LEGISLATIVE SERVICE BUREAU

A Practical Guide for

TENANTS & LANDLORDS



This booklet is designed to provide landlords and tenants with some basic information about their rights and responsibilities regarding rental contracts. In a question-and-answer format, this booklet contains information on some of the relevant federal and state laws regarding rental contracts, security deposits, habitability and repair requirements, the eviction process, and other common areas of landlord-tenant law. It also provides information on some of the unique rights and responsibilities associated with subsidized housing and mobile home parks. At the end of this booklet, you can find court forms that have been approved for use by the State Court Administrative Office.

This informational booklet is intended to serve only as a guide, and it is not an exhaustive overview of all of the laws and regulations that may be applicable in a landlord-tenant relationship. This booklet is not a substitute for the services of an attorney, nor is it a substitute for competent legal advice.

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UNDERSTANDING LEASES AND TENANCIES

Whether you are a landlord or a tenant, when you sign a lease agreement, you are signing a contract. This means that you are legally obligated to perform certain duties and that you are assuming certain responsibilities. Along with these duties and responsibilities, you are also granted certain rights and protections when you sign a lease agreement. This is why it is incredibly important for you to read and understand the terms of your lease.

QUESTION 1: *Who is the landlord?*

The ***landlord*** is the party who agrees to transfer possession and use of the rental property. This is typically the owner of the property, but it may also include an agent or an employee of the owner, or a management company.

QUESTION 2: *Who is the tenant?*

The ***tenant*** is the party who is taking possession of the rental property from the landlord under the terms of a lease.

QUESTION 3: *What is a tenancy?*

The term ***"tenancy"*** refers to the property right that a tenant receives from the landlord – generally under a lease. When the owner of the property conveys to another person a lesser interest in the property for a period less than that of the owner's for something of value (generally rent), the owner is granting to the other person the use and enjoyment, as well as the exclusive legal possession and control, of the property during that period. This is what creates a tenancy.

QUESTION 4: *What are the different types of tenancies?*

There are generally 3 different types of tenancies.

Fixed-term tenancies, also known as tenancies for years, are when a lease agreement specifies when the tenancy will begin and when it will end. Unless otherwise provided for in the lease, if the parties acquiesce – i.e., the tenant stays in possession of the property and the landlord continues to accept rent – the lease is considered renewed for the same fixed term upon the same conditions.

Periodic tenancies, also referred to as tenancies at will, are when the duration of the tenancy is indefinite. It is created by actual or implied consent. The lease is considered renewed at the end of each rental period (such as month-to-month or week-to-week, depending on how often rent must be paid). The most common type of periodic tenancy is a month-to-month lease.

Tenancies at sufferance, also referred to as holdover tenancies, occur when a tenant continues to remain in possession of the rental property after their legal right to possession has ended (oftentimes based on the landlord's failure to act).

LEASE AGREEMENTS

Lease agreements are the contracts between landlords and tenants that transfer possession and use of the rental property to the tenant. Michigan statute provides some guidance as to the content of lease agreements, including clauses and provisions that are required to be included in lease agreements, as well as clauses and provisions that are prohibited from being included in lease agreements. These provisions are primarily located in Michigan's Truth in Renting Act, MCL 554.631 – MCL 554.641.



QUESTION 5: ***Are lease agreements required to be in writing?***

While it is common for lease agreements to be put into writing, that is not always the case. In some cases, the lease is an oral agreement as to the move-in and move-out dates, the address of the property, the amount of the rent, and the date on which rent must be paid.

However, there are some situations where lease agreements are required to be in writing. Under Michigan law, lease agreements for a period of more than one year are required to be in writing and signed. MCL 566.106, MCL 566.108, MCL 566.132(1)(a). This is a legal doctrine known as the statute of frauds, which requires certain types of contracts to be in writing and signed in order for them to be enforceable.

QUESTION 6: ***Are certain things required to be included in a lease agreement?***

Yes, MCL 554.634 requires that certain information be included in a rental agreement. Specifically, the name and address at which required notices may be given to the landlord must be included in the lease. Additionally, a notice in substantially the following form must be included:

> *"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."*

This notice must be located in a prominent place in type that is not smaller than 12-point font, or in legible print with letters that are not smaller than 1/8 inch.

If a landlord requires a tenant to pay a security deposit, there may be additional provisions required to be included in the rental agreement. Security deposits will be discussed in more detail in the ***Security Deposits and Inventory Checklists*** section of this booklet.

Additionally, there are certain provisions that are implied to be in all residential lease agreements. These are referred to as the covenants of habitability and fitness, which are related to the condition of the property. These implied provisions are discussed in greater detail in the ***Repair and Maintenance*** section of this booklet.

QUESTION 7: ***What other types of clauses and provisions may be included in a lease agreement?***

In general, as long as a clause or provision does not violate federal, state, or local laws, regulations, rules, or ordinances, the parties to a rental agreement can agree to almost anything and include it in the rental agreement.

Some additional clauses and provisions that a landlord and a tenant may want to include in the lease agreement include, but are not limited to:

(1) The name and signature of the landlord.
(2) The name and signature of the tenant.
(3) The rent amount to be paid, how frequently the rent is to be paid, and when and where the rent may be paid.
(4) The address of the rental property.
(5) The start and end dates of the tenancy, if it is a fixed-term tenancy.
(6) The party who is responsible for utilities.
(7) The repair and maintenance responsibilities.

QUESTION 8: ***What types of things are prohibited from being included in a lease agreement?***

In addition to requiring that certain information be included in a lease agreement, Michigan's Truth in Renting Act also prohibits certain clauses and provisions. Under MCL 554.633(1), rental agreements may not contain a clause or provision that:

a. Waives or alters a remedy available to a party when the rental property is in a condition that violates the covenants of habitability and fitness.
b. Waives a right established under the laws that regulate security deposits.
c. Unlawfully excludes or discriminates against a person in violation of the laws relating to civil rights.

d. *Provides for a confession of judgment by a party.*
e. *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 another casualty.*
f. *Waives or alters a party's right to demand a jury trial or any other right of notice or procedure required by law.*
g. *Provides that a party is liable for legal costs or attorney fees incurred by the other party in excess of costs or fees specifically permitted by statute.*
h. *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.*
i. *Provides that rental payments may be accelerated if the tenant violates a lease provision, unless permitted by statute.*
j. *Waives or alters a party's right with respect to possession or eviction proceedings.*
k. *Releases a party from the duty to mitigate (or minimize) damages. See* ***Question 44*** *for more information on the duty to mitigate.*
l. *Provides that the landlord may alter a lease provision after the lease begins without the tenant's written consent, except under certain circumstances. See* ***Question 11*** *for more information on the types of circumstances that may allow a landlord to change a lease agreement.*
m. *Violates the Michigan Consumer Protection Act, which lists multiple unfair trade practices.*
n. *Requires the tenant to give the landlord power of attorney.*

QUESTION 9: *What happens if a lease contains a prohibited provision, or does not contain a required provision?*

If a rental agreement contains a provision that is otherwise prohibited from being included in a rental agreement under the Truth in Renting Act, then the corresponding provision is void. MCL 554.633(3). In a legal context, "void" means that the provision has no legal effect. It is important to understand that under these circumstances, the entire lease agreement is not void, just the specific prohibited provision.

