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RESIDENTIAL LEASE AGREEMENT

NOTICE:

Michigan law establishes rights and obligations for Parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

We Agree That

(Landlord's Name(s))

Leases To

(1) _____
(Tenant's Name)

(2) _____
(Tenant's Name)

(3) _____
(Tenant's Name)

(4) _____
(Tenant's Name)

The Following Premises To Be Used For Private Residential Purposes Only

(Street Address, City, State, and Zip Code)

For A Term

Beginning _____, 20____, and
Ending _____, 20____.

Month-To-Month

Beginning _____, 20____.

(a) **JOINT AND SEVERAL TENANCY:** If more than one person signs this lease as a Tenant, their obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others. Each Tenant must initial this paragraph: (1) _____, (2) _____, (3) _____, (4) _____.

(b) **RENT:** Tenant must pay Landlord, as rent for the entire term, a total of \$_____, being \$_____ each month, beginning _____, 20____, and the same amount on or before the 1st day of each succeeding month. Rent must be paid and all communications must be sent to the Landlord at the following address:

(Street Address, Apartment, City, State, and Zip Code)

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

Sample Residential Lease Agreement (page 2 of 5)

- (c) **DISCOUNTED RENT:** If Landlord receives the rent on time, Tenant will be granted a \$ _____ discount. The discount is meant to encourage prompt payment of rent. Late rent may subject the Tenant to eviction proceedings and liability for damages.
- (d) **SECURITY DEPOSIT:** Tenant must pay Landlord \$ _____ on _____, 20____, which Landlord holds as a security deposit for Tenant's performance of all the terms of this lease. Unless a cash bond or surety bond is filed with the Secretary of State, the security deposit must be deposited at the following financial institution and may be mingled with the security deposits of Landlord's other tenants:

(Name of Financial Institution, Street Address, City, State, and Zip Code)

NOTICE:

You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

- (e) **NONREFUNDABLE CLEANING FEE:** Tenant must pay a nonrefundable cleaning fee of \$ _____ at the beginning of the lease term.
- (f) **OCCUPANCY:** Only the persons who sign this lease may reside at the premises. If more than _____ persons occupy the premises, the Landlord may terminate this tenancy or assess additional rent of \$ _____ each month for each additional person. **Occupancy must not exceed the number mandated by local ordinance. This premises is licensed for _____ persons.** Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlord's consent.

Note: If the premises is located in the City of East Lansing, the occupancy limit must be displayed on the license and posted in the premises. The city may fine violators \$500 a day for over-occupancy.

- (g) **SLEEPING ROOMS:** Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety. **The following areas may not be used as sleeping rooms:**

_____, _____, _____, _____.
Note: The City of East Lansing may fine violators \$509 or they may be sentenced up to 90 days in jail.

- (h) **KEYS/LOCKS:** Tenant will receive _____ keys from the Landlord. On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$ _____ for changing the locks. If Tenant loses the keys or gets locked out of the premises, Landlord will provide an extra key to Tenant and may charge Tenant \$ _____. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. Tenant must not change or add locks without Landlord's written consent.
- (i) **UNAUTHORIZED USE OF MAILING ADDRESS:** Only a Tenant may use the mailing address of the premises. Allowing someone else to use the mailing address will increase the monthly rent \$ _____.
- (j) **CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant acknowledges receipt of two blank copies of an inventory checklist. **Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession** of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Page 2 of 5 Pages

Sample Residential Lease Agreement (page 3 of 5)

(k) **APPLIANCES AND OTHER FURNISHINGS PROVIDED:** Tenant must not remove or loan any item provided with the premises. Landlord will provide the following checked items:

<input type="checkbox"/> Stove	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Washer and Dryer	<input type="checkbox"/> _____	<input type="checkbox"/> _____

(l) **SMOKE DETECTORS:** Landlord must install smoke-detection devices as required by law. The premises contain _____ smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.

(m) **ALTERATIONS:** Tenant must not alter the premises without the Landlord's written consent (e.g., painting, wallpapering, installing locks). Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.

(n) **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. **Tenant must notify Landlord IMMEDIATELY, BY PHONE at _____ of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.** Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).

(o) **PIPE-FREEZE PREVENTION:** If Tenant plans to be away from the premises for any length of time, **the heat must be left on during the cold season and the windows closed** to avoid broken pipes and water damage.

(p) **REPAIRS DUE TO TENANT'S NEGLIGENCE:** Damage to the premises caused by Tenant's negligence, or Tenant's guest's or invitee's negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.

(q) **LANDLORD'S RIGHT OF ENTRY:** Landlord, or Landlord's agent, may enter the premises at reasonable times, with _____-hours notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.

