



Michigan

Landlord - Tenant Laws Complete Guide



Michigan Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Michigan's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Michigan.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 1.5x monthly rent

Legal Statute:

A landlord may require a security deposit for each rental unit. A security deposit shall be required and maintained in accordance with the terms of this act and shall not exceed 1 1/2 months' rent.

MCL 554.602

1972, Act 348, Eff. 4/1/1973.

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: Not required. A landlord may use the deposit money however they want provided that they deposit a cash or surety bond with the secretary of state.

Legal Statute:

(1) The security deposit shall be deposited in a regulated financial institution. A landlord may use the moneys so deposited for any purposes he desires if he deposits with the secretary of state a cash bond or surety bond written by a surety company licensed to do business in this state and acceptable to the attorney general to secure the entire deposits up to \$50,000.00 and 25% of any amount exceeding \$50,000.00. The attorney general may find a bond unacceptable based only upon reasonable criteria relating to the sufficiency of the bond, and shall notify the landlord in writing of his reasons for the unacceptability of the bond.

(2) The bond shall be for the benefit of persons making security deposits with the landlord. A person for whose benefit the bond is written or his legal representative may bring an action in the district, common pleas or municipal court where the landlord resides or does business for collection on the bond.

MCL 554.604

1972, Act 348, Eff. 4/1/1973.

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 30 days

Legal Statute:

Failure by the landlord to comply with the notice of damages requirement within the 30 days after the termination of occupancy, constitutes agreement by the landlord that no damages are due and he shall remit to the tenant immediately the full security deposit.

MCL 554.610

1972, Act 348, Eff. 4/1/1973.

Permitted Uses of the Deposit:



<https://www.RocketRent.com>

What This Means: Damages beyond normal wear and tear, owed rent, unpaid utilities, and rent due for premature termination by the tenant

Legal Statute:

A security deposit may be used only for the following purposes:

(a) Reimburse the landlord for actual damages to the rental unit or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling.

(b) Pay the landlord for all rent in arrearage under the rental agreement, rent due for premature termination of the rental agreement by the tenant and for utility bills not paid by the tenant.

MCL 554.607

1972, Act 348, Eff. 4/1/1973.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

A security deposit may be used only for the following purposes:

(a) Reimburse the landlord for actual damages to the rental unit or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling.

(b) Pay the landlord for all rent in arrearage under the rental agreement, rent due for premature termination of the rental agreement by the tenant and for utility bills not paid by the tenant.

MCL 554.607

1972, Act 348, Eff. 4/1/1973.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

In case of damage to the rental unit or other obligation against the security deposit, the landlord shall mail to the tenant, within 30 days after the termination of occupancy, an itemized list of damages claimed for which the security deposit may be used as provided in section 7, including the estimated cost of repair of each property damaged item and the amounts and bases on which he intends to assess the tenant. The list shall be accompanied by a check or money order for the difference between the damages claimed and the amount of the security deposit held by the landlord and shall not include any damages that were claimed on a previous termination inventory checklist prior to the tenant's occupancy of the rental unit. The notice of damages shall include the following statement in 12 point boldface type which shall be at least 4 points larger than the body of the notice: \"You must respond to this notice by mail within 7 days after receipt of same, otherwise you will forfeit the amount claimed for damages.\".

MCL 554.609

1972, Act 348, Eff. 4/1/1973.

Receipt of Security Deposit:

What This Means: Yes

Legal Statute:

A landlord shall not require a security deposit unless he notifies the tenant no later than 14 days from the date a tenant assumes possession in a written instrument of the landlord's name and address for receipt of communications under this act, the name and address of the financial institution or surety required by section 4 and the tenant's obligation to provide in writing a forwarding mailing address to the landlord within 4 days after termination of occupancy. The notice shall include the following statement in 12 point boldface type which is at least 4 points larger than the body of the notice or lease agreement: \"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.\" Failure to provide the information relieves the tenant of his obligation relative to notification of the landlord of his forwarding mailing address.

MCL 554.603

1972, Act 348, Eff. 4/1/1973.

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: Failure to notify the tenant of deposit withholdings within 30 days of tenancy terminating means the landlord forfeits the right to make a claim against the deposit.

Legal Statute:

Failure by the landlord to comply with the notice of damages requirement within the 30 days after the termination of occupancy, constitutes agreement by the landlord that no damages are due and he shall remit to the tenant immediately the full security deposit.

MCL 554.610

1972, Act 348, Eff. 4/1/1973.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No specific statute. Common practice is at the beginning of each month or term if week-to-week for example unless otherwise stated in the lease agreement.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute

Legal Statute:

No content available

Late Fees:

What This Means: No statute

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: \$25 if paid within 7 days. \$35 if paid within 30 days. May be liable for up to 2x the amount of the check, plus fees of \$250.

Legal Statute:

(1) In addition to applicable penal sanctions, a person who makes, draws, utters, or delivers a check, draft, or order for payment of money upon a bank or other depository, person, firm, or corporation that refuses to honor the check, draft, or order for lack of funds or credit to pay or because the maker has no account with the drawee is liable for the amount of the dishonored check, draft, or order, plus a processing fee, civil damages, and costs, as provided in this section.

(2) A payee or an agent of a payee may make a written demand for payment of a check, draft, or order of the type specified in subsection (1), which demand may be delivered to the maker by first-class mail. The text of the written demand shall be as follows:

"A check, draft, or order for payment of money drawn by you for \$_____ was returned to me/us/our client (client's name) dishonored for:

☐ Insufficient funds

☐ No account

This notice is a formal demand for payment of the full amount of the dishonored check, draft, or order plus a processing fee of \$25.00 for a total amount of \$_____. If you pay this total amount within 7 days, excluding weekends and holidays, after the date this notice was mailed, no further civil action will be taken against you.



If you do not pay the \$_____ as requested above, but within 30 days after the date this notice was mailed you pay the amount of the dishonored check, draft, or order plus a \$35.00 processing fee, for a total amount of \$_____, no further civil action will be taken against you.

If you fail to pay either amount indicated above, I/we/our client will be authorized by state law to bring a civil action against you to determine your legal responsibility for payment of the check, draft, or order and civil damages and costs allowed by law.

If you dispute the dishonoring of this check, draft, or order, you should also contact your bank or financial institution immediately."

