination for tenants or their children who are victims of domestic violence, sexual assault, or stalking. The requirements of this section are quite detailed. The assistance of a knowledgeable attorney, sexual assault or domestic violence counselor, or other similar professional is recommended.

■ **Members of the Military:** Under federal law, if you enter active military service after signing a lease, you have a right to break the lease (50 USC 3955). This section contains other provisions that might apply under extraordinary circumstances.

■ **Constructive Eviction:** If your living environment becomes uninhabitable and your landlord fails to provide suitable housing under state or local law, a court might determine that the landlord has "constructively evicted" you by providing unlivable housing. In such a case you, the tenant, may have no further responsibility to pay rent. This is another situation in which the assistance of a lawyer is highly recommended.

Q8 What does "joint and several liability" mean?

If more than one person signs the lease as a tenant, the lease may state that tenants' obligations are "joint and several." This means that each person is responsible not only for his or her individual obligations but also for the obligations of all other tenants. This includes paying rent and performing all other terms of the lease.

Q9 Can a landlord raise the rent once the lease has started?

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

- 1) **Changes** required by federal, state, or local law, rule, or regulation;
- 2) **Changes** in rules relating to the property meant to protect health, safety, and peaceful enjoyment; and
- 3) **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.

The Security Deposit

Security deposits are regulated by what is commonly referred to as the Landlord and Tenant Relationship Act (MCL 554.601 to 554.616). The security deposit is an amount of money paid by the tenant to the landlord other than the first rent payment (for whatever period is established in the lease: weekly rent payment, monthly rent payment, semiannual rent payment, and so on). The security deposit remains the tenant's property, but is held by the landlord for the term of the lease to ensure that the tenant pays the rent due, pays the utility bills, and returns the rented property in proper condition, as required by the lease. It is held as security as the name implies.

Once the lease is terminated, the tenant has the right to have the entire security deposit returned *unless* the landlord can substantiate a claim to it because the tenant:

- 1) Owes unpaid rent;
- 2) Owes unpaid utility bills; OR
- 3) Caused damage to the rented property beyond reasonable wear and tear (MCL 554.607).

Under Michigan law, both a tenant and a landlord have duties and must perform specific acts regarding the security deposit. Understanding the duties and taking action are crucial. 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 his or her security deposit and the landlord risks losing a claim to it. This chapter explains the duties and the necessary actions that must be taken.

A. COLLECTING THE SECURITY DEPOSIT AT THE BEGINNING OF THE TENANCY

Q1 Is there a limit on the amount that a landlord may collect as a security deposit?

Yes. The law states that a security deposit shall not exceed 1.5 times the monthly rent (MCL 554.602).

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

Q2 What exactly is considered a security deposit?

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.

Sometimes the lease requires that both the first and last months' rent be paid before a tenant moves in. If this is the case, the last month's rent would be considered a security deposit. Additional fees or deposits may also be charged to hold the rental property to run credit checks, for pets, for cleaning, for keys, for mailboxes, for storage, and for other reasons. While these fees or deposits may not be called "security deposits" in the 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 (MCL 554.601).

Q3 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; and 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 \$100 refundable snow removal fee for "removing snow from any common area" and a nonrefundable \$250 community fee for "costs 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, absent other contrary or confusing lease terms, be allowed. Nonrefundable fees in any amount may be charged as long as the tenant accepts them by undertaking the tenancy.

Q4 Once collected, what must the landlord do with the security deposit?

The landlord must either:

- 1) Deposit the money with a regulated financial institution (for example, a bank or credit union), OR
- 2) Deposit a cash bond or surety bond, to secure the entire deposit, with the Secretary of State. (Note: If the landlord does this, he or she 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 (MCL 554.604).

Q5 Whose money is it anyway?

The security deposit is considered the lawful property of the tenant, until the landlord establishes a right to it (MCL 554.605).

If the landlord sells the rental property, he or she remains liable with respect to the tenant's security deposit until any ONE of the following occurs:

- 1) The landlord returns the deposit to the tenant, OR
- 2) The landlord transfers the deposit to the new owner and sends notice—by mail—to the tenant informing him or her of the new owner's name and address, OR
- 3) The new owner deposits the money with a regulated financial institution or deposits a bond as discussed in the answer to Q4 (MCL 554.614).

Q6 What rights and responsibilities does the landlord have with regard to the tenant's security deposit?

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 the following:

- 1) The landlord's name and address for receipt of communications regarding the tenancy; AND
- 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 (MCL 554.603).

Generally these notices are found in the lease itself.

Q7 What is the point of the inventory checklist?

The checklist preserves some proof of the condition of the property when the tenant moved in. The landlord must provide the tenant at move-in with 2 identical blank copies of an inventory checklist, referencing all items in the rental unit that belong to the landlord. 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 **7 days** after moving in, unless the landlord and tenant agree to a period of time shorter than 7 days (MCL 554.608). (See sample on page 41)

Note: The tenant may request a copy of the termination inventory checklist (generally referred to as the itemized list of damages) for the previous tenant. If requested, the landlord must provide a copy to the tenant.

Q8 Is it important to properly complete the inventory checklist?

Yes. The checklist preserves some proof of the condition of the property when the tenant moves in. If the tenant fails to note on the checklist existing damages, things that do not work, or things that are missing, or fails to return it at all, and a dispute over damages to the property occurs at the end of the lease, it may be very difficult for the tenant to convince a court that the property was damaged, did not work, or was missing when the tenant moved in.

Note: Take photos or video recordings of the rental unit, regardless of being a landlord or tenant.

B. RECOVERING THE SECURITY DEPOSIT AT THE END OF THE TENANCY

Q1 What must the TENANT do at the end of the lease?

The tenant **MUST** provide his or her forwarding address—in writing—to the landlord within **4 days** of moving out. **Calling or telling the landlord, or landlord's agent, won't do.** While the landlord must inform a

tenant of this at the beginning of the lease, all too often a tenant may forget to do this when he or she moves out. Without a forwarding address, the landlord has no duty to make arrangements for returning the deposit.

(MCL 554.611. Michigan Attorney General Opinion No. 5160, released January 6, 1978) If the forwarding address is provided within the 4 days, the landlord has 30 days from move-out to respond.

Q2 What must the LANDLORD do at the end of the lease?

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

- 1) Return the entire amount of the deposit by check or money order, OR
- 2) 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).

The itemized list 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."* (MCL 554.609, 554.610) (See example on page 49)

Q3 What must the tenant do when he or she receives the itemized list of damages?

If the tenant disputes any of the items on the itemized list, the tenant **MUST** respond—in detail, by mail—within **7 days** of his or her receipt of that list. (MCL 554.612) "Responding in detail" means giving reasons why the tenant disputes each item of damage and the amount assessed against the security deposit, and why the tenant should not be responsible. *Simply making a blanket statement that the tenant does not agree will not do; the tenant must address each item on the list individually. The tenant's detailed response must be sent to the landlord by mail.*

Q4 What must the landlord do once he or she receives 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:

- 1) Negotiate or mediate an agreement in writing with the tenant; OR

- 2) Commence an action in court for a money judgment for damages that he or she claimed against the tenant's security deposit, which the tenant disputes. (MCL 554.613)

Remember, the security deposit remains the tenant's property until the landlord perfects a claim to it—either by agreement or by court order. If the landlord and tenant cannot agree and if the landlord goes to court, he or she **MUST** prove that the tenant is actually responsible for the damages.

Q5 Who must file suit—the landlord or the tenant—for the security deposit?

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

The landlord may file suit within 45 days from termination of occupancy. If both the tenant and the landlord have followed the security deposit timeline perfectly and there still remains a dispute on the amount of damages assessed against the tenant's security deposit, the landlord **MUST** file suit to retain the deposit. If the landlord does not file suit, he or she may be liable to the tenant for **double** the amount of the security deposit retained. (MCL 554.613)

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

- 1) The tenant failed to provide his or her forwarding address in writing within 4 days of terminating occupancy; OR
- 2) The tenant failed to respond—by mail—to the itemized list of damages within 7 days of receiving it; OR
- 3) The landlord failed to return the tenant's deposit after receiving the tenant's response disputing the amount assessed against it.

Q6 If the landlord fails to follow the law as to a security deposit and has to return all of it, can the landlord still sue the tenant?

Yes. It is important for tenants to understand that these procedures relate to only a security deposit. What is known as the "common law" still gives a landlord the right to sue and recover any unpaid rent or utilities that the tenant owes, or for damages or more than usual wear and tear to the premises. It may be more difficult for the landlord to recover money from a tenant without the security of a security deposit, but the landlord's efforts may make life unpleasant for the tenant.

C. Security Deposit Timeline

<i>Security Deposit</i>	<i>Landlord's Duties</i>	<i>Tenant's Duties</i>
Beginning of Lease (generally move-in) MCL 554.602, 554.604, 554.605, 554.608(2)	A security deposit, if required, shall not exceed 1.5 times the monthly rent. Deposit tenant's security deposit in a regulated financial institution OR file a surety bond with the state. Provide tenant: 1. A copy of the lease, and 2. Two blank copies of the inventory checklist.	The security deposit is the lawful property of the tenant. <i>Recommendation:</i> Read the lease (preferably before signing it) and all other information provided to you by the landlord. Request from the landlord the inventory checklist and/or itemized list of damage report from previous tenancy.
Within 7 days from move-in (landlord and tenant may agree to a shorter period, but not a longer period) MCL 554.608(3)	<i>Recommendation:</i> Keep tenant's completed checklist.	Return to landlord the completed inventory checklist, noting condition of rental unit (add pages if necessary); be sure to keep a copy yourself.
Within 14 days from move-in MCL 554.603	Provide tenant in writing: 1. Landlord's name and address for receipt of rent and communications; and 2. Where tenant's security deposit will be held (name and address of the financial institution or surety bond company). 3. Include specific statutory notice of tenant's duty to provide forwarding address within 4 days of move-out.	<i>Recommendation:</i> Read the information provided to you by the landlord.
Move-out (not necessarily the end of the lease) MCL 554.608(5)	Complete a termination inventory checklist, noting condition of rental unit.	<i>Recommendation:</i> Remove all personal property, clean the rental unit, and turn in keys.
Within 4 days after move-out MCL 554.611	<i>Recommendation:</i> Keep a copy of tenant's forwarding address.	Provide landlord in writing (not orally) your forwarding address.
Within 30 days after move-out MCL 554.609	Mail to tenant an itemized list of damages, with proper statutory notice provision claimed against tenant's security deposit accompanied by a check or money order for the difference. Only unpaid rent, unpaid utility bills, and damages to the rental unit beyond reasonable wear and tear caused by tenant may be claimed against the deposit (not cleaning fees).	<i>Recommendation:</i> Watch for the itemized list of damages in the mail.
Within 7 days of tenant's receipt of landlord's itemized list of damages MCL 554.612	Watch for tenant's response to the itemized list of damages by mail.	Respond in detail, by ordinary mail, indicating agreement or disagreement with the damages charged. Be sure to count the days; the date of mailing is considered the date of response.
Within 45 days—not thereafter—of move-out MCL 554.613	To be entitled to keep the disputed amount of security deposit, file suit against tenant for damages—unless an exception applies.	If suit is filed, appear in court and defend. <i>Note:</i> If suit is not filed, you may file suit for recovery of your security deposit.

Subleasing

Subleasing occurs when a tenant permits another party to lease the rental property that the tenant has leased from the landlord. (*Note:* Usually, the lease or the landlord must allow the original tenant to sublease, and most leases specify that the landlord must approve of the subtenant.) The tenant, then, assumes the position of landlord in relation to his or her subtenant. Subleasing usually occurs because the tenant has signed a fixed-term lease and wants—for whatever reason—to get out of the lease before it expires. Since the original tenant is bound by the terms of the lease, he or she cannot simply leave the property and stop paying rent. To avoid the financial burden of the unexpired portion of the lease, the tenant usually tries to find a subtenant who will assume that burden.

Word of warning: Subleasing is not without its problems—so put it in writing. Under a sublease, the original tenant is still bound by contract to the landlord by 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.

The following are important terms to understand:

■ **Landlord:** The party agreeing to transfer possession and use of the rental property, usually the owner.

■ **Tenant or Sublessor:** The party taking possession and use of the rental property from the landlord under a lease contract and then agreeing to transfer possession and use of the property to a subtenant.

■ **Subtenant or 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, again, possession and use of the rental property. (*See sample Sublease, page 37.*) A written sublease contract provides the best protection. Because a sublease can 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.

Q1 Does the landlord have to agree to the sublease?

Generally, yes. 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. But if the original lease agreement is silent, then the tenant need not seek the landlord's permission before entering into a sublease. However, as a practical matter, the tenant should notify the landlord of the sublease ahead of time. First check the terms of the original lease. Then, if permission is required, check with the landlord.

Q2 If the tenant is to sublease, what exactly can be subleased?

The tenant can only sublease the rights he or she has been given in the original lease—no more. 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. On the other hand, the tenant may decide to sublet less than all of the rights he or she has been given in the original lease (e.g., he or she may decide to return to the rental property).

Q3 What duties does the original tenant have when subleasing?

Generally, when a tenant subleases, he or she assumes the position of landlord in relation to his or her subtenant. Accordingly, all of the laws that apply to landlords apply to a tenant who subleases. These duties are explained in other parts of this book. 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 still remain the ultimate duty of the original landlord. Because the subtenant, in a sublease, has no relationship with the original landlord, repair requests technically must be made by the original tenant to the landlord. In practice, however, this may not be the case; many times, the landlord, in granting the original tenant permission to sublease, will be aware of the subtenant's presence and will respond to his or her requests.

Q4 What about the security deposit?

Because 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 or 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.

Collecting a security deposit from the subtenant. If the original tenant decides to collect a security deposit from the subtenant, he or she would simply follow all of the normal steps that any landlord would in collecting a security deposit. 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. (See Security Deposit section, page 7.)

Q5 What if the subtenant stops paying rent?

Two things may be done to help protect against this:

- 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. When the subtenant is required to pay rent directly to the original tenant—and the tenant pays the usual rent to the landlord—there is much less risk.

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 the subtenant. The tenant's recourse is with the subtenant, under the sublease.

For this reason, it is 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, asking for a reference from a previous landlord).

Q6 Can the original tenant be released from the obligations under the lease?

Sometimes, yes. Subleasing can be a complicated procedure, particularly if the tenant is leaving the area for the period of the sublease. There are two ways that a tenant can be released from the obligations under the lease, a situation that differs from a sublease agreement:

- 1) **By 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. (*Note:* 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.)
- 2) **By assignment with a mutual agreement.** The legal differences between an assignment and a sublease are somewhat complicated. Generally, an assignment is created when a tenant transfers his or her interest in the premises for the entire term, a sublease when he or she transfers the interest for less than the entire term. However, for an assignment, as for a sublease, unless the landlord agrees differently, the original tenant is not relieved of his or her contractual duties under the lease. Yet, if the parties reach a mutual agreement, the original tenant is "cut out" of the entire lease agreement and the new person steps into his or her 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. ***Note:* If the landlord does allow an assignment under these terms, the tenant should be sure to receive from the landlord a signed document describing the assignment and the release of obligations.**

Eviction Proceedings

If the landlord wishes to remove a tenant from his or her rental property, the landlord must use the eviction process. The process is called a Summary Proceeding, and it moves quickly to restore rental property to the person lawfully entitled to possession.

The process starts with a notice, usually called a "Notice to Quit" or a "Demand for Possession" but for simplicity, it can be called an **eviction notice**. If the landlord is successful in proving his or her case, an order of eviction may be issued and a court officer may remove the tenant and the tenant's personal items from the rental property. It is important to remember that there are many steps in the eviction process before the tenant is physically removed—and most landlords and tenants reach a settlement before the matter moves that far.