(r) **USE OF THE PREMISES:** Tenant must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:

- Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
- Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase,
- Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises,
- Deface or damage, or allow another to deface or damage, any part of the premises,
- Change the locks or install any additional locks or bolts without Landlord's written consent,
- Place a waterbed or other heavy article on the premises without Landlord's written consent,
- Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes, or
- Install any antenna or satellite without Landlord's written consent.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Sample Residential Lease Agreement (page 4 of 5)

- (s) **ILLEGAL DRUG USE:** Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 7 days after service of a written demand for possession for termination of this Lease under this provision.
- (t) **PETS:** Dogs, cats, or other pets are not allowed on the premises without Landlord's written consent. If Landlord's written consent is given, Tenant agrees to pay a nonrefundable pet fee of \$_____.
- (u) **PARKING:** Landlord will provide parking for Tenant's automobiles. Tenant must keep the parking area free of all debris. Automobiles must be parked only in assigned areas as follows:
- CAR #1 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- CAR #2 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- CAR #3 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- CAR #4 _____ (year, make, model, and plate number),
belonging to _____ must be parked _____.
- (v) **MISCELLANEOUS COSTS AND OBLIGATIONS:** Check the appropriate box below:
- | | | | |
|---------------------------------|-----------------------------------|---|---|
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for electricity . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for gas or fuel oil . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for water and sewage . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | pays for trash removal . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must dispose of all trash by placing in a designated container . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must mow the lawn . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must water the lawn . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must rake the leaves . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must remove snow and ice from the driveway, parking area, walkway, and steps . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must change the screens and storm doors as weather dictates . |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
| <input type="checkbox"/> Tenant | <input type="checkbox"/> Landlord | <input type="checkbox"/> Not Applicable | must _____. |
- (w) **PEACEFUL AND QUIET USE OF PREMISES:** In exchange for Tenant's timely payment of rent and performance of all the terms of this lease, Landlord must provide peaceful and quiet use of the premises throughout the tenancy.
- (x) **SUBLET AND ASSIGNMENT:** Tenant must not sublet the premises or assign any interest in this lease without Landlord's written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form.
- (y) **RENTER'S INSURANCE:** Tenant is strongly advised to carry renter's insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenant's personal property, unless Landlord's negligence or intentional act or omission causes the damage.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

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Page 4 of 5 Pages

Sample Residential Lease Agreement (page 5 of 5)

- (z) **LEASE ADDENDUM, RULES, AND REGULATIONS:** If the premises are located in the City of East Lansing, the *East Lansing Lease Addendum* must be attached. Additional pages or rules and regulations, **signed by all parties**, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant.
- (aa) **BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION:** If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. If Landlord violates any term of this lease, Tenant may terminate the tenancy.
- (bb) **CONDITION OF THE PREMISES AT THE END OF TENANT'S OCCUPANCY:** At the end of Tenant's occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear caused by the Tenant or someone under Tenant's control. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of Tenant's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used—provided, of course, that the Tenant has given a forwarding address.
- (cc) **END OF LEASE TERM:** When the lease term ends, Tenant must promptly **vacate the premises, remove all personal property, and return all keys**. Tenant must **dispose of all trash** and leave the premises clean.
- (dd) **CHANGES TO THIS LEASE:** This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease **must be in writing, signed by all parties**.
- (ee) **ENFORCEMENT OF LEASE PROVISIONS:** Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.
- (ff) **ADDITIONAL PROVISIONS:** _____

This RESIDENTIAL LEASE AGREEMENT is signed on _____, 20____.

**Each person who signs it
acknowledges, by their signature, that
they have read it, understand it, and voluntarily agree to it.
Further, each person is mentally competent and 18 years or older.**

Landlord's Signature(s): _____

Tenant's Signature(s): _____

This document was drafted as a community-service project
by student residents
under the supervision of clinical faculty at the
MICHIGAN STATE UNIVERSITY-DETROIT COLLEGE OF LAW, RENTAL HOUSING CLINIC
541 E. Grand River Avenue, P.O. Box 310
East Lansing, MI 48826
Phone (517) 336-8088, Fax (517) 336-8089

We provide legal services to low-income persons in Ingham, Eaton, and Clinton counties.
Contributions are appreciated and used to support our general operations.
The Internal Revenue Service has granted us §501(c)(3) charitable, tax-exempt status.
Contributions are eligible for the charitable tax deduction under Internal Revenue Code §170.

(1) _____ (2) _____ (3) _____ (4) _____ (Each tenant must initial.)

RESIDENTIAL SUBLEASE AGREEMENT

!!!NOTICE!!!

Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

This Sublease Agreement is made between

_____, the "Sublessor," and _____, the "Sublessee," together referred to as the "Parties."

The Parties agree that the Sublessee will lease from the Sublessor a portion of the Sublessor's interest in the premises located at _____, Michigan on the following terms:

