

CHAPTER XX
(HOUSING CODE)

AN ORDINANCE TO ADD SECTION XXXX

The City of Ann Arbor Ordains:

Section 1. XXX

X:XXXX –Right to Organize

(1) **Findings.** XXXXXXXX

(2) **Definitions.** The following definitions shall apply in the interpretation and enforcement of this section:

- (a) “Common Area” means a portion of a rental premise that is generally accessible to all tenants. Common area includes, but is not limited to, a hallway, a stairway, a laundry and recreational room, a playground, a community center, a garage, or a boundary fence.
- (b) “Landlord” means an owner of residential rental property, or their agent or representative. It does not include a sublessor.
- (c) “Rental Agreement” means an agreement that establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a rental unit.
- (d) “Rental unit” means a structure or part of a structure used as a home, residence, or sleeping unit by a single person or household unit, or any grounds, or other facilities or area promised for the use of a residential tenant.
- (e) “Tenant” means an individual who occupies a rental unit for residential purposes with the landlord’s consent for an agreed upon consideration.
- (f) “Tenant Organizer” means a person that assists tenants in organizing, forming, or operating a tenant union and is not an employee or representative of the current or prospective landlord nor necessarily a renter of the residential premises.
- (g) “Tenant union” means a union organized or formed by tenants in residential premises that gives the tenants the right to do all of the following:
 - i. Self-organize.
 - ii. Join, meet, and assist one another.
 - iii. Confer through representatives of the tenants own choosing with a landlord.
 - iv. Engage in other concerted activities for the purpose of mutual aid and protections or refrain from any concerted activity if the tenants choose.
 - v. Promulgate rules that govern the activities of the tenant union.

Commented [1]: Will be specified to more specific housing; frats, owner occupied housing

(3) **Applicability.** This Section applies to all housing accommodations.

(4) **Right to Organize:** A Tenant Union may do all the following:

- (a) Distribute literature in common areas in the rental premises.
- (b) Place literature at or under tenants' doors.
- (c) Post information in common areas within the rental premises.
- (d) Doorknock tenants to understand problems, seek out community solutions, discuss tenant organizational activities, and meetings.
- (e) Assist tenants to participate in tenant organizational activities.
- (f) Convene tenants meetings at any reasonable time and in any appropriate space that would reasonably be interpreted as areas that the tenants have access to under the tenants' rental agreements, including a common area, the tenant's unit, if the tenant consents, or other available space. A landlord shall not attend or make audio recordings of a meeting convened under this subdivision unless permitted to do so by a majority of tenants in attendance. Permission may be withdrawn at any point by a majority of the tenants.
- (g) Formulate responses to the landlord's actions, including rent or rent ceiling increases or requests for rent or rent ceiling increases, proposed increases or decreases, or other changes in the rental premises.
- (h) Advocate that the landlord modify the rental premises' facilities and services.
- (i) Engage in any other activity reasonably related to the establishment or operation of a tenant union.
- (f) Collect tenant union dues from tenants as a result of direct negotiation.

(5) **Canvassing.** Tenants may engage the services of a tenant organizer to form a tenant union.

- (a) A tenant organizer may canvass (includes section 4 activities) on behalf of the tenants in a rental premises. All of the following apply to a tenant organizer's right to canvass in a rental premises:
 - I. With the consent of a tenant, a tenant organizer that is not a tenant has the same privileges and rights of access as other invited outside parties in the normal course of operations. They cannot be charged with trespass with this consent and their presence cannot be deemed as harassment.

(6) Landlord Requirements

- (a) A landlord shall not do any of the following
- a. Interfere with the rights of tenants or a tenant organizer under this act.
 - b. Threaten, penalize, discriminate or retaliate against a tenant that exercises the tenant's rights under this act. Discriminatory or retaliatory conduct includes, but is not limited to, intentionally delaying maintenance services, revoking access to community amenities, refusing to renew a lease, or taking frivolous adverse actions against a tenant.
 - c. Interfere with or delay the investigation of a violation or the enforcement of this act to any tenant.

(7) Enforcement

- (a) A landlord that is found to violate this subsection is subject to all of the following: A civil fine of not more than \$ 1,000.00 for each violation, an injunctive order, and Attorney fees of the tenant.
- (b) After the first violation, the landlord is subject to an additional \$2,000.00 fine for each additional violation.
- (c) The city attorney, a tenant, or a tenant organizer may bring an action to enforce this act in a court of competent jurisdiction in the county where the defendant resides or does business. All attorney fees will be covered by the landlord violating the act.
- (d) If the landlord acts in violation of this ordinance by taking retaliatory action to remove possession or terminate a rental agreement [[MCL 600.5720\(1\)\(c\)](#)], the tenant has a defense for possession and is entitled to the following remedies: they shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to and not more than two months' rent or twice the damages sustained by them, whichever is greater, and reasonable attorneys' fees. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected activity was initiated after the alleged act of retaliation.

(8) Ongoing Evaluation

(a) The Rental Housing Service will produce a public report each year discussing the number of complaints, number of violations, and the landlords that have the most violations. This will be reported to the Renter's Commission at their first meeting after publication of the report

(b) The city council will make an effort to continuously monitor the effectiveness of the policy.

(c) If any portion of this ordinance or the application of this ordinance to any person or circumstance is found to be invalid by a court, the invalidity must not affect the remaining portions or applications of this act that can be effected without the invalid application or section.