A landlord may fix a violation of the Truth in Renting Act (meaning a failure to include a required provision, or the inclusion of a prohibited provision) by giving the impacted tenants a written notice as required by statute. MCL 554.635. As provided for under MCL 554.636, if a landlord fails to fix the violation, then the tenant may bring a legal action to obtain any of the following forms of relief:

a. *To void the rental agreement and terminate the tenancy;*
b. *To require the landlord to fix the violations via the notice requirements required by statute, as well as prohibit the landlord from including the unlawful provision in, or failing to include the required provision in, subsequent rental agreements entered into; or*
c. *To recover $250 per action for prohibited provisions, $500 per action for missing provisions, or actual damages, whichever is greater.*

QUESTION 10: *Do the requirements and prohibitions of the Truth in Renting Act apply to all lease agreements?*

No, the provisions of Michigan's Truth in Renting Act do not apply to all types of lease agreements. Under MCL 554.632(a), the Truth in Renting Act does not apply if the rental agreement ONLY contains one or more of the following:

(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 rental payments are due.*

QUESTION 11: *Once a lease begins, can the landlord raise the rent, or otherwise change a lease provision?*

In general, landlords may not alter the provisions of a rental agreement after the lease has begun without the consent of the tenant. However, there are some

exceptions to this. According to MCL 554.633(1)(l), with 30 day's written notice, the landlord may make the following types of adjustments to a lease agreement, as long as there is a clause or provision in the lease that allows for such adjustments:

(1) *Changes that are required by federal, state, or local law, rule, or regulation;*
(2) *Changes in rules relating to the property meant to protect the health, safety, or peaceful enjoyment of tenants and guests; or*
(3) *Changes in the amount of rental payments to cover additional costs in operating the rental premises incurred by the landlord because of increases in property taxes, utilities, or premiums paid for insurance.*

QUESTION 12: *Can a landlord charge a tenant a fee for paying the rent late?*

In general, yes, a landlord may charge a tenant a fee for paying the rent late. However, the amount charged for a late fee must be reasonable and proportionate to the actual damages suffered as a result of the late payment.



SECURITY DEPOSITS AND INVENTORY CHECKLISTS

In Michigan, security deposits in relation to lease agreements are regulated by what is commonly referred to as the Landlord-Tenant Relationship Act, MCL 554.601 – MCL 554.616. Under this act, both landlords and tenants have duties and responsibilities when it comes to security deposits. Understanding these duties and responsibilities, and taking appropriate action, is very important.

QUESTION 13: *What is a security deposit?*

A security deposit is any prepayment of rent, other than for the first month's rent, and any refundable fee or deposit. MCL 554.601(d). The security deposit remains the tenant's property, but it is held by the landlord for the duration of the lease, or for a period of the lease, to ensure that the tenant pays any applicable charges. MCL 554.601(d), MCL 554.605, MCL 554.607. It is held as a security to ensure the tenant performs their required duties, as the name implies. The security deposit remains the tenant's property until the landlord establishes a right to it.

QUESTION 14: *Is there a limit on how much a landlord can charge for a security deposit?*

Yes, MCL 554.602 states that a security deposit cannot exceed 1.5 times the monthly rent. This means that if a landlord charges $500 a month in rent, the security deposit may not exceed $750 ($500 x 1.5 = $750).

QUESTION 15: *Once a landlord collects a security deposit, what do they do with it?*

Under MCL 554.604(1), once a landlord collects a security deposit, they must generally deposit the money in a regulated financial institution, such as a bank or credit union. However, the landlord may use the security deposit for any purpose they wish if they deposit a cash or surety bond with the Secretary of State. The cash or surety bond is to ensure that the money is available to repay the tenant's security deposit.

QUESTION 16: *Are there certain things that a landlord has to do in order to require that a tenant pay a security deposit?*

In order for a landlord to require that a tenant pay a security deposit, MCL 554.603 requires the landlord to provide notice. Specifically, not later than 14 days after the tenant moves into the property, the landlord is required to provide the tenant with a written notice that contains the following information:

(1) The name of the landlord and the address at which the tenant can send notices or other communications to the landlord;
(2) The name and address of the financial institution where the landlord will deposit the money for the security deposit as required by law or, in the alternative, the information for the cash or surety bond; and
(3) The tenant's obligation to provide the landlord with a forwarding address within 4 days after moving out.

The notice must specifically contain the following statement:

> *"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."*

This notice must be in 12-point boldface font that is at least 4 points larger than the body of the notice or lease agreement.

QUESTION 17: *What happens to the security deposit at the end of the lease?*

Once the lease has terminated, the tenant has the right to have the entire security deposit returned to them, unless the landlord can substantiate a claim to it. These include the tenant having unpaid rent or utility bills, or the tenant causing damage to the property beyond reasonable wear and tear. MCL 554.607.



QUESTION 18: *What is an inventory checklist, and how is it relevant to the security deposit?*

An inventory checklist is a document that details and provides some proof of the condition of the property when a tenant moves in. In Michigan, inventory checklists are largely governed by MCL 554.608.

Inventory checklists are required to be used both at the beginning and at the end of a tenancy. At move-in, the landlord is required to provide the tenant with 2 identical blank copies of the inventory checklist, which should reference all items in the rental property that belong to the landlord. The checklist shall also contain the following notice:

> *"You should 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."*

This notice must be in 12-point boldface font and located at the top of the first page.

The landlord and tenant may agree to have the inventory checklist returned in a period of time shorter than 7 days. The tenant may request a copy of the termination inventory checklist for the previous tenant, which the landlord must provide.

At the end of the tenancy, the landlord is required to complete a termination inventory checklist that lists all of the damages that the landlord claims were caused by the tenant.

QUESTION 19: *What are the tenant's responsibilities at the end of the lease in regard to the security deposit?*

MCL 554.611 requires that at the end of the lease, the tenant provide their forwarding address, in writing, to the landlord within 4 days of moving out. If the tenant does not provide a forwarding address, the landlord is relieved of their duty to provide notice of damages. See ***Question 20*** for a discussion of these notice requirements. However, a tenant may still bring a claim for the return of the security deposit.