- 1. Lease Term. The lease term is for a period of _____, beginning on _____ and ending on _____.
2. Rent. Sublessee will pay a total monthly rent of \$_____. Rent shall be payable on the first day of each month directly to the Sublessor at the following address _____.
3. Master Lease. In addition to the terms and conditions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms and conditions of the Master Lease between Sublessor and the Landlord, _____.
4. Security Deposit. Sublessee will pay \$_____ to Sublessor as a security deposit.
5. Inventory Checklist. At the time Sublessee takes possession of the premises, the Sublessor will provide him or her with an inventory checklist.
6. Utility and Telephone Charges. The Sublessee will pay _____% of all utility charges (water, gas, electric, and cable).
7. Condition of the Apartment. Sublessee acknowledges that he or she has examined the premises and will complete and return the inventory checklist.
8. Holdover. Sublessee will promptly vacate the premises at the end of the lease term.
9. Subleasing and Assignment. Sublessee may not sublease or assign their interest in the premises to another without Sublessor's written consent.
10. Parental Consent and Guarantee. If the Sublessee is under eighteen (18) years of age, his or her legal guardian or parent, by their signature, guarantees and agrees to perform all the terms and conditions of this Sublease Agreement.
11. This Agreement is Complete and Binding. All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease Agreement.
12. Other Terms and Conditions _____
13. Landlord's Consent. This Sublease Agreement is not binding on either Party unless the Landlord gives consent by signing below.
14. Mediation Agreement. If a dispute arises out of or relates to this contract, or its breach, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation under the Mediation Rules of the American Arbitration Association before resorting to some other dispute resolution procedure.

The Parties having read, having understood, and having agreed to the above terms, sign their names as follows:

Sublessor Date Sublessee Date Landlord Date

This document was drafted as a community-service project by student residents under the supervision of clinical faculty at the MICHIGAN STATE UNIVERSITY-DETROIT COLLEGE OF LAW, RENTAL HOUSING CLINIC 541 E. Grand River Avenue, P.O. Box 310, East Lansing, MI 48826, Phone (517) 336-8088, Fax (517) 336-8089

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Sample Roommate Agreement (page 1 of 2)

Attach copy of lease or rental agreement and landlord's house rules.

Roommate Agreement

(Each roommate should receive a copy of this agreement)

We have signed a lease/rental agreement for _____ (address) on _____ (date). We hope to make certain that responsibilities of renting will be shared equally by all roommates. It is for this reason that we are signing this agreement.

ROOMMATES

The roommates of the above address are:

_____	_____
_____	_____
_____	_____

TERMS

This agreement shall remain in effect from _____ to _____.

Under a month-to-month tenancy, each roommate must give the other roommate(s) and landlord thirty days written and/or oral notice in advance, if the roommate will be moving out before date shown above. The roommate may leave if a substitute roommate is found and is acceptable to the remaining roommate(s) and the landlord. Each roommate will be primarily responsible for finding his/her own replacement tenant.

Under a lease agreement, the departing roommate will be responsible for upholding the lease agreement until, and possibly after, a replacement or sublessee is found.

The landlord should be notified of any pending roommate switch, so that proper arrangements can be made. The departing roommate will be responsible for his/her original portion of the rent, unless other arrangements are made in a written agreement with the roommate(s) and landlord.

DEPOSIT

The roommate(s) have paid a security deposit of _____. List amount each roommate has paid:

Each roommate is responsible for charges associated with the damages he/she or his/her guest(s) cause. If the cause cannot be determined, then the roommates will split the cost of damages equally.

RENT

Each roommate shall pay the following amount of rent: _____.

Amounts may not be equal. The rent shall be paid on the _____ day of each month. Rent will be paid in the following manner (list all rental rates) _____.

PETS

If pets are permitted under the lease, each pet owner shall be responsible for all damages caused by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden.

HOUSEHOLD SUPPLIES

A single ledger will be kept of all supplies purchased by each roommate. The supplies include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates.

KITCHEN USE AND CLEAN-UP

Food expenses shall be shared by all roommates. Preparation of meals shall be determined by an attached schedule which can be flexible.

OR

Food is to be bought by each roommate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person's groceries. Shared meal preparation and clean-up is optional.

This form was prepared by the Housing Information Office, University Housing, University of Michigan, 1011 Student Activities Building, 734-763-3205. Website: www.housing.umich.edu

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Rev. 6/02

Sample Roommate Agreement (page 2 of 2)

PERSONAL PROPERTY

All roommates agree to refrain from borrowing roommates' personal items without prior approval. Exceptions to this should be clearly stated, with the roommates reserving the right to change their minds about the sharing of their items. Property that is borrowed will be used respectfully and returned in the same condition. If damage is done to personal property, the roommate responsible for damage will be held liable.

CLEANING AND YARDWORK

All roommates agree to share the responsibilities of cleaning and maintenance of the premises. This includes dusting, vacuuming, emptying trash, mopping/waxing floors, cleaning bathrooms, and yardwork.

The roommates have decided to develop a schedule which is attached. It states when each roommate will complete the cleaning and maintenance jobs.

OR

The roommates will work together at a designated time to complete the above jobs.

MEDIATION

Roommates agree to discuss unresolved roommate problems with an advisor at the University Housing Information Office. Any roommate may initiate this process, which includes consultation and mediation. All roommates agree to make a good faith effort to discuss /obtain a resolution prior to taking any action.

ADDITIONAL TERMS OF AGREEMENTS

In addition to the items mentioned above, the following items have been known to cause conflict between roommates. If you foresee any of these as a problem, write out any needed additional agreements and attach. Space is provided at right for adding other issues needing specific agreements.