The landlord must never forcibly remove the tenant (or occupant) himself or herself (MCL 600.5711). This includes 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 monetary damages (MCL 600.2918).

A. STARTING THE EVICTION PROCESS— BEFORE GOING TO COURT

Q1 What lawful reason(s) must be given to evict a tenant?

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

- 1) Nonpayment of rent (MCL 600.5714(1)(a));
- 2) Extensive and continuing physical injury to property (MCL 600.5714(1)(d));
- 3) Serious and continuing health hazard (MCL 600.5714(1)(d));
- 4) Illegal drug activity on the premises and a formal police report filed (a lease provision must allow for such termination) (MCL 600.5714(1)(b));
- 5) Physical violence or threat of violence to another person on the landlord's property by a tenant, member of the tenant's household, or person under the tenant's control, and a formal police report filed (MCL 600.5714(1)(e));
- 6) Violation of a lease provision and the lease allows for termination (MCL 600.5714(1)(c)(i));
- 7) Forceful entry OR peaceful entry, with forceful stay OR trespass (MCL 600.5714(1)(f));
- 8) Holding over after natural expiration of lease term (MCL 600.5714(1)(c)(i));
- 9) "Just cause" for terminating tenant of mobile home park ("just cause" is defined for this purpose by MCL 600.5775, see MCL 600.5714(3));
- 10) "Just cause" for terminating tenant of government-subsidized housing. (Note: "Just cause" is defined by statute, see MCL 125.694a and 600.5714(2)).

Q2 If one roommate moves out and stops paying rent, can the other tenant(s) 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 actually pays what amount is of no concern to the landlord.

Most leases include a provision that holds all tenants "jointly and severally liable" for any and all violations of the lease. **This means that each person is responsible not only for his or her individual obligations but also for the obligations of all other tenants**. This includes paying rent and performing all other terms of the lease. Therefore, if only one tenant stops paying the rent (or violates any other provision of the lease agreement), the landlord may choose to evict any or all of the tenants. In addition, the landlord may choose to collect the rent or other money for damages incurred from any or all of the tenants.

Q3 What is proper notice of eviction and how important is it?

Proper notice is very important. It is a type of due process, to safeguard and protect individual rights provided by law. If the landlord wishes to remove a tenant from his or her rental property, the landlord must use the eviction process—and it begins with proper notice. Before a court will enter a landlord's request for an **Order of Eviction**, the tenant must have been given a proper eviction notice (usually a "Notice to Quit" or "Demand for Possession").

Many times the rental problem can be fixed with nothing more than the eviction notice. For example, if the tenant simply forgot to pay the rent, the notice may serve as a reminder—and

once he or she pays 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 (either 24 hours or 7 days or 30 days), because of a specified reason or problem—otherwise, court action will be taken. The notice may allow the tenant time to correct the problem (like paying the rent, if nonpayment of rent is the reason for eviction).

The eviction notice **MUST** include certain information or the notice is not proper (MCL 600.5716). While many district courts provide standard eviction forms, a letter can accomplish the same as long as it contains all of 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.

Note: Under MCL 600.5716, the demand for possession or payment must be in writing. This means that an oral demand for possession or rent will not be recognized by the court in Michigan.

Q4 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 or 7 days or 30 days (MCL 600.5714).

A 24-HOUR NOTICE is required for the following reason:

Illegal drug activity on the premises and a formal police report filed (a lease provision must allow for termination).

A 7-DAY NOTICE is required for the following reasons:

- 1) Nonpayment of rent;
- 2) Extensive and continuing physical injury to property;
- 3) Serious and continuing health hazard; OR
- 4) Injury or threatened injury to another person.

A 30-DAY NOTICE is required for the following reasons:

- 1) Violation of a lease provision and the lease allows for termination for that violation;
- 2) Forceful entry OR peaceful entry, with forceful stay OR trespass;
- 3) Holding over after natural expiration of lease term;
- 4) "Just cause" for terminating tenant of mobile home park; OR
- 5) "Just cause" for terminating tenant of government-subsidized housing.

Q5 Once the proper notice is prepared, how must it be delivered to the tenant?

Once the eviction notice is prepared, it must be properly delivered to the tenant (MCL 600.5718). The eviction notice **MUST** be delivered:

- 1) In person to the tenant; OR
- 2) At the rental property, to a member of the tenant's household—of suitable age—requesting that it be delivered to the tenant; OR
- 3) By first-class mail, addressed to the tenant; OR
- 4) By electronic service if the tenant has in writing specifically consented to electronic service and if the consent or confirmation of the consent has been sent by 1 party and affirmatively replied to, by electronic transmission, by the other party. The electronic address used by the party shall be considered to remain the correct, functioning electronic service address unless that party notifies the other in writing that that party 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).

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

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

B. TAKING THE ACTION TO COURT

Q1 What must the landlord do to begin a lawsuit for eviction?

If some agreement or understanding cannot be worked out by the parties, and if the eviction notice has been properly delivered and the 24-hour or 7- or 30-day time period has passed, the landlord may commence a lawsuit—known as a Summary Proceedings action (MCR 4.201). This section will outline how the landlord may bring an action, and what the tenant can expect when being sued.

The Paperwork. The paperwork necessary to begin a lawsuit includes the following:

- 1) Summons;
- 2) Complaint;
- 3) Copy of the Notice of Eviction (attached to the Complaint); and

4) Lease (attached to the Complaint).

Most district courts will provide the landlord with preapproved court forms, if requested. These forms meet all Michigan statutory and court-rule requirements. However, they must be properly filled out.

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

The Complaint tells the court why the landlord seeks to regain possession of his or her rental property—much the same as the original Notice of Eviction. 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 the date(s) the payments became due; and
- 5) Allegations that the landlord has kept the residential rental property fit for the use intended and 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).

The following paperwork MUST BE ATTACHED to the Complaint:

- 1) A copy of the Notice of Eviction; and
- 2) The lease (unless the tenancy was created by an oral agreement).

The Summons **MUST** accompany the Complaint, commanding the tenant to appear at the district court for trial. It **MUST** also include information advising the tenant that:

- 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, to contact the State Bar of Michigan or a local lawyer referral service;
- 3) If the tenant cannot pay for an attorney, he or she might qualify for legal-aid 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).

Proper filing of the paperwork with the court. The paperwork **MUST** be properly filed with the appropriate district court, as 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 local court to determine the proper district court for your lawsuit.

Proper delivery of the paperwork to the tenant. The paperwork **MUST** be properly delivered to the tenant, notifying him or her that legal action has begun (and proof of how and when they were delivered must be filed with the court). **The Summons and Complaint and a copy of the original Notice of Eviction and Lease MUST be properly delivered to the tenant BY MAIL AND ONE OTHER WAY:**

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

Note: This delivery method differs slightly from delivery of the initial Notice of Eviction. Here, two methods of delivery are required.

Q2 What must the tenant do after receiving the Complaint?

The lawsuit for eviction is like any other lawsuit. Once a Complaint is received, the tenant **MUST APPEAR AND ANSWER** by the date on the Summons. The time period is short—generally 3-10 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. Also at this time, the tenant can state a counterclaim with the answer and request a jury.

LANDLORD'S CHECKLIST FOR COMMENCING AN EVICTION PROCEEDING

- ☐ The **Notice of Eviction** was properly delivered to the tenant and the proper time period, either 24 hours or 7 days or 30 days, has passed.
- ☐ The preapproved court forms—the **Complaint and Summons**—are properly completed.
- ☐ Copies of the **Notice of Eviction and Lease** are attached to the Complaint.
- ☐ All paperwork is filed with the appropriate district or municipal court.
- ☐ All paperwork is properly delivered to the tenant.

Q3 What happens if the tenant fails to appear and answer after receiving the Complaint?

If the tenant does not appear at the district 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. And 10 days later, 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 his or her automobile. Further, a money judgment may appear on the tenant's credit report, hindering his or her ability to get a loan or a credit card.

Notice to the tenant: Do not fail to appear and answer!

Q4 Once a lawsuit is started, can the parties still try to negotiate or mediate an agreement?

Up until trial, the parties may reach an agreement and settle the case themselves OR they may decide to resolve their dispute through mediation.

Community Mediation. 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 pages 21-22 for the names, locations, and phone numbers of the Michigan Community Mediation Centers that can be contacted for assistance.)

Q5 If the parties reach an agreement, do they still have 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—minutes before trial. The parties may either:

- 1) Sign an agreement called a "Consent Judgment," putting an end to the case by consent and by order of the judge; OR
- 2) Agree to a dismissal subject to some condition (e.g., tenant paying rent by a particular day, tenant voluntarily vacating the rental property by a particular day). Once the condition is satisfied, the judge will order the dismissal.

If a Summons has been issued, the tenant must show up at the court. If an agreement is

reached, the court must be notified. Whether the landlord and tenant must appear before the judge to put their agreement on the record is up to the judge.

Q6 What possible defenses to a lawsuit for eviction might a tenant have?

If the tenant has exhibited certain lawful behavior, Michigan law provides the tenant with a defense that will apply—even if the landlord can prove any of the ten reasons for a lawful eviction. There are also other defenses that may apply, depending on what the reason for the eviction is. The most common defenses are:

- 1) **A claim of retaliatory eviction.** Under MCL 600.5720, there exists a presumption of retaliation if the landlord started the eviction proceedings within 90 days after the tenant tried to enforce his or her 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 tenants' 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. Retaliatory eviction is a defense to any eviction proceeding.
- 2) **Full payment of the rent due.** If the eviction is for nonpayment of rent, after the complaint was filed, the tenant may have actually paid the total amount of rent due.
- 3) **Landlord's breach of the warranty of habitability and duty to repair.** The landlord must have been provided with notice of the problem, generally in writing, and 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. (That portion of 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, he or she was ready, willing, and able to pay the rent."**

Having a defense and being able to prove it are two different things. If the tenant is successful in offering his or her proofs, the tenant is generally allowed to remain in possession of the rental property. The Court may not order eviction if the Court believes that the

tenant complied with the law and acted only to protect his or her rights, even though the landlord may have had a lawful reason to evict.

Q7 What can the parties expect to see happen at trial?

If the parties to a lawsuit for eviction cannot otherwise reach an agreement, they will have to go to court to have things decided for them. Judges generally encourage the parties to reach a settlement; the attorneys who are there on behalf of the parties also encourage their clients to do so. If they cannot, 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 (at least 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 he or she is entitled to regain possession as owner of the rental property. The **tenant** may next offer evidence that even though there is a lawful reason, a legal defense exists that protects him or her from being removed. (See Landlord's list of lawful reasons and tenant's list of defenses, pages 13 and 16, respectively.)

After both parties have had 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).

Q8 If the landlord wins the lawsuit for eviction, how soon can the tenant and his/her personal property be removed?

Even if the landlord wins the lawsuit for eviction, unless the law provides differently, as discussed below, **the court cannot issue an Order of Eviction for at least 10 days** (MCL 600.5744). This allows time for the tenant to cure by paying the rent owed, if that was the reason for eviction. It also allows time to work out an agreement or file an appeal and pay appeal fees.

Only after waiting 10 days can the prevailing landlord request that the judge issue an Order of Eviction. However even then 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; and that officer is generally the sheriff or someone from the sheriff's office. **This is called executing the Order of Eviction.**

An Order of Eviction can be issued immediately under MCL 600.5744(3) under certain circumstances. Several of these are unlikely to apply to the typical tenant. Those that might are:

(a) The premises are government-subsidized housing and a required certificate or temporary certificate of compliance has not been issued and the premises have been ordered vacated.

(b) Entry was made peaceably but possession is unlawfully held by force.

(c) The tenant, willfully or negligently, is causing a serious and continuing health hazard to exist on the premises or is causing extensive and continuing injury to the premises and is neglecting or refusing either to deliver up possession after demand or to substantially restore or repair the premises.

(d) The eviction is based on illegal drug activity on the premises.

Q9 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, or in very rare cases, even without ordering return of the premises, the judge (or jury) may award the landlord a money judgment for such items as unpaid rent, unpaid utilities, damages to the rental property 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. This is something to consider when thinking about settling a case, if the landlord has a strong case – see Q4 and Q5. Will the landlord give up a claim for money if the premises is returned peaceably and immediately? Will the landlord accept less than the full amount asked for if the payment is in cash right away? Will the landlord accept a payment schedule? If the option to pay is still available, the losing party (if financially able) should remit 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).

Remember that a lease agreement—whether written or oral—is a contract, enforceable by law. Both parties have rights and obligations under the lease. Simply having the tenant removed from the rental property may not provide the landlord with all that he or she is entitled to receive under the lease. (See Eviction Timeline, pages 18-19.)

C. Eviction Timeline

Eviction Timeline	<p>Some incident gives rise for eviction. MCL 600.5714</p> <p>24-HOUR NOTICE is required for the following reason: Illegal drug activity and formal police report filed (a lease provision must allow for termination).</p> <p>7-DAY NOTICE is required for the following reasons:</p> <ol style="list-style-type: none"> 1) Nonpayment of rent; 2) Extensive and continuing physical injury to property; 3) Serious and continuing health hazard; 4) Injury or threatened injury to another person. <p>30-DAY NOTICE is required for the following reasons:</p> <ol style="list-style-type: none"> 1) Violation of a lease provision and the lease allows for termination; 2) Forceful entry OR peaceful entry, but forceful stay OR trespass; 3) Holding over after natural expiration of lease term; 4) Just cause for terminating tenant of mobile home park; 5) Just cause for terminating tenant of government-subsidized housing. 	<p>BEGIN THE LAWSUIT: After the time period in the notice has expired—either 7 days or 30 days—if things cannot be worked out: File with the district court and serve on the tenant a Summons and Complaint. MCL 600.5735</p>
Landlord's Duties	<p>Provide proper notice of intent to evict. MCL 600.5716, 600.5718 Forms DC 100a, DC 100c (from the court)</p> <p>The notice MUST:</p> <ol style="list-style-type: none"> 1) Be in writing; 2) Be addressed to the tenant; 3) Describe the rental property (address is sufficient); 4) Give reason for eviction; 5) State the time for tenant to take remedial action; 6) Include landlord's signature; and 7) Include date. <p>The notice MUST be delivered:</p> <ol style="list-style-type: none"> 1) In person to the tenant, OR 2) At the rental property, to a member of the tenant's household—of suitable age—requesting that it be delivered to the tenant, OR 3) By sending it through first-class mail addressed to the tenant. 	<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. Landlord MUST attach the following:</p> <ol style="list-style-type: none"> 1) A copy of the Lease; AND 2) A copy of the notice to quit or demand for possession—stating when and how it was delivered. <p>Michigan Court Rule 4.201(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> <ol style="list-style-type: none"> 1) Personally, OR 2) Sent by mail—certified, return-receipt, restricted delivery, OR 3) At the rental property, to a member of the tenant's household—of suitable age—requesting that it be delivered to the tenant, OR 4) After diligent attempts at personal service, by securely attaching the papers to the main entrance of the rental property unit. <p>Michigan Court Rule 4.201(D)</p>
Tenant's Duties	<p>Read the notice. Certain reasons for eviction CAN be cured (e.g., nonpayment of rent can be cured by paying the rent). Certain reasons CANNOT be cured and 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 reach an agreement to remain in the rental property.</p>	<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 and ANSWER the Complaint by the date on the Summons. You can do this either in writing OR orally at the hearing.</p> <p><i>NOTE:</i> If you are unfamiliar with this process and need assistance, please seek competent legal advice and/or attorney services.</p>

C. Eviction Timeline (continued)

Eviction Timeline	<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>JUDGMENT: After trial, the judge will render a decision either in favor of the:</p> <ol style="list-style-type: none"> 1) Landlord (evicting the tenant), OR 2) Tenant (allowing him or her to remain in possession). <p>A money award may also be entered for damages incurred by either party. Michigan Court Rule 4.201(K)</p>	<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>EVICTIION: After 10 days—a Writ of Eviction may be requested, issued, and executed. MCL 600.5744(5); 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. MCL 600.5744(3)</p>
Landlord's Duties	<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 \$40 and goes up depending on the amount in controversy.)</p> <p>Provide testimony, documents, and other evidence to show that you are lawfully entitled to recover possession of your rental property.</p>	<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. MCL 600.5741</p> <p>If judgment is for the tenant, he or she may remain in possession of your rental property.</p>	<p>Decide whether to appeal in the allotted time frame.</p>	<p>Once the Sheriff executes the Writ, you regain possession of your rental property.</p>
Tenant's Duties	<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. (The fee starts at \$40 and goes up depending on the amount in controversy.)</p> <p>Defending 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>If judgment is for you, the tenant, you may remain in possession of the rental property. MCL 600.5747</p> <p>If judgment is for the landlord, you must either:</p> <ol style="list-style-type: none"> 1) Make full payment (if the eviction can be cured by payment), OR 2) Settle the dispute, OR 3) Move out, OR 4) Appeal the judge's decision. 	<p>Decide whether to appeal in the allotted time frame.</p>	<p>If the reason for the eviction was 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 your items out.</p>
<p style="text-align: center;">FROM START TO FINISH— IT CAN TAKE AS FEW AS 21 DAYS OR AS MANY AS 57 DAYS TO EVICT A TENANT</p>				

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 voluntary, empowering, confidential, convenient, effective, and provided at little or no cost. There are mediation centers throughout Michigan that can be called for assistance.