QUESTION 20: ***What are the landlord's responsibilities at the end of the lease in regard to the security deposit?***

MCL 554.609 generally outlines a landlord's responsibilities in regard to the security deposit at the end of the lease. If the landlord receives the tenant's forwarding address within 4 days of move-out, the landlord then has 30 days from the move-out date to either:

(1) Return the entire security deposit to the tenant by check or money order; or
(2) Send the tenant an itemized list of damages that have been lawfully assessed against the security deposit.

The itemized list of damages must be sent by mail and accompanied by a check or money order for the remaining balance of the security deposit, if any. In addition, the itemized list of damages must 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."

This notice must be in 12-point boldface type and at least 4 points larger than the body of the notice.

If the landlord does not send an itemized list of damages within 30 days, the law considers the landlord to have agreed that there are no damages due, and that the landlord shall remit the full amount of the security deposit to the tenant immediately. MCL 554.610.

QUESTION 21: ***What can the tenant do after receiving an itemized list of damages?***

If the tenant disputes any of the damages included on the itemized list from the landlord, the tenant must respond within 7 days of their receipt of the list. The response must be in writing and include details on the damages that they agree or disagree with. MCL 554.612.

QUESTION 22: ***What can the landlord do if the tenant disputes the itemized list of damages?***

In the event that the tenant gives proper notice of their dispute to the itemized list of damages, the landlord generally has 2 options. The landlord could negotiate and come to an agreement with the tenant to settle the disagreement. Alternatively, the landlord could commence a court action to seek a money judgment for the damages that the landlord alleges to have been caused by the tenant. Such a court action must be commenced within 45 days of the termination of occupancy. MCL 554.613.

QUESTION 23: ***What happens to the security deposit if the landlord sells the property?***

Under MCL 554.614, in the event that the landlord sells the rental property, or otherwise terminates their interest in the property, the landlord remains liable for the tenant's security deposit until one of the following occurs:

(1) The landlord returns the security deposit to the tenant;
(2) The landlord transfers the security deposit to the new owner and mails a written notice to the tenant informing them of the new owner's name and address; or
(3) The new owner deposits the money with a regulated financial institution or deposits a cash or surety bond with the Secretary of State.



REPAIR AND MAINTENANCE

During the course of a lease agreement, it is likely that some repair or maintenance issues will arise. These issues can range from something as simple as a cupboard door coming loose to something more serious like a hot water heater going out. Both landlords and tenants have responsibilities and obligations when it comes to the upkeep of the property.



QUESTION 24: ***What are a landlord's responsibilities in regard to maintaining the rental property?***

Michigan law generally requires landlords to keep the rental property in reasonable repair during the term of the lease. It also requires the landlord to make sure that the rental property and all common areas are fit for the intended uses. These are referred to as the covenants of habitability and fitness. "Covenant" is another word for promise. Specifically, MCL 554.139(1) states that in every lease for residential property, the landlord covenants that:

(1) The rental property is fit for the use intended by the parties;
(2) The landlord will keep the rental property in reasonable repair during the term of the lease; and
(3) The landlord will comply with applicable health and safety laws.

"Reasonable repair" is not defined in statute. This means that what is considered to be reasonable repair in a particular situation would be a question of fact that, if brought before the court in a legal action, would be decided by a judge or jury.

QUESTION 25: ***Are there circumstances in which the covenants of habitability and fitness do not apply?***

Yes, MCL 554.139 provides some circumstances under which the covenants of habitability and fitness do not apply. For one, a landlord and tenant can agree to modify the obligations of the covenants if the current lease term is for at least one year. Additionally, the covenants do not apply if the tenant is the cause of the disrepair or violation of health and safety laws.

QUESTION 26: ***What happens if a landlord does not fulfill their duty under the covenants of habitability and fitness?***

A breach of the duty to maintain a rental property is considered to be a breach of the terms of the lease agreement. A tenant may, depending on the circumstances of the failure, have a few options in response to a landlord's breach of the covenants of habitability and fitness. These options include, but are not limited to:

(1) *A remedy provided for by contract law, such as a breach of contract lawsuit;*
(2) *Making the repairs themselves and deducting the cost of the repairs from the rent; or*
(3) *Withholding rent.*

What avenue a tenant may be eligible to take will be dependent upon their specific circumstances.

QUESTION 27: *Are there local laws or ordinances regarding the repair and maintenance of rental properties?*

Yes, in addition to state law requirements, counties and municipalities are able to enact ordinances that require landlords to maintain rental property above minimum habitability standards and additional requirements. Many 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 may 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.

QUESTION 28: *Are landlords required to give tenants notice about lead-based paint in rental properties?*

Yes, landlords are required to give tenants notice about lead-based paint that may be found in the rental property. Though lead-based paint was banned in the United States in 1978, it can still be found in millions of homes throughout the country. Under federal regulation, landlords are required to notify prospective tenants of known lead-based paint and lead-based paint hazards before the tenant signs a lease. This notice requirement applies to most pre-1978 private, public, and federally owned housing, as well as housing receiving federal assistance.

In addition, federal and state regulation require notice to be given when renovations are set to take place that will disturb painted surfaces that contain lead. 40 C.F.R. § 745.84 and Mich. Admin. Code r. 325.99409.

TERMINATING A TENANCY

Due to the fact that lease agreements are contracts, they can sometimes be difficult to break before the end date. State statute and court rule, along with some federal law, outline the circumstances under which a tenancy may be terminated, along with the procedures that must be followed in order for the termination to be lawful.

QUESTION 29: *Can a landlord remove a tenant from the rental property?*

A landlord may not forcibly remove a tenant or occupant from the property themselves, except under specific, limited circumstances. This is referred to as a self-help eviction, and it is prohibited by law. This can include things like changing the locks, turning off the utilities, or some other act or omission that interferes with the tenant's right to possess, use, and enjoy the rental property. These types of actions could result in the landlord having to pay monetary damages.

If a landlord wishes to remove a tenant from their property, they must follow the eviction process. In Michigan, this legal process is formally known as Summary Proceedings.

