

PLEASE READ THE WHITE PAGES OF THIS BOOKLET PRIOR TO READING THIS SECTION.

I INTRODUCTION

It is the opinion of the landlord advocate authors that most problems may be resolved between lessors and tenants without the use of courts or attorneys. Only when there is a problem that is not resolved satisfactorily between lessor and tenant should either party resort to legal action.

In this section of the book, the advocate authors are allowed to present their opinions regarding different interpretations in the various sections. This section will represent the opinions of the attorneys representing the landlords in the preparation of this book.

II YOUR RELATIONS WITH YOUR LESSOR

Both lessors and tenants stand to gain from a good relationship where there is mutual respect and neither party tries to take advantage of the other. Most lessors are honest and competent and try to treat tenants fairly. As in most cases, the bad reputation is generated by the few. Do not assume your lessor is out to cheat you; give them a chance to solve the problems. Most problems are more easily and quickly solved before they end up in court. If you are unable to reach a settlement with the lessor, then all of your legal rights and remedies are still available.

III DISCRIMINATION

See the white section.

IV THE LEASE OR RENTAL AGREEMENT

See the white section.

V UNENFORCEABLE LEASE CLAUSES

As indicated in the white section of this booklet, "some clauses contained in some leases are not enforceable." While some clauses may be unenforceable, most lease clauses are enforceable.

The question of the enforceability of lease clauses is a very serious and technical matter requiring considerable legal expertise. For this reason, it is very important that any decision to ignore certain provisions of a lease as being unenforceable be based upon a legal opinion to that effect.

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

As mentioned in the white section and in other parts of these comments, a lease is a contract. In addition, some applications and other documents signed in anticipation of entering into a lease are also contracts enforceable under the laws of the State of Michigan. Most documents, such as applications, deposit agreements and lease agreements, set forth what will happen to a deposit that is made on a rental unit in the event you decide not to move into the unit. Please carefully read the documents that you execute prior to signing.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL

You do have the right to a clean apartment when you move in just as you have a responsibility to leave a clean apartment when you leave. Problems sometimes arise when a tenant fails to leave a clean apartment and even fails to vacate when obligated to do so by lease. If you wish to occupy the premises before it is clean, you may waive your rights to a clean apartment. It is recommended that any agreement regarding cleaning be put in writing prior to taking occupancy so there will be no misunderstanding.

B. YOUR RIGHT TO HAVE THE LESSOR REPAIR

Your lessor is limited as to his right to enter your apartment. Therefore, you must notify your lessor of needed repairs. Give your lessor reasonable time to make the needed repairs. What constitutes a reasonable time depends on the type of repair. If you are unable to obtain the needed repairs from the lessor, consult the white section as to your rights and remedies.

C. THE CERTIFICATE OF COMPLIANCE

Your lessor's certificate is valid until it is actively revoked by the City of Ann Arbor. The fact that there are code violations does not automatically revoke the certificate. The City of Ann Arbor may revoke the certificate if the lessor does not make the needed repairs within a time considered reasonable by the City.

VIII WITHHOLDING RENT

As set forth in the text of the booklet, you do, under Michigan law, have the right to withhold rent. This is an extremely strong tool and should be used by you only as a "last resort." The withholding of rent nearly always **requires** that your lessor start a lawsuit in District Court. This generally involves the payment of fees to an attorney, which often reduces the amount of money available for "settlement" between the parties. Please make every attempt short of withholding your rent to remedy your problem with your lessor.

IX SUING THE LESSOR TO OBTAIN REPAIRS

Proper repairs can be made much quicker and with less inconvenience when

the tenant notifies the lessor and the details are worked out between the two of them. The courts should be used after direct discussions have failed and the proper repairs have not been made.

X RIGHT TO ENTER

The lessor's right to enter your dwelling is a matter of contract rights. You should consult your lease to determine what rights your lessor has. If your lease is silent as to your lessor's rights to enter, then your lessor may only enter with your permission or in the event of emergency to protect property or life.

It is strongly recommended that the lessor respect the tenant's right to privacy and that the tenant cooperate so the lessor can make needed repairs and show the apartment to prospective tenants.

XI EVICTION PROCEDURE

The eviction procedure is established by state law and is set forth in detail in the white pages. It is quite formal and established procedures must be followed. You will generally receive a notice from your lessor if there is a problem. The notice will be entitled "Notice to Terminate" or "Notice to Quit." The Notice to Quit requires that you pay rent or take some other action, which action will be specified on the notice within seven days of receipt by you or the lessor will have the right to start a lawsuit against you. The Notice to Terminate, often referred to as a "30-Day Notice," informs you that your lessor feels that you have been violating the terms and conditions of the lease and that you must cease such violation. The Notice to Terminate may also be used to terminate a month-to-month lease regardless of whether there are violations of lease terms. In the event you fail to remedy any of the items set forth in the notice or fail to vacate the dwelling, your lessor has the right to bring a lawsuit against you.

You would next be served with a summons and complaint personally or they will be affixed to your dwelling unit by an officer of the court. The documents tell you when and where you must appear and what claim is being placed against you by your lessor. It is in your best interest to appear at the court hearing to attempt to resolve the problem. You will be advised in the court hearing that you have the right to an attorney. At this stage of your relationship, it is advisable to be assisted with your legal rights. Several agencies capable of assisting you with your legal rights are listed elsewhere in this booklet.

Should the court find against you and you fail to make payment or remedy the problem within the court-allocated time, your lessor will have the right to evict you. This eviction procedure is currently accomplished with the assistance of a Washtenaw County Sheriff's deputy who assists in maintaining the peace.

XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT

A. In no way is the list of legal duties a complete list of all duties. It is an attempt

to list a few of the most obvious and important. Your lease most likely will create numerous other duties which are your legal obligation.

- B. The common sense items may also be legal duties and failure to comply with some of these items may also create a liability on you.
- C. Third parties may also have a claim against a tenant who fails to vacate properly or who damages their rights or property by a failure to properly perform either the legal duties or the common sense items.

XIII LEASE ASSIGNMENT AND SUBLETTING

See the white section.

XIV YOUR SECURITY DEPOSIT

The date of termination of your occupancy is the last day of your lease unless you have agreed with the lessor in writing to some other date. (Subletting does not automatically terminate your lease.)

The lessor is entitled to deduct from your security deposit the amount of your unpaid rent for the period of your actual or constructive possession without filing a lawsuit.

XV LIABILITY FOR DAMAGES

In order for the lessor to be held liable for damages to the tenant or the tenant's belongings, it must be established that the lessor was negligent or breached the lease. The opposite is also true; negligence or breach of lease must be found before the tenant can be held responsible for damages to the lessor or the lessor's property.

XVI CODES

The code requirements as previously listed may be changed by the Housing Board of Appeals for due cause and a variance granted to alter the code requirement for a specific location. The Housing Bureau of the Building Department in the Ann Arbor City Hall has records of variances which have been granted.

THE THREE SECTIONS OF THIS BOOKLET ON THE RIGHTS AND DUTIES OF TENANTS ARE THE OPINIONS OF THEIR AUTHORS. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS AND DUTIES AS A TENANT, CONSULT YOUR LAWYER, FREE LEGAL AID SOCIETY, OR TENANTS UNION LAWYER.