

# RENTAL LEASE AGREEMENT

Check here if there are attachments to this lease. Read all agreements BEFORE SIGNING. Sign all attachments.

This lease form is provided to participants in the University of Michigan Off-Campus Housing Program. Parties to this lease are encouraged to bring questions and concerns regarding this lease form to the attention of the Property Management Company. Parties may also notify the Dean of Students Office for additional support and resources.

This lease is made on \_\_\_\_\_ between \_\_\_\_\_ (Landlord),  
2061 S. 7th St. Ann Arbor, MI. 48103 Office (734) 747-6372 wessingerproperties@gmail.com Urgent only- Nick Cell (734)730-6988  
(Landlord's address/phone number for Tenant communication purposes. Additional contact information may be available in the Dean of Students Office),  
and \_\_\_\_\_  
\_\_\_\_\_ (Tenant(s)).

**AGREEMENTS:** By signing this rental agreement, the Landlord and Tenant(s) agree to the following terms:

**1. DESCRIPTION OF PREMISES AND TERM:** The Landlord agrees to rent to the Tenant(s) the dwelling located at:

Address	Apartment Number	City	MI	Zip
		Ann Arbor	MI	48104

for a term beginning at 12:00 noon on \_\_\_\_\_ and ending at 12:00 noon on \_\_\_\_\_.

**2. RENTAL RATE:** The Tenant(s) agrees to pay the Landlord or his agent for the above rental term the total sum of \_\_\_\_\_ in periodic installments as follows: \_\_\_\_\_ per month, due on the first of the month. Check here to see Notes for special details.

**3. OCCUPANCY LEVEL:** Occupancy shall be no more than allowed by applicable housing codes and zoning ordinances and shall be limited to the persons who have signed this lease or acquired legal rights of occupancy under it, and at the above rental rate shall be limited to not more than \_\_\_\_\_ person(s). Number of legal bedrooms \_\_\_\_\_

**4. LATE FEES:** In the event that rent payments are not made in full when due, a \_\_\_\_\_ charge may be assessed. Tenants will be notified immediately of each late charge assessed; if so notified, late charge will be due with the late rent. Late charges are agreed to be additional rent, and may be withheld from the security deposit.

**5. PARKING (Optional):** \_\_\_\_\_ parking space(s) is/are provided

**6. UTILITIES:** Landlord shall furnish  
All other utilities shall be furnished by the Tenant(s). If in a multi-unit building, Tenant(s) shall not be responsible for utilities to common areas or to other units and shall pay only for utilities consumed by, metered to, and billed exclusively to Tenant(s) own unit unless otherwise noted here: \_\_\_\_\_.

**7. FURNISHINGS:** This dwelling unit is rented as \_\_\_\_\_ The term "unfurnished" shall mean that the Landlord will provide a stove and refrigerator unless otherwise specified here:

**8. PETS:** Pets \_\_\_\_\_ allowed. There will be: (strike one) no extra fee / a non-refundable pet fee \_\_\_\_\_. Whether or not pets are allowed and whether or not an extra collected, any Tenant(s) keeping a pet agrees to be responsible for the total cost of all expenses incurred by Landlord associated with the keeping of the pet.

**9. OBLIGATION OF CO-TENANTS:** Each Tenant under this lease is \_\_\_\_\_ jointly and severally \_\_\_\_\_ individually liable to the Landlord for the rent due. If jointly and severally liable to Landlord, each Tenant may be held responsible for the total amount of rent due for the dwelling. This means that if any Tenant fails to pay rent, any one of the other Tenants or any number of the other Tenants may be held liable by the Landlord for the missing and unpaid rent. The defaulting Tenant, however, may remain liable to the other Tenant(s) for the unpaid rent.

If individually liable to the Landlord, each Tenant and/or his co-signer may be held responsible only for his/her share of the total rent. If the individually liable option is chosen, Tenants and Landlord must attach to each copy of the lease an addendum, signed by all parties, including any required co-signers, that clearly indicates the monthly rent to be paid by each of the Tenants. If the individual liability option is not clearly indicated as the chosen option above and/or if there is not an addendum detailing each Tenant's rent share signed by all Tenants and Landlord, there shall be joint and several liability of the Tenants to the Landlord.

**10. SECURITY DEPOSIT:** Tenant(s) agrees to pay the Landlord the sum of \_\_\_\_\_ (not to exceed 1 1/2 month's rent equivalent) as security/damage deposit on \_\_\_\_\_ before \_\_\_\_\_ transfer \_\_\_\_\_ from previous lease as a condition of giving possession to Tenant(s). In no case is Landlord obligated to apply this deposit to rent or other charges in arrears. If damage caused by the Tenant(s) exceeds the amount on deposit, Tenant(s) agrees to pay for such upon receipt of notice of damage and the damage costs provided that there are no judicial or mediation questions involved. The (strike one) Security Deposit will be held at:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

**RETURN OF SECURITY DEPOSIT:** If only one person signs this lease as Tenant, Landlord shall return the security deposit in a check or money order payable to that person. If more than one person signs this lease, Landlord and Tenants agree that the security deposit shall be returned as follows:

**1:** The security deposit shall be returned in a check or money order payable to one person, chosen by Tenants, who shall act as agent of all other persons who have signed this lease or acquired legal rights of occupancy under it, in dividing the security deposit according to any shares the Tenants have agreed upon, and in remitting those shares to each person. Landlord shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any charges against the security deposit made by Landlord, which shall be matters solely for the Tenants to agree upon.

The person named to act as agent for the return of the security deposit shall be \_\_\_\_\_. If this person cannot be reached to effect the return of the security deposit, then the security deposit will be returned as provided in Option 3.

**2:** The security deposit will be returned in checks or money orders to each Tenant signing this lease in equal proportions. Landlord shall not be responsible for the assessment of individual liability for any charges against the security deposit. If any person signing this lease cannot be reached to effect the return of the security deposit, then the security deposit will be returned as provided in Option 3.

**3:** The security deposit will be returned to one person signing this lease, in a check or money order jointly payable to all Tenants signing this lease. Landlord and Tenants agree to follow the procedure set out in Option # \_\_\_\_\_ to effect the return of the security deposit.

**OPTIONAL:** Tenant(s) may provide the legally required forwarding address on this lease before signing. Landlord and Tenant agree that providing this address(es) on the lease will absolve the Tenant of the requirement to provide forwarding address within 4 days of moving out of the apartment, and that this address(es) will be used for the return of the security deposit. Any address provided on this lease may be revoked or substituted at any time by Tenant through written communication to Landlord. If address is revoked and no substitute is provided, Tenant will comply with the requirement to notify Landlord of forwarding address within 4 days of moving out. Address(es), as needed for compliance with chosen Option # \_\_\_\_\_ of 10 above, is/are:

**11. MODIFICATIONS:** The Landlord and Tenant(s) are encouraged to put all modifications of this lease in writing. However, the failure of the parties to put such modifications in writing does not render the modifications invalid.

**SIGNATURES (Read agreements on reverse side before signing):**

**By signing, you agree to pick up your physical copy of the 'Tenants' Rights and Duties' in the foyer of 826 Tappan.**

Landlord

Residents

As required by Michigan law regarding use of security deposits, the Landlord will make use of inventory checklists at the beginning and ending of occupancy, and will provide the Tenant(s) 2 inventory checklists when the Tenant(s) assumes possession of the rental unit. The Tenant(s) will note the condition of the unit and its furnishings and return the form to the Landlord within 7 days. The Tenant(s) is entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the last prior Tenant(s).

The Landlord may use the security deposit only for: 1) actual damages that are the result of conduct not reasonably expected in the normal course of habitation of the dwelling; 2) past due rent and rent due for premature termination of this agreement; and 3) utility bills not paid by Tenant(s).

As required by Michigan law regarding use of security deposits, where there are charges against the security deposit the Landlord will mail an itemized list of damage charges and other costs to the Tenant(s) within 30 days of the ending of occupancy along with a check or money order for the difference between these charges and the total amount of the deposit. The Tenant(s) must respond within 7 days of receipt of this itemized list to secure full rights. If agreement is not reached about the amount claimed, the Landlord must begin court action within 45 days after the ending of occupancy and obtain a money judgment for the disputed amount before retaining any portion of it.

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.

## 12. CITY OF ANN ARBOR TRUTH IN RENTING NOTICE:

**Some things your Landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.**

**Additionally some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your lawyer, legal aid society, or tenant's union lawyer for their opinions.**

## 13. NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.

## 14. STATE OF MICHIGAN TRUTH IN RENTING NOTICE:

**"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."**

## 15. CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE:

**City ordinance requires Landlord to furnish to Tenant prior to executing lease a copy of *RIGHTS AND DUTIES OF TENANTS*. Tenant signature acknowledges receipt of booklet.**

**16. DAMAGE TO TENANT'S PROPERTY AND INSURANCE:** Unless caused by the Landlord or his agent's negligence and/or failure to maintain the dwelling unit as required by applicable law, the Landlord and/or his agent shall not be responsible for any theft, damage, loss or destruction of personal property of the Tenants or their guests due to fire, water or other casualty or cause. Tenant(s) are encouraged to insure personal property.

**17. DISPUTE RESOLUTION:** The parties to this agreement recognize that disputes may arise as a result of their shared experience(s) under the terms of this agreement. The parties further recognize that various dispute resolution options are available to assist them in resolving their disputes, including dialogue, negotiation, conflict coaching, facilitated dialogue, mediation, and, when necessary, legal action. The parties agree to attempt to resolve disputes arising under this agreement at the lowest level possible by first communicating and negotiating with each other directly in good faith and with a spirit of mutual cooperation. If the parties are unable to resolve their disputes in this manner, a third party facilitation can assist the parties in reaching a mutually acceptable resolution of the issue(s) in dispute. To request assistance from a third party facilitator, any party to this lease may contact the University of Michigan Beyond the Diag Off Campus Housing Assistance Program located in the Dean of Students Office. The Beyond the Diag Off Campus Housing Assistance Program provides various dispute resolution services and, when necessary, can connect parties with other appropriate service providers. Although parties are encouraged to utilize the dispute resolution services available through the Beyond the Diag Off Campus Housing Assistance Program before resorting to legal action, they are not required to do so under this provision. Additional dispute resolution services available to University of Michigan students include Student Legal Service and the Office of Student Conflict Resolution. Student Legal Services provides legal assistance and representation for students. The Office of Student Conflict Resolution provides coaching, mediation, arbitration and other services for students experiencing a broad range of conflicts.

**18. CONDITION OF PREMISES:** In accordance with applicable law, Landlord warrants that the premises are clean, sanitary, and fit for residential use at the time of occupancy and that the premises will be maintained in compliance with such law. Tenant(s) will give reasonable notice to Landlord of the need for repairs. Landlord agrees to make all necessary repairs to maintain a Certificate of Compliance and Occupancy from the City of Ann Arbor or other appropriate authority. Violations of the Ann Arbor Housing Code must be corrected as prescribed by the City of Ann Arbor or other appropriate local authority, or Tenant(s) may withhold rent and may choose to pay into the City escrow account as prescribed by City Ordinance, or into another escrow account as permitted by law. Tenants may at any time take other action as provided by law.

**19. RETURN OF UNIT AND FURNISHINGS:** Tenant(s) agrees to return rental unit and all furnishings to Landlord in same condition as when taken, reasonable wear and tear and damage by the elements accepted.

**20. ENTRY:** Tenant's rights to privacy shall be respected. Landlord and his agents have the right to enter to make repairs and to show the premises to prospective tenant(s) at reasonable times provided that a good faith effort is made to notify Tenant(s) and arrange for a mutually convenient time to do so. Landlord agrees to enter only after knocking, to leave the premises in as good condition as when entered, to clean and remove dirt and debris that result from the performance of maintenance and repairs, and to lock the rental unit when leaving unless otherwise requested by the Tenant(s). (See ANN ARBOR PRIVACY NOTICE, above.)

**21. TIME:** Landlord and Tenant(s) agree that time is of the essence for the performance of maintenance, repairs, and the payment of rent and that Tenant(s) must vacate the premises at the conclusion of this lease term. No holdover tenancy is permitted without advance written permission of the Landlord.

**22. TERMINATION OF LEASE:** If Tenant(s) fails to meet the terms of this lease, Landlord may elect to terminate the lease, reenter, and take possession of the premises, only in accordance with the statutes of the State of Michigan, and only after providing written notice to Tenant(s). Landlord shall reenter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by Tenant(s) and shall not reenter by means of force, lockout, or termination of essential services. In the event of recovery of the premises by the Landlord, the Landlord shall use his best efforts to re rent the premises on reasonable terms. Tenant agrees to pay Landlord any difference between rent agreed upon in this lease and rent collected from re rental of premises for the remaining term of this lease.

**23. UNFITNESS CONDITIONS:** If the unit leased is destroyed by fire or otherwise rendered unfit for occupancy by casualty without the negligence or fault of the Tenant(s), either the Tenant(s) or the Landlord may terminate this lease immediately by written notice to the other party. If fire or other casualty, without negligence or fault of Tenant(s), render the unit damaged but tenable, Landlord will restore the unit to its former condition or better as soon as is reasonably possible, with the amount of rent due being prorated proportional to the damage until the unit is restored.

**24. USE AND QUIET ENJOYMENT:** The Landlord agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the premises. Tenant(s) agrees to use the premises for residential purposes only in a quiet, peaceable and lawful manner, and to refrain from any conduct that disturbs the use and quiet enjoyment of tenants in other units.

**25. CANCELLATION:** Tenant(s) may cancel this rental agreement or application for it within 10 days after Tenant(s) has signed such agreements or applications, unless this period falls within 30 days prior to the commencement of the term of this agreement, in which case cancellation may be prohibited. Tenant(s) shall provide written notice of cancellation to the Landlord signed by all Tenant(s) or Applicant(s). Landlord agrees to return all monies upon receipt of such notice except for up to one-half of one month's rent equivalent which the Landlord may retain as rental and cancellation charge.

**26. SUBLETTING ASSIGNMENT:** Tenant(s) will not sublet or assign the premises in whole or in part without the written consent of the Landlord. As per law, Landlord will not unreasonably withhold such consent. Cotenants will not unreasonably prevent their fellow tenants from subleasing or assigning their interests in this lease. Tenant(s) may obtain a Sublease Agreement and Inventory Checklist at the Housing Information Office, and the *Rights and Duties* booklet at the City of Ann Arbor clerk's office. Landlord shall be provided a copy of the Sublease Agreement signed by tenant(s) and subtenant(s).

**27. SUGGESTED AMENDMENTS:** The University of Michigan strongly encourages the use of the following provisions to ensure positive community behaviors in the off-campus neighborhoods. Landlord shall initial on original and carbon copy to indicate use of suggested amendments.