QUESTION 30: *For what reasons can a landlord evict a tenant?*

MCL 600.5714 outlines 13 primary reasons that a landlord may seek to evict a tenant. These reasons include:

(1) *Failure or refusal to pay rent.*
(2) *Illegal drug activity on the property where a formal police report has been filed and a provision in the lease allows for such a termination.*
(3) *Violation of a lease provision and the lease allows for termination.*
(4) *Holding over after natural expiration of lease term.*
(5) *Holding over after a notice to quit is served on an at-will tenancy.*
(6) *Serious and continuing health hazard caused by the tenant.*
(7) *Extensive and continuing physical injury to property.*

(8) *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 local law enforcement has been notified.*

(9) *Forceful entry* ***OR*** *forceful possession after peaceful entry* ***OR*** *trespass.*

(10) *Holding over after the expiration of the foreclosure redemption period.*

(11) *Holding over after the property is sold via a personal representative appointed by a probate court or under the authority of a will.*

(12) *"Just cause" for terminating a tenancy in government-subsidized housing. See the section on* ***Subsidized and Public Housing*** *for more information.*

(13) *"Just cause" for terminating a tenancy in a mobile home park. See the section on* ***Mobile Home Parks*** *for more information.*

QUESTION 31: *Does a landlord have to provide a tenant with notice before the landlord begins an eviction action in court? If so, how much notice is the landlord required to give the tenant?*

Yes, a landlord must provide a tenant with notice before the landlord may begin an eviction action in court. These types of notices are most commonly called a Demand for Possession or a Notice to Quit. MCL 600.5714 allows the landlord to begin Summary Proceedings when a tenant remains in possession of the property after a Demand for Possession is given under MCL 600.5714 or after a Notice to Quit is given under MCL 554.134.

The amount of time that must pass between when a landlord provides a tenant with notice and when the landlord may begin the eviction action depends on the grounds for the eviction, but it generally ranges from 24 hours to 30 days.

It is important to remember that 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 notice period only enables the landlord to file a lawsuit.

QUESTION 32: *What information is required to be included in the notice?*

Other than MCL 554.134(2) and MCL 554.134(4), which require that a written Notice to Quit be given to a tenant for nonpayment of rent and illegal drug activity, statute does not have specific requirements regarding the form or content of a Notice to Quit.

In contrast, MCL 600.5716 requires that a Demand for Possession:

(1) *Be in writing;*

(2) *Be addressed to the tenant;*

(3) *Contain the address or a brief description of the rental property;*



(4) *Clearly state the reasons for the demand;*
(5) *Clearly state the time allowed for remedial action; and*
(6) *Be signed and dated by the person entitled to possession of the property (i.e., the landlord), or their attorney or agent.*

In cases of nonpayment of rent, the demand must also state the amount that is due at the time the demand is being made.

QUESTION 33: *How should the notice be given to the tenant?*

Similar to the lack of requirements for content and form, statute does not specify the method by which a Notice to Quit must be served upon the tenant.

For a Demand for Possession, MCL 600.5718 requires that service be accomplished by:

(1) *Personal delivery to the tenant;*
(2) *Personal delivery on the rental property to a member of the tenant's family or household, or to an employee of the tenant, who is of suitable age and discretion, with a request that the notice be delivered to the tenant;*
(3) *First-class mail addressed to the tenant; or*
(4) *Electronic service, if consented to by the tenant.*

QUESTION 34: *Once the proper notice has been given to the tenant, how can a landlord begin an eviction action?*

An eviction action begins like any other lawsuit – the plaintiff files the appropriate paperwork with the appropriate court. In an eviction action, the plaintiff is the landlord. The paperwork needed to begin an eviction action includes a Summons and a Complaint.

The Summons, while filled out by the landlord, is issued by the court and informs the defendant that they are being sued and that they are required to appear before the court. MCL 600.5735(1). In an eviction action, the defendant is the tenant.

The Complaint is the document that, among other things, states the landlord's cause of action and their demand for relief. MCR 4.201(B) largely governs the requirements for what must be included in a Complaint. In addition to needing to comply with general pleading requirements, a Complaint for an eviction matter must:

(1) *Have any applicable lease agreement attached;*
(2) *Have any applicable Notice to Quit or Demand for Possession attached;*
(3) *Describe the property the tenant is holding, if it is less than the entire premises;*
(4) *Show the landlord's right to possession and indicate why the tenant's possession is improper or unauthorized;*
(5) *Include a jury demand, if the landlord wants a jury trial;*
(6) *Include 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.*

Additional information is required to be included in the Complaint if the tenancy involves housing that is operated by a governmental unit, or if there are allegations of unpaid rent or other money due, a serious and continuing health hazard, extensive and continuing physical injury to the property, or trespassing.

QUESTION 35: *How are the Summons and Complaint required to be served upon the tenant?*

The Summons and Complaint must be properly delivered to the tenant, notifying them that legal action has begun. According to MCR 4.201(D), in order for the Summons and Complaint to be properly served upon the tenant, they must be both mailed to the tenant ***AND*** served in one of the following ways:

(1) *Personally;*
(2) *By certified, first-class mail with a return receipt requested and restricted delivery;*
(3) *At the rental property, to a member of the tenant's household, who is of suitable age, with a request 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.*

Proof of how and when the Summons and Complaint were served upon the tenant must be filed with the court. If a landlord does not properly serve a tenant, then the case could be dismissed.

QUESTION 36: *What should a tenant do after receiving a Summons and Complaint?*

Like in any other type of lawsuit, once a tenant receives a Summons and Complaint, it is very important that the tenant appear in court on the date and time specified in the Summons. At the hearing, the tenant must answer the allegations in the Complaint, which can be done either orally or by filing a written response addressing each of the landlord's allegations. 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. At the time of providing their answer, the tenant may also state any counterclaim they may have, as well as requesting a jury trial if the tenant would like the case to be heard before a jury.

QUESTION 37: *What happens at the first hearing?*

In addition to the tenant answering the allegations made in the Complaint as discussed in ***Question 36***, the court is also required to advise the parties of certain information and rights as provided under MCR 4.201(K)(2)(a). This includes:

(1) The right to have an attorney;
(2) The right for the case to be heard in the proper venue;
(3) The right to demand a jury trial;
(4) For nonpayment of rent cases, the availability of assistance programs to help the tenant pay some or all of their past due rent;
(5) For nonpayment of rent cases, the ability of a tenant to receive rental assistance without a final judgment;
(6) The availability of alternative dispute resolution (such as mediation) as a possible avenue to resolving the case; and
(7) The possibility of a conditional dismissal of the case if agreed to by all parties. A conditional dismissal is an agreement to dismiss a case with the understanding that one or both parties will fulfill specific, agreed-upon conditions. If the conditions are satisfied, the case remains closed without a judgment being entered. However, if the conditions in the agreement are not satisfied, the case can be reopened by the court.

After providing the parties with the required information and rights, the court is then required to determine if there are any triable issues. If there are no triable issues, then the court must enter a judgment. If there are triable issues, the court may adjourn the hearing and schedule a trial date. Generally, the trial date is set within 7 to 14 days. In limited circumstances, the court may resolve the case without adjourning for trial.

