

Rights and Duties of Tenants Booklet

- Last week McKinley requested 2,200 booklets. The Clerk's Office had only about 800 on-hand and is working to print additional booklets as fast as possible.
- Because reprinting is time sensitive, the Clerk's Office is not requesting Renter's Commission review of the booklet before printing

Rental Housing

- ELO/Right to Renew Complaint Form Update
 - Kristen Vander Lugt, John Reiser, and Janet Farrell have been working to create a guide to ELO/RTR and to update the existing ELO complaint form. Drafts attached.
- Same address for Agent/Tenant concern
 - There are only about 35 affected licenses
 - Of the ~35, 13 have the license holder the same as the agent

Renters Commission – General

- Email subscriptions are up to 568
- Webpage has been updated to include Julia as Vice-Chair and to reflect a vacancy for a voting member.



Early Leasing and Right to Renew Complaint Form

Sections 8:530 and 8:531 of Ann Arbor City Code Chapter 105

City of Ann Arbor Rental Housing Services | (734) 794-6264 Opt. 1 | rentalhousing@a2gov.org

<https://www.a2gov.org/departments/build-rent-inspect/housing/Pages/Filing-Complaints.aspx>

Section 1: Contact Information

This section must be filled out completely.

Address of Rental Unit (include apt or lot #): _____

Tenant/Complainant Name: _____

Phone Number: _____ Email: _____

Property Owner/Agent Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Section 2: Complaint Information

Please attach any related correspondence (emails, letters, texts) received from the owner/agent.

Lease Start Date: _____ **Lease End Date:** _____ (copy of lease may be required)

Was the rental unit leased to another tenant? Yes _____ Date (if known): _____ No _____

Did owner/agent provide notice of a successive lease by email & personal delivery/U.S. Mail?

Yes _____ Date (if known): _____ No _____

Did the notices contain the names of the parties, lease term, rental unit address, and amount of rent?

Yes _____ No _____

Did the owner/agent provide a deadline to renew by? Yes _____ Deadline: _____ No _____

Did the owner/agent provide a *Rights and Duties of Tenants* booklet? Yes _____ No _____

Please provide any additional details below. Attach additional sheets if necessary.

Signature: _____ Date: _____

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Guide to Early Leasing and Right to Renew Ordinances

Sections 8:530 and 8:31 of Ann Arbor City Code Chapter 105

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What is the Early Leasing Ordinance (ELO)?

- ELO tells landlords when they can start showing occupied units to prospective tenants
- ELO tells landlords when they must provide current tenants with the terms and conditions (parties, lease term, rental unit address, and amount of rent) of a successive lease
 - Notice must specify the deadline for current tenant(s) to accept a successive lease
 - Notice must be provided to the tenant by email and U.S. mail or personal delivery

ELO Timelines		
240 Days before end of lease	180 Days before end of lease	150 Days before end of lease
<p>Landlords must provide current tenants terms and conditions for a successive lease between 240 and 180 days before the end of the current lease.</p> <p>Landlords must specify the deadline for the current tenant(s) to accept a successive lease.</p> <p><i>Second notice required if first notice sent earlier than 240 days before the end of the current lease.</i></p>	<p>The deadline for current tenant(s) to accept a successive lease can't be sooner than 150 days before the end of the current lease.</p>	<p>A landlord may lease the unit to another tenant during the last 150 days of the current lease.</p> <p>A landlord may show prospective tenants an occupied unit during remaining 150 days of the current lease.</p> <p>The requirements of this ordinance count back from the end of the current lease.</p>

What is the Right to Renew Ordinance?

- Right to Renew requires landlords to make a good faith offer (in writing) to current tenants unless the landlord has good cause not to renew.
- If a landlord is not offering a successive lease, they must notify the tenant in writing and include the grounds for good cause.
- If a landlord does not offer a successive lease, or show good cause not to renew, relocation assistance is mandated.



Good Cause:

- The tenant has not accepted the renewal offer in writing within the time required.
- 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.
- The landlord can demonstrate a justification for not offering renewal (the same justification needed to evict a tenant: Summary Proceedings Act, MCL 600.5714.)
- The owner or a member of the owner's immediate family is going to occupy the unit for a succeeding term.
- The owner isn't going to rent the unit for a succeeding term.



Relocation Assistance

- Equal to 2-month's rent based upon the current lease.



What leases do these laws apply to?

- Lease terms that are 8 months or longer.
- Leases entered into, renewed, or renegotiated after October 16th, 2022. Leases for rental units that are located in the City of Ann Arbor



Remedies for violations may include civil infractions (\$500 for first offense, \$1,000 for subsequent offenses),

private actions by tenants against the landlord, and relocation assistance.

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