\_\_\_\_\_ 27.1 The parking lot and outdoor common areas shall be exclusively used for parking and other lawful activities.

\_\_\_\_\_ 27.2 No organized gathering of \_\_\_\_\_ or more individuals, or the open possession or consumption of alcohol shall be permitted in the parking areas or other outdoor common areas without the prior written consent of Landlord.

\_\_\_\_\_ 27.3 No activities shall be permitted which would be considered or deemed to be a nuisance under state or local law.

**Addendum ~ Wessinger Properties**

The following understanding shall apply to the property located at

for a rental term commencing

**Cleaning:** Wessinger Properties will turn the unit over clean and with freshly steam-cleaned carpets. You will receive a condition sheet that we expect you to fill out upon move in. With the exception of professional steam-cleaning, we count on outgoing residents to return the unit to us fully clean and vacuumed, and in the same or better condition in which they received it. Any additional cleaning, damage, or trash hauling required after move out may result in security deposit deductions.

***Pet Policy - Pets are strictly forbidden:***

- There will be no exceptions granted, even for short term.
- There will be a \$500 penalty fee if a resident is found to have a pet in the unit and a \$100 per day fee until the pet is removed.

***Fire Hazards - These items and practices are NOT allowed:***

- Upholstered furniture on exterior porches (plastic or metal furniture is allowed). Please do not move Wessinger Properties furniture outside unless provided for exterior use.
- Space heaters (unless with the express permission of the Landlord).
- Combustibles stored anywhere near the furnace or water heater.
- Incorrect wattage bulbs placed in fixtures (resident is responsible for replacing bulbs).
- Barbeque grills used on porches or decks or the use of any fireplaces.
- NO smoking or vaping of any kind or burning of candles/hooka/or incense. No growing of marijuana, regardless of medical need or caregiver status.
- NO real Christmas trees or lighted holiday decorations.
- Do not disable smoke detectors. If they beep, they need a new battery (resident responsibility). Missing detectors= \$50 fee.

***Security and Storage - The existing locks meet all housing requirements:***

- No additional locks are to be installed without the Landlord's express permission.
- The fee for lost keys is \$10 and for lockouts during the day- \$25, and 6pm-9am or weekends/ holidays- \$50.
- We strongly suggest that residents purchase renter's insurance. Our insurance does not cover resident losses due to fire, theft or other insurable events.
- NO items can be stored in the unit between lease periods. Even if you know the prior group, this cannot be allowed under any circumstances.

***Plumbing - The Tenant may be charged for clogged garbage disposals, toilets and drain lines from misuse:***

- Do not grind bones or fibrous materials in garbage disposals, run water while using.
- Do not remove the sink drain basket to allow food or hair or sediment into drain.
- Do not flush tampons, paper towel, flushable wipes, dental floss down toilets or grease, or soil down drains.

***Wall Hangings - Normal touch-up will be done at no charge. Tenant may be charged for excessive damage (particularly from tape use):***

- You can use small nails, brads or push pins. We will remove. Do not use any ceiling hooks of any kind.
- No tape or sticky adhesives are allowed on walls. Only exception is 3M Command Strip products. We will remove.

***Alterations - NO alterations are allowed without the permission of the Landlord, such as:***

- NO Additional wiring on the interior or exterior of the property. Unit will come wired to common areas for Comcast/xfinity. No satellite dishes will be allowed.
- NO Wall mounted shelves, curtain rods, hooks or mirrors.
- NO Painting of any furniture, walls, or trim.
- DO NOT remove any existing window blinds- you will be charged if blinds are missing.
- 

***Trash - The Tenant agrees to keep the trash neatly contained in the designated storage area:***

- 
- All recyclables go in same can. Items must be clean. Absolutely no trash in the recycle containers. Do not store recyclables in interior hallways.
- All trash must be contained in the cart. The city will not pick up anything that is not in the cart.

***Appliances - The Tenant is responsible for appliance repairs due to improper use:***

- Always use small loads in washer and dryer and clean dryer lint screens every time. The Tenants will provide their own personal vacuum cleaner.
- Microwaves are only guaranteed to be provided when built in to the kitchen.

***Snow Removal and Lawn Maintenance:***

- Wessinger Properties will plow driveways and parking areas if accessible and if more than 4" of snow fall. Unfortunately, we cannot clear snow from between cars.
- 
- Wessinger Properties will maintain the lawn, and all landscaping.

***Parking / Bicycles/ Mopeds: (On-site reserved parking is for resident use only.)***

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- Inappropriately parked cars, mopeds or visitor cars parked in the lot without permission may be towed without warning, at vehicle owner's expense.
- In multi-unit buildings there is NO on-site parking available for Mopeds other than in paid/ reserved parking spaces. Must be in designated parking areas at single-families.
- No bike storage inside the unit. Bikes are to be locked up outside or in basement storage areas. No bikes locked to porch or fire escape railings.

***Mold - The Landlord will provide a mold and mildew free environment:***

- If mold occurs as a result of Tenant neglect, the Tenant shall be held liable for mold removal (ie when tenant does not report a water leak in a timely manner).

***Subleasing - The Tenant is responsible for all aspects of subleasing under this contract:***

- Tenant must inform landlord in advance of intentions to sublease. Tenant must also provide landlord with a signed sublease agreement, email address and cell number of sub-tenant at least 4 days prior to that sub-tenant moving into the building. There will be a \$100 fine for each occurrence if people are found to be living in the building without an approved sublease, with an additional \$100 per day fee until correctly filled out paperwork is received and approved by Landlord.
- The Tenant agrees to pay the Landlord a one-time sublease management fee of \$100 for each individual sub-tenant. That fee can be deducted from primary tenant's security deposit. No more than 2 subtenants per resident, per 12 month lease period.
- All provisions of the original lease apply to all sub-tenants. Primary tenants must provide a copy of their original lease to the sub-tenant.
- Separate checks will be accepted, but late fees will be strictly enforced if individual or unit rent is late or short.
- Additional fees may apply. See separate subleasing document for more details.

***City Fines- Tenants are liable for any city fines resulting from their actions, such as:***

- Snow removal ordinance violations (if you are responsible as indicated above). Failure to remove snow within 8 hours may result in heavy fines from Wessinger Properties or the City.
- Clean Community (trash) ordinance violations. Please respect the property and keep it clean.
- Noise and nuisance ordinance violations – no beer pong tables or other binge drinking games are allowed on this property.

Landlord

Tenant's Signature

Cell Number

Email

Emergency Contact name, email and/or phone #

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor’s Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing(explain).

\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee’s Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent’s Acknowledgment (initial)**

(e)  **NA** Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

## GREEN LEASE ADDENDUM / GREEN LEASE CLAUSE

The parties agree that this Addendum is intended to advance energy efficiency, sustainability, and cost-savings goals consistent with the City of Ann Arbor's Green Rental Housing Ordinance and A2Zero initiative. The Landlord and Tenant agree to cooperate to reduce energy use, water waste, and environmental impact.

The city of Ann Arbor's recently passed Green Rental Housing ordinance sets a minimum baseline for health, comfort, and energy efficiency in rental units to ensure tenants have a place to not just live, but also to thrive as we all work towards the city's carbon neutrality goals.

Given that the average age of rental housing stock in Ann Arbor is 48 years old, it is difficult to achieve modern efficiency standards in most of the existing rental units in Ann Arbor. Our rental houses are much older than that, averaging close to 100 years old. The ordinance offers many options for reaching the baseline scores- with a mix of possible building updates as well as a strong emphasis on green education and efficient use and living choices. We have taken many steps over the years to improve the efficiency of our houses to the best of our ability given the realities of the age of the structures. The following are just some of the steps Wessinger Properties has already taken and will continue to take when possible and practical to improve building efficiency or reduce environmental impact and utility use.

- Blown-in or batt insulation in exterior walls, roofs, and attics where possible.
- Replace original windows with higher efficiency windows or add or maintain exterior storm window systems.
- Install low flow sink aerators and showerheads and switch to 1.6 gpf toilets.
- Most lighting has been switched to LED.
- Use of low VOC paints.
- Upgrades to Energy Star rated appliances when possible.
- Upgrades to higher efficiency heating/cooling and water heating when feasible.
- Annual servicing of HVAC equipment (including changing filters as indicated) to maintain best operating efficiency.
- Reduce use of gas powered small engines for lawn care where practical and/or in accordance with Ann Arbor ordinances.
- Use of electronic communications and lease documents.
- Utilization of Aquahawk water use monitoring service to identify water waste or leaks.
- Limit use of chemicals in treatment or management of pests or wildlife in or around properties.

### Things you agree to do as a Tenant

- Read the city provided Green Housing packet attached to this lease.
- Use reasonable efforts to follow green living best practices (e.g. use energy-efficient settings, avoid wasteful use of water, report leaks promptly)
  - If you control your heat or AC settings, keep temperatures set to the lowest (heat) or highest (AC) temp that provides comfort.
  - If your lease allows it and you use window AC units, contact us to remove those units as soon as the outside temperature warrants it.
  - Minimize opening windows and doors during active heating or cooling seasons. Especially in rooms or areas that are close to thermostats.
  - Keep showers to a reasonable length to conserve water and reduce water heating costs.
  - Wash clothes on cold settings whenever possible.
  - DO NOT use external hose connections for wasteful water use such as watering lawns, washing cars or filling pools.
  - Promptly report to Wessinger Properties any potential water wasting maintenance issues in the house- running toilets, dripping faucets or showers.
  - If you have a separate water account, sign up for the Aquahawk online water monitoring use service. See the attached document in this lease regarding this service.
- Permit Landlord or its designees reasonable access to install, maintain, inspect, or repair house systems as necessary (with appropriate notice as required by law).
- Participate in any data-sharing or tenant feedback required for compliance with City ordinance if requested (while protecting tenant privacy).
- Comply with recycling, composting (where present), or waste-separation standards for the City of Ann Arbor.

## **UTILITIES**

Please make arrangements to have the following utilities put into your name (only those that are identified in your lease and by a checkmark here). This should be done about two weeks prior to moving in, with service to begin on the first day of your lease. These utilities (except for cable/internet) must be in your name and active for the full duration of your lease.

### **ELECTRICITY**

**DTE**

<https://startstop.dteenergy.com/>

or 800-477-4747

**GAS**

**DTE**

<https://startstop.dteenergy.com/>

or 800-477-4747

### **WATER and SEWER**

**City of Ann Arbor Water Utilities**

<https://www.a2gov.org/services/Pages/Start->

### **CABLE/ INTERNET**

**XFINITY**

<http://www.xfinity.com>

When setting up Cable/Internet service, we strongly recommend Comcast. However, if you want to consider using AT&T, then you must get permission from Wessinger Properties before arranging any installation, and any installation charges will be your responsibility. Also, all Comcast wiring must either be left undisturbed or restored to functional use or you will be charged by Wessinger Properties to do so. No satellite dishes will be allowed under any circumstances.

Wessinger Properties

734-747-6372

## Subleasing Guidelines- Wessinger Properties

**Most importantly, you (and/or your group) are responsible for whatever happens in the unit while your sub-tenant is there. Choose wisely, make sure paperwork is in order, and get a security deposit from them.**

**Please complete these steps before finalizing any sublease.**

- Notify Wessinger Properties via email of your intent to sublease prior to beginning your search.
- Advertise your sublease. (See below)
- Carefully screen prospective subtenants and 'show' them the unit. (See below)
- Complete the appropriate sublease paperwork with your subtenant. (see below)
- 'Check-in' your sub tenant. (See below)

**Most residents find these avenues helpful for finding a subtenant.**

- Word of mouth- contact friends, acquaintances, relatives, and class groups on Facebook.
- Place fliers strategically- such as on the law and business school bulletin boards.
- Free listing is offered on-line at the UofM Off Campus Housing Beyond the Diag website.
- Use any list serves you can access. Check if your program has one available.
- Facebook can be a useful tool. Local groups like "UMICH Housing, Rooms, Apartments, Sublets," "Student Housing in Ann Arbor Michigan," "University of Michigan Off-Campus Housing" are popular groups. Facebook is also a common place for scams. Investigate people's Facebook profiles thoroughly. If anyone is "looking for a friend," offering to pay more than you've listed, or asks you to pay a shipper it is usually a scam. If you have a bad gut feeling, trust it.
- Do not use services such as Craigslist, unless as a last resort as it is difficult to screen responses and prospective sub-tenants.

**Screen prospective subtenants and 'show' them the unit.**

- If someone shows interest, find out about their student status or job.
- Get a current landlord reference, phone number and the individual's current address.
- Questions to ask of previous landlord- Has rent been on time? Has the apartment been well cared for? Has the tenant been a good neighbor?
- Find the most responsible person to take over the unit- You are liable until the end of your lease.
- If you are currently living in the unit, the unit should be VERY CLEAN and as attractive as you can make it for any in person showings. Or you can send the prospective sub-tenant pictures and a floor plan of the unit as needed. There are pictures on our website for each unit and house.
- If you are not currently living in the unit, you will have to rely on pictures. Send the prospective sub-tenant pictures and a floor plan of the unit as needed. There are pictures on our website for each unit and house.
- If you are in a group lease, be sure that all members of the primary group agree with any sublease activity.

**Complete the appropriate sublease paperwork with your subtenant.**

- You must get permission from the landlord, Wessinger Properties, prior to completion of any sublease agreement.
- You will need a sublease form which can be found on the Wessinger Properties website on the Leasing Info page.
- Prepare 2 copies of your original lease, addendum, and conditions/inventory list to be signed by subtenant (one copy for them, one for you); and the Tenant's Rights and Duties booklet.

- Bring these materials to the meeting with your subtenant or ensure that they receive them electronically if done long distance.
- All subtenants, even if they are your friend or relative, will be required to sign the sublease form and provide a security deposit (we recommend at least one month of sublease rent).
- The landlord is to receive a copy of the sublease and the deposit is to be held by you, the primary tenant. Please make these arrangements ahead of time. You are acting as the landlord to your subtenant.
  - Important mistakes to avoid when filling out the sublease form.
    - Make sure there is one sublease per subtenant. And that it is signed with one resident.
    - Make sure the address is correct. Add unit number and bedroom number if applicable.
    - In the Pets clause, make sure to circle 'are not' or strikeout 'are' to indicate that NO PETS are allowed. There should be \$0 written into the pet fee blank.
    - Require a Security deposit. This is very important for your protection during the sublease.
    - INCLUDE subtenant email and cell number in the subtenant info section at the bottom.
- When submitting the completed sublease to the Landlord via email, make sure to copy all of your house/groupmates if you have any so they are fully informed of the sublease details and the subtenant info.
- Landlord must have given verbal approval or email approval of the sublease and have received a copy the completed sublease form documents PRIOR to when a subtenant moves in.
- There is a \$100 one-time fee charged to the primary tenant for facilitation of a sublease. That will be deducted from your security deposit unless otherwise arranged.
- Each primary tenant may not sublease their room or unit more than 2 times during a 12 month lease period.
- We recommend that utilities be placed in the subtenant's name, whenever practical.