QUESTION 38: *What happens if the tenant fails to appear before the court after receiving the Summons and Complaint?*

If the tenant does not appear before the court as required in the Summons, a default judgment could be entered against the tenant. This would mean that possession of the rental property would be given back to the landlord and the tenant would be required to leave. Additionally, the court could enter a money judgment against the tenant. A money judgment is an order from the court that states that a party (such as a landlord) is entitled to receive money from the other party (such as a 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 their automobile. Further, a money judgment may appear on the tenant's credit report, hindering their ability to get a loan or a credit card.



QUESTION 39: *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. At trial, both parties will be given an opportunity to tell their side to the judge or jury, which includes offering testimony and providing documentary evidence. Generally, in an eviction action, the landlord will present their testimony and evidence first, and then the tenant will have the same opportunity.

In an eviction proceeding, the landlord has the burden of proving that they have a right to possession of the rental property. The tenant has the burden of proving any defense that they may raise. The burden of proof in an eviction action is by a preponderance of the evidence, which means that the judge or jury is convinced that there is a greater than 50% chance that the claim is true.

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).



QUESTION 40: *What happens if the court enters a judgment in favor of the landlord?*

When the court enters a judgment in favor of the landlord in an eviction proceeding, the judgment will typically include a time frame by which the tenant is required to vacate the rental property or pay the past due rent if that was the basis of the eviction. If the tenant remains in possession of the property at the end of that time frame, or does not pay the past due rent, the landlord can request that the court enter an Order of Eviction under MCR 4.201(M). The Order of Eviction directs a bailiff, court officer, or law enforcement officer to remove the tenant from the property. MCL 600.5744(1).

In limited circumstances, the court can enter an Order of Eviction immediately upon a judgment being entered.

If the tenant has paid any part of an amount due under a judgment, the court may not enter an Order of Eviction without first holding a hearing, unless the judgment specifically provides that a partial payment will not prevent an Order of Eviction from being issued.

QUESTION 41: *Once a lawsuit is started, can the parties still try to negotiate or mediate an agreement before trial?*

Up until trial, the parties may reach an agreement and settle the case themselves, or they may decide to resolve their dispute through mediation. Mediation is an alternative dispute resolution technique that involves a neutral third party, who is known as a mediator, meeting with both parties to try and assist them with coming to a mutually acceptable settlement agreement.

QUESTION 42: *What possible defenses to a lawsuit for eviction might a tenant have?*

Depending on the specific circumstances of a case, a tenant may have a defense to an eviction action. Some common defenses include:

(1) *Retaliatory eviction under MCL 600.5720;*
(2) *For nonpayment of rent cases, full payment of the past due rent; or*
(3) *A landlord's breach of the covenants of habitability and fitness under MCL 554.139.*

Having a defense and being able to prove it are two different things. If the tenant is successful in offering their proofs, the tenant is generally allowed to remain in possession of the rental property.

QUESTION 43: ***Are there circumstances under which a tenant may terminate a lease agreement?***

Yes, statute outlines a few circumstances under which a tenant may terminate a lease agreement. Below are a few examples of these types of circumstances:

Senior Citizens or Those Incapable of Independent Living: Under MCL 554.601a, 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 day's 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.

Domestic Abuse, Sexual Assault, or Stalking Victims: MCL 554.601b provides for early termination if the tenant or their children are victims of domestic violence, sexual assault, or stalking. The requirements of this section are quite detailed, and 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 U.S.C. § 3955.

QUESTION 44: ***What if the tenant needs to break a lease anyway?***

Sometimes, tenants may need to break a lease despite not being in a circumstance outlined in ***Question 43***. As discussed in ***Question 8***, Michigan law generally prohibits lease agreements from releasing a landlord from their duty to mitigate damages. Because of this, when a tenant voluntarily abandons the rental property and breaches the lease, a landlord has a duty to take reasonable efforts to mitigate the damages caused by the tenant's breach. This generally involves some effort to re-lease the rental property.

However, because it is a "reasonable" effort, the landlord may not be able to recover their full damages despite their reasonable effort, and the tenant may be held liable for any remaining damages.

SUBSIDIZED AND PUBLIC HOUSING

The federal and state government operate programs that provide subsidized housing assistance to eligible low-income families, the elderly, people who are homeless, and people with disabilities. Some of the most common types of subsidized housing programs include Public Housing, Section 8, and the Low-Income Housing Tax Credit. Many subsidized housing programs are funded and regulated at the federal level by the United States Department of Housing and Urban Development, so relevant provisions of the law can be found in both state and federal statute and regulation.

The legal requirements for qualifying for, living in, and being evicted from subsidized housing can differ from program to program. Therefore, anyone having legal concerns surrounding a subsidized housing tenancy should consult with legal counsel or program staff.



QUESTION 45: ***What is subsidized housing?***

Under many subsidized housing programs, a tenant's rent is based on a percentage of the tenant's income. This results in a tenant portion and a government portion of the total rent.

However, there are some other types of programs that do not directly pay a portion of a tenant's rent. For example, the Low-Income Housing Tax Credit Program provides tax credits for the acquisition, rehabilitation, or new construction of rental housing that will be targeted to low-income households.

QUESTION 46: *What are the different types of subsidized housing assistance?*

In general, housing assistance is categorized as either tenant-based or site-based.

In site-based subsidized housing, the subsidy is attached to the rental property. This means that if the tenant vacates the property, the subsidy does not typically move with the tenant. Site-based subsidized housing can either be privately or publicly owned. Public housing units are typically owned and operated by local housing commissions. Examples of site-based subsidized housing include Public Housing and Project-Based Section 8.

In tenant-based subsidized housing, the subsidy is assigned to a person or family. The eligible person or family may select suitable housing for which the landlord accepts rental assistance. The subsidy is portable, meaning that it travels with the person or family. An example of tenant-based subsidized housing is the Housing Choice Voucher Program, also called Tenant-Based Section 8.

QUESTION 47: *Can tenants in subsidized housing still be evicted?*

Yes, tenants in subsidized housing can be evicted. However, a landlord seeking to evict a tenant from subsidized housing must generally have good or just cause for the eviction. What counts as good or just cause for an eviction from subsidized housing can depend on the specific housing program that the tenant or property is a part of. However, some examples of good or just cause include:

(1) Having an income over the program limit.
(2) Serious or repeated violations of the lease terms.
(3) Criminal activity by a covered person that threatens other residents' health, safety, or right to peaceful enjoyment.

In addition, when a landlord seeks to evict a tenant from subsidized housing, some programs require that the tenant be given an opportunity for an administrative hearing. For example, any public housing agency that receives public housing assistance is required to have an administrative grievance procedure in which a tenant can dispute any action or inaction by the agency that adversely impacts the tenant's rights, duties, welfare, or status. 24 C.F.R. §§ 966.51 and 966.53.