Mediation is:

- 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 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.

THE MEDIATION PROCESS

- 1) Any person or organization may initiate mediation.
- 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.



MICHIGAN'S COMMUNITY DISPUTE RESOLUTION PROGRAM

Mediation centers provide conciliation, mediation, and other forms of dispute resolution under Michigan's Community Dispute Resolution Act. For more information, visit courts.mi.gov, call 1-800-8-RESOLVE (1-800-873-7658) or contact your county district or circuit court.

**BERRIEN, Branch, Cass, St. Joseph,
Van Buren**

Citizens Mediation Service, Inc.
811 Ship Street, Suite 302
St. Joseph, MI 49085
Phone: (269) 982-7898
Fax: (269) 982-7899
Website: www.citizensmediation.org

**GRAND TRAVERSE, Antrim, Benzie, Leelanau,
Missaukee, Wexford**

Conflict Resolution Services, Inc.
521 S. Union Street
Traverse City, MI 49684
Phone: (231) 941-5835
Fax: (231) 941-4530
Website: www.CRSmediationTC.org

CHARLEVOIX, Emmet

Citizen Dispute Resolution Service, Inc.
Northern Community Mediation
415 State Street
Petoskey, MI 49770
Phone: (231) 487-1771
Fax: (231) 487-1770
Website: www.northernmediation.org

**INGHAM, Clinton, Eaton, Gratiot, Isabella,
Shiawassee**

Resolution Services Center of Central Michigan
516 South Creyts Road, Suite A
Lansing, MI 48917
Phone: (517) 485-2274
Fax: (517) 485-1183
Website: www.rscem.org

CHIPPEWA, Luce, Mackinac

Eastern UP Dispute Resolution Center, Inc.
P.O. Box 505
Sault Sainte Marie, MI 49783
Phone: (906) 253-9841
Fax: (888) 664-6402
Website: www.eupmediate.com

JACKSON, Hillsdale, Lenawee, Monroe

Southeastern Dispute Resolution Services
211 W. Ganson Street, Suite 105
Jackson, MI 49204
Phone: (517) 990-0279
Website: www.co.jackson.mi.us

**DELTA, Baraga, Dickinson, Gogebic, Houghton,
Iron, Keweenaw, Menominee, Ontonagon,
Schoolcraft**

Resolution Services Program
UPCAP Services, Inc.
P.O. Box 606
Escanaba, MI 49829
Phone: (906) 789-9580
Fax: (906) 786-5853
Website: www.upcap.org

KALAMAZOO, Barry, Calhoun

Dispute Resolution Services
Gryphon Place
3245 South 8th Street
Kalamazoo, MI 49008
Phone: (269) 381-1510
Crisis Line: (269) 381-HELP (4357)
Website: www.gryphon.org

**GENESEE, Arenac, Bay, Clare, Gladwin,
Midland, Ogemaw, Roscommon, Saginaw**

Community Resolution Center
315 East Court Street, Suite 200
Flint, MI 48502
Phone: (810) 249-2619
Fax: (810) 239-9545
Website: www.mediation-crc.org

**KENT, Ionia, Lake, Mecosta, Montcalm,
Newaygo, Osceola**

Dispute Resolution Center of West Michigan
678 Front Avenue, NW, Suite 250
Grand Rapids, MI 49504-5368
Toll-Free: (800) 873-7658
Phone: (616) 774-0121
Fax: (616) 774-0323
Website: www.drcwm.org

**MACOMB, Huron, Lapeer, Sanilac, St. Clair,
Tuscola**

The Resolution Center
176 South Main Street, Suite 2
Mt. Clemens, MI 48043
Phone: (586) 469-4714
Website: www.theresolutioncenter.com

MARQUETTE, Alger

Marquette-Alger Resolution Service
715 West Washington Street, Suite A
Marquette, MI 49855
Toll-Free: (800) 873-7658
Phone: (906) 226-8600
Website: www.marsmediation.org

MUSKEGON, Manistee, Mason, Oceana

Mediation & Restorative Services
27 East Clay Avenue
Muskegon, MI 49442
Phone: (231) 727-6001
Fax: (231) 727-6011
Website: www.mediatewestmichigan.com

OAKLAND

Oakland Mediation Center, Inc.
550 Hulet Drive, Suite 102
Bloomfield Hills, MI 48302
Phone: (248) 338-4280
Fax: (248) 338-0480
Website: www.mediation-omc.org

**OTSEGO, Alcona, Alpena, Cheboygan,
Crawford, Iosco, Kalkaska, Montmorency,
Oscoda, Presque Isle**

Community Mediation Services
114 East Main Street, Suite 1
Gaylord, MI 49735
Phone: (989) 732-1576
Fax: (989) 705-1337
Website: www.mimmediation.com

OTTAWA, Allegan

Mediation Services
Center for Dispute Resolution
Courthouse Square
68 West 8th Street, Suite 220
Holland, MI 49423
Phone: (616) 399-1600
Fax: (616) 399-1090
Website: www.mediationservices.works

WASHTENAW, Livingston

Dispute Resolution Centers of Michigan, Inc.
The Dispute Resolution Center
4101 Washtenaw Avenue, Suite B125
Ann Arbor, MI 48108
Phone: (734) 794-2125
(517) 546-6007
Fax: (734) 794-2126
E-Mail: thedrc@ewashtenaw.org
Website: www.thedisputeresolutioncenter.org

WAYNE

Wayne Mediation Center
Garrison Place
19855 West Outer Drive, Suite 206 - East Building
Dearborn, MI 48124
Phone: (313) 561-3500
Website: www.mediation-wayne.org

Please Note: Organizations listed on pages 21 and 22 are gathered from several court and government authority lists and may not represent all community dispute resolution programs available in your area. These organizations may charge fees for their services.

Small Claims Court

If you feel an individual or a business has treated you unfairly and you believe they owe you money, there is something you can do about it. If your community has a mediation program, you and the person with whom you are having a dispute can try to work the problem out with the help of a neutral mediator. If you cannot resolve your problem informally through mediation, you may be able to file a lawsuit in small claims court.

Note: This court has a limited claim dollar amount. See MCL 600.8401.

Q1 What is a small claims lawsuit?

In the small claims division of the district court, you can bring a lawsuit against anyone who owes you money. Small claims courts are designed to operate informally and without attorneys present. **If you feel you need an attorney to represent you, the matter must be filed in district court.** In small claims court you represent yourself, speaking directly to the judge or attorney magistrate. You also provide your own evidence and present witnesses you wish to speak on your behalf. Simply tell the judge why you feel owed money. The person or business you are suing will also have the opportunity to tell their side of the case. After hearing both sides, the judge will decide whether money is owed to either party and if so, how much.

When deciding whether to file a claim, consider whether the person you are suing has any income. Even if the judge grants you a judgment, if the person you sued has no income, it will be difficult for you to collect any money. You might want to check this out before you invest your time and money in filing a claim.

Q2 Why not try mediation before starting a lawsuit?

Filing a lawsuit in court should be used as a last resort. Make sure you have discussed your problem with the person or business you are thinking about suing. In many cases, people and businesses do not know that someone has a dispute with them until they receive court papers. If talking the problem over does not work, consider using mediation instead of going to court.

Mediation is discussed in the previous section. Mediation is fast, either free or low cost, and effective in resolving many disputes including landlord/ tenant, consumer/merchant, and neighborhood disputes. In most cases, a mediation meeting can be set up within 10 days, and 90 percent of all cases that agree to use a mediation service result in agreements acceptable to all sides. **If you can work out your dispute in mediation, you may not need to go to court.**

Q3 How does a small claims lawsuit begin?

If you cannot resolve your dispute through mediation, you can file a claim against the person or business in the small claims division of district court. To start the case, you (the plaintiff) must file an Affidavit and Claim form in the city or county where the transaction in dispute took place, or where the person or business you are suing is located. If you are suing more than one person or business, the suit may be filed in the district court in which any of the persons live or where any of the businesses operate.

At court, tell the clerk you want to file a small claims case. You will be given an Affidavit and Claim form to fill out. Some forms may be available online to fill out, print off and bring to court to file. On the form, list the name of the person or business you are suing, the reasons why you are suing and the amount for which you are suing.

There is a cost for filing a small claim, which may include postage and service fees; you will need to contact the court for this information. Be sure to bring this amount with you when you file your claim. The amount can

be made a part of the judgment if the judge decides in your favor.

After you have filed your affidavit and claim, the court will notify the other party that you have filed a claim against them and the date they are to be in court. The defendant may respond before the hearing.

The defendant may offer to settle out of court after learning you have filed a suit. If you settle the matter out of court, you can either voluntarily dismiss your lawsuit or obtain a judgment. If you want an enforceable judgment, the terms of your agreement must be spelled out in writing and signed by both you and the defendant. A copy of the agreement must be filed with the court.

Q4 What happens when you are sued in small claims court?

If you are served with court papers from the small claims division court of the district court, you are called the defendant. You have several ways to respond to the affidavit and claim.

If you want to deny the claim, you must either answer the complaint before the hearing date or appear in court on the hearing date, bringing with you any evidence you have to support your denial. If you want an attorney to represent you, tell the court before the hearing; the case will be transferred from small claims court to the regular district court.

If you have a claim against the person who is suing you, you can also file a counterclaim. Your written counterclaim should be filed with the court and served by first-class mail to the person suing you.

If you fail to appear for the hearing, the court may enter a default judgment against you. This means the judge may grant a judgment for the plaintiff without hearing your response to the complaint.

The entry of a judgment may appear on your credit report.

Q5 How do I prepare for the hearing?

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

- 1) If both the person filing the lawsuit 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.
- 2) If the plaintiff does **not** appear, and the defendant does appear, the case may be dismissed.
- 3) If the defendant does **not** appear, the plaintiff may ask for a “default” judgment. This means that, if the judge decides the plaintiff has a good claim, the plaintiff can obtain a judgment without a hearing because the defendant did not appear to challenge the claim.

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

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

Either party has the right to ask that the case be heard in the general civil division of the district court. If you want to have the case moved to the general civil division of the district court, you can complete the **Demand for Removal** (form DC 86). Bring the form to the court before or on the day of the hearing. **You must file the form with the court clerk.** 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 attorney fees.

Q6 What happens at the small claims court hearing?

The hearing will usually take place at the court where you filed your claim. It is important to be there on time; if you filed the lawsuit and are not in court when your case is called, the case may be dismissed. If you are the defendant and are not in court when your case is called, a default judgment may be entered against you. Bring all of your relevant papers or other evidence and make sure your witnesses will be on time.

The court clerk will call your case and both parties will appear before the judge or magistrate. The judge or attorney magistrate will ask the plaintiff to state his or her claim. When the plaintiff has finished, the defendant will have an opportunity to explain his or her side of the case. Each party should listen carefully. If either party thinks someone is leaving something out or misstating facts, they should be sure to tell the judge or attorney magistrate. Both parties should take their time and tell what happened in their own words and why they think the order should be ruled in their favor. The plaintiff will be seeking the relief requested in the claim, while the defendant may ask the court to grant the relief requested, grant some other form of relief, or dismiss the claim altogether. Each party may present evidence to support his or her argument. Witnesses will be allowed to tell the court about facts they know that support the evidence.

A judge's decision in the small claims division is final. Neither party can appeal to a higher court once the judge has made a decision in the small claims division although, on petition by either party, the same judge may reopen the case. **If the case is heard by an attorney magistrate, either party may appeal the decision.** The case would be rescheduled before a district judge and both parties would explain their case again. The court prepares a Small Claims Judgment after the hearing. The court will also give or send the judgment to both parties.

Q7 If I win, how do I collect my money?

If you obtain a judgment against the defendant, the court will provide instructions regarding postjudgment collections. The defendant may pay the judgment plus court costs immediately after the hearing, but if he or she does not have the money to pay right away, the judge may allow a reasonable time to pay and may set up a payment schedule. If the defendant fails to pay the judgment when ordered, you must go back to the court and file additional papers to collect on the judgment by having their wages or bank account garnished or property seized. This cannot occur until 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 postjudgment collection efforts.



Repair and Maintenance

Repair and maintenance problems range from things that are merely annoying to things that pose an immediate threat to health and safety.

Note: Both the landlord and the tenant have some responsibility for maintenance.

There are three 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)—gas leak, flooding, defective furnace, major roof damage;
- 2) **Major problems** affect the quality of the residential environment, but not to the degree that the life of the occupant(s) is immediately endangered—defective water heater, clogged drain, heating problem in part of a house; and
- 3) **Minor problems** fall into the nuisance category—defective lighting or locks; dripping faucets; household pests; peeling paint and wallpaper.

A. RESPONSIBILITIES ARE SHARED WHEN MAINTAINING A RENTAL PROPERTY

Q1 What are the landlord's responsibilities?

Under Michigan statute, 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 the health and safety laws (MCL 554.139).

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

Unfortunately, the term “reasonable repair” is not defined by law—it is a question of fact and if litigated, would be decided by the judge (or jury). While it would certainly be 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 peeling wallpaper.

The landlord is relieved of the duty to repair and comply if the tenant's willful or irresponsible conduct or lack of conduct has caused the disrepair or violation of health or safety laws.

The landlord and the tenant may—by mutual agreement—modify these duties and make the tenant responsible for repairs, but only if the lease agreement has a current term of at least one year. In other words, if the lease term is less than one year, the landlord's duty cannot be modified.



Additionally, almost all courts recognize that implied in a residential lease agreement is the understanding that the rental property must be fit for habitation by humans. This means that the rental property must meet some minimum level of standard so as not to expose the occupants to unreasonable health risks. This implied duty cannot be modified or waived.

In addition to state law requirements, counties and municipalities are free to enact ordinances that require landlords to maintain rental property above minimum habitability standards and additional requirements. Most municipalities have a housing code protecting the health, safety, and welfare of their citizens. Some require that the rental property be inspected on a regular basis. Some even require licensing before a tenant can move in. Check with the local city or county government code enforcement office for additional standards imposed on landlords in maintaining their rental property.