**'Check-in' your sub tenant.**

- Make sure the unit is very clean so that the tenant can sign-off on your original condition/inventory lists.
- You will need to make arrangements for getting your subtenant into the unit. Wessinger Properties can assist if you or no one else in your unit can get them in. Arrangements can also be made to get subtenants in without meeting them in person. Ask Wessinger Properties for thoughts on options for your unit.
- The subtenant will be responsible for returning the unit in this same condition to you or the landlord depending on the end date of the agreement. Remember, you, as the primary tenant, are ultimately responsible for the condition of the unit and any damage or unpaid rent.
- If the subtenant will be the last person checking out of a unit at the end of the primary lease, please ensure that they clean the unit thoroughly or arrange to have cleaning done after they move out and prior to the end date of your primary lease.

**We are happy to assist you in any way possible to ensure a smooth transition, including possible referrals or long-distance arrangements. Email for additional advice if necessary.**



# GUIDELINES FOR SUBLETTING\*

In Ann Arbor, there are usually more sublets available than there are subtenants. For this reason, tenants typically may have to accept less rent from their subtenants than they pay to their landlords. Supply/demand and going rates vary by season.



**Spring/Summer** Apartments that are advertised early can sublet for 75% or more of the regular rate. It's very possible, though, that a sublet will go for as little as 50% of the regular rate. Quiet, well maintained, shaded or air-conditioned units and **really** inexpensive units are most attractive to subtenants. It's easier to find subtenants for spring term than summer term; there are just more people in town at that time.



**Fall/Winter** Competition for fall and winter subtenants varies by year, so we don't have a formula for figuring rates. The basic rule: you can charge what the market will bear. It's easier to find subtenants for Fall term than Winter term, as there are more people in town at the time. If the subtenant will be finishing out a long period remaining on a lease, you may want to ask the landlord for an "assignment" (see back page).

**Plan Ahead with Roommates:** If there are two or more people on the original lease, discuss and

agree upon the subletting arrangement well before the subleases are to take effect. Issues to decide:

- Who is leaving and who will remain?
- What is each person's responsibility when searching for subtenants?
- What criteria for selecting a subtenant can everyone agree to?
- Does everyone have the right to veto a potential subtenant?
- Will subtenants take the rooms vacated, or will the original tenants move around first?
- Who gets the rent credit provided by each subtenant?
- Who will hold the security deposit of the subtenant?
- Who will be responsible for the utility bills?

It is in the best interest of **ALL** the original tenants to cooperate in the effort to find and agree upon subtenants, even if only some of the original group is leaving. The original lease probably has a "joint and several" clause. This means any original tenant can be liable for unpaid rent that accrues because any other can't find a subtenant.

You can advertise your space by using the **MICHIGAN DAILY**, University Housing's Web site ([www.housing.umich.edu](http://www.housing.umich.edu)), posting flyers, and/or spreading the word through friends.

Your potential subtenant will undoubtedly want to see the unit and meet the other people who will be living there. When you show the place, be careful not to misrepresent it. Let the person know which things (and which people) stay and which go. Don't lie about or hide the shortcomings of the apartment, or you may have problems later.

At the same time, you will want to check references of the potential subtenant. After all, you might be better off losing money on an empty place than leasing it to someone with a history of trashing places

\*These guidelines do not apply to University of Michigan Family Housing. Please see **YOUR GUIDE TO FAMILY HOUSING** booklet for further information.

or skipping payments. Remember, the landlord can legally hold **you** responsible for your subtenant's damages and unpaid rent.

Your landlord can also legally reserve the right to approve your subtenants. Check your lease, or with your landlord, to find out what approval you need to obtain. By law, the landlord's approval cannot be unreasonably withheld. This approval may need to be in writing.

You and the subtenant should reach agreement about the security deposit, amount of rent he/she will pay, arrangements for utilities, and move-in and lease end dates. (Make certain you don't promise the place for longer than you've leased it!)

When you have someone who wants to sublet from you, make a **written** contract with the person. Make sure the documents you use contain the required **Statutory, and City of Ann Arbor Disclosure Notices:**

- **TRUTH IN RENTING** Notices (2)
- ANN ARBOR'S **RIGHTS AND DUTIES OF TENANTS** Notice
- **MICHIGAN SECURITY DEPOSIT ACT** Notice
- ANN ARBOR'S **PRIVACY ORDINANCE**

Sublease agreement forms that meet these requirements are available from the Housing Information Office and Student Legal Services, as well as on-line at [www.housing.umich.edu](http://www.housing.umich.edu).

We strongly recommend getting a security deposit to cover potential unpaid rent, unpaid utility bills and damages caused by the subtenant. By law, you can collect up to the equivalent of 1-1/2 times the subtenant's monthly rent. We recommend that you change the names on utility, cable TV and phone service accounts to the subtenant's name whenever possible. Also, record the subtenant's birthdate, permanent address, phone number and driver's license or social security number.

The **INVENTORY CHECKLIST** is used to record the condition of the unit as you move out and the subtenant moves in. This will be the basis for determining which of the damage costs deducted from your own deposit at the end of the lease are your responsibility and which are the subtenant's. If you take a security deposit, the law **requires** that it be deposited in a regulated financial institution and

2 checklists be given to the subtenant. Checklists can be obtained from the housing Web site or at the Housing Information Office.

Since you technically become a landlord by subletting, you must give your subtenant a copy of **RIGHTS AND DUTIES OF TENANTS**, provided by the City of Ann Arbor. Pass along your booklet or get a new copy from your landlord or the City Clerk's Office. This document is also available to view online at [www.housing.umich.edu](http://www.housing.umich.edu). Finally, give the subtenant a copy of the original lease so he/she will know the landlord's rules and regulations.

If your subtenant is submitting payments directly to your landlord, check with the landlord regularly to make sure that payments are current. Even though the subtenant has signed an agreement with you, you remain responsible to the landlord for the full rent payment if your subtenant does not come through.

Some landlords allow a "**lease assignment**" or even prefer it to a sublease. In this arrangement, lease rights and responsibilities are transferred from you to a new tenant. Typically, you would find a replacement tenant and the landlord would cancel your lease. The new person would sign a lease directly with the landlord.

Student Legal Services or our office can look over an agreement or lease before you sign it.

### Resources:

- **Housing Information Office**  
1011 SAB, Phone: 763-3205  
[www.housing.umich.edu](http://www.housing.umich.edu)  
Provides general information, listings of available sublets, Sublease Agreements, Inventory Checklists and Safety Tips brochure.
- **Student Legal Services**  
2304 Michigan Union, Phone: 763-9920  
[www.studentlegalservices.dsa.umich.edu](http://www.studentlegalservices.dsa.umich.edu)  
Provides legal advice, Sublease Agreements, Inventory Checklists.



1011 Student Activities Building  
515 East Jefferson Street  
Ann Arbor, MI 48109-1316  
Telephone: 734-763-3164  
Fax: 734-764-6806  
E-Mail: [housing@umich.edu](mailto:housing@umich.edu)  
Web site: [www.housing.umich.edu](http://www.housing.umich.edu)

# Green Rental Housing Resident Information

- Energy Efficiency Messaging: Page 12
- Food Waste Prevention Messaging: Pages 13-14
- Rental Sustainability Sessions: Page 15
- Local Food Information: Pages 16-17
- Severe Weather Alerts: Page 18
- Energy Efficiency Materials: Pages 19-20
- Waste Disposal Information: Pages 21-23





# TOP 3 THINGS RENTERS CAN DO TODAY TO SAVE ENERGY

- ✔ **Program your thermostat to 78 in summer and 68 in winter.**  
Or as close to that as comfortable. And turn your heat/AC down even more when you leave for the day. Each degree could save you up to 3% on your annual energy bill.

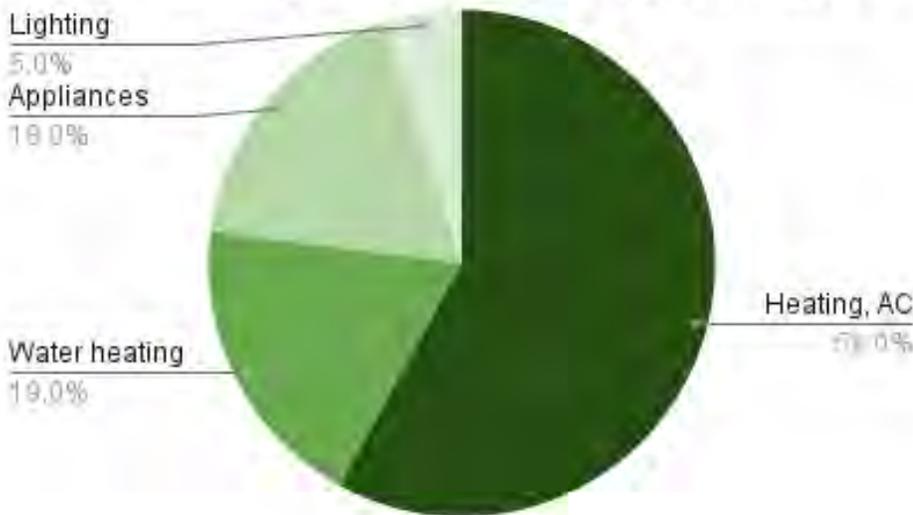


- ✔ **Wash your clothes in cold water and dry them on the lowest setting.**  
This will also protect your clothes from wearing out quickly!



- ✔ **Unplug phone chargers, TVs, and laptops when not in use.**  
Use smart power strips to make this easier and avoid wasting money on "phantom loads."

## Home energy use for Michigan renters



Data from EIA 2015 Residential Energy Consumption Survey

### Why these 3?

They'll help you save in the biggest categories of home energy use!

Find more energy-saving tips on our website:



Our city is working hard to achieve carbon neutrality by 2030.

Renters like you have a big role to play in helping us get there - did you know that 55% of our city's housing stock is rentals, and  $\frac{2}{3}$  of our city's emissions come from energy use in buildings?

Ann Arbor's Green Rental Housing program is trying to make sure every rental in our city is more energy efficient, but we need your help too - **make a pledge to take one of these 3 energy saving actions today!**

# SAVE ON GROCERIES. WASTE LESS FOOD.



## 40% of food in the United States goes uneaten.

That means wasted resources, energy, and money. It also causes harm to our climate. Small changes at home can help save you money and protect the planet.

## Try a few of these simple tips to help you waste less food.



### Buy only what you need

- **Create a flexible, realistic meal plan.** Decide what you need before going to the store.
- **Make a shopping list** based on your meal plan and stick to it! Resist bargains and impulse buys.
- **Purchase the amount you need.** Shop from bulk bins and buy loose fruits and vegetables instead of pre-packaged foods.

### Keep food fresh longer with proper storage.

- **Use a food storage guide** to learn how to keep food fresh longer.
- **First in, first out.** Rotate items in your fridge and pantry so you know to use older items first.
- **Use clear containers** so you can see what needs to be eaten.



## Make the most of your food



- **Love your leftovers.** Plan a weekly leftovers night as part of your meal plan.
- **Freeze what you can't finish.** Pack extra food in small portions in clear containers, then freeze for easy cooking later!
- **Bring food back to life.** Learn how to revive wilted greens and produce.
- **Share food** with friends, family, and neighbors when you have too much.

## What do date labels really mean?

Date labels are set by food manufacturers to indicate when a food is at its best quality, not when food is no longer safe to eat. With the exception of **infant formula**, date labels are not required by federal regulation.



### SELL BY:

Sell by labels recommend to a store when to sell a food so that it still has a shelf life when you take it home.

You can eat food after the sell by date. Sell by dates are not an indicator of food safety.

### BEST BEFORE:

"Best Before / Best By" labels mean the food will be at its best quality or flavor before the printed date.

You can still eat food after the best by date. Best by dates are not an indicator of food safety.

### USE BY:

"Use By" labels mean that the food will begin to lose quality after that date. It does not mean that the food is no longer safe to eat.

Infant formula is the only exception - it should never be used after the "Use By" date.

# Renter Sustainability Session

**Green Rental Housing is a new ordinance to set a minimum baseline of health, comfort, and energy efficiency to ensure our tenants have a place not just to live in, but to thrive in, as we work towards our carbon neutrality goals.**

Find out about energy efficient behaviors renters can adopt with our Renter Sustainability Session.



<https://www.a2gov.org/sustainability-innovations-home/sustainability-me/for-families-individuals/for-renters/>

# FIND LOCAL FARMS & MARKETS NEAR YOU



## WHY BUY LOCAL FOOD?

Our food choices matter. Producing, processing, packaging, and transporting food has a large impact on our climate, environment, communities, and health!

Not only can eating local bolster the area's food and farming economy, but getting to know your farmer is a great way to learn more about where your food comes from and how it is grown, which can help you make informed decisions about if a product is a good fit for you.

Here are a few more reasons you might choose to buy local food:

### LOCAL FOOD IS **DELICIOUS**

Local food is often fresher and lasts longer than produce shipped from further away.

### LOCAL FOOD IS **SUSTAINABLE**

Many local farms are smaller in size and have growing practices that are gentler on the planet.

### LOCAL FOOD IS **RESILIENT**

A strong local food economy is essential to ensure community food security, now and in the future.



## SCAN HERE

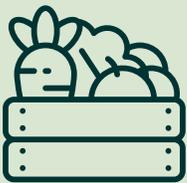
For a list of local farms, farm stores, and farmers markets near Ann Arbor.





## ANN ARBOR FARMERS MARKET

The Ann Arbor Farmers Market in Kerrytown brings fresh produce, farm products, prepared foods, and artisan items to the community year-round! With 125 vendors from Michigan, the market is an vibrant source of local food in our community.



## SUPPORT LOCAL BY JOINING A CSA PROGRAM NEAR YOU

A Community Supported Agriculture (CSA) program is a great way to support a local farm while receiving regular deliveries of fresh, seasonal produce.



To find a CSA program near you, scan the QR code or visit <https://michigancsanetwork.org/find-a-csa>



## GET MORE FRUITS & VEGETABLES WITH DOUBLE UP FOOD BUCKS

Use your Bridge Card to save on local food and get double the fruits and vegetables with Double Up Food Bucks.

To find a participating location, scan the QR code or visit <https://bit.ly/DUFBLocation>.