<input type="checkbox"/> Smoking/alcohol/drugs	<input type="checkbox"/> Parking	<input type="checkbox"/> Overnight guests	
<input type="checkbox"/> Cleanup after parties/guests	<input type="checkbox"/> Use of sound system	<input type="checkbox"/> Behavior of guests	
<input type="checkbox"/> Food/groceries/household supplies	<input type="checkbox"/> Phone messages	<input type="checkbox"/> Keys	
<input type="checkbox"/> Quiet hours for studying and sleeping	<input type="checkbox"/> Compliance with landlord's rules	<input type="checkbox"/> Shared areas (bathroom)	

Each roommate agrees to do his/her own dishes as needed. A schedule of kitchen cleanup may be attached. It will include cleaning the refrigerator and oven, mopping the floors, and emptying the trash.

UTILITIES

The following services have been arranged and paid for as follows:

Item	Account in Name of	Amount of Deposit	Deposit Paid By	How Bill Shared	Name Roommate Responsible for Payment
Gas					
Water					
Electricity					
Newspaper					
Garbage					
Cable TV					
Phone					

*Charges for unclaimed telephone calls shall be allocated equally among the roommates.

Each roommate has been assigned the responsibility for payment of a specific bill. This includes determining the amount owed by each roommate, collecting that amount, and seeing that that payment is made before the due date.

OR

The attached schedule has been developed to assign each roommate the month in which he/she will be responsible for the collecting and payment of all bills.

SIGNATURES OF ROOMMATES

Sample Lead-Based Paint Disclosure Form

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of any interest in residential real property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession and notify the tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before taking occupancy.

Landlord's Disclosure (Landlord must initial here: _____)

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the tenant (check (i) or (ii) below):

(i) _____ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment.....Protect Your Family from Lead in Your Home.

(e) Tenant has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Agent must initial here: _____)

(f) _____ Agent has informed the landlord of the landlord's obligations under federal law and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Landlord	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Agent	_____ Date	_____ Tenant	_____ Date

INVENTORY CHECKLIST*

COMMENCEMENT AND TERMINATION INVENTORY CHECKLIST FORM

“YOU MUST COMPLETE THIS CHECKLIST NOTING THE CONDITION OF THE RENTAL PROPERTY AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS.”

	BEGINNING CONDITION	ENDING CONDITION
LIVING ROOM		
DOOR (INCLUDING LOCKS):	_____	_____
WINDOWS:	_____	_____
CARPET OR FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
LIGHTS & SWITCHES:	_____	_____
OTHER:	_____	_____
DINING ROOM		
WINDOWS:	_____	_____
CARPET OR FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
LIGHTS & SWITCHES:	_____	_____
OTHER:	_____	_____
HALLWAY		
FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
OTHER:	_____	_____
KITCHEN		
WINDOWS:	_____	_____
FLOOR:	_____	_____
WALLS:	_____	_____
CEILING:	_____	_____
LIGHTS & SWITCHES:	_____	_____
STOVE:	_____	_____
REFRIGERATOR:	_____	_____
SINK:	_____	_____
CABINETS & COUNTER:	_____	_____
OTHER:	_____	_____

* Remember! Be specific. Describe any conditions in detailed terms rather than saying “fine” or “acceptable.”

BEGINNING CONDITION

ENDING CONDITION

BEDROOM

DOOR:
WINDOWS:
CARPET OR FLOOR:
WALLS:
CEILING:
LIGHTS & SWITCHES:
CLOSET:
OTHER:

BATHROOM

DOOR:
WINDOW:
FLOOR:
WALLS:
CEILING:
SINK:
TUB AND/OR SHOWER:
TOILET:
CABINET, SHELVES, CLOSET:
TOWEL BARS:
LIGHTS & SWITCHES:
OTHER:

BASEMENT

--	--

GARAGE

--	--

FURNITURE INVENTORY

Use this if rental unit is furnished;
check **condition** of items and **number** present.

KITCHEN CHAIRS:
TABLES:
END TABLES:
LOUNGE CHAIRS:
SOFAS:
LAMPS:
DESKS:
DESK CHAIRS:
BOOKCASES:
MATTRESSES:
DRESSERS:

SIGNATURE OF TENANT(S)

ADDRESS OF UNIT

SIGNATURE OF LANDLORD

LANDLORD'S ADDRESS

PHONE NUMBER (LANDLORD)

DATE

The following are sample letters which may be used in dealing with various landlord-tenant problems. It should be noted that most problems are handled amicably and effectively in conversations or correspondence between landlords and tenants. When this is not the case, and no agreement can be reached, it is best that subsequent communications between the two parties be in writing, with copies being kept as the record. The sample letters which follow serve as a guide; these specific samples cannot, and do not, cover every type of landlord-tenant problem which may arise.

Samples of Tenant's Letters to Landlord

Tenant's Request for Repair(s)

TO: _____

FROM: _____

Please make, within a reasonable time, the following NECESSARY REPAIRS to the rental property I am occupying. I have tried my best to explain precisely what is wrong.

1. _____

2. _____

3. _____

4. _____

Please notify me when the repairperson will be at the rental property to make the necessary repairs so that I can be there. My home phone number is _____ and my work phone number is _____.
For now, it is easiest to reach me: _____
(time of day)

Thank you for your prompt attention to this matter.