Q2 What are the tenant's responsibilities?

Although responsibilities can be modified in certain instances—by mutual agreement between the landlord and tenant—a tenant is **generally 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) Exterminate insects that appear if they were not there when the tenant moved in; and
- 5) Leave the rental property in good condition—reasonable wear and tear excepted.

B. IMPORTANT STEPS TO TAKE IN SOLVING THE PROBLEM(S)

Depending on the problem, requesting that a repair be made could be as simple as a quick phone call or as complicated as filing a lawsuit. Outlined next are the recommended steps to take to solve a repair and maintenance problem:

STEP 1: Notify the landlord and provide reasonable time for repair.

Keep it simple. The tenant must notify the landlord and explain the situation, the importance

of the repair, and when he or she would like it done. A phone call usually works. However, the phone call should be followed up with a letter to ensure that documentation exists.

Sometimes, however, the landlord requires that a specific form or repair order be filled out before proceeding. Read the lease and talk to whoever is in charge and figure out the best course to take. Keep copies of communications and keep notes of discussions. Municipalities have enacted housing codes—establishing minimum standards—to protect the rights of both the landlord and the tenant. Contact the local city hall for information.

STEP 2: Contact the building inspector and schedule an inspection.

In some municipalities, 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 pays the fee (and may also have to pay a reinspection fee once the repair is made). Call the local inspector's office to find out how much the fee will be.

Note: The landlord must be given reasonable time to make repairs.

STEP 3: If the landlord has failed to make necessary repairs, either withhold the rent and deposit it into an escrow account OR pay for the repair and deduct the cost from the rent.

Note: The landlord must have been provided with notice of the problem first and must have been given a reasonable amount of time to fix the problem.

■ ***What's An Escrow Account:*** A bank account or other account held by a third party, generally established in the name of the tenant, into which whole or partial rent payments are deposited to show that the tenant was ready, willing, and able to pay the rent, but is withholding the rent until a certain problem is fixed that the landlord is legally responsible for fixing. Once the problem is taken care of, the escrowed rent amount will be released to the landlord.

› ***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—certified mail, return

receipt requested—stating why the rent will be withheld, where it will be deposited (name of financial institution), and that payment will be released when the maintenance or repair problem(s) have been corrected.

- › **If the repair cost will be deducted from the rent**, call for three repair estimates. If it is a do-it-yourself job, shop and compare the cost of parts. Most reputable repair companies will provide a free written estimate. Send copies of the estimates to the landlord and state that the problem will be fixed (unless the landlord agrees to do it by a certain date) and that the cost of repair will be paid from the rent withheld. Keep all receipts and note the dates of repair; send copies to the landlord, along with the remaining portion of the rent.

Note: The repair-and-deduct method may work well for small repairs. It may **NOT** work for large repairs.

Q1 How much rent should be withheld?

The amount of rent withheld must reasonably relate to the cost of fixing the problem or to the amount of damage the tenant has incurred because of the landlord's failure to fix the problem. Withhold less for a clogged drain. Withhold more for an unusable toilet or shower. **Only the most catastrophic problems will warrant withholding ALL of the rent.** In any event, the amount withheld must be deposited into an escrow account.

Q2 What if the tenant lawfully withholds rent and the landlord starts the eviction process?

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

- 1) **A claim of retaliatory eviction.** Under MCL 600.5720, there exists a presumption of retaliation if the landlord started the eviction

proceedings within 90 days of the tenant trying to enforce his or her rights under law (e.g., reporting health and safety code violations, exercising rights under the lease, filing a complaint against the landlord for a 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.**

- 2) **The landlord's breach of the warranty of habitability and duty to repair.** The tenant must show that the landlord was provided with notice of the problem and given a reasonable amount of time to fix the problem. **The tenant must show that the landlord failed to make the necessary repairs.**
- 3) **Rent was properly withheld and escrowed.** The tenant must be able to show that **"but for the repair and maintenance required, he or she was ready, willing, and able to pay the rent."**

The eviction process takes time—from start to finish, it takes as few as 21 days or as many as 57 days to evict a tenant. In the meantime, the landlord has mortgages, taxes, and bills to pay. Financial pressure may cause the landlord to negotiate. If the landlord will not negotiate, and if the tenant has carefully documented all communications about the needed repair and maintenance, the tenant may well succeed in the lawsuit for eviction.

Both the landlord and the tenant should remember, in many disputes, the basic issues become obscured by personal disagreements that 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, take responsibility, and find solutions that best meet their needs, while strengthening the landlord-tenant relationship.

Additional Considerations

Civil Rights

The Federal Fair Housing Act (generally, 45 USC 3601 to 3619) and the Michigan Elliott-Larsen Civil Rights Act (MCL 37.2101 to 37.2804) prohibit discrimination in housing throughout the State of Michigan on the basis of race, color, religion, national origin, sex, familial status (presence of children under the age of 18 or pregnancy), disability, marital status, and age. In some communities, local fair housing ordinances protect against housing discrimination on additional basis such as source of income, sexual orientation, gender identity, educational association, and/or political orientation. For further 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 your local Fair Housing Center, the Michigan Department of Civil Rights, or the U.S. Department of Housing and Urban Development.

Housing Codes, 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 or that residents comply with recycling ordinances. Be sure to check with the local unit of government to see if the rental property is affected.

Pet Restrictions

Landlords can include a provision in the lease that restricts tenants from maintaining pets in a rental unit or impose a pet fee. A landlord cannot discriminate against a person who maintains a guide, hearing, service, and/or companion animal (The Fair Housing Act, 42 USC 3604(f)(3)(B), 24 CFR 100.204). Additionally, service and companion animals are not considered to be pets, and should not be subject to pet fees or overly restrictive animal policies.

The courts have permitted the eviction of tenants who violate a lease provision prohibiting tenants from maintaining pets in a rental unit.

Smoking

A landlord can restrict tenants who smoke to certain apartments or buildings or can refuse to rent to smokers. In Michigan Attorney General Opinion No. 6719, released May 4, 1992, the 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’s laws relating to smoking in food establishments (MCL 333.12901 to 333.12902) and other public places (MCL 333.12601 to 333.12616) do not apply to rental apartments or buildings. However, some communities have attempted to adopt ordinances to impose stricter rules on smoking. Check with your municipality to determine whether they have any such ordinances.

Lead-Based Paint

Since the latter part of 1996, landlords must provide tenants who are renting units built before 1978 with certain information concerning lead-based paints. This information includes a federal government *pamphlet* entitled:

■ ***Protect Your Family From Lead in Your Home***

and a *form* entitled:

■ ***Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (Rentals)***

There are exceptions to this federal requirement, including commercial rentals, zero-bedroom efficiency apartments, and rental units certified as lead-free by a qualified lead abatement inspector.

A ***Renovate Right*** pamphlet is required when renovation activities or activities that disturb painted surfaces containing lead are conducted within rental properties (40 CFR 745.84, and Michigan Administrative Code R 325.99409, *Michigan Lead Hazard Control Rules*). The renovator is required to comply with the regulations. It is important to contact lead inspectors/risk assessors in your area in order to determine whether landlords are required to undertake ongoing lead testing.

For information, contact the National Lead Information Center Clearinghouse at 1-800-424-LEAD[5323] or at www2.epa.gov/lead/forms.

Note: 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.

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 or on their rental property. Additionally, tenants should consult with their prospective landlords if they intend to grow marijuana for medical use. If contained in a written lease, landlords do have the right to prohibit the tenant from smoking marijuana or growing marijuana on the landlord's premises, even if the tenant has a valid medical license (MCL 333.26427(c)(3)).

Bed Bugs

While current state law does not address bed bugs directly, there are a number of tools available to tenants with bed bug concerns. As discussed under Repair and Maintenance, a landowner has a statutory obligation under MCL 554.139 to repair defects about which he or she knows or should have known, but 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.

Note: For additional assistance on landlord/tenant special circumstances and considerations, please seek attorney services and/or competent legal advice.

Appendices

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***The Sample Documents are the product of the MSU College of Law
Housing Law Clinic. Additional information is available from***

MSU College of Law Housing Law Clinic
(517) 336-8088, Option 2 housing@law.msu.edu www.law.msu.edu/clinics/rhc

Official Court Forms: Michigan State Court Administrative Office
courts.mi.gov/scao

Sample Residential Lease Agreement (page 1 of 5)**RESIDENTIAL-LEASE AGREEMENT****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 an attorney or other qualified person.

We Agree That

(Landlord's Name(s))

Leases To

- (1) _____
(Tenant's Name)
- (2) _____
(Tenant's Name)
- (3) _____
(Tenant's Name)
- (4) _____
(Tenant's Name)

The Following Premises To Be Used For Private Residential Purposes Only

(Street Address, City, State, and Zip Code)

For A Term

Beginning _____, 20____, and
Ending _____, 20____.

Month-To-Month

Beginning _____, 20____.

- (a) **JOINT AND SEVERAL TENANCY:** If more than one person signs this lease as a Tenant, their obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others. Each Tenant must initial this paragraph: (1) _____, (2) _____, (3) _____, (4) _____.
- (b) **RENT:** Tenant must pay Landlord, as rent for the entire term, a total of \$ _____, being \$ _____ each month, beginning _____, 20____, and the same amount on or before the 1st business day of each succeeding month. Rent must be paid to the Landlord at the following address:

(Street Address, Apartment, City, State, and Zip Code)

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Sample Residential Lease Agreement (page 2 of 5)

- (c) **DISCOUNTED RENT:** If Landlord receives the rent on time, Tenant will be granted a \$_____ discount. The discount is meant to encourage prompt payment of rent. Late rent may subject the Tenant to eviction proceedings and liability for damages.
- (d) **SECURITY DEPOSIT:** Tenant must pay Landlord \$_____ on _____, 20____, which Landlord holds as a security deposit for Tenant's performance of all the terms of this lease. The security deposit must be deposited at the following financial institution and may be mingled with the security deposits of Landlord's other tenants:

(Name of Financial Institution, Street Address, City, State, and Zip Code)

NOTICE:

You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

- (e) **NONREFUNDABLE CLEANING FEE:** Tenant must pay a nonrefundable cleaning fee of \$_____ at the beginning of the lease term.
- (f) **OCCUPANCY:** Only the persons who sign this lease may reside at the premises. If more than _____ persons occupy the premises, the Landlord may terminate this tenancy or assess additional rent of \$_____ each month for each additional person. **Occupancy must not exceed the number mandated by local ordinance. This premises is licensed for _____ persons.** Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlord's consent.

Note: If the premises is located in the city of East Lansing, the occupancy limit must be displayed on the license and posted in the premises. The city may fine violators \$500 a day for over-occupancy.

- (g) **SLEEPING ROOMS:** Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety. **The following areas may not be used as sleeping rooms:**

_____, _____, _____, _____.

Note: The city of East Lansing may fine violators \$500 or they may be sentenced up to 90 days in jail.

- (h) **KEYS/LOCKS:** Tenant will receive _____ keys from the Landlord. On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$_____ for changing the locks. If Tenant loses the keys or gets locked out of the premises, Landlord will provide an extra key to Tenant and may charge Tenant \$_____. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlord's written consent.
- (i) **UNAUTHORIZED USE OF MAILING ADDRESS:** Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address will increase the monthly rent \$_____.
- (j) **CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant acknowledges receipt of two blank copies of an inventory checklist. **Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession** of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.
- (k) **APPLIANCES AND OTHER FURNISHINGS PROVIDED:** Tenant must not remove or loan any item provided with the premises. Landlord will provide the following checked items:

☐ Stove ☐ _____ ☐ _____

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Sample Residential Lease Agreement (page 3 of 5)

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Washer and Dryer	<input type="checkbox"/> _____	<input type="checkbox"/> _____

- (l) **SMOKE DETECTORS:** Landlord must install smoke-detection devices as required by law. The premises contain _____ smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.
- (m) **ALTERATIONS:** Tenant must not alter the premises without the Landlord's written consent (e.g., painting, wallpapering, installing locks). Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.
- (n) **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. **Tenant must notify Landlord IMMEDIATELY, BY PHONE at _____ of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.** Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).
- (o) **PIPE-FREEZE PREVENTION:** If Tenant plans to be away from the premises for any length of time, **the heat must be left on during the cold season and the windows closed** to avoid broken pipes and water damage.
- (p) **REPAIRS DUE TO TENANT'S NEGLIGENCE:** Damage to the premises caused by Tenant's negligence, or their guest's or invitee's negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.
- (q) **LANDLORD'S RIGHT OF ENTRY:** Landlord, or Landlord's agent, may enter the premises at reasonable times, with _____-hours notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.
- (r) **USE OF THE PREMISES:** Tenant must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:
- ✓ Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
 - ✓ Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase,
 - ✓ Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises,
 - ✓ Deface or damage, or allow another to deface or damage, any part of the premises,
 - ✓ Change the locks or install any additional locks or bolts without Landlord's written consent,
 - ✓ Place a waterbed or other heavy article on the premises without Landlord's written consent,
 - ✓ Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes, or
 - ✓ Install any antenna or satellite without Landlord's written consent.
- (s) **ILLEGAL DRUG USE:** Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Sample Residential Lease Agreement (page 4 of 5)

- (t) **PETS:** Dogs, cats, or other pets are not allowed on the premises without Landlord's written consent. If Landlord's written consent is given, Tenant agrees to pay a nonrefundable pet fee of \$_____.
- (u) **PARKING:** Landlord will provide parking for Tenant's automobiles. Tenant must keep the parking area free of all debris. Automobiles must be parked only in assigned areas as follows:
- CAR #1 _____ (year, make, model, and plate number),
 belonging to _____ must be parked _____.
- CAR #2 _____ (year, make, model, and plate number),
 belonging to _____ must be parked _____.
- CAR #3 _____ (year, make, model, and plate number),
 belonging to _____ must be parked _____.
- CAR #4 _____ (year, make, model, and plate number),
 belonging to _____ must be parked _____.
- (v) **MISCELLANEOUS COSTS AND OBLIGATIONS:** Check the appropriate boxes below:
- | | | | |
|---------------------------------|-----------------------------------|---|---|
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for electricity . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for gas or fuel oil . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for water and sewage . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for trash removal . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must dispose of all trash by placing in a designated container . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must mow the lawn . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must water the lawn . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must rake the leaves . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must remove snow and ice from the driveway, parking area, walkway, and steps . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must change the screens and storm doors as weather dictates . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
- (w) **PEACEFUL AND QUIET USE OF PREMISES:** In exchange for Tenant's timely payment of rent and performance of all the terms of this lease, Landlord must provide peaceful and quiet use of the premises throughout the tenancy.
- (x) **SUBLET AND ASSIGNMENT:** Tenant must not sublet the premises or assign any interest in this lease without Landlord's written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form.
- (y) **RENTER'S INSURANCE:** Tenant is strongly advised to carry renter's insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property, unless Landlord's negligence or intentional act or omission causes the damage.
- (z) **LEASE ADDENDUM, RULES, AND REGULATIONS:** If the premises is located in the City of East Lansing, the *East Lansing Lease Addendum* must be attached. Additional pages or rules and regulations, **signed by all parties**, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

MSU LAW © Page 4 of 5 Pages

Sample Residential Lease Agreement (page 5 of 5)

- (aa) **BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION:** If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. If Landlord violates any term of this lease, Tenant may terminate the tenancy.
- (bb) **CONDITION OF THE PREMISES AT THE END OF TENANT'S OCCUPANCY:** At the end of Tenant's occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of Tenant's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used—provided, of course, that the Tenant has given a forwarding address.
- (cc) **END OF LEASE TERM:** When the lease term ends, Tenant must promptly **vacate the premises, remove all personal property, and return all keys**. Tenant must **dispose of all trash** and leave the premises clean.
- (dd) **CHANGES TO THIS LEASE:** This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease **must be in writing, signed by all parties**.
- (ee) **ENFORCEMENT OF LEASE PROVISIONS:** Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.
- (ff) **ADDITIONAL PROVISIONS:** _____

This RESIDENTIAL-LEASE AGREEMENT is signed on _____, 20____.

