TENANTS and LANDLORDS

a practical guide
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.

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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.
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 sheet 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.

- **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 a 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:

1. **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., tenant stays in possession and landlord accepts the rent—the lease is considered renewed for the same fixed term upon the same conditions.

2. **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.

3. **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).

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 is 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 (Act 454 of 1978, MCL 554.631 to 554.641) regulates residential leases—requiring the landlord to disclose certain information. Leases differ somewhat in terms, but a written lease agreement should include:
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;
7. Amount of the security deposit, if any;
8. Name and address of the financial institution holding the security deposit;
9. Notice of the tenant's obligation to provide a forwarding address to the landlord within 4 days of terminating the tenancy;
10. 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.”
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?

The Michigan Truth in Renting Act regulates residential leases—prohibiting certain clauses or provisions and prescribing penalties. A provision or clause in a lease that violates the Truth in Renting Act is void. In particular, a written lease shall not include a provision which:

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 must 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. If the landlord fails to fix it within the time specified, the tenant may bring an action to:

   > void the entire lease agreement;
   > make the landlord remove the prohibited provision from all lease agreements in which it is included; and
   > recover $250 per action (for prohibited provisions) or $500 per action (for missing disclosure provisions required by law), or actual damages, whichever is greater.

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, rules, or regulations, the parties can agree to almost anything and include it in the lease. It can be as outlandish 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.

＞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.

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.

Additionally, there are special termination rights for senior citizens or persons incapable of independent living.

Q7 What are the termination rights for senior citizens or persons 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)

Q8 What does “joint and several liability” mean?

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.

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:

＞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.
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. 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, or major roof damage;

2. **Major problems** affect the quality of the residential environment, but not to the degree that the life of the occupant(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, locks; dripping faucets; household pests; peeling paint and wallpaper.

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**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:

- a) Fit for the use intended by the parties; and
- b) In *reasonable repair* during the term of the lease; and
- c) 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.

**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.

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

**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 re-inspection fee once the repair is made). Call the local inspector’s office to find out how much the fee will be.

**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, and must have been given a reasonable amount of time to fix the problem.

■ **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.

**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:
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) has 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. Reputable repair companies will come to the house and 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:** While the repair-and-deduct method may work well for small repairs, it may not work for large repairs. See page 44.

**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.** 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).

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 27 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 that, 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, to take responsibility, and to find solutions that best meet their needs, while strengthening the landlord-tenant relationship.
The following are sample letters which may be used in dealing with various landlord-tenant problems. It should be noted that most problems 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 sample letters which follow serve as a guide; these specific samples cannot, and do not, cover every type of landlord-tenant problem which may arise.

Samples of Tenant’s Letters 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 home phone number is ___________________ and my work phone number is ___________________.

For now, it is easiest to reach me: ___________________

(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 and escrowed.

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 canvass 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 my next rent payment.

Sincerely,

_________________________________________  _________________________
Tenant                                      Date
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
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 7 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 ____________________________