

8:530. – Lease agreements and entry to show residential premises.

(1) *Notice to current tenant regarding successive lease periods:*

(a) A landlord of residential premises must ~~for leases that exceed 8 months,~~ provide each current tenant a notice regarding the offered terms and conditions for a successive lease period with the and the complete proposed lease agreement terms and conditions of a successive lease period no later than 180 days before the end of the current lease period;

(b) ~~The N~~notice to each tenant must be sent by via electronic communications, and either personal delivery or U.S. mail. The complete proposed lease agreement must be sent by electronic communication, personal delivery, or U.S. mail;

(c) The notice must specify also include the date by which the landlord requires the tenant to accept must notify the landlord of the tenant's acceptance of a successive lease period. ~~A landlord shall not require a tenant to accept a successive lease period at any time before 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, which includes all information required by this subsection, if it provides a ~~first~~ notice earlier than 240 days before the end of the current lease period;

(2) *~~Notice to landlord regarding Tenant's acceptance of terms of successive lease periods:~~*

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

(b) A tenant's acceptance of ~~the terms and conditions for~~ a successive lease ~~period~~ shall be in the form of a complete signed lease agreement signed by the tenant.

(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 unless the current tenant has terminated their occupancy

under Section (4)(d) or the current tenant has, of their own will, notified the landlord that they will not renew the lease for a successive lease period;

(c) A landlord may not require a current tenant to enter into a lease agreement for a successive 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.~~

~~(45) 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 ~~their his or her~~ own will, has terminated ~~their his or her~~ occupancy of the leased premises and his or her right under the lease to possession of the premises.

(e) The leased premises is subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of any of these restrictions) that are in conflict with this section.

~~(56) Enforcement.~~

(a) A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500.00 for the first offense, not less than \$500.00 and up to \$1,000.00 for each additional or subsequent offense, plus costs and other remedies available by statute;

(b) A court may issue and enforce any judgment, 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.

8:531. – Right to renew and relocation assistance.

(1) *Applicability.* This section shall apply to all housing accommodations except:

(a) Premises otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires “good cause” for termination or non-renewal of such tendencies.

(b) Fraternity houses, sorority houses, student cooperative housing, subleases, or leases of less than 8 months~~240 days duration~~.

(c) Premises subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of these restrictions) that are in conflict with this section.

This section shall only apply to leases entered into, renewed, or renegotiated after the effective date of this section.

(2) *Renewal of lease.*

(a) Within the time periods specified in subsection 8:530(1)(a), for each current tenant, a landlord ~~must notify each tenant, in writing, whether the lease will be renewed, and~~ must do 1 of the following:

(i) If the landlord ~~offers to renew~~ the lease for a successive lease period, the landlord must provide each tenant the notice regarding the successive lease period required by Section 8:530(1). ~~such offer must be in writing and include the parties, term, address of premises, and the rent. The landlord must present a written lease renewal to the tenants for signature within 30 days of acceptance of the offer.~~

(ii) If the landlord claims there is good cause not to renew the lease with a tenant, the landlord shall notify each such tenant in writing of the grounds for the good cause.

(b) If a landlord does not make a good-faith offer to renew a written lease for each tenant before the time period specified in subsection 8:530(1)(a) of the

current lease period, the landlord shall pay relocation assistance as set forth below, unless the landlord has “good cause” to not offer renewal.

(c) If fewer than all current tenants sign a ~~lease agreement for a successive lease period~~renewal, named replacement tenants must be acceptable to the landlord in the landlord’s usual screening process.

(3) *Relocation assistance.* The relocation assistance payment shall be equal to 2-month’s rent based upon the current lease.

(4) *Good cause.* A landlord is exempted from paying relocation assistance in any of the following circumstances:

(a) The tenant has not accepted the ~~renewal offer~~successive lease period in writing in accordance with Section 8:530(2) within the time specified in ~~the notice required by~~ subsection 8:530(1)~~(e)~~.

~~(b) The tenants who accepted the renewal offer, along with any replacement tenants acceptable to the landlord, have not returned a signed lease to the landlord within 10 days of receipt.~~

~~(be)~~ The landlord can demonstrate a justification for not offering renewal, that is in existence within the time renewal is to be offered, that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714.

~~(cd)~~ The owner seeks possession so that the owner or a member of the owner’s immediate family may occupy the unit as that person’s principal residence and no substantially equivalent unit is vacant and available in the same building. “Immediate family” includes the owner’s domestic partner or spouse, parents, grandparents, children, siblings, as well as the siblings, ~~or~~ parents, or children of the owner’s domestic partner or spouse.

~~(de)~~ The owner will not rent the premises for the succeeding term.

(5) *Remedies.*

(a) Civil infractions. A violation of subsection (2)(b) constitutes a civil infraction punishable by a fine of not less than \$500.000 for the first offense, not less than \$1,000.00 for each additional or subsequent offense, in addition to a ~~a~~ court order requiring the relocation assistance payment.

(b) Private actions. To the extent allowed by law, a tenant who has been aggrieved by a violation of subsection (2)(b) of this section may bring a civil action for damages against the landlord. A court may order up to 2 times the relocation assistance payment for willful violations, and may order ~~taxable~~ costs

and attorney fees in its discretion. Private actions and remedies under this section shall be in addition to any actions for violations which the city may take.

(c) A court may issue and enforce any judgment, writ, or order necessary to enforce this section.

(6) ~~Waiver~~*Miscellaneous*.

~~(a)~~ The provisions of this section may not be waived by the parties to a rental agreement.

~~(b) Rights and Duties of Tenants booklet:~~

~~(i) 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 section is incorporated into the "Rights and Duties of Tenants" booklet;~~

~~(ii) 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 section is incorporated into the "Rights and Duties of Tenants" booklet.~~

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