(3) The maker of a dishonored check, draft, or order for payment of money is liable to the payee as provided in subsection (4) if the maker fails to pay 1 of the following in cash to the payee or a designated agent of the payee after the mailing of a written demand for payment pursuant to subsection (2):

(a) Within 7 days, excluding weekends and holidays, after the date the written demand provided in subsection (2) is mailed, the full amount of the dishonored check, draft, or order, plus a processing fee of \$25.00.

(b) Within 30 days after the date of the mailing of the notice provided in subsection (2), the full amount of the dishonored check, draft, or order, plus a processing fee of \$35.00.

(4) Except as otherwise provided in subsection (5), a maker who fails to make payment pursuant to subsection (3) and who is found responsible for payment in a civil action is liable to the payee for payment of all of the following:

(a) The full amount of the check, draft, or order.

(b) Civil damages of 2 times the amount of the dishonored check, draft, or order or \$100.00, whichever is greater.

(c) Costs of \$250.00.

(5) Subsection (4) does not apply if, before the trial of an action brought pursuant to this section, the maker pays to the payee or a designated agent of the payee, in cash, the total of the amounts described in subsection (3)(b), plus reasonable costs, not exceeding \$250.00, as agreed to by the parties.

(6) An action under this section may be brought in the small claims division of the district court, if it does not exceed the jurisdiction of the small claims division, or in any other appropriate court. If the amount of the check exceeds the jurisdiction of the small claims division, the action may still be brought in the small claims division, but the amount of damages awarded shall not exceed the jurisdiction of the small claims division.

MCL 600.2952

Add. 1984, Act 276, Eff. 3/29/1985 ;--Am. 1998, Act 313, Eff. 1/1/1999.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes

Legal Statute:

(1) When a certificate is withheld pending compliance, no premises which have not been occupied for dwelling or rooming purposes shall be so occupied, and those premises which have been or are occupied for dwelling or rooming purposes may be ordered vacated until reinspection and proof of compliance in the discretion of the enforcing agency.

(2) A certificate of compliance shall be issued on condition that the premises remain in safe, healthful and fit condition for occupancy. If upon reinspection the enforcing agency determines that conditions exist which constitute a hazard to health or safety, the certificate shall be immediately suspended as to affected areas, and the areas may be vacated as provided in subsection (1).

(3) The duty to pay rent in accordance with the terms of any lease or agreement or under the provisions of any statute shall be suspended and the suspended rentals shall be paid into an escrow account as provided in subsection (4), during that period when the premises have not been issued a certificate of compliance, or when such certificate, once issued, has been suspended. This subsection does not apply until the owner has had a reasonable time after the effective date of this article or after notice of violations to make application for a temporary certificate, as provided in section 131. Nor does this subsection apply where the owner establishes that the conditions which constitute a hazard to health or safety were caused by the occupant or occupants. The rent, once suspended, shall again become due in accordance with the terms of the lease or agreement or statute from and after the time of reinstatement of the certificate, or where a temporary certificate has been issued, as provided in section 131.

(4) Rents due for the period during which rent is suspended shall be paid into an escrow account established by the enforcing officer or agency, to be paid thereafter to the landlord or any other party authorized to make repairs, to defray the cost of correcting the violations. The enforcing agency shall return any unexpended part of sums paid under this section, attributable to the unexpired portion of the rental period, where the occupant terminates his tenancy or right to occupy prior to the undertaking to repair.

(5) When the certificate of compliance has been suspended, or has not been issued, and the rents thereafter withheld are not paid into the escrow account, actions for rent and for

possession of the premises for nonpayment of rent may be maintained, subject to such defenses as the tenant or occupant may have upon the lease or contract.

MCL 125.530

Add. 1968, Act 286, Eff. 11/15/1968.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute

Legal Statute:

No content available

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

(1) Any person who is ejected or put out of any lands or tenements in a forcible and unlawful manner, or being out is afterwards held and kept out, by force, is entitled to recover 3 times the amount of his or her actual damages or \$200.00, whichever is greater, in addition to recovering possession.

(2) Any tenant in possession of premises whose possessory interest has been unlawfully interfered with by the owner is entitled to recover the amount of his or her actual damages or \$200.00, whichever is greater, for each occurrence and, if possession has been lost, to recover possession. Subject to subsection (3), unlawful interference with a possessory interest includes 1 or more of the following: (a) Use of force or threat of force. (b) Removal, retention, or destruction of personal property of the possessor. (c) Changing, altering, or adding to the locks or other security devices on the property without immediately providing keys or other unlocking devices to the person in possession. (d) Boarding of the premises that prevents or deters entry. (e) Removal of doors, windows, or locks. (f) Causing, by action or omission, the termination or interruption of a service procured by the tenant or that the landlord is under an existing duty to furnish, which service is so essential that its termination or interruption would constitute constructive eviction, including heat, running water, hot water, electric, or gas service. (g) Introduction of noise, odor, or other nuisance.

(3) An owner's actions do not unlawfully interfere with a possessory interest if any of the following apply: (a) The owner acts pursuant to court order. (b) The owner interferes temporarily

with possession only as necessary to make needed repairs or inspection and only as provided by law. (c) The owner, or a court officer appointed by or a bailiff of the court that issued the court order or the sheriff or a deputy sheriff of the county in which the court is located, believes in good faith that the tenant has abandoned the premises, and after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is not paid. (d) All of the following requirements are met: (i) The owner informed the tenant in writing of the tenant's option to provide contact information for an authorized person the owner could contact in the event of the tenant's death. The owner is not responsible for incorrect contact information provided by the tenant or for the tenant's failure to provide contact information. (ii) Current rent has not been paid. (iii) The owner believes in good faith that the tenant has been deceased for at least 18 days and that there is not a surviving tenant. (iv) After the requirements of subparagraph (iii) are met and not less than 10 days before the owner reenters to take possession of the premises and dispose of its contents, each of the following occurs: (A) If the tenant provided contact information under subparagraph (i), the owner makes a reasonable attempt to contact the authorized person using the contact information provided and to request him or her to open a probate estate for the tenant within 28 days after the tenant's death. The owner is not responsible for the authorized person's failure to respond to the notification before the owner's reentry into the premises. (B) The owner places on the door of the premises a notice indicating the owner's intent to reenter, take possession of the premises, and dispose of its contents after 10 days have elapsed. (C) The owner notifies the public administrator for the county where the premises are located or, if none, the state public administrator that the owner believes that the tenant is deceased and intends to reenter to take possession of the premises and dispose of its contents if a probate estate is not opened. On request by the public administrator before the 10-day period under this subparagraph has elapsed and presentation to the owner of proper credentials and identification, the owner shall give the public administrator access to the premises. (v) A probate estate has not been opened for the deceased tenant by the public administrator, authorized contact person, or any other person in the county in which the premises are located and the owner has not been notified in writing of the existence of a probate estate opened in another county and of the name and address of the personal representative.