MOBILE HOME PARKS

Tenancies in a mobile home park can be unique because not only are there situations where the tenant is renting both the mobile home and the lot it sits on, but there are also circumstances under which the tenant owns the mobile home while renting only the lot.

QUESTION 48: *Do the same laws apply to tenants in mobile home parks?*

Whether the laws that govern traditional landlord-tenant relationships apply to tenants in mobile home parks can depend on whether the tenant owns or rents the mobile home. For example, some of the requirements under the covenants of habitability and fitness in regard to the inside of the mobile home may not apply if the tenant is the one who owns the mobile home. See the section on ***Repair and Maintenance*** for more information.

The Truth in Renting Act discussed earlier in this booklet applies to mobile home tenancies. See the section on ***Lease Agreements*** for more information.

QUESTION 49: *Are there certain things that mobile home park owners are prohibited from doing?*

Yes, under the Mobile Home Commission Act, MCL 125.2301 - MCL 125.2350, owners and operators of mobile home parks and seasonal mobile home parks are prohibited from engaging in, or permitting an employee or agent to engage in, unfair or deceptive methods, acts, or practices. Under MCL 125.2328(1), this includes:

(1) Directly or indirectly charging or collecting an entrance fee;

(2) Requiring a person to purchase a mobile home from another person as a condition of entrance to, or lease or rental of, a park space;

(3) Directly or indirectly charging or collecting a refundable or nonrefundable exit fee;

(4) Requiring or coercing a person to purchase, rent, or lease goods or services from another person as a condition of:

a. Entering into a park or lease;

b. Selling a mobile home through the park owner or operator, or their agent or designee, upon leaving a park;

c. Renting space in a park;



(5) *Directly or indirectly charging or collecting money or something else of value for electric, fuel, or water service without the use of that service by the person first being accurately and consistently measured. An exception to this prohibition is made when the service is included in the rental charge as an incident of tenancy;*

(6) *Conspiring, combining, agreeing, aiding, or abetting in the employment of a method, act, or practice that violates the Mobile Home Commission Act;*

(7) *Renting or leasing a mobile home or site in a park without offering a written lease;*

(8) *With some exceptions, prohibiting a person from selling their mobile home on site for a price determined by that person, if the buyer qualifies for tenancy and the mobile home meets the conditions of written park rules or regulations. This prohibition does not apply to seasonal mobile home parks; or*

(9) *With some exceptions, prohibiting a person from installing or maintaining an exterior television antenna on a mobile home within the park unless the park provides residents, without charge, a central television antenna for UHF-VHF reception.*

QUESTION 50: *Can a tenant be evicted from a mobile home park?*

Yes, a tenant may be evicted from a mobile home park, but the landlord must have "just cause" for the eviction. MCL 600.5775(2) defines "just cause" to mean one or more of the following:

(1) *The tenant's use of the mobile home site for an unlawful purpose;*

(2) *The tenant's failure to comply with the lease under which the tenant possesses the property, or with a rule or regulation of the mobile home park that is reasonably related to any of the following:*

a. *The health, safety, or welfare of the mobile home park, its employees, or tenants;*

b. *The quiet enjoyment of the other tenants of the mobile home park;*

c. *Maintaining the physical condition or appearance of the mobile home park or the mobile homes located in the park in order to protect the value of the park or to maintain its aesthetic quality or appearance;*

(3) *The tenant's violation of rules made by the Michigan Department of Health and Human Services under the Mobile Home Commission Act;*

(4) *The tenant's intentional physical injury of personnel or other tenants of the mobile home park, or the intentional physical damage of the property of the park or other tenants;*

(5) *The tenant's failure to comply with relevant local ordinances, state laws, or rules or regulations relating to mobile homes;*

(6) *The tenant's failure to pay rent or other required charges on 3 or more occasions during any 12-month period;*

(7) *Conduct by the tenant that creates a substantial annoyance to other tenants or to the mobile home park, after notice has been given and the tenant has had an opportunity to fix the annoyance;*

(8) *The tenant's failure to maintain the mobile home or the site in a reasonable condition;*

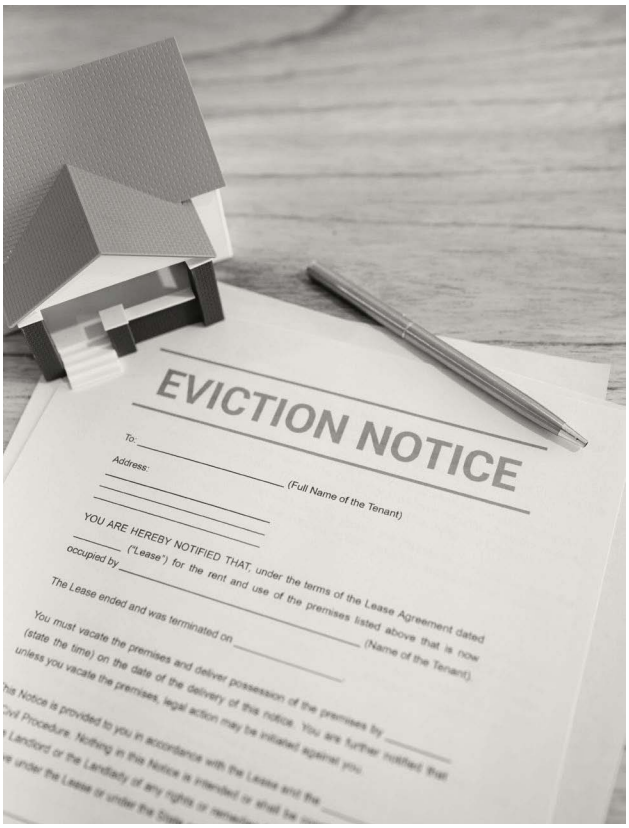
(9) *Condemnation of the mobile home park;*

(10) *Changes in the use or nature of the mobile home park; or*

(11) *Public health and safety violations caused by the tenant.*

QUESTION 51: *Can a tenant request to meet with the landlord to try and avoid an eviction action?*

Yes, under MCL 600.5777, within 10 days of the tenant receiving a Demand for Possession, the tenant has the right to request an in-person conference with the owner or operator of the mobile home park or their representative. The request must be made by certified or registered mail. The conference must be scheduled within 20 days of the tenant's request.



QUESTION 52: ***Is the tenant required to continue to make rental payments during an eviction action?***

Yes, during an action to evict a tenant from a mobile home park, the tenant is required to continue to make rental payments as they come due. MCL 600.5779.