# EMERGENCY ALERTS

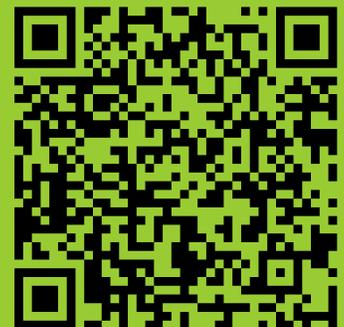
## Wireless Emergency Alerts

The Wireless Emergency Alert (WEA) System is a nationwide program that can broadcast alerts to every cellular device within a boundary. These alerts do not require registration! They will be sent automatically based on location. Critical messages that require immediate action from the public will be sent out via the WEA system.

## Everbridge

Ann Arbor utilizes the Everbridge System to share critical information regarding public safety. Examples of alerts you may receive from Everbridge include severe weather alerts (thunderstorms, winter weather), tornado watches/warnings, and other emergencies that the public needs to be aware of. Sign up for these alerts at [a2gov.org/alerts](https://a2gov.org/alerts).

Scan this QR code to learn  
more about Emergency  
Communications in  
Ann Arbor





# HOW TO TALK TO YOUR LANDLORD ABOUT WEATHERIZATION (PART 1)

Did you know that the median year built for Ann Arbor rentals is **1964**, which was **before Michigan required energy efficiency to be considered in buildings?**

If you are renting an older apartment or home, check out our website for videos that will show you how to:

- Check around your windows and doors for air leaks.
- Check if your lighting and shower head are efficient.



## ONCE YOU IDENTIFY ENERGY EFFICIENCY ISSUES IN YOUR APARTMENT, **EXPLORE YOUR OPTIONS:**

### Start Small

Ask your landlord to

- Swap all your lightbulbs with **LEDs**
- Have your HVAC **air filter replaced**
- **Provide user manuals** for your appliances

### Basic DIY

Make these **temporary** improvements (Check with your landlord first)

- Window films
- Removable rope caulking
- Window insulation kits

### Bigger Impact

With your landlord's approval

- Washtenaw County's **free weatherization** program will update worn down insulation, heating systems, and more if you qualify

Schedule a **free home energy assessment** from the Ann Arbor Home Energy Advisor to learn about more options you can take advantage of.



Photo: Pinterest

For tips on how to ask for your landlord's support in fixing any air leaks...

**FLIP ME**



# HOW TO TALK TO YOUR LANDLORD ABOUT WEATHERIZATION (PART 2)

## NEXT, EXPLAIN TO YOUR LANDLORD THE BENEFITS:

1. Better insulated homes don't just keep energy in, they also keep bad things out! Weatherizing a home reduces the risk of mold damage to a property and reduces the effects of childhood asthma.
2. Tenants are more likely to stick with a landlord who helps them out, allowing landlords to avoid the costs of tenant turnover.
3. The Green Rental Housing Program requires a minimum energy efficiency in rental units. Ask them what they are doing to comply.

Start with a request for a conversation, not a complaint. For example:



My apartment has been pretty drafty and hasn't been able to keep a decent temperature this winter. I've been working from home more so this has become a big comfort issue for me. Would you be open to talking about ways to improve this?



Photo: istockphoto.com



Photo: Canva

Find "How To" videos on how to properly install DIY window films or rope caulking on our website:



# Do not put in the trash

Some items are dangerous. They can harm people, equipment, or the environment.

When in doubt, leave it out. [recycleannarbor.org/a-z-recycling-guide](http://recycleannarbor.org/a-z-recycling-guide)



No loose packing materials like peanuts. Bag instead.



No furniture or appliances.



No TV's, monitors, or computers. Electronics are accepted at select stores and the Drop-off Station.



No construction materials such as concrete, bricks or lumber..



No automobile parts. Motor oil is accepted at city collection centers, auto stores and quick lube facilities.



No lithium or lithium ion rechargeable batteries. Most are accepted by the Drop-Off Station and Home Toxics Center.



No liquids, with or without a container.



No logs, branches, or other yard materials. Compost instead.



No home toxics including oil-based paint. They should be taken to the Home Toxics Center.

## Where can these items go?

- Recycle Ann Arbor Drop-Off Station (DOS), 2950 E. Ellsworth Rd., 734.971.7400
- Recycle Ann Arbor Recovery Yard, 7891 Jackson Rd., 734.426.2280
- Washtenaw County Home Toxics Center, 705 N. Zeeb Rd., 734.222.3950
- WeCare Denali Ann Arbor Composting Facility, 4150 Platt Rd., 734.477.0334



Additional questions? Call 734.994.7336 | [a2gov.org](http://a2gov.org)

# City of Ann Arbor Curbside Recycling

**YES! RECYCLE WITH CONFIDENCE.**



**All items must be clean, dry, & empty.**

- Screw caps onto plastic
- Remove caps from glass
- Flatten cardboard
- Labels may be left on.



**Metal**



**Plastic Bottles & Tubs**



**Glass**



**Aseptic Containers**



**Mixed Paper**



**Cardboard & Boxboard**

**NO. WHEN IN DOUBT, LEAVE IT OUT.**

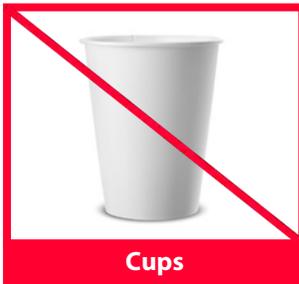


Many of these items can be recycled at drop-off recycling centers.

Please visit [www.a2gov.org/recycle](http://www.a2gov.org/recycle) for additional details.



**Plastic Bags & Film**



**Cups**



**Styrofoam™**



**Batteries & Electronics**



**Glass & Ceramic Dishes**



**Textiles**



**Food Waste**



**Syringes**



**Lightbulbs**



**Automotive & Liquids**

The City of Ann Arbor contracts with Recycle Ann Arbor for residential recycling collection and the Drop-Off Station 734-662-6288 / [www.recycleannarbor.org](http://www.recycleannarbor.org)

For more information please visit [www.a2gov.org/recycle](http://www.a2gov.org/recycle)



# Residential Composting Guidelines

## What can go in my compost cart?

fruits, vegetables,  
pits, & peels



dairy & eggs



bread, grains, pasta,  
& rice



meat & bones



**food scraps**

plate scrapings



grass clippings



branches <6" diameter



leaves



**yard trimmings**

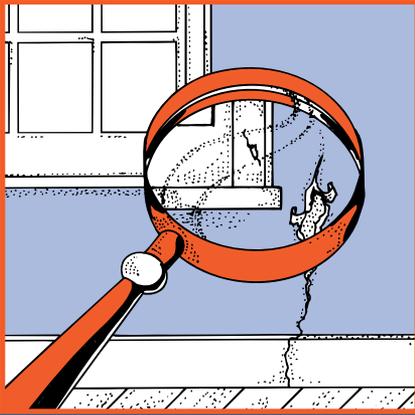
brush  
& weeds



CMA-W products\*

\*Fiber/paper only  
No bamboo, palm  
leaf, or plastics.





# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

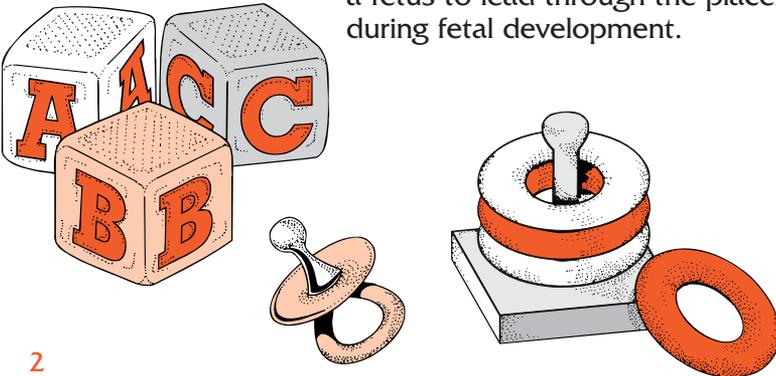
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

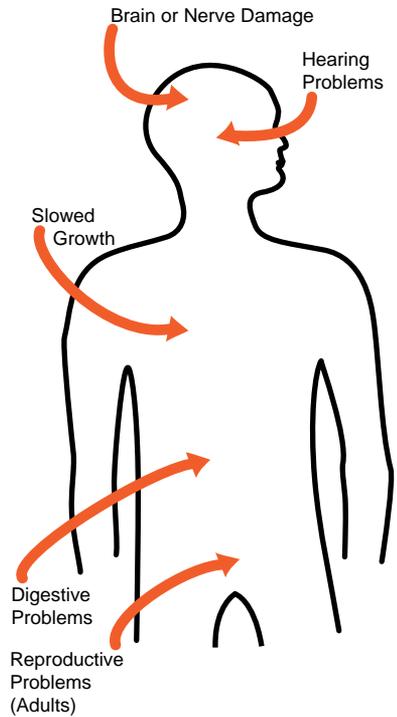
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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# Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

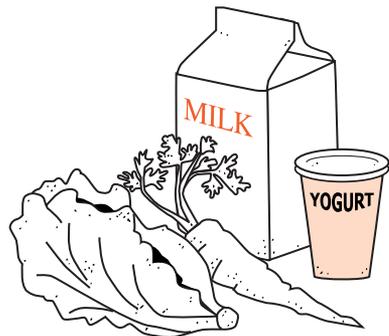
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

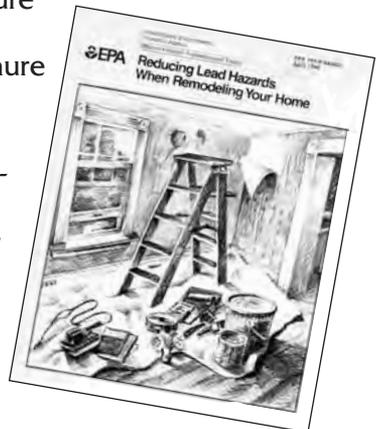
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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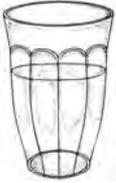
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

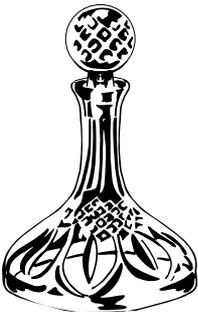
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

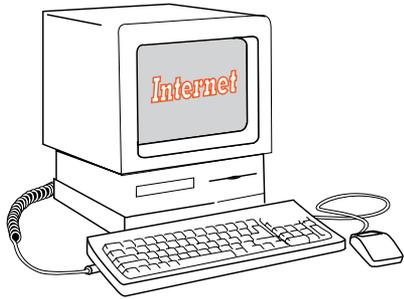


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

# RIGHTS AND DUTIES OF TENANTS

**This booklet contains information about your rights and duties as a tenant in Ann Arbor. The booklet is divided into three sections. The white section is written by the City. The green section is written by tenant advocates. The blue section is written by landlord advocates.**

**Portions of the booklet are written by advocates because the people of the City believe that the tenant can obtain the most accurate and fair understanding of the rights and duties as tenants by an uncompromised and uncensored presentation of materials by advocates for often conflicting points of view. The landlord and tenant sections are both written or approved by attorneys.**

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

Published March 2022

**This booklet is distributed to tenants by their landlords as required by City Charter, sections 19.7 to 19.13. A landlord's failure to distribute this book as required by law shall be punishable by a fine up to \$500, but may not be punished by jail.**

## **I INTRODUCTION**

This booklet is designed to help you find Ann Arbor a better place in which to live. On the following pages you will find information about your rights and duties as a tenant (lessee) and suggestions on how to govern your relations with your lessor (landlord).

This booklet is written in three sections. This first section, on the white pages, has been written with the cooperation of three groups of authors - one group comprised of lawyers from the City Attorney's Office, one group chosen to represent the tenant's point of view, and one group chosen to represent the lessor's point of view. All three groups of authors have agreed that the information in this first section is accurate. HOWEVER, THE LESSOR AND TENANT ADVOCATE AUTHORS FEEL THAT THIS FIRST SECTION IS NOT COMPLETE AND HAVE ADDED INFORMATION IN THEIR SECTIONS TO GIVE YOU WHAT EACH GROUP THINKS IS A COMPLETE PICTURE OF YOUR RIGHTS AND DUTIES. THIS ADDITIONAL INFORMATION IS CONTAINED IN THE GREEN AND BLUE SECTIONS OF THIS BOOKLET.

There may be conflicts among the points of view presented in the advocate sections of this booklet. The purpose of the law which created this booklet was to allow you to see the differing points of view which exist.

Please remember that this booklet is only a general guide, rather than the final work, on legal matters. It is not intended as a substitute for competent legal counsel.

## **II YOUR RELATIONS WITH YOUR LESSOR**

Mutual discussions of problems and questions between lessors and tenants will often be of great benefit to both parties. Fast and equitable solutions and answers are often possible. Generally, however, both lessors and tenants, when entering into discussions, should be well informed about their rights and duties. When either party is ignorant of their rights or duties, unnecessary confusion and hostility from both sides can result. Once well informed, both parties can enter into discussion and negotiation optimistic that mutually satisfactory solutions can be found.

See the lessor and tenant advocate section of this booklet for further comment on this point.

### **III DISCRIMINATION AS TO RELIGION, RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, CONDITION OF PREGNANCY, MARITAL STATUS, PHYSICAL LIMITATIONS, SOURCE OF INCOME, FAMILY RESPONSIBILITIES, EDUCATIONAL ASSOCIATION OR SEXUAL ORIENTATION.**

No lessor may refuse to rent to you or to discriminate in your rental agreement or privileges because:

1. Of your race, color, religion or national origin;
2. You are male or you are female;
3. Of the age of any member of your household;
4. You are pregnant;
5. You are single, unmarried, divorced or widowed;
6. Of physical limitations;
7. You get your income from welfare payments or any other legal source;
8. You are or might become a contributor to the support of persons in a dependent relationship;
9. You are a student or not a student;
10. You are heterosexual, homosexual or bisexual;
11. Of the race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical limitations, source of income, family responsibilities, educational association or sexual orientation of your relatives or associates.
12. Of your arrest record, criminal history, or hairstyle such as braids, locks, twists, and headwraps.

Exceptions to the above rules are as follows:

1. A landlord can discriminate as to sex if renting an owner-occupied one or two-family dwelling, or a dwelling devoted entirely to members of one sex.
2. The owner of a housing project may legally restrict occupancy to persons over fifty-five (55) years of age or may restrict occupancy to handicapped persons.
3. A landlord may refuse to rent to an unemancipated minor.
4. A landlord may restrict occupancy based on age when such discrimination is *required* by law.
5. A religious organization or institution may restrict its housing facilities and accommodations which are operated as a direct part of its religious activities to persons of the denomination involved.
6. A housing provider may exclude tenants based on certain types of

criminal history if required to do so to comply with federal or state laws.