Sincerely,

Tenant

Date

Notice of Tenant's Intent to Repair and Deduct

TO: _____

FROM: _____

I requested that repairs be made to my rental property in a letter dated _____. It has been ____ days since I wrote the letter, and the needed repairs have not yet been made.

I have contacted three service providers to make the repairs. Enclosed are copies of three estimates for the repairs listed in my previous letter. If I do not hear from you within ____ day(s), I will be hiring the lowest bidder to perform the repairs.

I will pay the company myself from rent previously withheld and escrowed.

OR

I will pay the company myself and deduct the amount from my next rent payment.

Copies of the receipts for the repairs, once they are made, will be forwarded to you.

Please take note of the relevant Michigan case law:

Where the landlord has covenanted to make repairs and fails to do so, the tenant, after giving reasonable notice to the landlord, may make the repairs and recover the cost of such repairs from the landlord or he [or she] may deduct the cost from the rent. . . . Unless the landlord's duty to repair is expressly made conditional upon receipt of notice from the tenant, such duty may arise from the landlord's actual knowledge of the need for repair. . . . The landlord's duty to maintain in good repair . . . extends to reimbursing the tenant for monies expended . . . *Anchor Inn v Knopman*, 71 Mich App 64, 67 (1976).

Sincerely,

Tenant

Date

Notice of Tenant's Implementation to Repair and Deduct

TO: _____

FROM: _____

As stated in my previous letter, dated _____, I have taken action to perform necessary repairs that you have failed to correct. I had the repairs made and paid for them myself, as I said I would do.

You are required by Michigan law to keep the premises and all common areas fit for the use intended, and to keep the premises in reasonable repair during the term of the lease, and to comply with the applicable health and safety laws of the state and local governments.

I spoke to you about the problems and the need for repair. I wrote you letter(s) dated _____ about the need for corrective action. You failed to act within a reasonable amount of time. Therefore, I found it necessary to take action myself.

Enclosed are the receipts for all expenditures I have made:

I paid for the repair from previously withheld and escrowed rent.

OR

I will deduct the amount from my next rent payment.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Withhold Rent Due to Needed Repair

TO: _____

FROM: _____

I previously informed you, in a letter dated _____, of several problems and the need for repairs at the rental property I am occupying. Since you have not taken any steps to correct the problems, it is necessary for me to take further action.

I have opened an escrow account at the following financial institution:

Name: _____
Address: _____
City, State, and Zip Code: _____

I have deposited \$ _____ from my rent into the escrow account. This shows that I was ready, willing, and able to pay the rent on time—but for certain problems that you, the landlord, are legally responsible for fixing. Once the problems are taken care of, the escrowed rent amount will be released.

If you wish to discuss this matter further, contact me at _____.

Sincerely,

Tenant

Date

Termination of Occupancy Before End of Lease

TO: _____

FROM: _____

It has been _____ months since we first brought to your attention the need for several repairs on our apartment. Since you have not responded to our letters or phone calls, and have not begun to work to repair the problems at our apartment, we feel that you have broken our lease. You have also violated the "statutory covenant to repair" provided for by Michigan law. Since you have broken our contract, and show no sign of accepting your legal responsibility to maintain the premises, we intend to terminate the occupancy of our apartment on or before _____.

We understand your responsibility to inspect the apartment and inform us of any damages—and return the undisputed portion of our security deposit to us—within 30 days of the end of our occupancy of the apartment. We also understand that if you do not submit the above information to us within that time period—or go to court to retain our deposit (should we dispute your claim) within 45 days of the end of our occupancy—we may legally file suit for twice the amount of our security deposit. Since YOU are responsible for breaking the lease, we will not accept a list of damages which includes charges for rent lost for the remainder of our lease.

If you wish to discuss this matter further, contact us at _____.

Sincerely,

Tenant

Date

Samples of Tenant's Letters to Landlord

Notice of Tenant's Intent to Vacate and Forwarding Address

TO: _____

FROM: _____

In accordance with the terms of my lease requiring a ____-day written notice, you are hereby advised of my intent to vacate the rental property located at _____ on or before _____.

I will turn in my keys to you on _____.

Please send my security deposit to me at my FORWARDING ADDRESS:

If you have any questions, please contact me at _____.

Sincerely,

Tenant

Date

Tenant Defense Against Eviction Attempt

TO: _____

FROM: _____

I received your letter demanding that I be out of my apartment within 7 days. Discussion of this with my lawyer reveals that you cannot carry out an eviction without due process of law, which means taking me to court.

My defense against eviction will be that I have been withholding rent due to your nonperformance of repairs. I would like to point out to you that I have copies of several letters sent to inform you of the need for repairs, and of the steps I took to obtain repairs. I also have return receipts which prove that you received these letters. In addition, I have proof that I have been maintaining an escrow account into which the full amount of rent money due, or a portion of it, was deposited each month. Also, I have receipts for all repair work and all bills which were paid out of my escrow account.