QUESTION 53: ***What happens after a court enters a judgment in favor of the mobile home park?***

MCL 600.5781 largely governs what happens after a tenancy in a mobile home park has been terminated through a judgment from the court. The tenant has 90 days from the date of the judgment to sell or move the mobile home, though this time frame can be extended under certain circumstances. During this time, the tenant is required to continue to make all rental payments as they come due, in addition to any other required charges. Both the landlord and the tenant have responsibilities for ensuring the maintenance of the mobile home and its site. However, after 10 days have passed from the date of judgment, the landlord is allowed to disconnect all park-supplied utility services.

OTHER CONSIDERATIONS

JOINT AND SEVERAL LIABILITY

QUESTION 54: ***If one tenant is evicted or otherwise leaves the rental property, is the other tenant responsible for the entire rent amount?***

If more than one person signs the lease as a tenant, the lease may state that the tenants' obligations are "joint and several." This means that each person is responsible not only for their 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 one tenant stops paying the rent or otherwise violates the terms of the lease agreement, the landlord may choose to evict all of the tenants. In addition, the landlord may choose to collect the rent or other money for damages incurred from all of the tenants.

SUBLEASING AND ASSIGNMENTS

QUESTION 55: ***What is the difference between a sublease and an assignment? Is it allowed in Michigan?***

Subleasing is when an original tenant rents out some or all of the property to another (called a subtenant). The original tenant retains some of their rights and responsibilities under the lease agreement. Assignment is when an original tenant transfers their entire interest in a lease agreement to a new tenant. The original tenant is considered to have no rights or obligations related to the rental property.

Under Michigan law, tenants are presumed to have the right to sublease or assign a lease. However, a landlord may prohibit a tenant from subleasing or assigning a lease within the provisions of the lease agreement.

CIVIL RIGHTS

QUESTION 56: *Are there protections in the law from discrimination in housing?*

Yes, both the federal Fair Housing Act and Michigan's Elliott-Larsen Civil Rights Act prohibit discrimination in housing. Between these two acts, it is illegal to discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, familial status, disability, marital status, or age. In 2024, the Michigan Legislature passed legislation that added a prohibition against discrimination based on an individual's source of income, with some specific, limited exceptions.

PETS

QUESTION 57: *Can a landlord prohibit a tenant from having a pet in the terms of a lease agreement?*

In general, lease provisions that prohibit a tenant from having a pet are valid. In the event that a landlord does not prohibit a tenant from having a pet in the rental property, the landlord may charge the tenant a pet fee.



However, there are circumstances under which a landlord may not prohibit a tenant from having an animal in the rental property. Specifically, under the federal Fair Housing Act and the Rehabilitation Act of 1973, a tenant with a disability may request that the landlord make a reasonable accommodation in relation to their disability so that the tenant has an equal opportunity to use and enjoy the rental property. A valid reasonable accommodation may include an exception to a landlord's "No Pet" policy for assistance animals, or a waiver of a pet deposit or fee. Assistance animals are animals that work, provide assistance, or perform tasks for individuals with disabilities, or that otherwise provide emotional support that alleviates one or more identified effects of the individual's disability.

SMOKING



QUESTION 58: *Can a landlord prohibit a tenant from smoking in the rental property?*

Yes, there is nothing in state or federal law that prohibits a landlord from refusing to rent to smokers, or from restricting tenants who smoke to certain apartments or buildings. Landlords may also include a provision in the lease agreement that prohibits a tenant from smoking or cultivating marihuana on the property, even if the tenant has a medical marihuana license. MCL 333.26427(c)(3).

APPROVED COURT FORMS

The following sample court forms listed on pages 41-54 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. 24-25

NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY, Landlord-Tenant
Form DC 100c 26-27

COMPLAINT TO RECOVER POSSESSION OF PROPERTY
Form DC 102c 28

DEMAND FOR POSSESSION, NONPAYMENT OF RENT, Landlord-Tenant
Form DC 100a 29-30

COMPLAINT, NONPAYMENT OF RENT, Landlord-Tenant
Form DC 102a 31

SUMMONS, LANDLORD-TENANT/ LAND CONTRACT
Form DC 104 32-34

JUDGMENT, LANDLORD-TENANT
Form DC 105 35

APPLICATION AND ORDER OF EVICTION, Landlord-Tenant/ Land Contract
Form DC 107 36-37

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

Affidavit & Claims, Small Claims (1 of 2)

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 2.

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 ☐ the court address above.
Time

☐ _____ .
Location

_____ Fee paid: $ _____
Process server's name

☐ 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 $7,000 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.

Affidavit and Claim, Small Claims (1/24) **Case No.** _____
Page 2 of 2

11. I believe the defendant ☐ is ☐ is not mentally competent. I believe the defendant ☐ is ☐ is not older.

12. ☐ I do not know whether the defendant is in the military service. ☐ The defendant is not in the military ☐ 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 notarizatior

ADDITIONAL NOTICE AND INSTRUCTIONS

Notice to Quit to Recover Possession of Property, Landlord-Tenant (1 of 2)

STATE OF MICHIGAN JUDICIAL DISTRICT	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	CASE NO. and JUDGE

Court address | Court telephone no.

To: ⌜ ⌝

⌞ ⌟

1. Your landlord/landlady, _____ , is seeking to recover possession of property pursuant to
   Name (type or print)

   ☐ MCL 554.134(1) or (3) (see instructions) ☐ 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:** After foreclosure of the premises, the landlord/landlady must give notice as stated in the lease agreement or equal in time to at least one rental period, unless otherwise allowed by law. This does not apply to a 90-day notice given under the authority of Protecting Tenants at Foreclosure Act (PTFA), PL 111-21 §702; 123 Stat 1660, restored and revived by PL 115-174, title III, §304(c).

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

STATE OF MICHIGAN JUDICIAL DISTRICT	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	CASE NO. and JUDGE
Court address		Court telephone no.

To: ┌ ┐

└ ┘

1. Your landlord/landlady, _____ , is seeking to recover possession of property pursuant to
   Name (type or print)

   ☐ MCL 554.134(1) or (3) (see instructions) ☐ 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:** After foreclosure of the premises, the landlord/landlady must give notice as stated in the lease agreement or equal in time to at least one rental period, unless otherwise allowed by law. This does not apply to a 90-day notice given under the authority of Protecting Tenants at Foreclosure Act (PTFA), PL 111-21 §702; 123 Stat 1660, restored and revived by PL 115-174, title III, §304(c).

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.

Complaint to Recover Possession of Property (1 of 1)

Approved, SCAO

Original - Court
1st copy - Tenant

2nd 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).		Defendant name(s), and address(es)
	v	
Plaintiff's attorney, bar no., address, and telephone no.		