#### **IV THE LEASE OR RENTAL AGREEMENT**

Your lease can be written or oral. If the lease is for a specific period of more than a year, it must be in writing. A lease for a specific period of a year or less may be oral or in writing. Also, a lease for an indefinite period (usually month-to-month) can last for less than a year or for many years and may be oral or in writing.

Leases are contracts and, provided that their terms are enforceable, will create obligations on both the part of the tenant and the landlord. These obligations will include generally, on the part of the tenant, the obligation to pay rent when due and not unreasonably damage the dwelling and, on the part of the lessor obligation to provide a dwelling in good repair and in compliance with state and local housing codes.

Unless the lease contains a provision for rent increases, the landlord cannot increase the rent during the lease term. The rent may be increased for a month-to-month lease by notifying you of the increase at least one month before the next payment is due.

Pursuant to Section 8:530 of Chapter 105 of Chapter VIII of the City Code, a landlord of residential premises shall not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 150 days before the end of the current lease period (i.e. approximately 210 days into a 1-year lease) and after notice has been given to existing tenants no later than 180 days before the end of the current lease period.

The requirements of the ordinance apply to leases that exceed 8 months are:

1. A landlord must provide each tenant (with whom they want to renew a subsequent lease) the terms and conditions of a subsequent lease period no later than 180 days before the end of the lease period;
2. The notice to the tenant must be sent via electronic communication, and either by personal delivery or US mail;
3. The notice must specify the date by which the tenant must notify the landlord of the tenant's acceptance of a subsequent lease, and that date shall not be sooner than 150 days before the end of the current lease;
4. If the notice sent to the tenant was earlier than 240 days before the end of the current lease period (i.e. approximately 120 days into a 1-year lease), the landlord must send a second notice to the tenant;
5. A tenant (who wishes to renew a lease for a subsequent lease period) must provide notice to the landlord via 1 of 3 methods: electronic

- communication, personal delivery, or US mail.
6. A tenant's acceptance of the subsequent year's terms and conditions shall be in the form of a signed lease.
  7. These provisions do not apply to leases less than 8 months, subleases, when a lawsuit to recover the premises has been filed, or when the tenant has terminated occupancy of the premises pursuant to the lease.
  8. Violations of Section 8:530 are civil infractions, punishable up to \$500 for a first offense.

The Ordinance, ORD-21-22, HOUSING: LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES, is printed in its entirety in the back of the white section of this booklet

## **V UNENFORCEABLE LEASE CLAUSES**

Some clauses contained in some leases are not enforceable. These clauses have no legal effect and are not binding even though you may have already signed the lease. A few such examples include the following:

1. Clauses which try to change any of the tenant's rights to legal remedies or the lessor's obligations (discussed in Sections VII, VIII and IX below) when the premises are not in reasonable repair or compliance with the state and local housing codes;
2. Clauses which try to change any of the tenant's rights under state law involving security deposits (discussed in Section XIV below);
3. Clauses claiming to excuse the lessor from liability to the tenant for damages caused by the lessor's negligence;
4. Clauses claiming to deny the tenant the right to trial by jury or certain other judicial procedures;
5. Clauses which claim that the tenant is liable for legal costs or attorney's fees incurred by the lessor in excess of the costs and fees specifically allowed by statute. (The State statutes only allow the winner of a lawsuit to collect small legal costs and attorney fees which rarely exceed a total of \$100 for a case going through trial.)

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

You may or may not have a right to a refund if you pay a deposit and decide not to move in. Consult the tenant and lessor advocate sections of this booklet for their views on your rights.

## **VII THE CONDITION AND UPKEEP OF YOUR DWELLING**

### **A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL**

You have the right to a clean, sanitary dwelling before you move in, even if your lease says it does not have to be clean. Cleaning waivers are sometimes used when a tenant wants to move in early. Read the tenant and landlord advocate sections of this booklet for views on the validity of such a waiver and further information on this section.

### **B. YOUR RIGHT TO HAVE THE LESSOR REPAIR**

Your lessor must also keep your dwelling in good repair. It must also be kept “up to Code” - in compliance with the Ann Arbor City and the Michigan State Housing Codes. Some general requirements of the City Code are listed in Section XVI.

You may use this list as a reference or you may obtain a copy of the Ann Arbor Housing Code from the Planning and Development Services Unit, located on the first floor of City Hall.

### **C. THE CERTIFICATE OF COMPLIANCE**

The lessor is also required by law to have a Certificate of Compliance with the Ann Arbor City Housing Code and you are entitled to see it on demand. If your lessor does not have a Certificate of Compliance or there are Code violations, you may be entitled to withhold your rent. Read the tenant and lessor advocate sections of this booklet for more information on this point.

## **VIII WITHHOLDING RENT**

A. If the lessor fails to meet his or her obligations to the tenant, State law gives the tenant a right to withhold all or part of the rent under certain circumstances. The right to withhold all or part of rent may occur in the following situations:

1. If the lessor violates the terms of the lease agreement; or
2. If the lessor fails to maintain the premises in reasonable repair; or
3. If the lessor fails to comply with the State or City housing codes; or
4. If there is a total or partial constructive eviction. Such a constructive eviction occurs if the conduct or misconduct of the lessor makes all or part of the dwelling uninhabitable;
5. If the lessor imposes a retaliatory rent increase. A retaliatory increase occurs when the landlord raises the rent because a tenant took an action which was legally the tenant’s right – such as making a

complaint concerning the condition of the premises. In this instance, only rent in excess of the original amount may be withheld.

Withholding rent may lead to legal action by the lessor to evict you. You may be able to use as a defense that you withheld rent for one of the above purposes and you may have counter-claims. If there is a suit for nonpayment of rent, you have the right, except in rare situations, to avoid eviction by payment of the rent. Consult the tenant and landlord advocate sections of this booklet for further information on withholding rent.

- B. If you decide to withhold rent, the following procedures are strongly recommended by both the lessor and tenant advocate authors:
1. Make a list of everything that is wrong with your dwelling and of every violation of the lease by the lessor.
  2. Send your lessor a letter, inserting your list described in paragraph (1) above, preferably by certified mail, stating that you are withholding rent because of the condition of your dwelling and/or violations of the lease by the lessor. Make a copy of the letter and keep all of the mail receipts.
  3. You may, at some future time, be required to pay some or all of the rents you have withheld. Accordingly, it is wise to set up a separate rent fund so that the money will be available when and if payment is required.

## **IX SUING THE LESSOR TO OBTAIN REPAIRS**

Another way to obtain repairs is to sue the lessor. Read the landlord and tenant advocate sections of this booklet for information on this.

## **X THE TENANT'S RIGHT TO PRIVACY AND THE LESSOR'S LIMITED RIGHT TO ENTER**

When you are a tenant, your dwelling is yours to have and peacefully enjoy. Your lessor does not have the right to enter your dwelling without your permission, in most cases.

It is courteous and makes sense to allow your lessor appointments at mutually convenient times under the following circumstances:

1. To do repairs;
2. To show the dwelling to prospective tenants, as set forth below;
3. To permit City inspectors to perform routine inspections or

inspections pursuant to complaints regarding the dwelling.

The lessor may be liable for trespass in case of unlawful entry. The tenant may be liable for damages in case of unreasonably denying appointments to enter. If a City inspector is refused entry, he may obtain a search warrant to require you to permit an inspection.

Pursuant to Section 8:530 of Chapter 105 of Chapter VIII of the City Code, a landlord of residential premises shall not enter the leased premises for the purpose of showing the premises to prospective tenants until 150 days before the end of the current lease period. The showing of currently leased premises to prospective tenants via photographs, video recordings, or online displays is not a violation of the ordinance.

The Ordinance, ORD-21-22, HOUSING: LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES, is printed in its entirety in the back of the white section of this booklet.

See your advocate sections for further opinions about your important right to privacy and your lessor's limited right to enter.

## **XI EVICTION PROCEDURE**

### **A. GROUNDS FOR EVICTION**

If you have a lease for a specific period of time, neither you nor the lessor may cancel the lease without specific grounds. The lessor may only commence eviction proceedings against you for the following reasons:

1. You have not paid rent and are not legally withholding it; or
2. You have willfully or negligently caused a serious and continuing health hazard, or an extensive and continuing health hazard, or an extensive and continuing physical injury to the premises, and you refuse to correct the health hazard or physical injury within seven days after a notice to do so or leave; or
3. The lease period has expired; or
4. You have violated a lease provision which is so important as to justify eviction.

**YOU MAY HAVE DEFENSES TO SOME OR ALL OF THE GROUNDS FOR EVICTION WHETHER YOUR LEASE IS FOR A SPECIFIC PERIOD OF TIME OR A "MONTH-TO-MONTH" ORAL AGREEMENT. READ THE RESPECTIVE ADVOCATE SECTIONS.**

### **B. ILLEGAL PROCEDURES**

Unless you agree to turn over the premises to the lessor, he must follow the legal procedures described below to obtain possession of the dwelling. These procedures must be followed even if the lessor is legally entitled to evict you. If the lessor uses means other than the prescribed legal procedures, you may be entitled to sue the lessor for triple the amount of the damages you suffer. Such extra-legal procedures which will entitle you to damages include the following:

1. Using force to enter the premises or to forcefully remove a tenant;
2. Changing locks to prevent a tenant from re-entering the premises;
3. Disconnecting utility services to the premises;
4. Moving your possessions from the premises without your permission unless the lessor has won an eviction suit against you and has a court order or you have abandoned the premises.

### C. NOTICES

Except in a case where a lease has expired, a lessor is obligated to serve upon you, either personally or by mail, a notice prior to starting an eviction suit. The following are the types of notices used:

1. A seven-day “Notice to Quit” (move) or pay the rent due.
2. A seven-day “Notice to Quit” (move) or repair serious defects caused by you or to cease serious health hazards caused by you.
3. A notice to “terminate the tenancy.” This notice is used to terminate a written or oral lease for an unspecified period, such as a month-to-month lease. It must be served on you at least one rental period prior to the termination date mentioned in the notice. Such a notice may also be used to terminate a lease because of a violation of lease terms.

If you receive one of these notices and don’t intend to comply with it, you should immediately seek legal assistance. Read your respective advocate section about your rights.

### D. SUMMONS AND COMPLAINT

The summons and complaint are the documents by which a lessor begins suit against a tenant. The complaint states the reasons that the lessor feels entitled to evict you. The summons gives you the date when you must appear in court and file an answer. If you fail to appear on the date specified on the summons, a default judgment will be entered against you by the court. When you receive a summons and complaint, it is advisable to obtain legal assistance.

### E. ANSWER TO COMPLAINT

The answer is the document the tenant files with the court to indicate either his

agreement or disagreement with the claims made in the complaint. In addition, it is the document wherein the tenant asserts any rights the tenant has against the lessor, such as rights which may arise because of code violations, breaches of the lease or illegal remedies used by the lessor.

#### F. WRIT OF RESTITUTION

If the court determines that the lessor is entitled to evict you, the judge will order the issuance of a “writ of restitution.” Such a writ is served by an authorized court officer who may forcefully remove you and your possessions from the dwelling. Normally there are ten days following the judgment before a writ may be issued.

**If the eviction is for nonpayment of rent**, the writ of restitution will not be issued for at least ten days following the judgment in favor of the lessor. During that ten day period, the tenant is entitled to reinstate the lease by payment of all past due rents and court costs and is also entitled to appeal the judgment.

#### G. PUBLIC HOUSING EVICTIONS

If you live in a dwelling leased from the Ann Arbor Housing Commission, you have a right to a hearing before eviction proceedings are started against you. To obtain such a hearing, you must request it after a notice to quit but prior to receipt of the summons and complaint.

## XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT

As a tenant you have certain legal duties in the use and enjoyment of your dwelling. In addition, common sense applies in many cases where there may not be an actual “legal” duty.

#### A. LEGAL DUTIES

1. Pay rent on time unless lessor has violated some obligation to you which excuses some or all of the rent.
2. Do not store combustible liquids in your apartment in a dangerous manner.
3. Vacate the premises timely at the end of your lease.

#### B. COMMON SENSE ITEMS

1. Promptly report, in writing, if possible, any problems or needed repair.
2. Do not remove furniture or fixtures from the units, if it is not yours, without the lessor’s written permission.
3. Try not to make an unreasonable amount of noise which might disturb your neighbors.

4. Do not let water escape from tubs or lavatories.
5. Empty trash only into containers provided.
6. Park only in designated areas.
7. Do not use sharp instruments when defrosting refrigerator.
8. Avoid putting foreign materials in drains that will cause clogging.

### **XIII LEASE ASSIGNMENT AND SUBLETTING**

In most cases, you can sublet your dwelling to another tenant, but you remain liable for the rent for the remainder of the lease if the subtenant fails to make rental payments. Also, you may be liable for damages caused by the subtenant. Accordingly, it is wise to sublet only to a reliable person. If the lessor is agreeable, it may be possible to have the subtenant enter into an agreement with the lessor whereby the subtenant is substituted for you for the remaining period of the lease. In such a case you would not be liable if the new tenant failed to make rental payments or caused damage.

Some leases say you cannot sublet without permission of the lessor but that the lessor's permission "cannot be unreasonably withheld." This clause is valid. Read your advocate sections for information on what is "reasonable."

Some leases say you cannot sublet at all or that the lessor can withhold permission (whether or not "reasonably") or charge a fee. Your advocate sections differ on the validity of such lease clauses.

If you do sublet, it is recommended that both tenant and subtenant read the lease, read the advocate sections of this book and attempt to obtain the lessor's written permission to sublet, if there is any restriction on subletting in the lease. Even if there is no restriction, it is common courtesy to inform the lessor when a new (sub) tenant moves in.

Also, in the interest of avoiding honest misunderstanding, it is recommended that a written agreement be signed between the tenant and subtenant. This agreement should provide for a security deposit and should include the address and commencement and expiration dates of the sublease, monthly rental and security deposit amounts, who will pay utilities and information as to how to contact the tenant and subtenant if they wish to be notified by the lessor in case any questions arise concerning the sublease. It is also recommended that the lessor be notified what forwarding address should be used for the return of the security deposit. If this agreement provides for a security deposit, the security deposit laws must be complied with.

Here are two ways for handling security deposits between tenants and subtenants:

1. Subtenant can pay a security deposit directly to the tenant and the subtenant and tenant follow the same rules about security deposit as apply to lessors and tenants; or
2. By arrangement with a willing lessor, the lessor may return the tenant's security deposit and receive and return the subtenant's security deposit directly.

## **XIV YOUR SECURITY DEPOSIT**

Both the lessor and lessee have certain obligations regarding security deposits. Some are mentioned below. If you have trouble getting your security deposit back after you move out, contact legal help. The provisions below apply to all leases of residential dwellings.