(4) The opening of a probate estate by a public administrator under subsection (3) is at the sole discretion and must be at the sole expense of the public administrator.

(5) An owner's actions do not unlawfully interfere with an occupant's possession of premises if the occupant took possession by means of a forcible entry, holds possession by force, or came into possession by trespass without color of title or other possessory interest.

(6) A person who has lost possession or whose possessory interest has been unlawfully interfered with may, if that person does not peacefully regain possession, bring an action for possession under section 5714(1)(f) or bring a claim for injunctive relief in the appropriate circuit court. A claim for damages under this section may be joined with the claims for possession and for injunctive relief or may be brought in a separate action.

(7) The provisions of this section may not be waived.

(8) An action to regain possession of the premises under this section must be commenced within 90 days after the time the cause of action arises or becomes known to the plaintiff. An action for damages under this section must be commenced within 1 year after the time the cause of action arises.

(9) As used in this section, "owner" means the owner, lessor, or licensor or an agent of the owner, lessor, or licensor.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute stating if a landlord is allowed to recover. However, a landlord is prohibited from including a provision in the lease agreement that a party is responsible for legal costs/attorney fees.

Legal Statute:

(1) A rental agreement shall not include a provision that does 1 or more of the following: (a) Waives or alters a remedy available to the parties when the premises are in a condition that violates the covenants of fitness and habitability required pursuant to section 39 of 1846 RS 84, MCL 554.139. (b) Provides that the parties waive a right established by 1972 PA 348, MCL 554.601 to 554.616, which regulates security deposits. (c) Excludes or discriminates against a person in violation of the Elliott-Larsen civil rights act, 1976 PA 453, MCL 37.2101 to 37.2804, or the persons with disabilities civil rights act, 1976 PA 220, MCL 37.1101 to 37.1607. (d) Provides for a confession of judgment by a party. (e) Exculpates the lessor from liability for the lessor's failure to perform, or negligent performance of, a duty imposed by law. This subdivision does not apply to a provision that releases a party from liability arising from loss, damage, or injury caused by fire or other casualty for which insurance is carried by the other party, under a policy that permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the insured party under the policy. (f) Waives or alters a party's right to demand a trial by jury or any other right of notice or procedure required by law in a judicial proceeding arising under the rental agreement. (g) Provides that a party is liable for legal costs or attorney's fees incurred by another party, in connection with a dispute arising under the rental agreement, in excess of costs or fees specifically permitted by statute. (h) Provides for the acquisition by the lessor of a security interest in any personal property of the tenant to assure payment of rent or other charges arising under the rental agreement, except as specifically allowed by law. (i) Provides that rental payments may be accelerated if the rental agreement is breached by the tenant, unless the provision also includes a statement that the tenant may not be liable for the total accelerated amount because of the landlord's obligation to minimize damages, and that either party may have a court determine the actual amount owed, if any. (j) Waives or alters a party's rights with respect to possession or eviction proceedings provided in section 2918 of the revised judicature act of 1961, 1961 PA 236, MCL 600.2918, or with respect to summary proceedings to recover possession as provided in chapter 57 of the revised judicature act of 1961, 1961 PA 236, MCL 600.5701 to 600.5759. (k) Releases a party from a duty to mitigate

damages. (l) Provides that a lessor may alter a provision of the rental agreement after its commencement without the written consent of the tenant, or, in the case of a rental agreement between a consumer cooperative that provides housing and a member of the consumer cooperative, without the approval of the board of directors of the cooperative or other appropriate body elected by members who are also tenants of the cooperative, except that an agreement may provide for the following types of adjustments to be made upon written notice of not less than 30 days: (i) Changes required by federal, state, or local law or rule or regulation. (ii) Changes in rules relating to the property that are required to protect the physical health, safety, or peaceful enjoyment of tenants and guests. (iii) Changes in the amount of rental payments to cover additional costs in operating the rental premises incurred by the lessor because of increases in ad valorem property taxes, charges for the electricity, heating fuel, water, or sanitary sewer services consumed at the property, or increases in premiums paid for liability, fire, or worker compensation insurance.

(m) Violates the Michigan consumer protection act, 1976 PA 331, MCL 445.901 to 445.922. (n) Requires the tenant to give the lessor a power of attorney.

(2) A rental agreement shall not include a clause or provision that, not less than 90 days before the execution of the rental agreement, has been prohibited by statute or declared unenforceable by a published decision of the supreme court of this state or the United States supreme court relating to the law of this state.

(3) A provision or clause of a rental agreement that violates this section is void.

MCL 554.633

1978, Act 454, Eff. 7/1/1979 ;--Am. 1979, Act 50, Imd. Eff. 7/7/1979 ;--Am. 1991, Act 131, Imd. Eff. 11/6/1991 ;--Am. 1998, Act 72, Imd. Eff. 5/4/1998.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: Year-to-year tenancies may be terminated with notice of lease expiration in 1 year.

Legal Statute:

(1) Except as provided otherwise in this section, an estate at will or by sufferance may be terminated by either party by giving 1 month's notice to the other party. If the rent reserved in a lease is payable at periods of less than 3 months, the time of notice is sufficient if it is equal to the interval between the times of payment. Notice is not void because it states a day for the termination of the tenancy that does not correspond to the conclusion or commencement of a rental period. The notice terminates the tenancy at the end of a period equal in length to the interval between times of payment.

(2) If a tenant neglects or refuses to pay rent on a lease at will or otherwise, the landlord may terminate the tenancy by giving the tenant a written 7-day notice to quit.

(3) A tenancy from year to year may be terminated by either party by a notice to quit, given at any time to the other party. The notice shall terminate the lease at the expiration of 1 year from the time of the service of the notice.

(4) If a tenant holds over after a lease is terminated pursuant to a clause in the lease providing for termination because the tenant, a member of the tenant's household, or other person under the tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, the landlord may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: Equal intervals between payments, e.g 1 week.