**Each person who signs it
 acknowledges, by their signature, that
 they have read it, understand it, and voluntarily agree to it.
 Further, each person is mentally competent and 18 years or older.**

Landlord's Signature(s): _____

Tenant's Signature(s): _____

This document was drafted as a community-service project
 by student residents
 under the supervision of clinical faculty at the

MSU COLLEGE OF LAW RENTAL HOUSING CLINIC
 541 E. Grand River Avenue, P.O. Box 310
 East Lansing, MI 48826
 Phone (517) 336-8088, Fax (517) 336-8089

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Sample Residential Sublease Agreement**RESIDENTIAL SUBLEASE AGREEMENT****!!!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 an attorney or other qualified person.

This Sublease Agreement is made between _____, the "Sublessor," and _____, the "Sublessee," together referred to as the "Parties."

The Parties agree that the Sublessee will lease from the Sublessor a portion of the Sublessor's interest in the premises located at _____, Michigan on the following terms:

1. **Lease Term.** The lease term is for a period of _____, beginning on _____ and ending on _____.
2. **Rent.** Sublessee will pay a total monthly rent of \$_____. Rent shall be payable on the first day of each month directly to the Sublessor at the following address _____.
3. **Master Lease.** In addition to the terms and conditions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms and conditions of the Master Lease between Sublessor and the Landlord, _____. A copy of the Master Lease is attached and incorporated into this Sublease Agreement by reference. Other representations, not included here or in the Master Lease, are not binding on the Parties.
4. **Security Deposit.** Sublessee will pay \$_____ to Sublessor as a security deposit. At the end of the lease term, only amounts allowed by law may be retained from the security deposit, and the remainder, if any, shall be returned to Sublessee in accordance with Michigan law. The security deposit may not be used as the last month's rent.
5. **Inventory Checklist.** At the time Sublessee takes possession of the premises, the Sublessor will provide him or her with an inventory checklist. Sublessee will complete and return the checklist to the Sublessor within 7 days.
6. **Utility, Internet and Telephone Service Charges.** The Sublessee will pay _____% of all utility charges (water, gas, electric, and cable). Sublessor has taken any telephone service and internet service out of his/her name. Sublessee will be responsible for any telephone or internet service in sublessee's name.
7. **Condition of the Apartment.** Sublessee acknowledges that he or she has examined the premises and that it is in satisfactory condition. Upon the termination of this Sublease Agreement for any cause whatsoever, Sublessee will restore the premises to their original satisfactory condition, except for reasonable wear and tear. Sublessee is responsible for the repair of any damage resulting from his or her act or neglect of that of their guests.
8. **Holdover.** Sublessee will promptly vacate the premises at the end of the lease term. Holding over is not allowed.
9. **Subleasing and Assignment.** Sublessee may not sublease or assign their interest in the premises to another without Sublessor's written consent.
10. **Parental Consent and Guarantee.** If the Sublessee is under eighteen (18) years of age, his or her legal guardian or parent, by their signature, guarantees and agrees to perform all the terms and conditions of this Sublease Agreement.
11. **This Agreement is Complete and Binding.** All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease Agreement. This Sublease Agreement becomes enforceable when signed by both Parties. Any modification to this Sublease Agreement must be in writing, signed by both Parties.
12. **Other Terms and Conditions** _____

13. **Landlord's Consent.** This Sublease Agreement is not binding on either Party unless the Landlord gives consent by signing below. The Master Lease requires this approval.
14. **Mediation Agreement.** If a dispute arises out of or relates to this contract, or its breach, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before resorting to some other dispute resolution procedure.

The Parties having read, having understood, and having agreed to the above terms, sign their names as follows:

_____ Sublessor	_____ Date	_____ Sublessee	_____ Date	_____ Landlord	_____ Date
--------------------	---------------	--------------------	---------------	-------------------	---------------

*This document was drafted as a community-service project by student residents under the supervision of clinical faculty at the MICHIGAN STATE UNIVERSITY COLLEGE OF LAW RENTAL HOUSING CLINIC
541 E. Grand River Avenue, P.O. Box 310, East Lansing, MI 48826, Phone (517) 336-8088, Fax (517) 336-8089*

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EXHIBIT 4

Sample Roommate Agreement (page 1 of 2)*Attach copy of lease or rental agreement and landlord's house rules.***Roommate Agreement**

(Each roommate should receive a copy of this agreement)

We have signed a lease/rental agreement for _____ (address) on _____ (date). We hope to make certain that responsibilities of renting will be shared equally by all roommates. It is for this reason that we are signing this agreement.

ROOMMATES

The roommates of the above address are:

_____	_____
_____	_____
_____	_____

TERMS

This agreement shall remain in effect from _____ to _____.

Under a month-to-month tenancy, each roommate must give the other roommate(s) and landlord thirty days ☐ written and/or ☐ oral notice in advance, if the roommate will be moving out before date shown above. The roommate may leave if a substitute roommate is found and is acceptable to the remaining roommate(s) and the landlord. Each roommate will be primarily responsible for finding his/her own replacement tenant.

Under a lease agreement, the departing roommate will be responsible for upholding the lease agreement until, and possibly after, a replacement or sublessee is found.

The landlord should be notified of any pending roommate switch, so that proper arrangements can be made. The departing roommate will be responsible for his/her original portion of the rent, unless other arrangements are made in a written agreement with the roommate(s) and landlord.

DEPOSIT

The roommate(s) have paid a security deposit of _____. List amount each roommate has paid:

Each roommate is responsible for charges associated with the damages he/she or his/her guest(s) cause. If the cause cannot be determined, then the roommates will split the cost of damages equally.

RENT

Each roommate shall pay the following amount of rent: _____.
Amounts may not be equal. The rent shall be paid on the _____ day of each month. Rent will be paid in the following manner (list all rental rates) _____.

PETS

If pets are permitted under the lease, each pet owner shall be responsible for all damages caused by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden.

HOUSEHOLD SUPPLIES

A single ledger will be kept of all supplies purchased by each roommate. The supplies include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates.

KITCHEN USE AND CLEAN-UP

☐ Food expenses shall be shared by all roommates. Preparation of meals shall be determined by an attached schedule which can be flexible.

OR

☐ Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person's groceries. Shared meal preparation and clean-up is optional.

This form was prepared by the Housing Information Office, University Housing, University of Michigan, 1011 Student Activities Building, 734-763-3205. Website: www.housing.umich.edu

© University of Michigan

Rev. 6/02

Sample Roommate Agreement (page 2 of 2)**PERSONAL PROPERTY**

All roommates agree to refrain from borrowing roommates' personal items without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. Property that is borrowed will be used respectfully and returned in the same condition. If damage is done to personal property, the roommate responsible for damage will be held liable.

CLEANING AND YARDWORK

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping/waxing floors, cleaning bathrooms, and yardwork.

☐ The roommates have decided to develop a schedule which is attached. It states when each roommate will complete the cleaning and maintenance jobs.

OR

☐ The roommates will work together at a designated time to complete the above jobs.

MEDIATION

Roommates agree to discuss unresolved roommate problems with an advisor at the University Housing Information Office. Any roommate may initiate this process, which includes consultation and mediation. All roommates agree to make a good faith effort to discuss /obtain a resolution prior to taking any action.

ADDITIONAL TERMS OF AGREEMENTS

In addition to the items mentioned above, the following items have been known to cause conflict between roommates. If you foresee any of these as a problem, write out any needed additional agreements and attach. Space is provided at right for adding other issues needing specific agreements.

___ Smoking/alcohol/drugs	___ Parking	___ Overnight guests	_____
___ Cleanup after parties/guests	___ Use of sound system	___ Behavior of guests	_____
___ Food/groceries/household supplies	___ Phone messages	___ Keys	_____
___ Quiet hours for studying and sleeping	___ Compliance with landlord's rules	___ Shared areas (bathroom)	_____

Each roommate agrees to do his/her own dishes as needed. A schedule of kitchen cleanup may be attached. It will include cleaning the refrigerator and oven, mopping the floors, and emptying the trash.

UTILITIES

The following services have been arranged and paid for as follows:

<i>Item</i>	<i>Account in Name of</i>	<i>Amount of Deposit</i>	<i>Deposit Paid By</i>	<i>How Bill Shared</i>	<i>Name Roommate Responsible for Payment</i>
Gas					
Water					
Electricity					
Newspaper					
Garbage					
Cable TV					
Phone					

*Charges for unclaimed telephone calls shall be allocated equally among the roommates.

☐ Each roommate has been assigned the responsibility for payment of a specific bill. This includes determining the amount owed by each roommate, collecting that amount, and seeing that payment is made before the due date.

OR

☐ The attached schedule has been developed to assign each roommate the month in which he/she will be responsible for the collecting and payment of all bills.

SIGNATURES OF ROOMMATES

_____	_____
_____	_____
_____	_____

Sample Lead-Based Paint Disclosure Form**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****Lead Warning Statement**

Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of any interest in residential rental property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession and notify the tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before taking occupancy. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (Landlord must initial here: _____)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i) _____ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (Tenant must initial here: _____)

(c) Tenant has received copies of all information listed above.

(d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Tenant has (check all that apply):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Agent must initial here: _____)

(f) Agent has informed the landlord of the landlord's obligations under federal law and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties and violations could occur for failure to comply with the Federal Lead-Based Paint Disclosure Laws.

_____ Landlord	_____ Date	_____ Tenant	_____ Date
_____ Agent	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

Sample Inventory Checklist**INVENTORY CHECKLIST*****COMMENCEMENT AND TERMINATION
INVENTORY CHECKLIST FORM**

“YOU MUST COMPLETE THIS CHECKLIST NOTING THE CONDITION OF THE RENTAL PROPERTY AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS.”

BEGINNING CONDITION**ENDING CONDITION****LIVING ROOM**

DOOR (INCLUDING LOCKS):

WINDOWS:

CARPET OR FLOOR:

WALLS:

CEILING:

LIGHTS & SWITCHES:

OTHER:

DINING ROOM

WINDOWS:

CARPET OR FLOOR:

WALLS:

CEILING:

LIGHTS & SWITCHES:

OTHER:

HALLWAY

FLOOR:

WALLS:

CEILING:

OTHER:

KITCHEN

WINDOWS:

FLOOR:

WALLS:

CEILING:

LIGHTS & SWITCHES:

STOVE:

REFRIGERATOR:

SINK:

CABINETS & COUNTER:

OTHER:

* Remember! Be specific. Describe any conditions in detailed terms rather than saying “fine” or “acceptable.”

BEGINNING CONDITION**ENDING CONDITION****BEDROOM**

DOOR:		
WINDOWS:		
CARPET OR FLOOR:		
WALLS:		
CEILING:		
LIGHTS & SWITCHES:		
CLOSET:		
OTHER:		

BATHROOM

DOOR:		
WINDOW:		
FLOOR:		
WALLS:		
CEILING:		
SINK:		
TUB AND/OR SHOWER:		
TOILET:		
CABINET, SHELVES, CLOSET:		
TOWEL BARS:		
LIGHTS & SWITCHES:		
OTHER:		

BASEMENT

--	--

GARAGE

--	--

FURNITURE INVENTORY

Use this if rental unit is furnished;
check **condition** of items and **number** present.

KITCHEN CHAIRS:		
TABLES:		
END TABLES:		
LOUNGE CHAIRS:		
SOFAS:		
LAMPS:		
DESKS:		
DESK CHAIRS:		
BOOKCASES:		
MATTRESSES:		
DRESSERS:		

SIGNATURE OF TENANT(S)		
ADDRESS OF UNIT		
SIGNATURE OF LANDLORD		
LANDLORD'S ADDRESS		
PHONE NUMBER (LANDLORD)		
DATE		

The following are sample letters which may be used in dealing with various landlord-tenant issues. It should be noted that most issues are handled amicably and effectively in conversations or correspondence between landlords and tenants. When this is not the case, and no agreement can be reached, it is best that subsequent communications between the two parties be in writing, with copies being kept as the record. The following sample letters serve as a guide; however, these do not cover every type of landlord-tenant problem which may arise.

Sample of Tenant's Letter to Landlord

Tenant's Request for Repair(s)

TO: _____

FROM: _____

Please make, within a reasonable time, the following NECESSARY REPAIRS to the rental property I am occupying. I have tried my best to explain precisely what is wrong.

1. _____

2. _____

3. _____

4. _____

Please notify me when the repairperson will be at the rental property to make the necessary repairs so that I can be there. My phone number is _____ and my work phone number is _____.
 For now, it is easiest to reach me at _____.
 (time of day)

Thank you for your prompt attention to this matter.

Sincerely,

 Tenant

 Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Repair and Deduct

TO: _____

FROM: _____

I requested that repairs be made to my rental property in a letter dated _____. It has been ____ days since I wrote the letter, and the needed repairs have not yet been made.

I have contacted three service providers to make the repairs. Enclosed are copies of three estimates for the repairs listed in my previous letter. If I do not hear from you within ____ day(s), I will be hiring the lowest bidder to perform the repairs.

☐ I will pay the company myself from rent previously withheld.

OR

☐ I will pay the company myself and deduct the amount from my next rent payment.

Copies of the receipts for the repairs, once they are made, will be forwarded to you.

Please take note of the relevant Michigan case law:

Where the landlord has covenanted to make repairs and fails to do so, the tenant, after giving reasonable notice to the landlord, may make the repairs and recover the cost of such repairs from the landlord or he [or she] may deduct the cost from the rent. . . . Unless the landlord's duty to repair is expressly made conditional upon receipt of notice from the tenant, such duty may arise from the landlord's actual knowledge of the need for repair. . . . The landlord's duty to maintain in good repair . . . extends to reimbursing the tenant for monies expended [Anchor Inn v Knopman, 71 Mich App 64, 67 (1976).]

Sincerely,

Tenant

Date

Notice of Tenant's Implementation to Repair and Deduct

TO: _____

FROM: _____

As stated in my previous letter, dated _____, I have taken action to perform necessary repairs that you have failed to correct. I had the repairs made and paid for them myself, as I said I would do.

You are required by Michigan law to keep the premises and all common areas fit for the use intended, and to keep the premises in reasonable repair during the term of the lease, and to comply with the applicable health and safety laws of the state and local governments.

I spoke to you about the problems and the need for repair. I wrote you letter(s) dated _____ about the need for corrective action. You failed to act within a reasonable amount of time. Therefore, I found it necessary to take action myself.

Enclosed are the receipts for all expenditures I have made:

☐ I paid for the repair from previously withheld and escrowed rent.

OR

☐ I will deduct the amount from next month's rent.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Withhold Rent Due to Needed Repair

TO: _____

FROM: _____

I previously informed you, in a letter dated _____, of several problems and the need for repairs at the rental property I am occupying. Since you have not taken any steps to correct the problems, it is necessary for me to take further action.

I have opened an escrow account at the following financial institution:

Name: _____
Address: _____
City, State, and Zip Code: _____

I have deposited \$_____ from my rent into the escrow account. This shows that I was ready, willing, and able to pay the rent on time—but for certain problems that you, the landlord, are legally responsible for fixing. Once the problems are taken care of, the escrowed rent amount will be released.

If you wish to discuss this matter further, contact me at _____.

