

LANDLORD-TENANT INFORMATION: SECURITY DEPOSITS AND PROPERTY

MAINTENANCE

While renting goes smoothly the majority of the time, it is important to know your rights just in case you ever run into a problem. Also, it is always a good idea to plan ahead and take steps to make sure that your rights are protected. Here are a few answers to some frequently asked questions about renting, and also some tips from our attorneys that will help to ensure your rental experience is a good one.

SECURITY DEPOSITS

How much can my landlord charge me?

If you take some time to look at rental listings, you will find that the amount required for security deposits is not always consistent. Under Michigan law, the maximum that can be charged for a security deposit is one and one half month's rent. For example, if your rent is \$1000, the maximum a landlord may charge is \$1500.

What is my landlord permitted to do with my security deposit?

There are restrictions on how your landlord can use your money. Specifically, your security deposit can only be used for two purposes:

- (1) Reimbursement for actual damages – *not* cleaning expenses – that are not ordinarily expected in the normal course of occupancy. What this means is simply that the landlord cannot penalize you for normal wear and tear on the property that comes along with everyday living.
- (2) To pay the landlord for unpaid rent, early termination of your lease agreement, or unpaid utility bills.

What should I do at the beginning of my lease?

Most landlords will provide you with a checklist that gives you the opportunity to note any damages to the property. Be sure to fill in this checklist! This is your chance to document any deficiencies in your property so that you don't get charged for them at the end of the lease. If your landlord does not give you a checklist, draw one up yourself, list the damages, and send a copy to the landlord. Taking pictures of any damages is also a good idea.

What should I do at the end of my lease?

Be sure to notify your landlord of your new address within 4 days of leaving the property. The best practice is to pass it along as soon as you know your new address.

What does my landlord have to do?

When you move out, if your landlord believes that you have damaged the property, your landlord must send you an itemized list of charges, including the cost of repair for each damaged item and a check for the difference between the charges and the amount of the security deposit. This must be sent no later than 30 days after your occupancy has ended. If the landlord fails to do this, the law interprets this as an agreement by your landlord that you have not damaged the property and your entire deposit is to be returned immediately.

PROPERTY MAINTENANCE

The law establishes what is called a covenant of fitness between the landlord and you, the tenant. As a result, each party has responsibilities to one another:

What is my responsibility to my landlord?

Generally, you are expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to notify the landlord of maintenance problems that arise, and finally to leave your rental in good condition.

What should I do if there is a maintenance issue?

First, keep a written record of the defect(s). Also, take pictures of any visible defects and, on the back of photograph, write down the location and date of the photograph. Your next course of action is to notify your landlord. Follow up this phone call with a letter noting the time and date of your conversation, and the type of maintenance problem you discussed. Be sure to send this letter through **certified mail, return receipt requested**. Also make sure to keep a copy for your records.

What should I do if my landlord will not make repairs after I have sent a written request for repairs?

Michigan law allows a tenant to withhold rent where the landlord does not maintain the rental unit in accordance with the lease agreement and Michigan law. **However**, before you do, you **must** send the landlord a written letter identifying the needed repairs and inform the landlord that if the repairs are not made you intend to withhold rent. **At this point, you should contact CLS and make us aware of your situation.** If your landlord fails to comply within a reasonable time you can withhold rent and place the money into a separate bank account. However, the landlord can challenge your action in court by bringing an eviction action. While the court will not evict you so long as your actions were justified, by informing us of your situation beforehand, CLS can provide you with immediate representation should your landlord take action against you.

Can I make repairs on my own and just deduct them from the rent?

Yes, but if you choose to do so we again recommend that you call our offices first and advise us of your situation. Michigan law permits tenants to make repairs and deduct the costs, but only (1) when there is a duty to repair provided by statute; (2) a notice to the landlord has been sent advising of the need for repairs

or the landlord has actual knowledge that repairs are needed; and (3) the landlord has been given a reasonable amount of time to make repairs after receiving notice or having knowledge of the need for repairs. With a phone call to CLS, we can provide you with guidance in this process that ensures compliance with the law and the protection of your rights.

Do you have an issue with a property you are renting? Remember that this article is not to be used in place of legal assistance, but rather is intended to give you an overview of the landlord-tenant relationship. As part of your membership with CLS you have extensive coverage in landlord-tenant disputes for you primary residence, so if you have a problem with your landlord or just have a general question, please contact our offices at 248.945.0523 or toll free at 1-800-LAW-5665.

A Note to our members: This article is the first of many to come. In an effort to better serve you, CLS will be publishing articles in the “Hammer Times” like this one that we hope will touch upon topics that are of interest to you. In addition, in the coming weeks we will be launching our new website that will include a myriad of features to serve you such as:

- A running ticker of relevant news and legal trends affecting the MRCC and its members;
- A knowledge bank of articles just like this one that touch upon everyday legal matters of importance to our members
- An open forum allowing our members to communicate with CLS to provide us with feedback on the articles we publish and our website.