During my tenancy, you have neglected to fulfill your statutory covenant to repair. I do not feel that you have adequate cause to demand my eviction.

Please contact my lawyer if you wish to discuss this matter. His or her name is _____.

Sincerely,

Tenant

Date

Tenant's Response to Damages Assessed Against Security Deposit

TO: _____

FROM: _____

In reponse to the list of damages you sent dated _____, which I didn't receive until this date, _____, I am writing to dispute the following charges against my security deposit.

As required by Michigan law, I am responding to you by ordinary mail, within 7 days of when I received the list, indicating in detail my disagreement relative to the charges listed.

Description of Landlord's Claim of Damage	Amount to be Refunded	Reason for the Dispute of Charges

A total of all disputed charges amounts to \$_____. Please refund this amount of my security deposit promptly: \$_____.

Please note that under Michigan law, the security deposit is considered the lawful property of the tenant until the landlord establishes a right to the deposit or portions thereof. Within 45 days after termination of occupancy and not thereafter the landlord may commence an action in a court of competent jurisdiction for a money judgment for damages which he [or she] has claimed or in lieu thereof return the balance of the security deposit held by him [or her] to the tenant or any amount mutually agreed upon in writing by the parties.

If you wish to discuss this matter with me, please contact me at _____.

Sincerely,

Tenant

Date

Sample of Landlord's Letters to Tenant

(Commencement of Tenancy) Security Deposit Notice to Tenant

TO: _____

FROM: _____

YOU ARE HEREBY NOTIFIED THAT:

The security deposit required of you will be deposited in the following regulated financial institution:

SURETY BOND _____
(If the landlord has deposited a surety bond to secure deposits, complete the following):
The surety on the bond deposited with the Secretary of State is:

Show name and address of surety company, NOT the insurance agent who signs bond for surety company.

"YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE."

Sincerely,

Landlord

Date

Landlord's Response to Tenant's Request for Repair(s)

TO: _____

FROM: _____

In response to your letter dated _____ requesting repair of the rental property you are occupying, please be advised that I have contacted a service representative, _____, who should be calling you within the next few days to set up an appointment to accomplish the following repairs:

1. _____

2. _____

3. _____

If you do not hear from the service representative within one week, will you please let me know so that I can make other arrangements?

If you have any questions, please contact me at _____.

Sincerely,

Landlord

Date

Samples of Landlord's Letters to Tenant

Insufficient Notice Letter

TO: _____

FROM: _____

We acknowledge with regret your letter of _____ advising us of your intention to vacate the rental premises on or before _____.

Your lease agreement requires a 30-day written notice.

Under the circumstances, we will hold you responsible for the payment of rent through _____, or until such time in the interim as the apartment is re-occupied by another acceptable tenant.

Sincerely,

Landlord

Date

(Termination of Tenancy) Landlord's Notice to Tenant of Damages Assessed Against Security Deposit

TO: _____

FROM: _____

**YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME,
OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.**

On this date, _____, your occupancy of the rental property located at _____ terminated. As required under Michigan law, this notice is provided to you to advise you of charges against your security deposit:

Description of Damage or Other Obligation Charged Against Security Deposit	Estimated Cost of Repair(s)	Amount Charged Against Security Deposit	Reason for Charge Against Security Deposit

Under Michigan law, a security deposit may be used only for the following purposes: (1) actual damages to the rental unit that are a direct result of conduct not reasonably expected in the normal course of habitation of a dwelling; (2) all rent in arrearage under the lease agreement and rent due for premature termination of the lease agreement; and (3) unpaid utility bills. None of these charges were claimed on a previous termination inventory checklist. After totaling all charges lawfully assessed against your security deposit, a deduction of \$_____, a balance remains in the amount of \$_____. A check or money order for the remaining balance is enclosed.

Sincerely,

Landlord

Date

Forms prepared and approved by the Michigan State Court Administrator's Office are available, at a nominal fee, from local district courts and various landlord or tenant associations. They are also available on the web at <http://courts.michigan.gov/scao/courtforms>. These include:

Affidavit and Claim—Small Claims, Form DC 84

Notice To Quit—Termination of Tenancy, Landlord-Tenant, Form DC 100c

Complaint—Termination of Tenancy, Landlord-Tenant, Form DC 102c

Demand for Possession—Nonpayment of Rent, Form DC 100a

Complaint—Nonpayment of Rent, Landlord-Tenant, Form DC 102a

Summons—Landlord-Tenant/Land Contract, Form DC 104

Judgment—Landlord/Tenant, Form DC 105

Order of Eviction—Landlord-Tenant/Land Contract, Form DC 107

Original - Court
1st copy - Defendant
2nd copy - Plaintiff
3rd copy - Return

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT	AFFIDAVIT AND CLAIM Small Claims	CASE NO.
--	---	-----------------

Court address

Court telephone no.