- A. Your security deposit by legal definition includes any rent you pay in advance other than for the first month's rent. For example, your last month's rent paid in advance is considered part of your security deposit. This security deposit cannot exceed one and one-half month's rent.
- B. The lessor must give you an address where you can write to him about your security deposit within 14 days of the day you move in.
- C. When you move in, the lessor must also give you two blank copies of an inventory checklist. You must note the condition of the unit and return one copy of the checklist to the lessor within seven days.
- D. You must notify your lessor in writing within four days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocacy sections) of a forwarding address where you may be reached or where you may receive mail. If you fail to do this, the lessor is not obligated to give you an itemized list of damages claimed.
- E. Money may be deducted from your security deposit for the following reasons **only**:
  1. For actual damages to the unit which were the direct result of conduct not reasonably expected in the normal course of living there. Deductions cannot be made for normal wear and tear of the apartment.
  2. For unpaid rent.
  3. For unpaid utility bills.

**YOU MAY HAVE DEFENSES. SEE YOUR ADVOCATE SECTIONS.**

- F. Within 30 days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocate sections), the lessor must mail you a list of damages, the cost of repairs and the reasons why he intends to deduct money from your security deposit. He must send you a check for the amount he claims to which you are entitled.
- G. If you have given your lessor the forwarding address required in paragraph D and your lessor does not send this information within 30 days after the termination of your occupancy, he must send you the entire deposit.
- H. If you do not agree with the damages claimed, you must notify your lessor by **mail** within seven days; otherwise, you forfeit the amount claimed.
- I. If you have properly notified your lessor of your forwarding address and properly objected to the damages claimed, the lessor must either:
  - (1) Return the balance of the security deposit to you; or
  - (2) Start suit against you within 45 days after the termination of your occupancy. (This is not required in most cases when the lessor is only claiming money for unpaid rent. See your respective advocate sections.);  
or
  - (3) Agree with you in writing about the amount the landlord will retain and the amount he will return to you.
- J. If you do not properly notify your lessor of your forwarding address or you do not object to the damages claimed within the legal time limits, you may not have waived your rights to some or all of your security deposit. See your advocate sections.
- K. The lessor is not required to comply with the foregoing procedures in the case of a non-refundable cleaning fee.

## **XV LIABILITY FOR DAMAGES**

Either party may be liable to the other for negligence or breach of contract causing personal injury or damage to property, in most cases, even if the lease says otherwise. Unauthorized alterations to the dwelling may make the tenant liable for damages.

Neither party is liable to the other for an “act of God” (such as lightning).

The lessor might possibly be liable for injury or burglary by a third person, but only if the lessor was negligent, as in not providing adequate locks or lighting, and

the tenant was not negligent, as in leaving the door unlocked. Read your advocate sections for further information.

Normally, a lessor's insurance does not protect the tenant's property unless damage is caused by the lessor. It is recommended that the tenant obtain insurance to protect the tenant's property and to protect the tenant from damage claims for accidental injury to the property of others.

## **XVI SOME EXAMPLES OF CITY CODE REQUIREMENTS THAT MAY APPLY TO YOUR DWELLING**

### **A. MINIMUM SPACE AND FACILITIES**

The total floor area of dwelling (excluding bathrooms, storage areas, closets, corridors and laundry facilities) must be at least 225 square feet.

At least one common room in a dwelling must have a minimum floor area of 120-150 square feet, dependent on the number of bedrooms. Kitchens and dining areas if provided as separate areas, shall have a minimum habitable area of 35 and 50 feet respectively. Bedrooms in a dwelling having two or more rooms must have a total floor area of at least 70 square feet when one person sleeps in that room or a minimum floor area of 50 square feet per person when more than one person sleeps in that room. Children under 12 must have at least 40 square feet of floor area per person when two or more sleep in the room.

Every habitable room in a dwelling (excluding bathrooms, closets, etc.) must have a ceiling height of at least seven feet. In habitable basements, at least 80% of every room must have a minimum ceiling height of 6 feet 8 inches. In rooms with sloped ceilings, at least 50% of the room must have a ceiling height of 7 feet.

No dwelling which has two or more bedrooms may be arranged so that access to the bathroom for occupants of one bedroom may be had only by passing through another bedroom, nor can access to one bedroom be through a bathroom or other bedroom.

Food may not be prepared in any room used for sleeping purposes, except in efficiencies.

Efficiency apartments must have a minimum floor area of 150 square feet for one occupant. For each additional occupant an additional 100 square feet of floor space must be provided.

Kitchenettes in an efficiency apartment must be at least three feet by five feet in

size and must be accessible from the living room.

Unless specifically reviewed and approved, a cellar (a room which is underground where the distance from the adjoining ground to the ceiling is less than the distance from the adjoining ground to the floor) may not be used as a habitable dwelling, although it may be used for recreational purposes.

#### B. EGRESS

All parts of multiple dwellings must have access to two separate means of egress. Both must be accessible to all occupants without passing through one to get to the other or passing through a private room or apartment.

Of the two means of egress mentioned, one may be a fire escape, if it is maintained in a safe condition. The escape must be accessible to all occupants through a door or casement window at least either 27 inches wide X 47 inches high or 22 inches wide by 53 inches high (those exits serving only one unit may be 22 inches wide by 47 inches high). These doors or windows must open in the direction of egress.

Multiple dwellings with more than 15 rooms of sleeping accommodations for more than 30 persons must have all means of egress designated by electric EXIT signs with letters at least four inches in height.

The primary entrance of a dwelling must have exterior lighting. Dwellings with multiple entrances must have at least 2 entrances lighted.

Automatic entrance lighting is required for buildings with 4 or more units. Storage within five feet of gas or oil fired heating devices is prohibited.

Storage in exitways is prohibited.

There are minimum dimension requirements for exitways.

#### C. LIGHT AND VENTILATION

Every habitable room must have at least one window or skylight opening directly to the outdoors (mechanical ventilation may be substituted in bathrooms.)

Minimum total window area for every habitable room must be at least 8 percent of the floor area of such a room.

Total openable window area must be at least 50 percent of the minimum allowable window area.

In kitchens, the window space requirements may be reduced or waived if there is adequate artificial lighting.

Every habitable room must have one window or skylight which can be easily opened or other device capable of ventilating the room.

Window and outside door screens must be installed by the owner to permit adequate ventilation. These screens must be installed by the owner by May 1 and may not be removed prior to September 30. All basement windows must be screened, if required for ventilation.

#### D. ELECTRICAL SERVICE

Every habitable room in a dwelling must contain at least two separate electrical outlets, spaced for convenience, and one switched light fixture or switched outlet.

Rooms not considered habitable (bathroom, laundry rooms, etc.) must be provided with fixtures to provide sufficient light.

Bathrooms must be provided, in most cases, with one convenience outlet, and rooms not provided with ceiling light fixtures must be provided with at least one convenience outlet or side wall lighting outlet controlled by a wall switch.

Electrical cords may not be allowed to run under rugs, through doorways, stapled to wooden baseboards or door casings or through holes in partitions or floors. Cords up to 6 feet long are allowed if they are the proper size for the devices they serve.

Wiring and fusing must be maintained in safe conditions at all times. Smoke detectors or an automatic fire alarms system must be provided.

#### E. HEATING AND INSULATION

Heating facilities must be adequately installed and properly maintained at all times.

Facilities must be capable of heating all habitable rooms, including bathrooms, to 68 degrees F. when the temperature outdoors is as low as 10 degrees below zero. When owners use temporary heating devices to maintain the required temperature, they must pay a prorated share of the heating bill.

Heating units in multiple dwellings must be separately enclosed.

Windows and cracks must be caulked. Unheated attics or top stories must be insulated to R-19 if insulated before 1985 and R-30 if insulated later. These winterization requirements do not apply in several instances, one of which is if the landlord pays all the heating bills without charge to the tenants.

## F. PLUMBING

Every plumbing fixture must be properly installed and in good working condition.

Every dwelling must have a working kitchen sink equipped with sufficient hot and cold water.

All dwellings must be provided with a bathroom within the dwelling which contains a flush toilet, a sink and a bathtub or shower in good condition. The sink or shower may be outside the bathroom but must be adjacent to it.

Sinks and bathtubs or showers must be equipped with hot and cold water.

In rooming houses, there must be at least one bathroom for each eight persons. The facility must be accessible from a common hall or corridor.

Water heating facilities must be properly installed and maintained in good working condition.

Water heating facilities must be capable of providing enough water heated to 110 degrees to provide for all sinks, tubs and showers.

## G. SANITATION

No dwelling is to be occupied by new tenants unless it is clean, sanitary and fit for human occupancy.

The owner of the premises is responsible for maintaining those premises in a clean condition, except for that portion of the premises which the occupant controls.

The occupant must dispose of trash or garbage in covered containers. These containers must be provided by the owner. Garbage chutes are prohibited. All facilities required by law must function safely and must be kept in good repair. Facilities, equipment and utilities cannot be stopped or discontinued when the dwelling is occupied except for temporary repairs or during temporary emergencies.

All parts of the dwelling, including heating, lighting, ventilation and plumbing, must be kept in good repair by the owner.

## H. GENERAL MAINTENANCE

Foundations, floors, ceilings, walls and roofs must be reasonably weather-tight and rodent proof, capable of affording privacy and in good repair.

This section is written by authors appointed by the City.

Roofs must not leak and rain water must have some sanitary means of drainage.

Exterior wood surfaces must be kept from deterioration by paint or other protective treatments.

Windows and doors must always be reasonably weather-tight and rodent proof and in good working condition and repair.

Stairs, porches and all other attached features must be kept in sound condition.

#### I. SECURITY

All exterior windows and doors must have locking devices. Double hung windows reasonably accessible from the exterior must have pin or vent locks.

Sliding windows and doors must have a rod that can be used to prevent them from being opened.

Unless already equipped with 5/8 inch or larger deadbolt, all swinging doors accessible from the outside must have a one inch deadbolt.

Every principal entrance door must have a window, side light or wide angle peephole viewer.

**The above is a partial list of code requirements. They are subject to change or variance. See your advocate section.**

## **Section 8:530 of the Housing Code (Chapter 105) of the Code of the City of Ann Arbor**

### **8:530 LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES**

#### **(1) Notice to Tenant Regarding Successive Lease Periods:**

- (a) A landlord of residential premises must, for leases that exceed eight months, provide each tenant with the terms and conditions of a successive lease period no later than 180 days before the end of the current lease period;
- (b) Notice to each tenant must be sent via electronic communications, and either personal delivery or U.S. mail;
- (c) The notice must specify the date by which the tenant must notify the landlord of the tenant's acceptance of a successive lease, which date shall be no sooner than 150 days before the end of the current lease period;
- (d) A landlord must provide a second notice if it provides a first notice earlier than 240 days before the end of the current lease period;

#### **(2) Notice to Landlord Regarding Acceptance of Terms of Successive Lease Periods:**

- (a) Notice to the landlord by each tenant must be provided in writing via personal delivery, U.S. mail, or electronic communication;
- (b) A tenant's acceptance of the terms and conditions for a successive lease period shall be in the form of a signed lease.

#### **(3) Entry and Leasing of Residential Premises:**

- (a) A landlord shall not enter leased residential premises for the purpose of showing the premises to prospective tenants until 150 days before the end of the current lease period;
- (b) A landlord may not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 150 days before the end of the current lease period.

#### **(4) Rights and Duties of Tenants Booklet**

- (a) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant

a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the “Rights and Duties of Tenants” booklet;

(b) If there is no written lease, the landlord shall provide a copy of this entire Code section, upon which is written the term of the current unwritten lease, , until such time that this ordinance is incorporated into the “Rights and Duties of Tenants” booklet.

(5) This section does not apply under any of the following conditions:

(a) The entry is for the purpose of subletting;

(b) The current lease period is less than 8 months in its entirety;

(c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of the premises;

(d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.

(6) Enforcement:

(a) A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500 for the first offense, not less than \$500 and up to \$1,000 for each additional or subsequent offense, plus costs and other remedies available by statute;

(b) A court may issue enforce any judgement, writ, or order necessary to enforce this Section;

(c) To the extent allowed by law, a tenant who has been aggrieved by a violation of the Section may bring a civil action for appropriate injunctive relief or damages, or both, against the person(s) who acted in violation of this Section.

This section is written by authors appointed by the City.

## **XVII HELPFUL NUMBERS IN ALPHABETICAL ORDER**

Ann Arbor Housing Bureau 794-6264  
301 E. Huron Street

Ann Arbor Housing Commission 794-6720  
727 Miller Avenue

Ann Arbor Human Rights Office 794-6120  
301 E. Huron Street

Legal Services of 665-6181  
South Central Michigan  
420 N. Fourth Avenue

Michigan Bar Referral Service 1-800-968-0738

Student Legal Services 763-9920  
715 N. University Avenue Ste. 202

University of Michigan 764-7420  
Beyond the Diag  
Off-Campus Housing Information  
Student Union-530 S. State Street

University of Michigan 763-4319  
Clinical Law Program  
801 Monroe Street

University of Michigan 936-6308  
Office of Student Conflict Resolution  
515 E. Jefferson Street

Washtenaw County Bar Association 996-3229  
101 E. Huron Street

For information on Lead House Paint, please call 1-800-424-5323  
Or visit: [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)

## **Know your Voter Registration Rights and Responsibilities!**

☀ Residents of the City of Ann Arbor may register to vote if they meet the following requirements:

- 18 years of age by Election Day
- U.S. citizen
- 30-day resident of the State of Michigan

Registration can be completed in-person at any Secretary of State Branch Office, the County Clerk's Office or the Ann Arbor City Clerk's Office. *Forms must be signed by the voter in their own handwriting.*

▶ **Via Mail:** Ann Arbor City Clerk  
P.O. Box 8647  
Ann Arbor, MI 48107

▶ **In person:** Larcom City Hall, 301 E. Huron Street, 2nd Floor

▶ **Via fax:** 734-994-8296

▶ **Via email:** [cityclerk@a2gov.org](mailto:cityclerk@a2gov.org)

☀ Michigan Voter Registration follows your Michigan driver's license. Updating either your license or your voter registration will automatically update the other one.

☀ In order to vote at the polling place assigned to your current address, you must re-register to vote or update your address each time you move! The deadline to register by mail is 15 days prior to each election. In-person registration is accepted through Election Day.

☀ Michigan Election law requires State or Federal photo ID in order to vote. While most voters show a valid driver's license or State ID, University students also have the option of presenting their MCards!

☀ Find more voter registration and Election Day information at:  
**[www.a2gov.org/elections](http://www.a2gov.org/elections)** or **[www.michigan.gov/vote](http://www.michigan.gov/vote)**

# Michigan Voter Registration Form

## instructions

If you have a Michigan driver's license or state ID card, **you can register to vote online.** Start the process at [Michigan.gov/Vote](http://Michigan.gov/Vote).