The plaintiff states:

1. 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.
2. ☐ 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.
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. 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 and 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. (This item must be checked if the property is residential property.) The plaintiff declares that this residential property was kept fit for the use intended, has been kept in reasonable repair during the term of the lease or license, and is in compliance with the applicable state and local health and safety laws. (Any defects to this statement must be explained below.)
   ☐ The disrepair or violation was caused by the tenant's willful or irresponsible conduct or lack of conduct.
   ☐ The parties to the lease or license modified the obligations, as provided for by statute.
   ☐ Other: (describe)

☐ 8. The defendant remains in possession of the property.

9. **The plaintiff requests** a judgment of possession and costs.

NOTE TO PLAINTIFF: If you wish to demand a jury trial, you must file a jury demand (MC 22) with the complaint.

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 Plaintiff/Attorney signature

DC 102c (11/23) **COMPLAINT TO RECOVER POSSESSION OF PROPERTY** MCL 554.139, MCL 600.5714, MCR 2.113(C), MCR 4.201(B)

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 ☐ _____ 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

Approved, SCAO
Form DC 100a, Rev. 5/22
MCL 600.5714(1)(a), MCL 600.5716, MCL 600.5718, MCL 600.5775(2)(f) Court copy (to be copied, if necessary, to attach to the complaint)
Page 1 of 1

Demand For Possession, Nonpayment of Rent, Landlord-Tenant (2 of 2)

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 ☐ _____ 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.

Approved, SCAO
Form DC 100a, Rev. 5/22
MCL 600.5714(1)(a), MCL 600.5716, MCL 600.5718, MCL 600.5775(2)(f)
Page 1 of 1

Tenant's copy

Approved, SCAO

Original - Court
1st copy - Tenant

2nd 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).		Defendant name(s), and address(es)
	v	
Plaintiff's attorney, bar no., address, and telephone no.		

The plaintiff states:

1. 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.
2. ☐ 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.
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. ☐ (This item must be checked if the property is residential property.) The plaintiff declares that this residential property was kept fit for the use intended, has been kept in reasonable repair during the term of the lease or license, and is in compliance with the applicable state and local health and safety laws. (Any defects to this statement must be explained below.)
   ☐ The disrepair or violation was caused by the tenant's willful or irresponsible conduct or lack of conduct.
   ☐ The parties to the lease or license modified the obligations, as provided for by statute.
   ☐ Other: (describe)

8. The defendant has not complied with the demands made.
9. **The plaintiff requests** a judgment of possession and costs.

NOTE TO PLAINTIFF: If you wish to demand a jury trial, you must file a jury demand (MC 22) with the complaint.

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

Summons, Landlord-Tenant/ Land Contract (1 of 3)

STATE OF MICHIGAN JUDICIAL DISTRICT COUNTY	**SUMMONS** **Landlord-Tenant**	**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.

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 ☐ 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 court 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 before the court date above or ask for a transfer at the first hearing.
5. You have the right to a jury trial. You will lose this right if you do not demand a jury trial and pay the required jury fee at your first hearing or within five days of the court advising you of your rights remotely or in person at your first hearing.
6. A list of your rights and information about local rental and other housing help should be attached to this summons.
7. If you are in district court on time, you will have the chance at a hearing to say why you think you should not be evicted.
8. 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.

_____
Court clerk signature and date

This document must be sealed by the seal of the court.

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).

Note: Use form DC 536 for record of court mailing of second copy.

_____
Court clerk signature and date

CERTIFICATE OF MAILING BY PLAINTIFF

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.

_____
Plaintiff signature and date

STATE OF MICHIGAN JUDICIAL DISTRICT COUNTY	**SUMMONS** **Landlord-Tenant** **(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.

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 ☐ 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 court 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 before the court date above or ask for a transfer at the first hearing.
5. You have the right to a jury trial. You will lose this right if you do not demand a jury trial and pay the required jury fee at your first hearing or within five days of the court advising you of your rights remotely or in person at your first hearing.
6. A list of your rights and information about local rental and other housing help should be attached to this summons.
7. If you are in district court on time, you will have the chance at a hearing to say why you think you should not be evicted.
8. 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.

Summons, Landlord-Tenant (11/23) **Case No.** _____

PROOF OF SERVICE

TO PROCESS SERVER: You must serve the summons and complaint and file 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.

CERTIFICATE OF SERVICE / NONSERVICE

☐ I served ☐ personally ☐ by registered or certified mail, return receipt requested, and delivery restricted to the addressee (copy of return receipt attached) ☐ by delivery to a member of the defendant's or defendants' household (who was of suitable age, informed of the contents, and asked to deliver the documents promptly 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 as described below a copy of the summons and complaint, together with the attachments listed below, on:

☐ I have attempted to serve a copy of the summons and complaint, together with the attachments listed below, and have been unable to complete service on:

Name	Date and time of service
Place or address of service	
Attachments (if any)	
Attempts at service by secure attachment	

☐ I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party.

☐ I am a legally competent adult who is not a party or an officer of a corporate party. I declare under the penalties of perjury that this certificate 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	
$		$	
Incorrect address fee	Miles traveled	Fee	**TOTAL FEE**
$		$	**$**

_____
Signature

_____
Name (type or print)

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of a copy of the summons and complaint, together with

_____ on _____ .
Attachments (if any) Date and time

_____ on behalf of _____
Signature

_____
Name (type or print)

MCR 2.104, MCR 2.105, MCR 4.201(D)

Approved, SCAO

Original - Court
1st copy - Defendant

2nd 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**

☐ The court determines a valid waiver of rights exists and the terms of the consent judgment are fair.

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(3).

☐ 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.

☐ 9. A money judgment, which will earn interest at statutory rates, is entered as follows:

Damages $ _____
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(J) was explained to the parties.

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

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 (11/23) **JUDGMENT, LANDLORD-TENANT**

MCL 600.5744 , MCR 4.201(L)

Application And Order Of Eviction, Landlord-Tenant/ Land Contract (1 of 2)

STATE OF MICHIGAN JUDICIAL DISTRICT	APPLICATION AND ORDER OF EVICTION Landlord-Tenant / Land Contract	CASE NO. and JUDGE

Court address **Court telephone no.**

Plaintiff's name, address, and telephone no.	v	Defendant's name, address, and telephone no.
Plaintiff's attorney, bar no., address, and telephone no.		Defendant'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 under the penalties of perjury that this application has been examined by me and that its contents 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.

NOTE: In tenancy cases, this order must be executed within 56 days of the issuance date.

_____
Judge signature and date

Application and Order of Eviction, Landlord-Tenant/Land Contract (11/23) **Case No.** _____
Page 2 of 2

RETURN

I certify and return that on _____ I executed the order of eviction on the first page of this
Date

form 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**
$		$	**$**

NOTES

NOTES

The information in this publication is available, upon request, in an alternative, accessible format.

For more information regarding publications from the Michigan Legislature, scan this QR code with your smartphone.