Legal Statute:

(1) Except as provided otherwise in this section, an estate at will or by sufferance may be terminated by either party by giving 1 month's notice to the other party. If the rent reserved in a lease is payable at periods of less than 3 months, the time of notice is sufficient if it is equal to the interval between the times of payment. Notice is not void because it states a day for the termination of the tenancy that does not correspond to the conclusion or commencement of a rental period. The notice terminates the tenancy at the end of a period equal in length to the interval between times of payment.

(2) If a tenant neglects or refuses to pay rent on a lease at will or otherwise, the landlord may terminate the tenancy by giving the tenant a written 7-day notice to quit.

(3) A tenancy from year to year may be terminated by either party by a notice to quit, given at any time to the other party. The notice shall terminate the lease at the expiration of 1 year from the time of the service of the notice.

(4) If a tenant holds over after a lease is terminated pursuant to a clause in the lease providing for termination because the tenant, a member of the tenant's household, or other person under the tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, the landlord may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this subsection, \"controlled substance\" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.

Statute Reference: MCL 554.134

Amendments: 2012, Act 140, s 1, eff. 5/22/2012; 2004, Act 106, s 1, eff. 9/1/2004

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 1-month notice.

Legal Statute:

(1) Except as provided otherwise in this section, an estate at will or by sufferance may be terminated by either party by giving 1 month's notice to the other party. If the rent reserved in a lease is payable at periods of less than 3 months, the time of notice is sufficient if it is equal to the interval between the times of payment. Notice is not void because it states a day for the termination of the tenancy that does not correspond to the conclusion or commencement of a rental period. The notice terminates the tenancy at the end of a period equal in length to the interval between times of payment.

(2) If a tenant neglects or refuses to pay rent on a lease at will or otherwise, the landlord may terminate the tenancy by giving the tenant a written 7-day notice to quit.

(3) A tenancy from year to year may be terminated by either party by a notice to quit, given at any time to the other party. The notice shall terminate the lease at the expiration of 1 year from the time of the service of the notice.

(4) If a tenant holds over after a lease is terminated pursuant to a clause in the lease providing for termination because the tenant, a member of the tenant's household, or other person under the tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, the landlord may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this subsection, \"controlled substance\" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.

Additional Information:

- MCL 554.134

- Amended by 2012, Act 140, s 1, eff. 5/22/2012

- Amended by 2004, Act 106, s 1, eff. 9/1/2004

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute. Depends on the length of the lease as explained in Mich. Comp. Laws § 554.134.

Legal Statute:

(1) Except as provided otherwise in this section, an estate at will or by sufferance may be terminated by either party by giving 1 month's notice to the other party. If the rent reserved in a lease is payable at periods of less than 3 months, the time of notice is sufficient if it is equal to the interval between the times of payment. Notice is not void because it states a day for the termination of the tenancy that does not correspond to the conclusion or commencement of a rental period. The notice terminates the tenancy at the end of a period equal in length to the interval between times of payment.

(2) If a tenant neglects or refuses to pay rent on a lease at will or otherwise, the landlord may terminate the tenancy by giving the tenant a written 7-day notice to quit.

(3) A tenancy from year to year may be terminated by either party by a notice to quit, given at any time to the other party. The notice shall terminate the lease at the expiration of 1 year from the time of the service of the notice.

(4) If a tenant holds over after a lease is terminated pursuant to a clause in the lease providing for termination because the tenant, a member of the tenant's household, or other person under the tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, the landlord may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.

MCL 554.134

Amended by 2012, Act 140, s 1, eff. 5/22/2012.

Amended by 2004, Act 106, s 1, eff. 9/1/2004.

R.S. 1846, Ch. 66 ;--CL 1857, 2807 ;--CL 1871, 4304 ;--How. 5774 ;--Am. 1885, Act 162, Eff. 9/19/1885 ;--CL 1897, 9257 ;--CL 1915, 11812 ;--CL 1929, 13492 ;--Am. 1935, Act 145, Eff. 9/21/1935 ;--CL 1948, 554.134 ;--Am. 1990, Act 311, Imd. Eff. 12/14/1990.

Notice of date/time of Move-Out Inspection:

What This Means: No specific statute about a notice being required. However, an inventory checklist shall be provided to the tenant upon giving possession of premises to be returned within 7 days. At termination of tenancy, landlord must do a new inventory checklist to list any damages.

Legal Statute:

(1) The landlord shall make use of inventory checklists both at the commencement and termination of occupancy for each rental unit which detail the condition of the rental unit for which a security deposit is required.

(2) At the commencement of the lease, the landlord shall furnish the tenant 2 blank copies of a commencement inventory checklist, which form shall be identical to the form used for the termination inventory checklist. The checklist shall include all items in the rental unit owned by the landlord including, but not limited to, carpeting, draperies, appliances, windows, furniture, walls, closets, shelves, paint, doors, plumbing fixtures and electrical fixtures.

(3) Unless the landlord and tenant agree to complete their inventory checklist within a shorter period, the tenant shall review the checklist, note the condition of the property and return 1 copy of the checklist to the landlord within 7 days after receiving possession of the premises.

(4) The checklist shall contain the following notice in 12 point boldface type at the top of the first page: \"You should complete this checklist, noting the condition of the rental property, and return it to the landlord within 7 days after obtaining possession of the rental unit. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior tenants.\".

(5) At the termination of the occupancy, the landlord shall complete a termination inventory checklist listing all the damages he claims were caused by the tenant.

MCL 554.608

1972, Act 348, Eff. 4/1/1973.

Notice of Termination for Nonpayment:

What This Means: 7-day notice to quit

Legal Statute:

(1) Except as provided otherwise in this section, an estate at will or by sufferance may be terminated by either party by giving 1 month's notice to the other party. If the rent reserved in a lease is payable at periods of less than 3 months, the time of notice is sufficient if it is equal to the interval between the times of payment. Notice is not void because it states a day for the termination of the tenancy that does not correspond to the conclusion or commencement of a rental period. The notice terminates the tenancy at the end of a period equal in length to the interval between times of payment.

(2) If a tenant neglects or refuses to pay rent on a lease at will or otherwise, the landlord may terminate the tenancy by giving the tenant a written 7-day notice to quit.

(3) A tenancy from year to year may be terminated by either party by a notice to quit, given at any time to the other party. The notice shall terminate the lease at the expiration of 1 year from the time of the service of the notice.

