

# Truth In Renting

Tenants are guaranteed certain rights under the law. Some leases contain provisions which attempt to waive these rights. Such provisions are prohibited by Michigan P.A. 454, of 1978, the Truth in Renting Act. The following explains the types of provisions which are prohibited and what to do if your lease contains such a provision:

- " My lease says I'm responsible for making any repairs while I live in the apartment."

Under Michigan law (MCLA 554.139, MSA 26.1109), a landlord is obligated to make sure that residential rental property is fit for the use intended by the parties. A landlord is further obligated to keep premises in reasonable repair and to comply with state and local health and safety law. However, the parties can modify these obligations if the term of the lease is one year or longer.

---

- "My lease says I forfeit my security deposit if I break my lease."

The use of security deposits is governed by Michigan P.A. 348, 1972. Your lease cannot waive any of your rights under the Security Deposit Act. A security deposit has a specific purpose: to reimburse the landlord for damage to the rental unit, unpaid rent, or unpaid utility bills left by the tenant. (See "Security Deposit.")

---

- "My lease says my landlord can force me to pay for their attorney's fees if we go to court"

Your lease cannot require you to pay for your landlord's attorney's fees, allow your landlord to choose your attorney, forfeit your right to a jury trial, or require you to plead guilty in any court dispute.

---

- "My lease says my landlord can take my stereo if I get behind in my rent."

A lease provision which allows your landlord to seize your property without following the proper procedures is illegal. Your landlord must first obtain a court judgment against you, and then must obtain an order to collect payment.

---

- "My lease says my landlord can evict me at his discretion."

Only a bailiff or sheriff with a court order can physically remove you from a rental unit. An eviction can occur only after your landlord has won the court hearing and your appeal period has expired. Your landlord can evict you for any of the following reasons: nonpayment of rent, holding over past the expiration of your lease, or damaging the property. If your landlord use force or threatens to use force, removes or destroys your personal property, changes the locks on your doors or windows, shuts off a utility, or introduces some type of nuisance, the court can award you \$200 or two-to-three times your actual damages, whichever is greater. (See "Illegal Evictions".)

- "My landlord is raising my rent. The lease doesn't say anything about rent increases."

Generally, your landlord cannot alter a provision of your lease without your written consent. However, a lease can contain a provision that certain adjustments can be made, provided the tenant is given 30 days written notice. These adjustments are for:

1. Changes required by local, state or federal law.
2. Changes required to protect the tenant's health, safety or enjoyment of the property.
3. Changes in the amount of rent to cover additional operating costs resulting from increases in property taxes, utilities or insurance premiums.

This section of the Act does not allow rent increases for other reasons, such as increased maintenance and labor costs.

---

### What to do when you find a prohibited provision

If you feel your lease contains a provision prohibited by the Truth in Renting Act, write your landlord a letter pointing out the questionable provision(s). Keep a copy of the letter for your own records. Once your landlord receives your letter, he or she has 20 days to correct the lease by notifying all of the tenants that he or she is voiding or altering the illegal provision. If the landlord fails to cure the lease within 20 days, you may seek relief in any of the following forms:

1. An action to void the rental agreement and terminate the tenancy;
2. An action to enjoin the landlord from including the prohibited provision in any future rental agreements he or she enters into and to require the landlord to remove the provision from all other existing rental agreements;
3. An action to recover damages in the amount of \$250 or actual damages, whichever is greater.

If the lease fails to contain the landlord's name and address or the required notice, the tenant can:

1. Sue to void the rental agreement;
2. Sue to force the landlord to include the required notice statement in all rental agreements he or she enters into;
3. Sue for \$500 or actual damages, whichever is greater.

---

### LOOK FOR THIS

The Truth in Renting Act required that every written rental agreement contain the following, or a similar statement:

"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 statement must appear in a prominent place in the lease and must be in 12-point type.

Michigan Public Act 454 of 1978

[www.ocl.wmich.edu](http://www.ocl.wmich.edu)