Sincerely,

Tenant

Date

Termination of Occupancy Before End of Lease

TO: _____

FROM: _____

It has been _____ months since we first brought to your attention the need for several repairs on our apartment. Since you have not responded to our letters or phone calls, and have not begun to work to repair the problems at our apartment, we feel that you have broken our lease. You have also violated the "statutory covenant to repair" provided for by Michigan law. Since you have broken our contract, and show no sign of accepting your legal responsibility to maintain the premises, we intend to terminate the occupancy of our apartment on or before _____.

We understand your responsibility to inspect the apartment and inform us of any damages—and return the undisputed portion of our security deposit to us—within 30 days of the end of our occupancy of the apartment. We also understand that if you do not submit the above information to us within that time period—or go to court to retain our deposit (should we dispute your claim) within 45 days of the end of our occupancy—we may legally file suit for twice the amount of our security deposit. Since YOU are responsible for breaking the lease, we will not accept a list of damages which includes charges for rent lost for the remainder of our lease.

If you wish to discuss this matter further, contact us at _____.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Vacate and Forwarding Address

TO: _____

FROM: _____

In accordance with the terms of my lease requiring a ____-day written notice, you are hereby advised of my intent to vacate the rental property located at _____ on or before _____.

I will turn in my keys to you on _____.

Please send my security deposit to me at my FORWARDING ADDRESS:

If you have any questions, please contact me at _____.

Sincerely,

Tenant

Date

Tenant Defense Against Eviction Attempt

TO: _____

FROM: _____

I received your letter demanding that I be out of my apartment within _____ days. Discussion of this with my lawyer reveals that you cannot carry out an eviction without due process of law, which means taking me to court.

My defense against eviction will be that I have been withholding rent due to your nonperformance of repairs. I would like to point out to you that I have copies of several letters sent to inform you of the need for repairs, and of the steps I took to obtain repairs. I also have return receipts which prove that you received these letters. In addition, I have proof that I have been maintaining an escrow account into which the full amount of rent money due, or a portion of it, was deposited each month. Also, I have receipts for all repair work and all bills which were paid out of my escrow account.

During my tenancy, you have neglected to fulfill your statutory covenant to repair. I do not feel that you have adequate cause to demand my eviction.

Please contact my lawyer if you wish to discuss this matter. His or her name is _____.

Sincerely,

Tenant

Date

Sample of Tenant's Letter to Landlord

Tenant's Response to Damages Assessed Against Security Deposit

TO: _____

FROM: _____

In reponse to the list of damages you sent dated _____, which I didn't receive until this date, _____, I am writing to dispute the following charges against my security deposit.

As required by Michigan law, I am responding to you by ordinary mail, within 7 days of when I received the list, indicating in detail my disagreement relative to the charges listed.

[illegible]

A total of all disputed charges amounts to \$ _____. Please refund this amount of my security deposit promptly: \$ _____.

Please note that under Michigan law, “the security deposit is considered the lawful property of the tenant until the landlord establishes a right to the deposit or portions thereof...” MCL 554.605. “Within 45 days after termination of occupancy and not thereafter the landlord may commence an action in a court of competent jurisdiction for a money judgment for damages which he [or she] has claimed or in lieu thereof return the balance of the security deposit held by him [or her] to the tenant or any amount mutually agreed upon in writing by the parties.” MCL 554.613.

If you wish to discuss this matter with me, please contact me at _____

Sincerely,

Tenant

Date _____

Samples of Landlord's Letters to Tenant

(Commencement of Tenancy) Security Deposit Notice to Tenant

TO: _____

FROM: _____

YOU ARE HEREBY NOTIFIED THAT:

The security deposit required of you will be deposited in the following regulated financial institution:

SURETY BOND (If the landlord has deposited a surety bond to secure deposits, complete the following):

The surety on the bond deposited with the Secretary of State is:

Show name and address of surety company, NOT the insurance agent who signs bond for surety company.

"YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE."

Sincerely,

Landlord

Date

Landlord's Response to Tenant's Request for Repair(s)

TO: _____

FROM: _____

In response to your letter dated _____ requesting repair of the rental property you are occupying, please be advised that I have contacted a service representative, _____, who should be calling you within the next few days to set up an appointment to accomplish the following repairs:

1. _____

2. _____

3. _____

If you do not hear from the service representative within one week, please let me know so that I can make other arrangements.

If you have any questions, please contact me at _____.

Sincerely,

Landlord

Date

Samples of Landlord's Letters to Tenant

Insufficient Notice Letter

TO: _____

FROM: _____

We acknowledge with regret your letter dated _____ advising us of your intent to vacate the rental property located at _____ on or before _____.

Your lease agreement requires a _____-day written notice.

Under the circumstances, we will hold you responsible for the payment of rent through _____, or until such time in the interim when another acceptable tenant leases the property. If you have any questions, please contact me at _____.

Sincerely,

Landlord_____
Date

(Termination of Tenancy) *Landlord's Notice to Tenant of* *Damages Assessed Against Security Deposit*

TO: _____

FROM: _____

**YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME,
OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.**

On this date, _____, your occupancy of the rental property located at _____ terminated. As required under Michigan law, this notice is provided to you to advise you of charges against your security deposit:

Description of Damage or Other Obligation Charged Against Security Deposit	Estimated Cost of Repair(s)	Amount Charged Against Security Deposit	Reason for Charge Against Security Deposit

Under Michigan law, a security deposit may be used only for the following purposes: (1) actual damages to the rental unit that are a direct result of conduct not reasonably expected in the normal course of habitation of a dwelling; (2) all rent in arrearage under the lease agreement and rent due for premature termination of the lease agreement; and (3) unpaid utility bills. None of these charges were claimed on a previous termination inventory checklist. After totaling all charges lawfully assessed against your security deposit, a deduction of \$_____, a balance remains in the amount of \$_____. A check or money order for the remaining balance is enclosed.

Sincerely,

Landlord_____
Date

Approved Court Forms

The following sample court forms listed on pages 51-64 are examples of approved landlord and tenant court forms from the Michigan State Court Administrative Office. Additional information and true copies of approved court forms are available on **courts.mi.gov/scao**, at local district courts, and various landlord and tenant associations, some fees may apply. *Please note, all forms listed in this publication are current at the time of production and are only listed as a guide – not intended as a substitute for attorney services or competent legal advice.*

AFFIDAVIT AND CLAIM, Small Claims

Form DC 84 51-52

NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY, Landlord-Tenant

Form DC 100c 53-54

COMPLAINT TO RECOVER POSSESSION OF PROPERTY

Form DC 102c 55

DEMAND FOR POSSESSION, NONPAYMENT OF RENT, Landlord-Tenant

Form DC 100a 56-57

COMPLAINT, NONPAYMENT OF RENT, Landlord-Tenant

Form DC 102a 58

SUMMONS, LANDLORD-TENANT/LAND CONTRACT

Form DC 104 59-61

JUDGMENT, LANDLORD-TENANT

Form DC 105 62

APPLICATION AND ORDER OF EVICTION, Landlord-Tenant/Land Contract

Form DC 107 63-64

STATE OF MICHIGAN JUDICIAL DISTRICT	AFFIDAVIT AND CLAIM Small Claims	CASE NO. and JUDGE
Court address		Court telephone no.

See additional notice and instructions on page 3.

1. Plaintiff _____
 Address _____
 City, state, zip _____ Telephone no. _____
2. Defendant _____
 Address _____
 City, state, zip _____ Telephone no. _____

NOTICE OF HEARING For Court Use Only	
The plaintiff and the defendant must be in court on	
Day _____	Date _____
at _____ at <input type="checkbox"/> the court address above.	
<input type="checkbox"/> Time _____	<input type="checkbox"/> Location _____
Process server's name _____ Fee paid: \$ _____	

- ☐ 3. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in ☐ this court ☐ _____ Court.
 It was given case number _____ and assigned to Judge _____.
 The action ☐ remains ☐ is no longer pending.
4. I have knowledge or belief about all the facts stated in this affidavit and I am
☐ the plaintiff or his/her guardian, conservator, or next friend. ☐ a partner. ☐ a full-time employee of the plaintiff.
5. The plaintiff is ☐ an individual. ☐ a partnership. ☐ a corporation. ☐ a sole proprietor. ☐ _____.
6. The defendant is ☐ an individual. ☐ a partnership. ☐ a corporation. ☐ a sole proprietor. ☐ _____.
7. The date(s) the claim arose is/are _____.
Attach separate sheets if necessary
8. Amount of money claimed is \$ _____. (Note: Plaintiff's costs are determined by the court and awarded as appropriate. They are not part of the amount claimed.)
9. The reasons for the claim are: _____

10. The plaintiff understands and accepts that the claim is limited to \$6,500 by law and that the plaintiff gives up the rights to (a) recover more than this limit, (b) an attorney, (c) a jury trial, and (d) appeal the judge's decision.

Approved, SCAO
 Form DC 84, Rev. 1/21
 MCL 600.8401 *et seq.*, MCR 4.302, MCR 4.303, 50 USC App 3931
 Page 1 of 3

Distribute form to:
 Court (with instructions)
 Defendant (with instructions)
 Plaintiff (with instructions)
 Return (with proof of service)

Affidavit and Claim, Small Claims (1/21)

Case No. _____

Page 2 of 3

11. I believe the defendant ☐ is ☐ is not mentally competent. I believe the defendant ☐ is ☐ is not 18 years or older.

12. ☐ I do not know whether the defendant is in the military service. ☐ The defendant is not in the military service.
☐ The defendant is in the military service.

Signature

Subscribed and sworn to before me on _____ .
Date

Deputy clerk/Notary public signature

My commission expires on _____ .

Name (type or print)

Notary public, State of Michigan, County of _____ . ☐ Acting in the County of _____ .

☐ This notarial act was performed using an electronic notarization system or a remote electronic notarization platform.

The defendant(s) must be served by _____ .
Expiration date

Approved, SCAO

STATE OF MICHIGAN	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	
--------------------------	---	--

TO: _____

L _____

1. Your landlord/landlady, _____, is seeking to recover possession of property pursuant to

Name (type or print)

☐ MCL 554.134(1) or (3) (see other side) ☐ other: _____ and wants to evict you from:

Address or description of premises rented (if different from mailing address):

2. You must move by _____ or your landlord/landlady may take you to court to evict you.

Date (*see note)

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date_____
Signature of owner of premises or agent_____
Address_____
City, state, zip_____
Telephone no.

*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

CERTIFICATE OF SERVICE

I certify that on _____ I served this notice on _____

Date

Name

- by ☐ delivering it personally to the person in possession.
- ☐ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
- ☐ first-class mail addressed to the person in possession.
- ☐ electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: _____.

Signature

Court copy (to be copied, if necessary, to attach to the complaint)

Approved, SCAO

STATE OF MICHIGAN**NOTICE TO QUIT
TO RECOVER POSSESSION OF PROPERTY
Landlord-Tenant****TO:**

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1. Your landlord/landlady, _____, is seeking to recover possession of property pursuant to
Name (type or print)

☐ MCL 554.134(1) or (3) (see other side) ☐ other: _____ and wants to evict you from:

Address or description of premises rented (if different from mailing address):

2. You must move by _____ or your landlord/landlady may take you to court to evict you.
Date (*see note)
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date

Signature of owner of premises or agent

Address

City, state, zip

Telephone no.

*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalhelp.org. If you do not have Internet access at home, you can access the Internet at your local library.

Tenant's copy

Approved, SCAO

Original - Court
1st copy - Tenant2nd copy - Mailing
3rd copy - Landlord

STATE OF MICHIGAN JUDICIAL DISTRICT	COMPLAINT TO RECOVER POSSESSION OF PROPERTY	CASE NO.
Court address		Court telephone no.

Plaintiff name(s), address(es), and telephone no(s).
Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant name(s), and address(es)

The plaintiff states:

1. ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are _____.

The action ☐ remains ☐ is no longer pending.

2. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the notice to quit or demand for possession, if any, showing when and how it was served.

3. The person entitled to possession of the property described

☐ in the attached notice/demand ☐ as follows: _____

is _____
 Name (type or print)

4. The defendant is in possession of the following portion of the property: _____

5. The plaintiff has a right to possession of the property because:

- ☐ a. lease expired on _____. ☐ b. tenancy was terminated by notice to quit.
☐ c. lease terminated per provision in lease (para. no. ____). ☐ d. defendant is a trespasser. Explain in space beneath item f.
☐ e. forcible entry was made or possession was held by force after a peaceful entry.
☐ f. other: _____

Describe in detail how the trespass occurred on how the premises are being illegally held. State that no lawful tenancy existed between the parties in the time that has passed since the trespasser took possession. Use a separate sheet of paper if needed.

- ☐ 6. The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____.
- ☐ 7. The plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease.
- ☐ 8. The defendant remains in possession of the property.
9. **The plaintiff requests** a judgment of possession and costs.

NOTE: If you wish to demand a jury trial, you must file a jury demand (MC 22).

SUPPLEMENTAL COMPLAINT

- ☐ 10. Complaint is made and judgment is sought for money damages against the defendant as follows: Use a separate sheet of paper if needed.

Date
 DC 102c (12/19)

COMPLAINT TO RECOVER POSSESSION OF PROPERTY

Plaintiff/Attorney signature

MCL 600.5714, MCR 2.113(C), MCR 4.201(B)

Approved, SCAO

STATE OF MICHIGAN

DEMAND FOR POSSESSION
NONPAYMENT OF RENT
Landlord-Tenant

To: _____

**Notice to mobile home owners who rent
land in a mobile home park:**

If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, _____, says that you owe \$ _____ rent:
Name (type or print)

Address or description of premises rented (if different from mailing address)

2. If you owe this rent, you must do one of the following within 7 days from the date this notice was served.

a. Pay the rent owed. **or** b. Move out or vacate the premises.

If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.

3. If your landlord/landlady takes you to court to evict you and if you have paid the rent, or if you believe there is a good reason why you do not owe the rent, you will have the opportunity to present the reasons why you believe you should not be evicted.

4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you can have a lawyer advise you. Call him or her soon.

Date

Signature of owner of premises or agent

Address

City, state, zip Telephone no.

CERTIFICATE OF SERVICE

I certify that on _____ I served this notice on _____
Date Name

- by ☐ delivering it personally to the person in possession.
☐ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
☐ first-class mail addressed to the person in possession.
☐ electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: _____.

Signature

Court copy (to be copied, if necessary, to attach to the complaint)

DC 100a (6/19) **DEMAND FOR POSSESSION, NONPAYMENT OF RENT, Landlord-Tenant**

MCL 600.5714(1)(a), MCL 600.5716,
MCL 600.5718, MCL 600.5775(2)(f)

Approved, SCAO

STATE OF MICHIGAN	DEMAND FOR POSSESSION NONPAYMENT OF RENT Landlord-Tenant	
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To: _____

L _____

**Notice to mobile home owners who rent
land in a mobile home park:**

If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, _____, says that you owe \$ _____ rent:
Name (type or print)

Address or description of premises rented (if different from mailing address)

2. If you owe this rent, you must do one of the following within 7 days from the date this notice was served.
a. Pay the rent owed. **or** b. Move out or vacate the premises.
If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.
3. If your landlord/landlady takes you to court to evict you and if you have paid the rent, or if you believe there is a good reason why you do not owe the rent, you will have the opportunity to present the reasons why you believe you should not be evicted.
4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you can have a lawyer advise you. Call him or her soon.