(4) If a tenant holds over after a lease is terminated pursuant to a clause in the lease providing for termination because the tenant, a member of the tenant's household, or other person under the tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, the landlord may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered,

possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this subsection, \"controlled substance\" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.

Notice for Lease Violation:

What This Means: 24-hour notice for lease violations related explicitly to controlled substances. 7-day notice for nonpayment, noncompliance, etc.

Legal Statute:

(1) Except as provided otherwise in this section, an estate at will or by sufferance may be terminated by either party by giving 1 month's notice to the other party. If the rent reserved in a lease is payable at periods of less than 3 months, the time of notice is sufficient if it is equal to the interval between the times of payment. Notice is not void because it states a day for the termination of the tenancy that does not correspond to the conclusion or commencement of a rental period. The notice terminates the tenancy at the end of a period equal in length to the interval between times of payment.

(2) If a tenant neglects or refuses to pay rent on a lease at will or otherwise, the landlord may terminate the tenancy by giving the tenant a written 7-day notice to quit.

(3) A tenancy from year to year may be terminated by either party by a notice to quit, given at any time to the other party. The notice shall terminate the lease at the expiration of 1 year from the time of the service of the notice.

(4) If a tenant holds over after a lease is terminated pursuant to a clause in the lease providing for termination because the tenant, a member of the tenant's household, or other person under the tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, the landlord may terminate the tenancy by giving the tenant a written 24-hour notice to quit. This subsection applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this subsection, \"controlled substance\" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.

Required Notice before Entry:

What This Means: No statute, but common practice is 24-hour notice within a reasonable timeframe.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

(1) Any person who is ejected or put out of any lands or tenements in a forcible and unlawful manner, or being out is afterwards held and kept out, by force, is entitled to recover 3 times the amount of his or her actual damages or \$200.00, whichever is greater, in addition to recovering possession.

(2) Any tenant in possession of premises whose possessory interest has been unlawfully interfered with by the owner is entitled to recover the amount of his or her actual damages or \$200.00, whichever is greater, for each occurrence and, if possession has been lost, to recover possession. Subject to subsection (3), unlawful interference with a possessory interest includes 1 or more of the following: (a) Use of force or threat of force. (b) Removal, retention, or destruction of personal property of the possessor. (c) Changing, altering, or adding to the locks or other security devices on the property without immediately providing keys or other unlocking devices to the person in possession. (d) Boarding of the premises that prevents or deters entry. (e) Removal of doors, windows, or locks. (f) Causing, by action or omission, the termination or interruption of a service procured by the tenant or that the landlord is under an existing duty to furnish, which service is so essential that its termination or interruption would constitute constructive eviction, including heat, running water, hot water, electric, or gas service. (g) Introduction of noise, odor, or other nuisance.

(3) An owner's actions do not unlawfully interfere with a possessory interest if any of the following apply: (a) The owner acts pursuant to court order. (b) The owner interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law. (c) The owner, or a court officer appointed by or a bailiff of the court that issued the court order or the sheriff or a deputy sheriff of the county in which the court is located, believes in good faith that the tenant has abandoned the premises, and after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is not paid. (d) All of the following requirements are met: (i) The owner informed the tenant in writing of the tenant's option to provide contact information for an authorized person the owner could contact in the event of the tenant's death. The owner is not responsible for incorrect contact information provided by the tenant or for the tenant's failure to provide contact information. (ii) Current rent has not been paid. (iii) The owner believes in good faith that the tenant has been deceased for at least 18 days and that there is not a surviving tenant. (iv) After the requirements of subparagraph (iii) are met and not less than 10 days before the owner reenters to take possession of the premises

and dispose of its contents, each of the following occurs: (A) If the tenant provided contact information under subparagraph (i), the owner makes a reasonable attempt to contact the authorized person using the contact information provided and to request him or her to open a probate estate for the tenant within 28 days after the tenant's death. The owner is not responsible for the authorized person's failure to respond to the notification before the owner's reentry into the premises. (B) The owner places on the door of the premises a notice indicating the owner's intent to reenter, take possession of the premises, and dispose of its contents after 10 days have elapsed. (C) The owner notifies the public administrator for the county where the premises are located or, if none, the state public administrator that the owner believes that the tenant is deceased and intends to reenter to take possession of the premises and dispose of its contents if a probate estate is not opened. On request by the public administrator before the 10-day period under this subparagraph has elapsed and presentation to the owner of proper credentials and identification, the owner shall give the public administrator access to the premises. (v) A probate estate has not been opened for the deceased tenant by the public administrator, authorized contact person, or any other person in the county in which the premises are located and the owner has not been notified in writing of the existence of a probate estate opened in another county and of the name and address of the personal representative.

(4) The opening of a probate estate by a public administrator under subsection (3) is at the sole discretion and must be at the sole expense of the public administrator.

(5) An owner's actions do not unlawfully interfere with an occupant's possession of premises if the occupant took possession by means of a forcible entry, holds possession by force, or came into possession by trespass without color of title or other possessory interest.

(6) A person who has lost possession or whose possessory interest has been unlawfully interfered with may, if that person does not peacefully regain possession, bring an action for possession under section 5714(1)(f) or bring a claim for injunctive relief in the appropriate circuit court. A claim for damages under this section may be joined with the claims for possession and for injunctive relief or may be brought in a separate action.

(7) The provisions of this section may not be waived.

(8) An action to regain possession of the premises under this section must be commenced within 90 days after the time the cause of action arises or becomes known to the plaintiff. An action for damages under this section must be commenced within 1 year after the time the cause of action arises.

(9) As used in this section, "owner" means the owner, lessor, or licensor or an agent of the owner, lessor, or licensor.

MCL 600.2918

Amended by 2019, Act 41, s 1, eff. 7/1/2019.

Amended by 2014, Act 223,s 1, eff. 9/24/2014.

Amended by 2013, Act 127,s 1, eff. 10/9/2013.

1961, Act 236, Eff. 1/1/1963 ;--Am. 1976, Act 300, Eff. 3/1/1977.

Emergency Entry Allowed without Notice:

What This Means: No statute, but usually if there is an emergency it's allowed

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes. If the landlord believes in good faith that the tenant has been deceased for a minimum of 18 days.