Complete this form to register to vote or update your registration information\*.

**1** Please print all information clearly using black or blue pen.

**2** Sign the form.

**3** Mail or drop off the form to your city/township clerk.

Find your city/township clerk and more information at [Michigan.gov/Vote](http://Michigan.gov/Vote).

Phone number/email provided will be used for official election purposes only.

\*Name and sex designation changes must be completed at a Secretary of State branch.

The voter registration deadline is **15 days** before Election Day, **IF** you submit this form through a voter registration drive or deliver it to a county clerk or secretary of state office. If you mail the form, it must be postmarked at least 15 days before the election.

**You can register any time up through Election Day by going to your city or township clerk office** with residency verification.

If you have a Michigan driver's license (DL) or state identification card (ID), you must use the same address for voter registration and DL/ID.

This form will also change your DL/ID address. You'll be mailed a sticker with your new address to put on your DL/ID.

If you have never voted in person in Michigan and choose to submit this form by mail or through a voter registration drive, **review the instructions on page 1.** You might need to provide additional ID.

More instructions can be found on page 1.

## State of Michigan Voter Registration Application

and Michigan Driver's License/State Identification Card Address Change Form

### qualifications

yes  no I am a United States citizen.

yes  no I am at least 17.5 years old and will vote only after I turn 18.

**1** If you are not a U.S. citizen, **DON'T** complete this form.

### Michigan-issued driver's license/Michigan-issued state ID card number

-    -     -     -

If you don't have a Michigan-issued driver's license or Michigan-issued state ID card, provide the last four digits of your Social Security number:

XXX — XX —

I don't have a valid Michigan-issued driver's license or Michigan-issued state ID card, or a Social Security number.

### personal information \*required information

last name\* first\* middle suffix

-   -      Female (F)  Male (M)  Nonbinary (X)  
date of birth\*

address where you live — house number & street name\* apt/lot no.

city\* **MI** zip

( ) phone email

mailing address (if different than where you live) city state zip

Complete to join permanent absent voter application list:

I want to vote absentee in all future elections. Automatically send me an application for every election.

### signature

I certify that:

- I am a United States citizen.
- I am at least 17.5 years old and will vote only after I turn 18.
- I am a Michigan resident and will vote only after I have lived in my city or township for at least 30 days.
- I authorize the cancellation of any previous registration.

The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be subject to a fine or imprisonment or both under federal or state laws.

**X** signature date

# Michigan Voter Registration Form

## instructions

If you have a Michigan driver's license or state ID card, **you can register to vote online**. Start the process at [Michigan.gov/Vote](http://Michigan.gov/Vote).

Complete this form to register to vote or update your registration information\*.

**1** Please print all information clearly using black or blue pen.

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Phone number/email provided will be used for official election purposes only.

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**You can register any time up through Election Day by going to your city or township clerk office** with residency verification.

If you have a Michigan driver's license (DL) or state identification card (ID), you must use the same address for voter registration and DL/ID.

This form will also change your DL/ID address. You'll be mailed a sticker with your new address to put on your DL/ID.

If you have never voted in person in Michigan and choose to submit this form by mail or through a voter registration drive, **review the instructions on page 1**. You might need to provide additional ID.

More instructions can be found on page 1.

## State of Michigan Voter Registration Application

and Michigan Driver's License/State Identification Card Address Change Form

### qualifications

yes  no I am a United States citizen.

yes  no I am at least 17.5 years old and will vote only after I turn 18.

**1** If you are not a U.S. citizen, **DON'T** complete this form.

### Michigan-issued driver's license/Michigan-issued state ID card number

-    -     -     -

If you don't have a *Michigan*-issued driver's license or *Michigan*-issued state ID card, provide the last four digits of your Social Security number:

XXX — XX —

I don't have a valid Michigan-issued driver's license or Michigan-issued state ID card, or a Social Security number.

### personal information \*required information

last name\* first\* middle suffix

-   -      Female (F)  Male (M)  Nonbinary (X)  
date of birth\*

address where you live — house number & street name\* apt/lot no.

city\* **MI** zip

( ) phone email

mailing address (if different than where you live) city state zip

Complete to join permanent absent voter application list:

I want to vote absentee in all future elections. Automatically send me an application for every election.

### signature

I certify that:

- I am a United States citizen.
- I am at least 17.5 years old and will vote only after I turn 18.
- I am a Michigan resident and will vote only after I have lived in my city or township for at least 30 days.
- I authorize the cancellation of any previous registration.

The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be subject to a fine or imprisonment or both under federal or state laws.

**X** signature date

# Michigan Voter Registration Form

## instructions

If you have a Michigan driver's license or state ID card, **you can register to vote online.** Start the process at [Michigan.gov/Vote](http://Michigan.gov/Vote).

Complete this form to register to vote or update your registration information<sup>1</sup>.

**1** Please print all information clearly using black or blue pen.

**2** Sign the form.

**3** Mail or drop off the form to your city/township clerk.

Find your city/township clerk and more information at [Michigan.gov/Vote](http://Michigan.gov/Vote).

Phone number/email provided will be used for official election purposes only.

<sup>1</sup>Name and sex designation changes must be completed at a Secretary of State branch.

The voter registration deadline is **15 days** before Election Day, **IF** you submit this form through a voter registration drive or deliver it to a county clerk or secretary of state office. If you mail the form, it must be postmarked at least 15 days before the election.

**You can register any time up through Election Day by going to your city or township clerk office** with residency verification.

If you have a Michigan driver's license (DL) or state identification card (ID), you must use the same address for voter registration and DL/ID.

This form will also change your DL/ID address. You'll be mailed a sticker with your new address to put on your DL/ID.

If you have never voted in person in Michigan and choose to submit this form by mail or through a voter registration drive, **review the instructions on page 1.** You might need to provide additional ID.

More instructions can be found on page 1.

## State of Michigan Voter Registration Application

and Michigan Driver's License/State Identification Card Address Change Form

### qualifications

- yes  no I am a United States citizen.  
 yes  no I am at least 17.5 years old and will vote only after I turn 18.

**1** If you are not a U.S. citizen, **DON'T** complete this form.

### Michigan-issued driver's license/Michigan-issued state ID card number

-  -  -  -

If you don't have a Michigan-issued driver's license or Michigan-issued state ID card, provide the last four digits of your Social Security number:

XXX — XX —

I don't have a valid Michigan-issued driver's license or Michigan-issued state ID card, or a Social Security number.

### personal information \*required information

last name\* first\* middle suffix

-  -   Female (F)  Male (M)  Nonbinary (X)  
 date of birth\*

address where you live — house number & street name\* apt/lot no.

MI  
 city\* zip

( )  
 phone email

mailing address (if different than where you live) city state zip

Complete to join permanent absent voter application list:

I want to vote absentee in all future elections. Automatically send me an application for every election.

### signature

I certify that:

- I am a United States citizen.
- I am at least 17.5 years old and will vote only after I turn 18.
- I am a Michigan resident and will vote only after I have lived in my city or township for at least 30 days.
- I authorize the cancellation of any previous registration.

The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be subject to a fine or imprisonment or both under federal or state laws.

X  
 signature date

# WELCOME TO THE CITY OF ANN ARBOR!

The City of Ann Arbor requires all residents participate in the city's recycling program. Your participation will help our city meet our sustainability goals through waste diversion and recovery.

## RECYCLING HOW-TOs

Ann Arbor is a community that embraces "reduce, reuse, then recycle." If something can be recycled, Ann Arbor has a single stream recycling program, which means all recycling material goes into the same containers. Please keep it loose; **do NOT** bag it!

*Here is a brief summary of what can be recycled:*

Mixed paper – Newspapers, magazines, catalogs, junk mail, office paper, cardboard, frozen food and cereal-type boxes.

Metal cans | Glass bottles and jars, remove tops.

Cleaned plastic bottles, containers and tubs (Screw on caps: keep on. Flat plastic lids: throw away).

"Aseptic" and "Tetrapak" cartons  
These are typically used for milk, juice, soy milk, chicken broth, almond milk, etc.

For more details on what can and can't be recycled, please visit the recycling guide provided by Recycle Ann Arbor at [recycleannarbor.org](http://recycleannarbor.org).

## DUMPSTER TRASH COLLECTION

Large apartment buildings usually use dumpsters for trash. Recyclables are

generally collected in dumpsters as well. Do not block the dumpsters with vehicles or trash. You can be ticketed and towed. All materials must be placed into the containers and the lids able to close.

## CURBSIDE COLLECTION

Houses and smaller apartment buildings place carts on the curb before 7 a.m. for weekly collection.

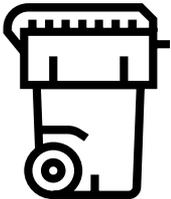
ALL TRASH must fit into the trash cart and all recyclables must fit in the recycling carts including all flattened cardboard

Broken bags, loose trash, furniture, etc. must be cleaned up by the occupant or be subject to Clean Community fines.

Solid waste and recycling carts must be stored at the side or rear of the dwelling and not placed at the curb more than 24 hours ahead of time. Empty carts must be removed from the curb by Noon the day of collection.

Your weekly collection day is listed on the city's website (*and refer to the check boxes below*).

You must make your own arrangements to dispose of large items, furniture and appliances. These will not be picked up by the city.



Please remember to set prepared waste at the curbside before 7 a.m. on your weekly collection day below. A map is available online [a2gov.org/recycle](http://a2gov.org/recycle) or 734.994.7336.

MON

TUE

WED

THUR

FRI

## **BULKY ITEMS DISPOSAL**

Bulky items can't be put at the curb for collection. However, there are options for reuse or disposal. Please visit [a2gov.org/recycle](https://a2gov.org/recycle), under "reuse and bulky item disposal" for suggestions and contact information.

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## **LOCAL RESOURCES**

### **CITY OF ANN ARBOR**

General information on city services and links to find more details.

[a2gov.org](https://a2gov.org)

### **RECYCLE ANN ARBOR**

A city contractor that collects, sorts and processes recycling material.

[recycleannarbor.org](https://recycleannarbor.org)

734.662.6288

### **WASHTENAW COUNTY**

Collects household hazardous waste.

[washtenaw.org/hometoxics](https://washtenaw.org/hometoxics)

### **UNIVERSITY OF MICHIGAN RECYCLING**

[recycle.umich.edu](https://recycle.umich.edu)

This section is written by tenant advocates. They are attorneys who have agreed to present a tenant's point of view on your rights and duties.

## **I INTRODUCTION**

Regardless of whether your landlord is a friendly, likable person or an intimidating one, you should always remember that you have a right to decent living conditions and fair treatment with respect to your legal rights.

**YOU HAVE FEWER RIGHTS THAN YOU NEED. YOU HAVE MORE RIGHTS THAN YOU KNOW.**

Read this green section for tenants lawyers' views of your rights. Consult your lawyer, legal aid society or tenants union lawyers whenever you have a specific legal problem.

## **II YOUR RELATIONS WITH YOUR LANDLORD**

Landlords usually know much more about landlord/tenant law and economics than tenants. This is because landlords are in business and need to know the limits of their rights and obligations.

Tenants, on the other hand, are often uninformed or misinformed about their rights and duties. A survey conducted for the City of Ann Arbor by the Institute for Social Research in 1976 showed that over 60 percent of Ann Arbor tenants were unable to answer each of five elementary questions on tenants' rights.

When you have a problem or potential problem with your landlord, it therefore makes good sense, whenever possible, to:

**CONTACT A TENANT ADVISOR, SUCH AS A LAWYER OR TENANTS UNION REPRESENTATIVE, BEFORE YOU ENTER INTO DISCUSSIONS WITH YOUR LANDLORD.**

You have nothing to lose by contacting a tenant advisor and this advisor may be able to prevent you from making costly mistakes, such as accidentally waiving rights or settling your dispute on disadvantageous terms, when you do talk to your landlord.

### **Bargaining with Your Landlord for Your Rights**

Occasionally as a tenant you will have to bargain with your landlord to enforce your legal rights. Here are some things to remember which may help.

1. It is usually easier to bargain when you have the formal or informal help of other tenants from your dwelling or building or a tenants union who want to help bargain for the same rights.
2. You are paying rent, usually a lot of rent, for your dwelling. When you buy a product from a store, you want it to be free from defects and you

- expect the store to treat you fairly. You also have the right to a dwelling free of defects and to be treated fairly by your landlord
3. A landlord will often try to use an economic justification for his bargaining position on your legal rights. In other words, a landlord will often say his/her allegedly low profits are the reason for the unconscionably high rent, lack of sufficient repairs or for keeping your security deposit on questionable grounds.

In order to deal with this kind of argument, you should know that a landlord makes money in many ways, most of which he/she will not bring up on an argument.

Here are some of the ways:

- a. **Appreciation:** A landlord makes money on the rise in value of his/her building. In Ann Arbor, property values can appreciate as much as 10-15 percent each year. On a \$30,000 building, this would be a profit of \$3,000 to \$4,500 in a single year. If the landlord's downpayment was \$6,000, the profit by appreciation alone may be 50-75 percent of the landlord's investment in a year.
- b. **Building:** Unless your landlord has purchased your building for cash, a very rare occurrence, part of your rent dollar goes to pay your landlord's mortgage, so that the tenant buys the building for the landlord, the same way as your rent dollar helps the landlord buy clothes or a new car. When the landlord sells the building, he/she owns the part he/she paid for with the down payment and the part you bought for him/her with the rent.
- c. **Cash flow profit:** This is the profit the landlord makes each month. It is the rent for that month minus the costs (for the plumber, the mortgage, the taxes, etc.) of each month. This is the only profit most tenants know the landlords earn, but the other profits are often much larger. Landlords sometimes may claim that they have a negative cash flow. If this is their attempted justification for depriving you of your legal rights, you should (a) explain that, even if true, this is not lawful justification for their actions; (b) ask about their other profits and the level of those profits; and (c) say you would like to see proof of their other profits. (Remember, appreciation does not get realized until the building is sold.)
- d. **Depreciation allowance:** A landlord is given numerous tax breaks. The most important is the one that allows the landlord to claim a deduction to the Internal Revenue Service as if he were losing money by the depreciation of his or her building when the market value is, in fact, going up. This pretend "loss" is offset against the landlord's other income. The landlord usually saves about half the taxes on the income offset. That "tax shelter" is a profit the landlord gets from his income before taxes are applied. Other breaks also exist. When your landlord makes economic

arguments trying to justify a deprivation of your legal rights, use ones of your own.

### **III Discrimination**

If a landlord won't rent to you because of your race, color, religion, sex, sexual preference, welfare status, age, handicap, marital status or educational status, see a tenant lawyer or tenants union immediately.