See instructions on the back of plaintiff and defendant copies

1. Plaintiff

 Address _____
 City, state, zip _____ Telephone no. _____
2. Defendant

 Address _____
 City, state, zip _____ Telephone no. _____

NOTICE OF HEARING	
For Court Use Only	
13. Plaintiff and defendant must be in court on	
Day _____	Date _____
at _____ at <input type="checkbox"/> the court address above	
Time _____	<input type="checkbox"/> Location _____
Process server's name _____	Fee paid: \$ _____

3. I have knowledge or belief about all the facts stated in this affidavit and I am:
 (check one) the plaintiff. a partner. a full-time employee of the plaintiff.
4. The plaintiff is: (check one) an individual a partnership a corporation a sole proprietor
5. The defendant is: (check one) an individual a partnership a corporation a sole proprietor
6. Date(s) claim arose: _____
7. Amount of money claimed: \$ _____
 (NOTE: Plaintiff's costs are determined by the court and awarded as appropriate. They are not part of the amount claimed.)
8. Reasons for claim: _____

9. The plaintiff understands and accepts that the claim is limited to \$3,000.00 by law and that the plaintiff gives up the rights to:
 (a) recover more than this limit, (b) an attorney, (c) a jury trial, and (d) appeal the judge's decision.
10. I believe that the defendant is not in the military service, is not mentally incompetent, and is 18 years or older.

11. _____
 Signature

Subscribed and sworn to before me on _____, _____ County, Michigan.

My commission expires: _____ Date Signature: _____
 Deputy clerk/Notary public

12. Expiration date: _____

**AFFIDAVIT AND CLAIM
Small Claims**

Case No. _____

PROOF OF SERVICE

TO PROCESS SERVER: You are to serve this affidavit and claim no later than 7 days before the hearing date. You must make and file your return with the court clerk. If you are unable to complete service, you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE

<input type="checkbox"/> OFFICER CERTIFICATE I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notary not required)	OR	<input type="checkbox"/> AFFIDAVIT OF PROCESS SERVER Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notary required)
--	-----------	---

- I served personally a copy of the affidavit and claim,
 I served by registered or certified mail (copy of return receipt attached) a copy of the affidavit and claim,

together with _____ Attachment _____, on the defendant(s):

Defendant's name	Complete address of service	Day, date, time
Defendant's name	Complete address of service	Day, date, time
Defendant's name	Complete address of service	Day, date, time

I have personally attempted to serve the affidavit and claim, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address of service	Day, date, time
Defendant's name	Complete address of service	Day, date, time
Defendant's name	Complete address of service	Day, date, time

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature _____
 Title _____

Subscribed and sworn to before me on _____ Date _____, _____ County, Michigan.

My commission expires: _____ Date _____ Signature: _____ Deputy court clerk/Notary public

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the affidavit and claim, together with _____ Attachment _____
 _____ on _____ Day, date, time
 _____ on behalf of _____
 Signature _____

MCR 2.105

STATE OF MICHIGAN	NOTICE TO QUIT TERMINATION OF TENANCY Landlord-Tenant	
--------------------------	--	--

TO: _____

1. Your landlord/landlady, _____, is terminating your tenancy and wants to evict you from:

Address or description of premises rented (if different from mailing address):

because your tenancy has ended. other: _____

2. You must move by _____ or your landlord/landlady may take you to court to evict you.
Date (*see note)
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date

Address

Signature of owner of premises or agent

City, state, zip

Telephone no.

*NOTE: Except for a 7 day notice given under the authority of MCL 600.5714(1)(b), if the lease agreement does not state otherwise, the landlord/landlady must give notice equal in time to at least one rental period.

PROOF OF SERVICE

_____ being duly sworn, says that on _____ s/he served
Name Date

the above notice on _____
Name

by: personal service.
 substitute service.
 first class mail.

Signature

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Signature: _____
Date Court clerk/Notary public

Court copy (to be copied, if necessary, to attach to the complaint)

STATE OF MICHIGAN	NOTICE TO QUIT TERMINATION OF TENANCY Landlord-Tenant	
--------------------------	--	--

TO:

1. Your landlord/landlady, _____, is terminating your tenancy and wants to evict you from:

Address or description of premises rented (if different from mailing address):

because your tenancy has ended. other: _____

2. You must move by _____ or your landlord/landlady may take you to court to evict you.
Date (*see note)
3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

Date	Address
Signature of owner of premises or agent	City, state, zip Telephone no.

*NOTE: Except for a 7 day notice given under the authority of MCL 600.5714(1)(b), if the lease agreement does not state otherwise, the landlord/landlady must give notice equal in time to at least one rental period.

HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you have no money for a lawyer, and if there is a legal aid office or clinic in your area, call them or ask Lawyer Referral for the telephone number of the nearest office (legal aid offices should be listed in the yellow pages of your telephone directory).
3. If you do not know a lawyer, you may call the Michigan Lawyer Referral Service at 1-(800) 968-0738.

Tenant's copy

MCL 600.5714(1)(b), (c); MSA 27A.5714(1)(b), (c), MCL 600.5716; MSA 27A.5716

DC 100c (6/00) **NOTICE TO QUIT, TERMINATION OF TENANCY, Landlord-Tenant**

Approved, SCAO

Original - Court
1st copy - Tenant
2nd copy - Mailing
3rd copy - Landlord

STATE OF MICHIGAN JUDICIAL DISTRICT	COMPLAINT TERMINATION OF TENANCY Landlord - Tenant	CASE NO.
--	---	-----------------

Court address _____ Court telephone no. _____

Plaintiff name(s), address(es), and telephone no.(s)

v

Defendant name(s) and address(es)

Plaintiff's attorney, bar no., address, and telephone no.