Legal Statute:

(1) Any person who is ejected or put out of any lands or tenements in a forcible and unlawful manner, or being out is afterwards held and kept out, by force, is entitled to recover 3 times the amount of his or her actual damages or \$200.00, whichever is greater, in addition to recovering possession.

(2) Any tenant in possession of premises whose possessory interest has been unlawfully interfered with by the owner is entitled to recover the amount of his or her actual damages or \$200.00, whichever is greater, for each occurrence and, if possession has been lost, to recover possession. Subject to subsection (3), unlawful interference with a possessory interest includes 1 or more of the following: (a) Use of force or threat of force. (b) Removal, retention, or destruction of personal property of the possessor. (c) Changing, altering, or adding to the locks or other security devices on the property without immediately providing keys or other unlocking devices to the person in possession. (d) Boarding of the premises that prevents or deters entry. (e) Removal of doors, windows, or locks. (f) Causing, by action or omission, the termination or interruption of a service procured by the tenant or that the landlord is under an existing duty to furnish, which service is so essential that its termination or interruption would constitute constructive eviction, including heat, running water, hot water, electric, or gas service. (g) Introduction of noise, odor, or other nuisance.

(3) An owner's actions do not unlawfully interfere with a possessory interest if any of the following apply: (a) The owner acts pursuant to court order. (b) The owner interferes temporarily

with possession only as necessary to make needed repairs or inspection and only as provided by law. (c) The owner, or a court officer appointed by or a bailiff of the court that issued the court order or the sheriff or a deputy sheriff of the county in which the court is located, believes in good faith that the tenant has abandoned the premises, and after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is not paid. (d) All of the following requirements are met: (i) The owner informed the tenant in writing of the tenant's option to provide contact information for an authorized person the owner could contact in the event of the tenant's death. The owner is not responsible for incorrect contact information provided by the tenant or for the tenant's failure to provide contact information. (ii) Current rent has not been paid. (iii) The owner believes in good faith that the tenant has been deceased for at least 18 days and that there is not a surviving tenant. (iv) After the requirements of subparagraph (iii) are met and not less than 10 days before the owner reenters to take possession of the premises and dispose of its contents, each of the following occurs: (A) If the tenant provided contact information under subparagraph (i), the owner makes a reasonable attempt to contact the authorized person using the contact information provided and to request him or her to open a probate estate for the tenant within 28 days after the tenant's death. The owner is not responsible for the authorized person's failure to respond to the notification before the owner's reentry into the premises. (B) The owner places on the door of the premises a notice indicating the owner's intent to reenter, take possession of the premises, and dispose of its contents after 10 days have elapsed. (C) The owner notifies the public administrator for the county where the premises are located or, if none, the state public administrator that the owner believes that the tenant is deceased and intends to reenter to take possession of the premises and dispose of its contents if a probate estate is not opened. On request by the public administrator before the 10-day period under this subparagraph has elapsed and presentation to the owner of proper credentials and identification, the owner shall give the public administrator access to the premises. (v) A probate estate has not been opened for the deceased tenant by the public administrator, authorized contact person, or any other person in the county in which the premises are located and the owner has not been notified in writing of the existence of a probate estate opened in another county and of the name and address of the personal representative.

(4) The opening of a probate estate by a public administrator under subsection (3) is at the sole discretion and must be at the sole expense of the public administrator.

(5) An owner's actions do not unlawfully interfere with an occupant's possession of premises if the occupant took possession by means of a forcible entry, holds possession by force, or came into possession by trespass without color of title or other possessory interest.

(6) A person who has lost possession or whose possessory interest has been unlawfully interfered with may, if that person does not peacefully regain possession, bring an action for possession under section 5714(1)(f) or bring a claim for injunctive relief in the appropriate circuit court. A claim for damages under this section may be joined with the claims for possession and for injunctive relief or may be brought in a separate action.

(7) The provisions of this section may not be waived.

(8) An action to regain possession of the premises under this section must be commenced within 90 days after the time the cause of action arises or becomes known to the plaintiff. An action for damages under this section must be commenced within 1 year after the time the cause of action arises.

(9) As used in this section, \"owner\" means the owner, lessor, or licensor or an agent of the owner, lessor, or licensor.

MCL 600.2918

Amended by 2019, Act 41,s 1, eff. 7/1/2019.

Amended by 2014, Act 223,s 1, eff. 9/24/2014.

Amended by 2013, Act 127,s 1, eff. 10/9/2013.

1961, Act 236, Eff. 1/1/1963 ;--Am. 1976, Act 300, Eff. 3/1/1977.

Entry Allowed with Notice for Showing the Property:

What This Means: No statute

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed

Legal Statute:

(1) Any person who is ejected or put out of any lands or tenements in a forcible and unlawful manner, or being out is afterwards held and kept out, by force, is entitled to recover 3 times the

amount of his or her actual damages or \$200.00, whichever is greater, in addition to recovering possession.

(2) Any tenant in possession of premises whose possessory interest has been unlawfully interfered with by the owner is entitled to recover the amount of his or her actual damages or \$200.00, whichever is greater, for each occurrence and, if possession has been lost, to recover possession. Subject to subsection (3), unlawful interference with a possessory interest includes 1 or more of the following:

(a) Use of force or threat of force.

(b) Removal, retention, or destruction of personal property of the possessor.

(c) Changing, altering, or adding to the locks or other security devices on the property without immediately providing keys or other unlocking devices to the person in possession.

(d) Boarding of the premises that prevents or deters entry.

(e) Removal of doors, windows, or locks.

(f) Causing, by action or omission, the termination or interruption of a service procured by the tenant or that the landlord is under an existing duty to furnish, which service is so essential that its termination or interruption would constitute constructive eviction, including heat, running water, hot water, electric, or gas service.

(g) Introduction of noise, odor, or other nuisance.

(3) An owner's actions do not unlawfully interfere with a possessory interest if any of the following apply:

(a) The owner acts pursuant to court order.

(b) The owner interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law.

(c) The owner, or a court officer appointed by or a bailiff of the court that issued the court order or the sheriff or a deputy sheriff of the county in which the court is located, believes in good faith that the tenant has abandoned the premises, and after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is not paid.

(d) All of the following requirements are met:

(i) The owner informed the tenant in writing of the tenant's option to provide contact information for an authorized person the owner could contact in the event of the tenant's death. The owner is not responsible for incorrect contact information provided by the tenant or for the tenant's failure to provide contact information.

(ii) Current rent has not been paid.