One way of preventing illegal discrimination (similar to that used in race discrimination cases in the sale of real estate when a white person would buy the house for a black friend) may be to have a friend move in and sublet from the friend. It is unlawful for a landlord to evict you in retaliation for subletting to prevent unlawful discrimination. However, the tenant should be sure there's illegal discrimination and should contact a tenant lawyer before he/she tries this.

There are special rules for one- and two-family dwellings, if the landlord lives there, and for dwellings solely for older people, for members of only one sex and for members of only one religion. Some discrimination in these instances is allowed.

### **IV THE LEASE OR RENTAL AGREEMENT**

The white section of this booklet contains information on this area.

It should be emphasized, however, that leases can be written by tenants or landlords, or freely negotiated. In communities with housing shortages (like Ann Arbor), they are almost always written by the landlord or the landlord's attorney. Such leases are often more than a lawful agreement. They often contain clauses that are misleading or unenforceable to intimidate tenants who don't know the law.

Landlords don't usually try to enforce the invalid clauses in court, but show them to the tenant when there's a dispute to scare the tenant into giving up the dispute or giving up some of the tenant's rights. These invalid clauses are discussed below.

### **V UNENFORCEABLE LEASE CLAUSES**

There is an unlimited variety of ways in which lease clauses can be written to make them misleading and confusing to tenants. Since there is such a variety of misleading clauses, a good rule of thumb is this:

**IF YOU THINK THAT A LEASE CLAUSE IS UNFAIR, IT MAY ALSO BE UNENFORCEABLE. CHECK WITH A TENANT LAWYER.**

Even though a clause is unenforceable, a landlord may try to use such a clause to convince you to give up a dispute with him or to give up rights of yours. For example, a tenant is less likely to start a lawsuit to obtain repairs or withhold rent if that tenant believes he/she has waived the right to a jury trial or must pay the landlord's attorney fees.

Read your lease with a grain of salt and a dash of pepper.

Another point: If you spot illegal and unenforceable clauses in a lease before you sign it, it may be unwise to argue with the landlord who may then think you are a trouble-maker and refuse to rent to you.

TENANT LAWYERS USUAL ADVICE IS: IF YOU WANT THE PLACE, SIGN THE LEASE AND MOVE IN, IF THE RENT IS ACCEPTABLE. IF A LEASE CLAUSE SEEMS UNFAIR AND IS BEING USED AGAINST YOU, SEE A TENANTS LAWYER OR TENANTS UNION FOR ADVICE AND INFORMATION.

Once in your dwelling, if you want to bargain about lease terms, it may still be difficult to work by yourself. Tenants unions and collectively bargaining with other tenants of the same landlord may help you, however, and you should keep them in mind.

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

If the place was not ready when it was supposed to be, you should be entitled to all of your deposit back and maybe more.

If you change your mind through no fault of the landlord, you may have to pay part or all of the deposit to the landlord. Look to your lawyer and not to your lease for what your rights are here. If the landlord re-rents the place immediately, you should get the entire deposit back minus a few dollars fee. You should also be permitted to sublet the place for the landlord if you want to and not lose any of your deposit.

## **VII The Condition and Upkeep of Your Dwelling**

### **CLEANING**

You have a right to a clean and sanitary apartment when you move in. This is part of what you pay rent for.

“Cleaning waivers” are clauses in leases which supposedly give up this right.

They may or may not be valid. “Cleaning waivers,” coupled with “nonrefundable cleaning fees,” seem particularly unfair.

If your place is filthy when you move in, you should not complain until you move in; then complain, take photos, do the cleaning, if the landlord won’t, and negotiate for compensation for your work. See a tenant lawyer or tenants union for help, if you need it.

#### REPAIR

If your place needs repair, you are almost always entitled to **both** the repairs and the **money** to compensate you for the inconvenience and other damages caused by the period of disrepair, unless your inconvenience was trivial. If it was severe, you may be entitled to large recoveries.

#### CERTIFICATE OF COMPLIANCE

The landlord must have and show you one on request. But it is not conclusive proof that the place is in good repair. Your own observation is usually more accurate proof and is acceptable in court.

### VIII WITHHOLDING RENT

If your landlord will not make needed repairs when requested to do so, by far the most effective way to get the landlord to repair is to **WITHHOLD THE RENT UNTIL THE REPAIR IS MADE**. Then, negotiate compensation of the part of the rent “excused” for the inconvenience you suffered due to the lack of repair. (EXAMPLE: The refrigerator was broken for a month and you had to eat out. Negotiate for the extra price you paid for meals.) If you find that other tenants in your dwelling and/or building are experiencing similar hardships due to the landlord’s lack of repair, tenant lawyers recommend that you negotiate as a group in order to maximize your bargaining strength.

Rent withholding is quite legal, covered by both statute and appellate case law. If you have been unsuccessful in negotiating an acceptable settlement, your landlord will most likely take you to court in order to recover what he/she claims is the rent not “excused” due to the lack of repair. With this in mind, it is recommended that, in addition to following the procedures outlined in Section VIII(b) of the white section of this booklet, you consult with your lawyer or tenant advocate. (NOTE: In some cases, this person’s assistance in contacting your landlord and/or city inspectors may resolve your problem without further court proceedings.)

The court may “excuse” part of the rent that you have withheld, on rare occasions may “excuse” all of the rent, and may even order the landlord to pay you money in excess of the rent (for example, if lack of heat caused you to get sick and be

hospitalized or if there were defects so serious, multiple or prolonged that your damages were severe).

Since the court may order that you pay some or all of the rents you have withheld, it is recommended, although not required, that you set up a separate rent fund (i.e., “escrow account”) so that the money will be available when and if payment is required. (Your own bank or credit union will usually be the best place to start an escrow account. No special procedures are required; just set up a separate savings or checking account and begin depositing your rent money there each month.) During the course of the court proceedings, the judge may require that you deposit some of your withheld rent in a COURT escrow account until your case is tried or settled. It is not required that you deposit your rents in the CITY escrow account. In fact, tenant lawyers advise never to use the CITY escrow account, since the landlord can sometimes get the money out after the repair is made without compensating you for your inconvenience or other damages.

## **IX SUING YOUR LANDLORD FOR REPAIRS**

You can sue in small claims court yourself for damages up to \$1,500 or in District Court or Circuit Court for damages up to \$10,000 or over \$10,000, respectively. Circuit Court can grant an injunction against your landlord or put the building in receivership if the landlord won't repair. Judges usually award less money to tenants than juries do, so ask for a jury trial and pay the jury fee on the first court date. The jury fee in District Court is \$30.

## **X THE TENANT'S RIGHT TO PRIVACY**

The law in this area is cloudy. Your right to privacy depends not only on your lease, but how it was negotiated, whether it is unconscionable, the landlord's motive for entry and numerous other factors. Tenant lawyer authors have been virtually 100 percent successful in preventing landlord retaliation for tenants' insistence on reasonable privacy.

Unless your landlord is your close friend and you feel fine about his/her entry without permission, tenant lawyers usually urge tenants to:

1. Insist on appointments at your mutual convenience for entry by landlord, repair persons, city inspectors.
2. Be reasonable in allowing reasonable entry by appointment for reasonable purposes.
3. Peaceably but firmly resist invasions of your privacy. Tell the landlord, “This is my home. It is only your investment. You can't come in now, but how about coming next Tuesday?” Then negotiate a reasonable time.

Show them this book.

4. If there is a catastrophe (such as fire or flood), do again what seems reasonable. This may often call for open and free entry to your place by the landlord or even strangers. If you are unreasonable at such times, you may incur **very heavy** liability for damages to your landlord or other community members which you may have caused.
5. See a tenant union or attorney if your landlord, repair person or city inspector enters without permission. You may be able to recover damages.

## **XI EVICTION PROCEDURE**

No matter what excuse your landlord uses to try to evict you, you may have one or many defenses or countersuits. Here are just a few defenses:

1. You are lawfully withholding rent.
2. Your landlord is illegally attempting to evict in retaliation for your complaining to authorities to enforce a right (such as right to repairs) or because you are lawfully attempting to secure rights under the lease or laws of the state or of the United States (as through the political process).
3. You haven't breached the lease, or your breach is not material, is waived by the landlord's conduct, or doesn't give rise to eviction.
4. Your lease is over but your landlord refuses to renew in retaliation for your lawful acts.

It is illegal for a landlord to try to evict you or shut off utilities to get you to move without a court order. It is also unlawful for your landlord to try to evict you for attempting to obtain repairs or for doing any other lawful acts.

To lawfully evict you, a landlord must usually give you an "eviction notice" and then "start suit," i.e., give you a "summons" to go to court. You can go to court and, if you don't have a lawyer, you can usually get a week's extension while you get legal aid or a private lawyer. The lawyer can file a "countersuit" and ask for a jury trial. Most cases defended by lawyers are settled. Rent reductions, repairs, extensions of time for payment are commonplace. Every case is different, so you should not let the landlord scare you, but see your lawyer for your best procedure.

You should enforce your rights to repair against landlords. Seek legal help to prevent retaliatory attempts at eviction.

## **XII LEASE ASSIGNMENT AND SUBLETTING**

If your landlord won't let you sublet or charges you a fee, see your tenant union or

lawyer immediately. They can almost always help you. Unreasonable restrictions on subletting are likely to be an “unreasonable restraint on alienation of property,” frowned upon by the courts.

### **XIII YOUR SECURITY DEPOSIT**

Follow the steps outlined in the white section to get your security deposit returned to you.

Some important points to remember are:

1. You can only lawfully be charged for damage resulting from conduct “not reasonably to be expected in the course of a tenancy.”
2. You should be charged the market value of any damaged items at the time of the damage, not the cost of a new item. For example, if you unreasonably break a chair worth \$5 when you broke it, you should be charged \$5, not the cost of a new \$30 chair.
3. If you paid a cleaning fee, you should not be charged twice for the same cleaning by having additional money taken from the security deposit.
4. You can use small claims court, a quick and simple procedure requiring no attorney, to sue to recover improperly withheld security deposit money.
5. You may be able to sue for twice the amount improperly withheld if you have disputed the amount improperly withheld in accordance with the procedures outlines in the white section and your landlord has failed to sue you to retain the disputed amount. See a tenant advisor about this.
6. If you do not follow all the procedures outlined in the white section, you may still have a right to the return of improperly withheld amounts. See a tenant advisor.

### **XIV LIABILITY FOR DAMAGES**

In the event you think you have a claim against your landlord for damages caused by his/her negligence, you can sue with or without legal help. Small claims court for cases under \$1,500 is easy to use without a lawyer. It is located at the County Courthouse, 101 East Huron Street.

In addition to code violations, some examples of successful tenant suits against landlords include:

1. Falling on ice the landlord negligently failed to clear.
2. Being robbed or raped or burglarized when landlord security is unreasonably poor.
3. A tire is ruined by a pothole left in a driveway.
4. You fall through rotted stairs and break your ankle.

This section is written by tenant advocates.

In larger cases, you should seek legal counsel. Often a lawyer will represent you without payment, except part of the verdict or settlement if you win.

If your landlord sues you or threatens to sue for damages, you should seek legal help.

Landlords reading this section should take care to maximize building security, ice clearing and other maintenance that could cause damage or injury.

## **XV YOUR RIGHT TO A FAIR RENT**

You have no right to fair rent in Ann Arbor.

However, you have the right to attempt to secure new rights.

You also have a few very limited rights now as to rent level.

1. The Michigan Consumer Protection Act says that rent cannot be grossly out of proportion to rents charged by other landlords. This doesn't help you if they all charge too much, but it can help if your landlord is worse than most.
2. Your rent cannot be raised in retaliation for your withholding rent or other lawful acts arising out of the tenancy. If your landlord attempts to raise the rent in retaliation for your lawful acts, see a tenant lawyer or advocate for advice.

This section is written by landlord advocates. They are attorneys who have agreed to present a landlord's point of view on your rights and duties.

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

### **I INTRODUCTION**

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

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

### **II YOUR RELATIONS WITH YOUR LESSOR**

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

### **III DISCRIMINATION**

See the white section.

### **IV THE LEASE OR RENTAL AGREEMENT**

See the white section.

### **V UNENFORCEABLE LEASE CLAUSES**

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

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

based upon a legal opinion to that effect.

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

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

## **VII THE CONDITION AND UPKEEP OF YOUR DWELLING**

### **A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL**

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

### **B. YOUR RIGHT TO HAVE THE LESSOR REPAIR**

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

### **C. THE CERTIFICATE OF COMPLIANCE**

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

## **VIII WITHHOLDING RENT**

As set forth in the text of the booklet, you do, under Michigan law, have the right to withhold rent. This is an extremely strong tool and should be used by you only as a "last resort." The withholding of rent nearly always **requires** that your lessor start a lawsuit in District Court. This generally involves the payment of fees to

an attorney, which often reduces the amount of money available for “settlement” between the parties. Please make every attempt short of withholding your rent to remedy your problem with your lessor.

## **IX SUING THE LESSOR TO OBTAIN REPAIRS**

Proper repairs can be made much quicker and with less inconvenience when the tenant notifies the lessor and the details are worked out between the two of them. The courts should be used after direct discussions have failed and the proper repairs have not been made.

## **X RIGHT TO ENTER**

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

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

## **XI EVICTION PROCEDURE**

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

You would next be served with a summons and complaint personally or they will be affixed to your dwelling unit by an officer of the court. The documents tell you when and where you must appear and what claim is being placed against you by your lessor. It is in your best interest to appear at the court hearing to attempt to

resolve the problem. You will be advised in the court hearing that you have the right to an attorney. At this stage of your relationship, it is advisable to be assisted with your legal rights. Several agencies capable of assisting you with your legal rights are listed elsewhere in this booklet.

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

## **XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT**

- A. In no way is the list of legal duties a complete list of all duties. It is an attempt to list a few of the most obvious and important. Your lease most likely will create numerous other duties which are your legal obligation.
- B. The common sense items may also be legal duties and failure to comply with some of these items may also create a liability on you.
- C. Third parties may also have a claim against a tenant who fails to vacate properly or who damages their rights or property by a failure to properly perform either the legal duties or the common sense items.

## **XIII LEASE ASSIGNMENT AND SUBLETTING**

See the white section.

## **XIV YOUR SECURITY DEPOSIT**

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

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

## **XV LIABILITY FOR DAMAGES**

In order for the lessor to be held liable for damages to the tenant or the tenant's belongings, it must be established that the lessor was negligent or breached the

This section is written by landlord advocates.

lease. The opposite is also true; negligence or breach of lease must be found before the tenant can be held responsible for damages to the lessor or the lessor's property.

## **XVI CODES**

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





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