Date_____
Signature of owner of premises or agent_____
Address_____
City, state, zip Telephone no.**HOW TO GET LEGAL HELP**

1. Call your own lawyer.
2. If you do not have an attorney but have money to retain one, you may locate an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or through a local lawyer referral service. Lawyer referral services should be listed in the yellow pages of your telephone directory or you can find a local lawyer referral service at www.michbar.org.
3. If you do not have an attorney and cannot pay for legal help, you may qualify for assistance through a local legal aid office. Legal aid offices should be listed in the yellow pages of your telephone directory or you can find a local legal aid office at www.michiganlegalhelp.org. If you do not have internet access at home, you can access the internet at your local library.

Tenant's copy

Approved, SCAO

Original - Court
1st copy - Tenant2nd copy - Mailing
3rd copy - Landlord

STATE OF MICHIGAN JUDICIAL DISTRICT	COMPLAINT NONPAYMENT OF RENT Landlord - Tenant	CASE NO.
Court address		Court telephone no.

Plaintiff name(s), address(es), and telephone no(s).
Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant name(s), and address(es)

The plaintiff states:

1. ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are _____.

The action ☐ remains ☐ is no longer pending.

2. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the demand for possession showing when and how it was served.
3. The person entitled to possession of the property described in the attached demand for possession is _____.

Name (type or print)

4. The defendant is in possession of the following portion of the property: _____

5. The plaintiff has a right to possession of the property for nonpayment of rent:

a. Rental rate: \$ _____ per _____ b. Payable on: _____

c. Rent is paid through _____ d. Total rent due now is \$ _____

e. Other money is due: \$ _____ for _____ and due by _____.

- ☐ 6. The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____.
- ☐ 7. (Must be checked unless modified by lease.) The plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease.
8. The defendant has not complied with the demands made.
9. **The plaintiff requests** a judgment of possession and costs.

NOTE: If you wish to demand a jury trial, you must file a jury demand (MC 22).

SUPPLEMENTAL COMPLAINT

- ☐ 10. Complaint is made and judgment is sought for money damages against the defendant as follows:
☐ Rent owing as set out in paragraph 5 above, plus additional rent at the rate of \$ _____ per _____ until judgment, plus costs.
☐ Damages claimed:

Date

Plaintiff/Attorney signature

DC 102a (12/19) **COMPLAINT, NONPAYMENT OF RENT, Landlord - Tenant**

MCL 600.5714, MCR 2.113(C), MCR 4.201(B)

STATE OF MICHIGAN JUDICIAL DISTRICT COUNTY	SUMMONS Landlord-Tenant/Land Contract	CASE NO. and JUDGE
Court address		Court telephone no.

Plaintiff's name, address, and telephone no.

Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant's name, address, and telephone no.

If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

☐ Rental unit eviction

☐ Land contract forfeiture

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. The plaintiff has filed a complaint against you and wants
- ☐ to recover possession, after land contract forfeiture, of
☐ a money judgment for
☐ to evict you from

Address or description of premises

2. You are summoned to be in the district court on _____
 Day, date, and time

☐ at the address above, ☐ at _____, courtroom _____.
 Location

3. This action ☐ is ☐ is not brought in the county or district in which the premises or any part of the premises is situated.
4. You have the right to have the case tried in the proper county, district, or court. The case will be transferred to the proper county, district, or court if you file a motion with the court for such transfer.
5. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.
6. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.
7. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

This document must be sealed by the seal of the court.

 Court clerk signature and date

CERTIFICATE OF MAILING BY COURT*

I certify that on this date I served a copy of this summons and the complaint and required attachments on the defendant(s) by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

 Clerk signature and date

CERTIFICATE OF MAILING*

I served a copy of this summons and the complaint and required attachments on the defendant(s) by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3). I declare under the penalties of perjury that this certificate of mailing has been examined by me and that its contents are true to the best of my information, knowledge, and belief. I have attached a receipt of mailing from the post office.

***The certificate of mailing applies to landlord-tenant cases only.**

 Plaintiff signature and date

Approved, SCAO
 Form DC 104, Rev. 4/21
 MCL 600.5735, MCR 2.102, MCR 4.201(C), MCR 4.202(E)
 Page 1 of 2

Distribute form to:
 Court Landlord/Landlady
 Tenant Proof of service
 Mailing

STATE OF MICHIGAN JUDICIAL DISTRICT COUNTY	SUMMONS Landlord-Tenant/Land Contract (Tenant's Copy)	CASE NO. and JUDGE
Court address		Court telephone no.

Plaintiff's name, address, and telephone no.

Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant's name, address, and telephone no.

☐ Rental unit eviction

☐ Land contract forfeiture

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. The plaintiff has filed a complaint against you and wants
- ☐ to recover possession, after land contract forfeiture, of
☐ a money judgment for
☐ to evict you from

Address or description of premises

2. You are summoned to be in the district court on _____
Day, date, and time

☐ at the address above, ☐ at _____, courtroom _____.
Location

3. This action ☐ is ☐ is not brought in the county or district in which the premises or any part of the premises is situated.
4. You have the right to have the case tried in the proper county, district, or court. The case will be transferred to the proper county, district, or court if you file a motion with the court for such transfer.
5. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.
6. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.
7. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

This document must be sealed by the seal of the court.

Court clerk signature and date

HOW TO GET HELP

- You have received an important legal document from a court. Your landlord is trying to evict you. This means you could lose your housing and you could owe your landlord money. It is important to respond to this quickly.
- You may hire an attorney to help you answer the complaint and prepare defenses. If you cannot afford an attorney, you can get help at MichiganLegalHelp.org or you might qualify for assistance through a local legal aid office. If you do not have Internet access at home, you can access the Internet at your local library.
- If you do not have an attorney, but have money to hire one, you can find an attorney through the State Bar of Michigan Lawyer Referral Service at 1-800-968-0738 or a local lawyer referral service at michbar.org.
- If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Approved, SCAO
Form DC 104, Rev. 4/21
MCL 600.5735, MCR 2.102, MCR 4.201(C), MCR 4.202(E)
Page 2 of 2

Distribute form to:
Court Landlord/Landlady
Tenant Proof of service
Mailing

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons, complaint, and attachment(s) as instructed. You must make and file your proof of service with the court clerk. If you are unable to complete service, you must return this original and all copies to the court clerk.

**SUMMONS
Landlord-Tenant/Land Contract**

Case No. _____

☐ I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party (MCR 2.104[A][2]).
(notarization not required)

☐ I am a legally competent adult who is not a party or an officer of a corporate party. (notarization required)

☐ **CERTIFICATE / AFFIDAVIT / SERVICE BY DELIVERY OR ATTACHMENT**

I served ☐ personally ☐ by registered or certified mail (copy of return receipt attached)
☐ by delivery to a member of the defendant's or defendants' household (who was of suitable age, who was informed of the contents and asked to deliver the papers to the defendant(s))
☐ after diligent attempts at personal service, by securely attaching the papers to the main entrance of the tenant's or tenants' dwelling unit (list personal service attempts below)

a copy of the summons and complaint and the attachments listed below on:

Defendant(s)/Household member's name	Date and time of service
Place or address of service	
Attachments	
Attempts at personal service (provide attempts if service was by secure attachment)	

☐ **NONSERVICE RETURN** After diligent search and inquiry, I have been unable to serve the defendant(s).

I declare under the penalties of perjury that this return of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled	Fee \$	TOTAL FEE \$	Signature
Incorrect address fee \$	Miles traveled	Fee \$		Name (type or print)
				Title (if applicable)

Note: If documents are served by someone other than a sheriff, deputy sheriff, or other person listed in MCL 600.1910(b), this return must be notarized.

Subscribed and sworn to before me on _____
Date

Deputy clerk/Notary public signature

My commission expires on _____
Name (type or print)

Notary public, State of Michigan, County of _____. ☐ Acting in the County of _____.

☐ This notarial act was performed using an electronic notarization system or a remote electronic notarization platform.

☐ **ACKNOWLEDGMENT OF SERVICE** I acknowledge that I have received service of the summons

and complaint, together with _____ on _____
Attachments Date and time

Signature _____ on behalf of _____

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Defendant
3rd copy - Plaintiff**STATE OF MICHIGAN
JUDICIAL DISTRICT****JUDGMENT
LANDLORD-TENANT****CASE NO.**

Court address

Court telephone no.

Plaintiff

v

Defendant

Plaintiff/Attorney

☐ Personal service

Defendant/Attorney

☐ Personal service**THE COURT FINDS:**by ☐ hearing ☐ default* ☐ consent**

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

POSSESSION JUDGMENT

- ☐ 1. The plaintiff has a right to recover possession of the property.
- ☐ 2. There is now due to the plaintiff for nonpayment of rent and other money due under the lease:
- a. Rent to retain possession \$ _____
- b. Other money due..... \$ _____
- c. Costs..... \$ _____
- d. Total \$ _____
- ☐ 3. The defendant has a right to retain possession.

IT IS ORDERED:

- ☐ 4. ☐ a. The plaintiff can apply for an order evicting the defendant if the defendant does not pay the plaintiff or the court the amount due in item 2d above or does not move out on or before _____ Date .
- ☐ b. The plaintiff can apply for an order evicting the defendant if the defendant does not move out on or before _____ Date .
- ☐ c. An immediate order of eviction shall be entered pursuant to MCL 600.5744(2).
- ☐ 5. The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property.
- ☐ 6. Acceptance of partial payment of the total amount due in item 2d above ☐ will ☐ will not prevent the court from issuing an order evicting the defendant.
- ☐ 7. No money judgment is entered at this time.

MONEY JUDGMENT

- ☐ 8. A possession judgment was previously entered. Damages \$ _____
- ☐ 9. A money judgment, which will earn interest at statutory rates, is entered as follows: Costs \$ _____
- Total \$ _____

10. **THE COURT FURTHER ORDERS:** _____

Date _____

Judge _____

Bar no. _____

YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond, which must comply with all court rules and must be filed in court by _____ Date . You may want legal help.

☐ MCR 4.201(l) was explained to the parties.

CERTIFICATE OF MAILING: I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

Date _____ Deputy clerk _____

****Approved:**

Date _____ Plaintiff/Attorney _____

Date _____ Defendant/Attorney _____

DC 105 (6/17) **JUDGMENT, LANDLORD-TENANT**

MCL 600.5744 , MCR 4.201(K)(1)(d)

Approved, SCAO

Original - Officer return
1st copy - Court2nd copy - Defendant
3rd copy - Plaintiff**STATE OF MICHIGAN
JUDICIAL DISTRICT****APPLICATION AND ORDER OF EVICTION
Landlord-Tenant / Land Contract****CASE NO.**

Court address

Court telephone no.

Plaintiff's name, address, and telephone no.

Defendant's name(s) and address(es)

v

Plaintiff's attorney, bar no., address, and telephone no.

NOTE: An application may be required even though a request for an order of eviction is granted in the judgment.**APPLICATION**1. On _____ judgment was entered against the defendant(s) and the plaintiff was awarded
Date

possession of the following described property: _____

2. No payment has been made on the judgment or no rent has been received since the date of judgment, except the sum of

\$ _____ received under the following conditions: _____

3. The plaintiff has complied with the terms of the judgment.

4. The time stated in the judgment before an order of eviction can be issued has elapsed.

I declare that the statements above are true to the best of my information, knowledge, and belief.

Date_____
Plaintiff/Attorney signature**ORDER OF EVICTION****IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:****To the Court Officer:** You are ordered to restore the plaintiff to, and put the plaintiff in, full possession of the premises._____
Date issued_____
Judge_____
Bar no.**NOTE:** In tenancy cases, this order must be executed within 56 days of the issuance date.**DC 107 (3/16) APPLICATION AND ORDER OF EVICTION, Landlord-Tenant / Land Contract**MCL 600.5744, MCR 4.201(L),
MCR 4.202(K)

APPLICATION AND ORDER OF EVICTION

CASE NO.

RETURN

I certify and return that on _____ I executed the order of eviction on the other side of this form
Date

by evicting _____
Name(s)

from the property, and I have restored the plaintiff to peaceful possession as ordered.

Date _____

(Deputy) sheriff/Court officer/Bailiff

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

*The information in this publication is available,
upon request, in an alternative, accessible format.*





For more information regarding the Michigan Legislature,
scan this QR code with your smartphone.

EXHIBIT 4

CITY OF YPSILANTI — ANTI-DISCRIMINATION ORDINANCE

This information is intended for informational purposes only. It is not to be considered legal advice. Those with particular legal questions or situations should consult with an attorney.

What is discrimination under the ordinance?

Unfair treatment or denial of normal privileges to a person based on one or more of that person's following traits:

- Race, color, national origin, or immigration status;
- Sex, sexual orientation, gender identity, or gender expression;
- Religion;
- Marital or familial status;
- Felony, or a misdemeanor conviction
- Disability status;
- Educational association;
- Source of income;
- Age;
- Height; or
- Weight

If a person is being discriminated against because of one or more of these traits, it does not matter if that person's trait is an actual trait or merely perceived by the person that is committing the act of discrimination. For example, if a person is denied employment because the employer believes the applicant is of a particular race, that is generally an act of discrimination, whether or not the applicant is actually a member of that race.

What does the ordinance prohibit?

Discriminatory housing, employment, and public accommodation practices are the types of conduct generally prohibited by the ordinance. The adoption and enforcement of such discriminatory policies is also prohibited under the ordinance, as well as the advertising of the same. Assisting, coercing, or requesting another to discriminate as defined under the ordinance is prohibited, as well as retaliation for making a complaint or requesting an investigation.

What are discriminatory housing practices?

Treating someone differently in the leasing, selling, or making housing facilities available based on one or more of the characteristics stated above. This includes the terms and conditions included in agreements as well as providing maintenance and repair. In promoting a sale or lease of housing, it is unlawful under the ordinance to suggest that changes relative to any of the characteristics stated above are happening or will happen. It is also unlawful to place a sign on property that indicates a property is for sale or has recently been sold when this is untrue. Finally, it is unlawful under the ordinance to refuse to lend money for the purchase or repair of property based solely on the location of such property in the City.

What are discriminatory employment practices?

Treating someone differently in the hiring, compensation, promotion, demotion, termination, or general employment of someone based on one or more of the characteristics stated above. This includes conditions or terms in an employment agreement. With regard to labor unions and apprenticeship programs, it is also unlawful under the ordinance to limit membership, terminate membership, or place different conditions of membership based on one or more of the characteristics stated above.

What are discriminatory public accommodation practices?

Treating someone differently in the offering of goods, services, activities, or privileges otherwise sold or made available to the public based on one or more of the characteristics stated above. This includes governmental, educational, health, day care, financial, transportation, and recreational institutions or businesses or any facility of any kind whose goods, services, activities, or privileges are extended, offered, sold, or made available to the public.

What should I do if I believe I have been a victim of discrimination within the City of Ypsilanti?

Complaints of discrimination under the ordinance should be made in writing to the Ypsilanti City Attorney. The City Attorney is John M. Barr and his office is located at:

105 Pearl Street
Ypsilanti, MI 48197
Phone: 734-481-1234
Fax: 734-483-3871
Email: jbarr@barrlawfirm.com
Website: www.barrlawfirm.com

Complaints must state the details of the allegation as well as the name and address of the person or entity alleged to have committed the discrimination. Complaints may be made by the individual alleging discrimination or through their attorney. Within 10 days of filing, the person who made the complaint or their attorney must mail a copy to the person or entity alleged to have committed the discrimination by certified mail.

In addition to filing the complaint with the City, the person alleging discrimination may make separate complaints to the Michigan Department of Civil Rights, the U.S. Equal Employment Opportunity Commission, or the U.S. Department of Justice. You may also wish to consult with an attorney with regard to a civil action. Please keep in mind that there are time restrictions in making claims and complaints under all of your reporting options. Complaints under the City's ordinance must be brought within one year from the date of the alleged act of discrimination. You should consult with the individual agencies or your attorney regarding other time limitations.