(iii) The owner believes in good faith that the tenant has been deceased for at least 18 days and that there is not a surviving tenant.

(iv) After the requirements of subparagraph (iii) are met and not less than 10 days before the owner reenters to take possession of the premises and dispose of its contents, each of the following occurs:

(A) If the tenant provided contact information under subparagraph (i), the owner makes a reasonable attempt to contact the authorized person using the contact information provided and to request him or her to open a probate estate for the tenant within 28 days after the tenant's death. The owner is not responsible for the authorized person's failure to respond to the notification before the owner's reentry into the premises.

(B) The owner places on the door of the premises a notice indicating the owner's intent to reenter, take possession of the premises, and dispose of its contents after 10 days have elapsed.

(C) The owner notifies the public administrator for the county where the premises are located or, if none, the state public administrator that the owner believes that the tenant is deceased and intends to reenter to take possession of the premises and dispose of its contents if a probate estate is not opened. On request by the public administrator before the 10-day period under this subparagraph has elapsed and presentation to the owner of proper credentials and identification, the owner shall give the public administrator access to the premises.

(v) A probate estate has not been opened for the deceased tenant by the public administrator, authorized contact person, or any other person in the county in which the premises are located and the owner has not been notified in writing of the existence of a probate estate opened in another county and of the name and address of the personal representative.

(4) The opening of a probate estate by a public administrator under subsection (3) is at the sole discretion and must be at the sole expense of the public administrator.

(5) An owner's actions do not unlawfully interfere with an occupant's possession of premises if the occupant took possession by means of a forcible entry, holds possession by force, or came into possession by trespass without color of title or other possessory interest.

(6) A person who has lost possession or whose possessory interest has been unlawfully interfered with may, if that person does not peacefully regain possession, bring an action for possession under section 5714(1)(f) or bring a claim for injunctive relief in the appropriate circuit court. A claim for damages under this section may be joined with the claims for possession and for injunctive relief or may be brought in a separate action.

(7) The provisions of this section may not be waived.

(8) An action to regain possession of the premises under this section must be commenced within 90 days after the time the cause of action arises or becomes known to the plaintiff. An action for damages under this section must be commenced within 1 year after the time the cause of action arises.

(9) As used in this section, "owner" means the owner, lessor, or licensor or an agent of the owner, lessor, or licensor.

MCL 600.2918

Amended by 2019, Act 41, s 1, eff. 7/1/2019.

Amended by 2014, Act 223, s 1, eff. 9/24/2014.

Amended by 2013, Act 127, s 1, eff. 10/9/2013.

1961, Act 236, Eff. 1/1/1963 ;--Am. 1976, Act 300, Eff. 3/1/1977.

Utility Shut-offs Allowed:

What This Means: Not allowed

Legal Statute:

(1) Any person who is ejected or put out of any lands or tenements in a forcible and unlawful manner, or being out is afterwards held and kept out, by force, is entitled to recover 3 times the amount of his or her actual damages or \$200.00, whichever is greater, in addition to recovering possession.

(2) Any tenant in possession of premises whose possessory interest has been unlawfully interfered with by the owner is entitled to recover the amount of his or her actual damages or \$200.00, whichever is greater, for each occurrence and, if possession has been lost, to recover possession. Subject to subsection (3), unlawful interference with a possessory interest includes 1 or more of the following: (a) Use of force or threat of force. (b) Removal, retention, or destruction of personal property of the possessor. (c) Changing, altering, or adding to the locks or other security devices on the property without immediately providing keys or other unlocking devices to the person in possession. (d) Boarding of the premises that prevents or deters entry. (e) Removal of doors, windows, or locks. (f) Causing, by action or omission, the termination or interruption of a service procured by the tenant or that the landlord is under an existing duty to furnish, which service is so essential that its termination or interruption would constitute constructive eviction, including heat, running water, hot water, electric, or gas service. (g) Introduction of noise, odor, or other nuisance.

(3) An owner's actions do not unlawfully interfere with a possessory interest if any of the following apply: (a) The owner acts pursuant to court order. (b) The owner interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law. (c) The owner, or a court officer appointed by or a bailiff of the court that issued the court order or the sheriff or a deputy sheriff of the county in which the court is located, believes in good faith that the tenant has abandoned the premises, and after diligent inquiry has reason to believe the tenant does not intend to return, and current rent is not paid. (d) All of the following requirements are met: (i) The owner informed the tenant in writing of the tenant's option to provide contact information for an authorized person the owner could contact in the event of the tenant's death. The owner is not responsible for incorrect contact information provided by the tenant or for the tenant's failure to provide contact information. (ii) Current rent has not been paid. (iii) The owner believes in good faith that the tenant has been deceased for at least 18 days and that there is not a surviving tenant. (iv) After the requirements of subparagraph (iii) are met and not less than 10 days before the owner reenters to take possession of the premises and dispose of its contents, each of the following occurs: (A) If the tenant provided contact information under subparagraph (i), the owner makes a reasonable attempt to contact the authorized person using the contact information provided and to request him or her to open a probate estate for the tenant within 28 days after the tenant's death. The owner is not responsible for the authorized person's failure to respond to the notification before the owner's reentry into the premises. (B) The owner places on the door of the premises a notice indicating the owner's intent to reenter, take possession of the premises, and dispose of its contents after 10 days have elapsed. (C) The owner notifies the public administrator for the county where the premises are located or, if none, the state public administrator that the owner believes that the tenant is deceased and intends to reenter to take possession of the premises and dispose of its contents if a probate estate is not opened. On request by the public administrator before the 10-day period under this subparagraph has elapsed and presentation to the owner of proper credentials and identification, the owner shall give the public administrator access to the premises. (v) A probate estate has not been opened for the deceased tenant by the public administrator, authorized contact person, or any other person in the county in which the premises are located and the owner has not been notified in writing of the existence of a probate estate opened in another county and of the name and address of the personal representative.

(4) The opening of a probate estate by a public administrator under subsection (3) is at the sole discretion and must be at the sole expense of the public administrator.

(5) An owner's actions do not unlawfully interfere with an occupant's possession of premises if the occupant took possession by means of a forcible entry, holds possession by force, or came into possession by trespass without color of title or other possessory interest.

(6) A person who has lost possession or whose possessory interest has been unlawfully interfered with may, if that person does not peacefully regain possession, bring an action for possession under section 5714(1)(f) or bring a claim for injunctive relief in the appropriate circuit court. A claim for damages under this section may be joined with the claims for possession and for injunctive relief or may be brought in a separate action.

