

ORDINANCE NO. ORD-21-22

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CHAPTER 105

(HOUSING: LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES)

AN ORDINANCE TO AMEND SECTION 8:530 OF CHAPTER 105 (HOUSING CODE: ENTRY TO SHOW PREMISES AND TIME FOR RENTAL AGREEMENTS) OF TITLE VIII (BUILDING REGULATIONS) OF THE CODE OF THE CITY OF ANN ARBOR

The City of Ann Arbor ordains:

Section 1. That Section 8:530 of Chapter 105 of Chapter VIII of the Code of the City of Ann Arbor be amended to read as follows:

8:530. ~~Entry to show premises and time for rental agreements.~~ Lease Agreements and Entry to Show Residential Premises

~~(1) Notwithstanding any other provisions of this chapter, a landlord of residential premises shall not:~~

~~(a) Enter the leased premises for the purpose of showing the premises to prospective tenants until 70 days of the current lease period has passed; or~~

~~(b) Enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 70 days of the current lease period has passed.~~

(1) Notice to Tenant Regarding Successive Lease Periods:

(a) A landlord of residential premises must, for leases that exceed nine 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 terms and conditions for leasing residential premises offered to a current tenant must be substantially the same as those offered to prospective tenants.

(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, US mail, or electronic communication;

(c) A tenant's acceptance of the terms and conditions for a successive lease period may be in the form of a signed lease.

(3) Entry of Residential Premises:

(a) A landlord may 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.

(4) Successive Lease Periods:

(a) Until 150 days before the end of a lease period, a tenant shall have the right to renew residential premises per the terms and conditions contained in the notice set forth above;

(b) Notwithstanding the terms and conditions of a lease, of at least nine months, for residential premises, a landlord may not evict or attempt to evict a tenant of residential premises without just cause and after a summons and complaint to recover possession of the premises has been adjudicated and a judgment rendered. Just cause is defined as:

(i) A tenant's failure to pay rent or vacate the premises after receiving a written demand for possession of nonpayment of rent or to vacate the premises in accordance with MCL 600.517;

(ii) A tenant's failure to comply within 7 days of a landlord's demand to comply with a material term of a lease;

(iii) The owner seeks possession so that the owner or the owner's spouse, domestic partner, parents, in-laws, grandparents, children, brothers, or sisters may occupy the premises as that person's principal residence;

(iv) The owner is selling a leased dwelling unit and has executed a letter of intent or purchase agreement and notice has been given to the tenant at least 90 days prior to the date set for vacating;

(v) The owner seeks to undertake substantial rehabilitation of the premises, which would render them uninhabitable, and has applied all appropriate Building Department permits and notice to the tenant has been given at least 90 days prior to the date set for vacating;

(vi) The owner seeks to demolish the rental premises and has applied for all appropriate permits with the Building Department.

(vii) The owner seeks to discontinue sharing the owner's own premises in which the owner resides, or seeks to discontinue renting an accessory dwelling unit on an owner-occupied property, provided notice has been given to the tenant at least 90 days prior to the date set for vacating;

(viii) The continued commission of criminal activity or a nuisance created by a tenant, subtenant, sublessee, resident, or guest after notice via personal delivery, US Mail, or e-mail has been given to the tenant to cease said activity;

(x) A unit of government commences an action for eminent domain against the property and the property is subsequently condemned.

~~(2) 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 9 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 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.~~

(5) Rights and Duties of Tenants Booklet

~~(3)(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.

~~(4)(b)~~ If there is no written lease, ~~then~~ the landlord shall provide a copy of this entire ~~e~~Code section, upon which is written the term of the current unwritten lease, to each tenant, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.

(6) Exceptions:

(a) The following categories of leased premises are exempt from the provisions of this Section:

- (i) Dormitories associated with institutions of higher education;
- (ii) Residential facilities associated with religious institutions;
- (iii) Licensed residential care and group-home facilities;
- (iv) Residential housing subject to federal, state, or local income restrictions or rent restrictions.

(7) Enforcement

(a) A violation of any provision of Section 8:530 is a civil infraction punishable by a fine of not more than \$500 for each day upon which a violation occurs, plus all costs of the action. A court may issue and enforce any judgment, writ, or order necessary to enforce this Section.

(b) To the extent allowed by law, a tenant who has been aggrieved by a violation of this 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.

(Ord. No. 7-06, § 1, 3-20-06; Ord. No. 08-01, § 1, 1-22-08; Ord. No. 19-19, § 7, 6-17-19)

Section 2: In the event any court of competent jurisdiction shall hold any provision of this Ordinance invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 3: This Ordinance shall take effect ten days after publication.

As Amended at First Reading by City Council on July 6, 2021.