MDCR

www.michigan.gov/mdcr

Phone: 313-456-3700

Toll-Free: 800-428-3604

TTY: 887-878-8646

Email:

MDCRServiceCenter@michigan.gov

EEOC

www.eeoc.gov

Detroit Field Office

477 Michigan Avenue

Room 865

Detroit, MI 48226

Phone: 800-669-4000

TTY: 800-663-6820

USDJ Civil Rights Division

www.justice.gov/crt

950 Pennsylvania Avenue, NW

Office of the Assistant Attorney

General, Main

Washington, DC 20530

Phone: 202-514-4609

TTY: 202-514-0716

What happens after I file a complaint to the City Attorney?

The City Attorney investigates complaints to determine if probable cause exists to believe that the ordinance has been violated and issues a report to the Human Relations Commission. If probable cause does exist, the Human Relations Commission will notify the complainant and respondent of mediation. Separately, the City Attorney may authorize a civil infraction against the respondent. Violations of the ordinance are punishable by a fine of not more than \$500 plus all costs of the action as well as possible injunctive relief.

What should I do if my complaint is against either the
City Attorney or a Human Relations Commissioner?

If you believe you have been discriminated against under the ordinance by the City Attorney, an assistant city attorney, or a human relations commissioner and you wish to file a complaint with the City, complaints should be filed with the City Manager, who will similarly investigate the matter and report findings to the Human Relations Commission. If the complaint is against a human relations commissioner, that commissioner will not serve on the commission until there has been a determination of the complaint. The City Manager can be reached at:

Ypsilanti City Manager
City Hall, Fourth Floor
One South Huron Street
Ypsilanti, MI 48197
Phone: 734-4834810
Fax: 734-483-7260

CITY OF YPSILANTI – LANDLORD AND TENANT RELATIONS

This information is intended for informational purposes only. It is not to be considered legal advice. Those with particular legal questions or situations should consult with an attorney.

Maintenance and Repair

Chapter 58, Article IV, of the Code of Ordinances for the City of Ypsilanti concerns landlord and tenant relations for the City of Ypsilanti. Section 58-122(a) of this Article provides that landlords keep all leased premises in the City must fit for use (habitation) and kept in reasonable repair, including compliance with all applicable health and safety laws and regulations of the State of Michigan and the City, during the term of the lease. Tenants and landlords may modify this requirement if the term of the lease is at least one year. However, Section 58-121(a) of the Article requires that a lease agreement specify the responsibilities of the tenant and landlord for maintenance of the premises, including the exterior.

Chapter 18, Article VI, Division 3 of the Code of Ordinances requires that most apartments in the City of Ypsilanti obtain a certificate of compliance from the City to ensure it is free of any violations, safe, and fit for occupancy. The City of Ypsilanti conducts regular inspections of these rental properties as part of this procedure. If a tenant discovers that maintenance or repair of their apartment is required, they should notify their landlord in writing to remedy the issue. If 10 days have passed since this notification has been made and the issue has not been corrected, tenants may file a complaint with the Ypsilanti Building Department. A form is attached, but may also be obtained from the City's website: <http://cityofypsilanti.com/168/Rental-Inspections>. Also attached, for reference, are the City of Ypsilanti Rental Inspection Guidelines. This can also be obtained from the same website.

Tenant's Rights to Privacy

Chapter 58, Article IV, Division 2 of the Code of Ordinances for the City of Ypsilanti relates to "tenant's rights to privacy" in the City. These rights include the following:

- Right to exclusive use and occupancy of the dwelling unit.
- Right to no entries by landlord or agent without notice and tenant's permission except in case of an extreme condition.
- Right to respect for their personal possessions when the landlord or the agent has legally entered the unit.
- Right to be free from sexual harassment by the landlord or his agent.
- Right to require identification of any person seeking to enter the unit.
- Right to install additional locks.

Regulation of Entry

Unless the building is for sale or the lease is within the last three months of expiring, advance notice in writing of at least 72 hours is required before a landlord may enter a leased dwelling without permission. However, a tenant may not unreasonably withhold permission. If a building is being for sale or a lease term is going to expire within three months, this advance notice requirement is 24 hours. The notice issued to a tenant must provide the reason for entry, the person making the entry, the approximate time of entry, and a notice of the tenant's right to privacy.

While making entry, neither the landlord nor the landlord's agent may look through a tenant's personal possessions. The person requesting entry is required to provide proof of identification at the time of entry. If this person fails to do so and is not known to the tenant, denying permission to enter is presumed reasonable. Upon leaving, a notice indicating when entry was made, the person making entry, and the actions taken must be left in the unit. Abuse of a landlord's right of access or its use to harass a tenant is a violation of the Code of Ordinances.

In an extreme condition, such as the risk of life or limb and when the property is in imminent danger, a landlord may enter an apartment if the tenant is not present, but must provide subsequent notice to the tenant as required after entry within 24 hours.

Additional Rights

A tenant has the right to install additional locks at any time, so long as the installation is made by a licensed locksmith, does not damage the structure, and is in compliance with all city codes. Prior notice of such installation is required to be given to the landlord, who must approve the placement and style of the locks. Landlords are required to rekey locks between tenants.

A tenant's right to privacy also includes the right to be free from sexual harassment. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature. It is considered a violation of the Code of Ordinances if a landlord or landlord's agent requests or demands that a tenant perform or permit sexual activities. In addition to other available remedies, a tenant may terminate the lease upon violation of this provision of the Code of Ordinances.

Violations

Upon written notice to the landlord of a violation of the provisions of the Code of Ordinances discussed herein, the tenant may either deduct one month's rent and place it in escrow or bring a civil action for damages and actual attorney's fees. The amount of such damages is one month's rent, \$500, or actual damages, whichever is greater. Upon written notice of a second violation, the tenant may terminate the lease and/or bring an action for damages. In such an instance, damages are increased to the greater of three times one month's rent, \$1,500, or actual damages, whichever is greater.

If a tenant decides to withhold rent, the landlord may bring suit against the tenant for non-payment of rent. However, the tenant may defend such a suit by citing the violation(s) of the Code of Ordinances. The rights of tenants discussed herein are in addition to other rights available by applicable local, state, or federal law, including actions for injunctive relief. Tenants should consult with an attorney with regard to their rights and obligations.

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EXHIBIT 4

**CITY OF YPSILANTI BUILDING DEPARTMENT
RENTAL PROPERTY GUIDELINES/CHECK LIST**

ALL WORK TO BE DONE IN A WORKMANLIKE MANNER

ALL EQUIPMENT, SYSTEMS, DEVICES AND SAFEGUARDS REQUIRED BY THIS CODE OR A PREVIOUS STATUTE OR CODE SHALL BE MAINTAINED IN GOOD WORKING ORDER. THIS LIST IS NOT INTENDED TO BE ALL INCLUSIVE.

EXTERIOR

Address Number Posted – At least 3" high, 1/2" stroke & readable from the right of way; room #'s, unit #'s & mailbox #'s installed/affixed.

Porch/Deck/Balcony – Handrail – 4 risers or more – 34"– 38", Guardrail – 36", balusters, maximum 4" opening between each. Decking, columns, skirting, stair stringers, riser & treads in sound condition & good repair.

Sidewalks – No more than 3 cracks, spalling or 3/8" difference in rise (trip hazard).

Potholes – No trip hazards or standing water.

Chimney/Cap – Brick/mortar must be solid, not crumbling/flaking. Cap in place, flashing and flue in sound condition and good repair. Tuckpoint where necessary.

Foundation – Solid without deterioration. Tuckpoint where necessary.

Roofs – Shingles, sheathing, drip edge, fascia, soffits & roof vents in sound condition & good repair; vegetation (trees) hanging on roof to be removed. Maintain proper drainage on flat roofs to allow for water runoff.

Gutters/Downspouts – Free and clear from vegetation, attached properly, pitched to downspout and not discharge to adjacent property or right-of-way.

Lights/Globes – Must be in place, in sound condition and good repair.

Siding – Must be reasonably clean, free from holes, loose/rotting materials & maintained weatherproof. Scaling, peeling & flaking painted areas scraped and repainted.

Fire Escape – Three or more floors must have fire escape; exterior stairwell, floor sprinkled or constructed 5/8 drywall throughout (min. type 5A building).

Windows/Sills – Free from cracks, window glazing putty in good condition surrounding all glass & have locking device. All windows, except fixed ones, to be easily openable & capable of being held in position by window hardware (not with a prop). All double-hung windows must be equipped with sash locks securely attached to the inner window frame by screws a minimum of three-fourths of an inch in length. Operable windows and sliding doors located in whole or in part within 6 feet above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a secondary locking device. (a) Double-hung windows shall be equipped with pin locks or other secondary locks approved by the department. The pins for such locks shall be secured to the window frame. The pins shall be able to be inserted into holes that allow the window to be secured in the closed position and in a position to allow for ventilation yet prohibit entry. The holes shall be drilled at a slight downward angle through the inner frame and halfway into the outer frame. The pins shall not require the use of any key or tool for removal. (b) Sliding windows and doors shall be equipped with a rod at least 3/4 inch in diameter and of such length as to prevent the door or window from being opened when laid in the bottom track. All in sound condition, good repair and weather tight.

Doors (to dwelling units) – Shall be equipped with locking devices & fit tightly secure. All swinging doors which are accessible from the exterior of the unit shall be equipped with deadbolt locks (min. 1" throw). A lock must be capable of being deadlocked, (not spring-loaded), from the interior and by an exterior key. Every entrance door which does not contain a window shall be equipped with a wide-angle peephole door viewer. Sliding windows and doors at ground level or otherwise accessible from the exterior must be equipped with a rod at least 3/4" in width or diameter and of such length as to prevent the window/door from being opened when the rod is laid loosely in the lower track. Facing and trim must be in place and secure. Door & hardware must be maintained in good condition.

Doors (to common areas) – In multiple dwellings which are offered for rent or lease and where access to individual dwellings or rooming units are obtained by means of common hallways and exterior doors, such exterior doors and any windows shall be equipped as follows:

1. All doors shall be self closing and self latching and shall not be equipped with any type of hold open device.
2. All doors shall be equipped with a lock requiring a key or code for entry from the exterior. The lock shall operate without any key, code, tool or other special knowledge or effort from the interior and be of a type that remains locked from the exterior at all times. Electric releases are permitted, and if so equipped, the releases shall be operable at all times. Strike plates shall have protective guards on the exterior side to prevent the lock from being pried open.
3. If a common hallway has operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface. The windows shall be equipped with locks as per section 309.1.1 and 309.1.2. The windows shall be equipped with insect screens per section 304.14.4. Common tenant areas such as laundry rooms, storage areas, etc., which are accessed from a common hallway shall have entry doors meeting the requirements of this section.

Screens – Every door, window & outside opening utilized or required for ventilations purposes shall be supplied with approved tightly fitting screens, free from holes/defects in place from 04/01-12/01.

Electrical Meter/cable – Meter box must be secure & cable secured every 24". All other cables to be secured in a workmanlike manner.

Accessory Structures, fences & retaining walls – maintained structurally sound and in good repair, secure from rodents, vagrants and weather.

Trash receptacles – Landlord must provide trash containers. Must have leak proof, covered outside container(s).

KITCHEN

Fire Extinguisher – Minimum #1A-10:BC (ABC type) – mounted visibly & easily accessible in kitchen area.

Outlets – 3 required - two readily accessible GFCI or GFCI protected – 20 amp grounded. In existing structures with three or more units, GFCI's not required in kitchen unless outlet(s) has been or needs to be changed.

Garbage disposal – If installed must have cord clamp, no leaks; splash guard in good condition.

Faucets/plumbing – Should not be loose or drip, must have correct drain/trap functions & stopper.

Caulking – Around backsplash, sink, windows.

Floor/walls – In good condition/appearance.

BATHROOM

Receptacles – All receptacles shall be GFCI protected.

Exhaust – Must have a window with screen or mechanical ventilation (bath fan).

Caulking – Around tub, tub surround seams & vanity backsplash; clean, neat & well adhered.

Faucets/plumbing – Should not be loose or drip, must have correct drain/trap functions & stopper.

Floor/walls – In good condition, no damaged or missing floor tiles and free from mold/mildew.

BEDROOMS / LIVINGROOMS

Windows, doors, flooring, walls & outlets – As mentioned above and below. Windows required for egress shall not be blocked by furniture or portable air conditioning units.

BASEMENT / MECHANICAL ROOMS / LAUNDRY AREAS

Furnace – Must have sufficient service clearance, access door panel, filter and 30" clearance at all times.

Water Heater – Must have access covers in place, flue connections correct (bonnet secure, water drip leg, correct gas/relief valve and 30" required clearance at all times).

Boiler – If building is 6 units or more, must have valid certification from the State Boiler Division.

HVAC Certification Requirement – All gas fired heating equipment shall be serviced & inspected by a licensed mechanical contractor.

The mech. contractor shall provide certification of inspection minimally every 4 years. The certification shall be on a form approved by the Building Official. Inspectors may require cleaning & service more frequently based on observations made during the inspections.

Dryer – Must have clean approved vent (rigid duct) connected and approved connector, if gas.

Fire Extinguisher – All common tenant areas in the structure containing laundry equipment for tenant use shall be equipped with a fire extinguisher with a minimum rating of 10ABC and meeting the requirements of the Fire Prevention Code of the City of Ypsilanti.

Smoke Detector – Required in basement. Normally found at bottom of stairs ceiling (not in joist cavity).

Electrical Panel – MUST be labeled with respective circuits and units, and all cover plates in place. Empty knock-out openings must be covered.

Combustibles – No combustible storage in mechanical rooms or under stairs.

Exterior Hatchways – Must be maintained to prevent the entrance of rodents, rain & water.

MISCELLANEOUS

Group Homes – Must provide State certificate and Fire Equipment report.

Drywall/plaster repairs – Must be correctly finished and painted.

Stair handrails/guards – In place, secure and in good condition.

Flexible gas lines – Range & dryer cannot exceed 6 ft. Water heater and furnace cannot exceed 3 ft. More than that requires rigid or ANSI approved pipe; permit required for installation of more than 10 feet or 6 connections.

Smoke detectors – A minimum of one smoke detector required in the immediate area of all sleeping quarters & each floor.

Beginning March 14, 2007, must comply with new code minimums which state a smoke alarm (unless hard-wired), powered by a non-rechargeable battery (able to power the detector under normal conditions for 5 years), be installed in each sleeping room or directly outside each sleeping room, & one on each floor level, including the basement; & shall be listed, installed & maintained in accordance with the manufacturer's installation requirements, the provisions of the Code, and the provisions of NFPA 72. *This information has been abbreviated & paraphrased.*

Overstuffed furniture – Not allowed outside/on porch unless porch enclosed or intended for exterior use.

Floors/coverings – In good shape, clean, no trip hazards. Carpets stretched properly.

Deadbolts – required on all exit doors or each unit – min. 1" throw.

Fluepipes – Correct pitch, joints and support.

Egress/Hallway lighting – must be operable and maintained.

Exit/emergency signage/battery backup/fire protection systems service/alarm systems – All must be working, serviced and maintained as required by the Fire Code.

Outlets/switches – Secure and in working condition, not to be painted over, type as appropriate.

Globes for lights – Must be in place and in sound condition.

Closet doors – Secure, in place & operable. Clothes closet lights shall have a globe.

Utilities – (water, gas, electricity) all on and working properly.

Permits/inspections – Must have permits and final approvals for all permitted work since last inspection.

Mowing – Grass and weeds to be kept mowed/trimmed, no higher than 10".

Vehicles – Currently licensed, operable, parked correctly in legal location.

Property Registration – Must have completed/current form on file with the Building Department.