(7) The provisions of this section may not be waived.

(8) An action to regain possession of the premises under this section must be commenced within 90 days after the time the cause of action arises or becomes known to the plaintiff. An action for damages under this section must be commenced within 1 year after the time the cause of action arises.

(9) As used in this section, "owner" means the owner, lessor, or licensor or an agent of the owner, lessor, or licensor.

MCL 600.2918

Amended by 2019, Act 41, s 1, eff. 7/1/2019.

Amended by 2014, Act 223, s 1, eff. 9/24/2014.

Amended by 2013, Act 127, s 1, eff. 10/9/2013.

1961, Act 236, Eff. 1/1/1963 ;--Am. 1976, Act 300, Eff. 3/1/1977.

Electronic Notices Allowed:

What This Means: Yes if parties agreed to it previously.

Legal Statute:

(1) This act does not require a record or signature to be created, generated, sent, communicated, received, stored, or otherwise processed or used by electronic means or in electronic form.

(2) This act applies only to transactions between parties each of which has agreed to conduct transactions by electronic means. Whether the parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the parties' conduct.

(3) A party that agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means. The right granted by this subsection may not be waived by agreement.

(4) Unless otherwise prohibited by this act, a provision of this act may be varied by agreement.

(5) Whether an electronic record or electronic signature has legal consequences is determined by this act and other applicable law.

MCL 450.835

2000, Act 305, Imd. eff. 10/16/2000.

Quick Reference Guide

Key Michigan Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Michigan.

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Links To Statutes

- [Mich. Comp. Laws § 125.530](#) – Certificate withheld; premises not to be occupied; conditions of issuance; suspension of rent payments, escrow; account for rent and possession
- [Mich. Comp. Laws § 554.633](#) – Rental agreement; prohibited provisions or clauses; violation
- [Mich. Comp. Laws § 554.201](#) – Untenantable building; surrender, liability of lessee for rent
- [Mich. Comp. Laws § 554.134\(1\)](#) – Termination of estate at will or by sufferance or tenancy from year to year
- [Mich. Comp. Laws § 554.134\(2\)](#) – Termination of estate at will or by sufferance or tenancy from year to year
- [Mich. Comp. Laws § 554.134\(3\)](#) – Termination of estate at will or by sufferance or tenancy from year to year
- [Mich. Comp. Laws § 554.134\(4\)](#) – Termination of estate at will or by sufferance or tenancy from year to year

- [Mich. Comp. Laws § 554.139](#) – Lease or license of residential premises; covenants; modifications; liberal construction, inspection
- [Mich. Comp. Laws § 554.601b](#) – Tenant under apprehension of danger from domestic violence, sexual assault, or stalking; release from rental payment obligation; written notice; content; documentation; forwarding information; liability of multiple tenants; applicability; remedies against other parties; definitions
- [Mich. Comp. Laws § 554.602](#) – Security deposit; amount
- [Mich. Comp. Laws § 554.603](#) – Security deposit; notice
- [Mich. Comp. Laws § 554.604](#) – Security deposit, disposition; bond
- [Mich. Comp. Laws § 554.607](#) – Security deposit; permissible uses
- [Mich. Comp. Laws § 554.608](#) – Inventory checklists
- [Mich. Comp. Laws § 554.608\(4\)](#) – Inventory checklists
- [Mich. Comp. Laws § 554.609](#) – Itemized list of damages; check or money order; contents of notice of damages
- [Mich. Comp. Laws § 554.610](#) – Effect of noncompliance with notice of damages requirement
- [Mich. Comp. Laws § 554.611](#) – Notice of forwarding address; effect of noncompliance
- [Mich. Comp. Laws § 554.612](#) – Response to notice of damages
- [Mich. Comp. Laws § 554.613](#) – Action for damages; retention of security deposit; waiver
- [Mich. Comp. Laws § 554.634\(1\)](#) – Rental agreement; mandatory statements
- [Mich. Comp. Laws § 600.2918\(2\)\(c & d\)](#) – Damages for forcible entry and detainer; damages for unlawful interference with possessory interest; exceptions; opening of probate estate; forcible entry or possession by occupant; action for possession; claim for injunctive relief; joinder; waiver; commencement of action; limitations; “owner” defined
- [Mich. Comp. Laws § 600.2918\(2\)\(f\)](#) – Damages for forcible entry and detainer; damages for unlawful interference with possessory interest; exceptions; opening of probate estate; forcible entry or possession by occupant; action for

possession; claim for injunctive relief; joinder; waiver; commencement of action; limitations; “owner” defined

- [Mich. Comp. Laws § 600.2918\(3\)\(b\)](#) – Damages for forcible entry and detainer; damages for unlawful interference with possessory interest; exceptions; opening of probate estate; forcible entry or possession by occupant; action for possession; claim for injunctive relief; joinder; waiver; commencement of action; limitations; “owner” defined
- [Mich. Comp. Laws § 600.2918\(3\)\(c\)](#) – Damages for forcible entry and detainer; damages for unlawful interference with possessory interest; exceptions; opening of probate estate; forcible entry or possession by occupant; action for possession; claim for injunctive relief; joinder; waiver; commencement of action; limitations; “owner” defined
- [Mich. Comp. Laws § 600.2952](#) – Failure of maker to pay amount of dishonored check, draft, or order; liability; written demand for payment; delivery and text; effect of payment before trial; jurisdiction of action
- [Mich. Comp. Laws § 600.5714](#) – Summary proceedings to recover possession of premises; holding over by tenant or occupant of public housing or by tenant of mobile home park
- [Mich. Comp. Laws § 600.5720](#) – Judgment for possession of premises for alleged termination of tenancy; grounds for not entering; retaliatory termination of tenancy; presumptions; burden
- [Mich. Comp. Laws § 600.5759](#) – Costs
- [Mich. Comp. Laws § 600.8401](#) – Small claims division; creation; judge; jurisdiction
- [Mich. Comp. Laws § 600.5807\(8\)](#) – Damages for breach of contract; specific performance; period of limitations; bond; deed; mortgage; surety bond; appeal bond; public obligations; other actions
- [Mich. Comp. Laws § 450.835](#) – Electronic Notices
- [Mich. Comp. Laws § 125.471](#) – Compliance

