

ORDINANCE NO. ORD-24-03

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Approved:
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CHAPTER 105
(HOUSING CODE)

AN ORDINANCE TO AMEND SECTIONS 8:530 AND 8:531 OF CHAPTER 105
(HOUSING) OF TITLE VIII OF THE CODE OF THE CITY OF ANN ARBOR

The City of Ann Arbor ordains:

Section 1. That Section 8:530 of Chapter 105 (Housing Code) of Title VIII of the Code of the City of Ann Arbor be amended as follows:

8:530. – Lease agreements, ~~and entry to show residential premises, right to renew, relocation assistance, and entry to show residential premises.~~

(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 tenancies.

(b) Fraternity houses, sorority houses, student cooperative housing, subleases, and leases with less than 8 months’ total 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.

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

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

(a) A landlord of residential premises must, for leases that exceed 8 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) Landlord's Offer to Current Tenant of Lease Renewal.

(a) If the landlord intends to renew the lease for a successive lease period, the landlord must, in writing via electronic communications, personal delivery, or U.S. mail inform each current tenant regarding the offered terms and conditions for a successive lease period.

(b) Such offer must include:

(i) the names of the parties;

(ii) the address of the premises;

(iii) the price of rent and any fees;

(iv) the term of the successive lease period;

(v) a list of all changes in the terms and conditions from the current lease; and

(iv) the date by which the landlord requires the tenant to accept the offer.

(c) A landlord shall not make any renewal earlier than 180 days from the start of the current lease.

———(3) Tenant's acceptance of landlord's offer for a successive lease period.

(a) A landlord may not require a tenant to accept an offer for a successive lease period sooner than 30 days after the offer is sent.

(b) A tenant's acceptance of a landlord's offer for a successive lease period must be in writing via electronic communications, personal delivery, or U.S. mail.

(c) The landlord must present a lease agreement for the successive lease period to the tenant for signature within 30 days of the date of the tenant's written acceptance of the landlord's offer for a successive lease period.

(d) The tenant must return the signed lease agreement to the landlord within 10 days of the date the tenant received the complete written lease agreement.

(e) The landlord must countersign the lease agreement for the successive lease period within 10 days of the date the landlord received the tenant's signed lease agreement, and immediately returned the countersigned copy to the tenant.

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

~~(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.~~

(4) Landlord's Non-Renewal of a Lease.

(a) If a landlord claims there is good cause not to renew the lease with a tenant, the landlord shall notify each such tenant in writing via electronic communications, personal delivery, or U.S. mail of the grounds for the good cause no later than 180 days into the current lease period.

(b) If a landlord does not make a good faith offer to renew a lease with a tenant, the landlord shall pay relocation assistance to the tenant as set forth below, unless the landlord has good cause not to offer a renewal.

(c) The relocation assistance payment shall be equal to 2-months' rent based upon the current lease.

(d) Good Cause for Non-Renewal. A landlord is exempted from paying relocation assistance in any of the following circumstances:

(i) The tenant has not accepted the successive lease period within the time specified in the offer;

(ii) 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;

(iii) 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;

(iv) 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, and the siblings, parents, grandparents, or children of the owner's domestic partner or spouse; or

(v) The owner will not rent the premises for the successive term.

(5) Entry and leasing *to another tenant for a subsequent lease period of residential premises:*

(a) A landlord shall not enter leased residential premises for the purpose of showing the premises to prospective tenants until 210 days ~~before the end of~~into 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 210 days ~~before the end of~~into the current lease period unless the landlord has good cause not to offer a renewal.

(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.~~

~~(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.~~

(6) *Timing.* For all leases exceeding 12 months' total duration, the timelines required by this Section will start to run on the first day of the final 12 month period of the lease.

(7) *Waiver.* The provisions of this section may not be waived by the parties to a lease agreement.

(8) *Enforcement and remedies.*

(a) *Civil infractions.* A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500.00 for the first offense and not less than \$1,000.00 for each additional or subsequent offense.

(b) *Private actions.* To the extent allowed by law, a tenant who has been aggrieved by a violation of this section may bring a civil action for damages, or injunctive relief, or both, against the person(s) who acted in violation of this section. A court may order up to 2 times the relocation assistance payment for willful violations and may order 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, including a court order requiring a relocation assistance payment, if applicable.

~~(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 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.~~

Section 2. That Section 8:531 of Chapter 105 (Housing Code) of Title VIII of the Code of the City of Ann Arbor is repealed.

Section 3. This ordinance shall take effect ten days after publication.