The plaintiff states:

1. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the notice to quit or demand for possession showing when and how it was served.

2. The owner of the property described in the attached notice to quit is: _____
Name (type or print)

3. The defendant is in possession of the following portion of the property: _____

4. The plaintiff has **terminated tenancy** and has a right to possession of the property because:

- a. lease expired on _____
- b. tenancy terminated by notice to quit.
- c. lease terminated per provision in lease (para no. _____).
- d. defendant is a trespasser. see instructions on other side
- e. no certificate of occupancy and premises ordered vacated.
- f. forcible entry made or possession held by force after peaceful entry.
- g. other: explain _____

5. (If applicable) The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____

6. (If applicable) Plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease.

7. The defendant has not complied with the demands made and has not moved.

8. Plaintiff asks for a judgment of possession and costs and asks the court to issue an order to evict the occupants.

9. The plaintiff demands a jury trial.

10. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint.

11. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are: _____

The action remains is no longer pending.

SUPPLEMENTAL COMPLAINT

12. (If applicable) Complaint is made and judgment is sought for money damages against the defendant as follows:

I declare that the statements above are true to the best of my information, knowledge, and belief.

Date _____

Plaintiff/Attorney signature _____

STATE OF MICHIGAN	DEMAND FOR POSSESSION NON-PAYMENT OF RENT Landlord-Tenant	
--------------------------	--	--

TO:

Notice to mobile home owners who rent land in a mobile home park:

If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, _____, says that you owe \$ _____ rent:
Name (type or print)

Address or description of premises rented (if different from mailing address):

2. If you owe this rent, you must do one of the following within seven days from the date this notice was served:
 a. pay the rent owed. or b. move out or vacate the premises.
 If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.
3. If you have paid the rent, or if you believe there is good reason why you do not owe the rent, you will have the opportunity to present reasons why you believe you should not be evicted.
4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you may have a lawyer advise you. Call him or her soon.

Date	Address
Signature of owner of premises or agent	City, state, zip Telephone no.

HOW TO GET LEGAL HELP

1. Call your own lawyer.
2. If you have no money for a lawyer, and if there is a legal aid office or clinic in your area, call them or ask Lawyer Referral for the telephone number of the nearest office (legal aid offices should be listed in the yellow pages of your telephone directory).
3. If your county does not have a lawyer referral service, you may call the State Bar of Michigan Lawyer Referral Service at 1 (800) 968-0738.

Tenant's copy

MCL 600.5714(1)(a); MSA 27A.5714(1)(a), MCL 600.5716; MSA 27A.5716, MCL 600.5718; MSA 27A.5718; MCL 600.5775(2)(f); MSA 27A.5775(2)(f)
 DC 100a (6/00) **DEMAND FOR POSSESSION, NON-PAYMENT OF RENT, Landlord-Tenant**

Original - Court
1st copy - Tenant
2nd copy - Mailing
3rd copy - Landlord

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT	COMPLAINT NON-PAYMENT OF RENT Landlord - Tenant	CASE NO.
--	--	-----------------

Court address

Court telephone no.

Plaintiff name(s), address(es), and telephone no.(s)
Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant name(s) and address(es)

The plaintiff states:

1. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the notice to quit or demand for possession showing when and how it was served.

2. The owner of the property described in the attached demand for possession is: _____
Name (type or print)

3. The defendant is in possession of the following portion of the property: _____

4. The plaintiff has a right to possession of the property for **non payment of rent:**

a. Rental rate: \$ _____ per _____ b. Payable on: _____
Day or date

c. Rent is paid through _____ d. Total rent due now is \$ _____
Date

e. Other money is due: \$ _____ for _____ and due by _____

5. (If applicable) The tenancy involves housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____

6. (Must be checked unless modified by lease) Plaintiff declares that this residential property was kept fit for the use intended, and has been kept in reasonable repair during the term of the lease.

7. The defendant has not complied with the demands made.

8. The plaintiff asks for a judgment of possession and costs and asks the court to issue an order to evict the occupants.

9. A jury trial is demanded.

10. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint.

11. A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are: _____

The action remains is no longer pending.

SUPPLEMENTAL COMPLAINT

12. (If applicable) Complaint is made and judgment is sought for **money damages** against the defendant as follows:

Rent owing as set out in paragraph 4 above, plus additional rent at the rate of \$ _____ per _____ until judgment, plus costs.

Damages claimed: _____

I declare that the statements above are true to the best of my information, knowledge, and belief.

Date _____

Plaintiff/Attorney signature _____

Original - Court
1st copy - Tenant
2nd copy - Mailing
3rd copy - Landlord/Landlady
4th copy - Proof of service

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT	SUMMONS Landlord-Tenant / Land Contract	CASE NO.
--	--	-----------------

Court address

Court telephone no.

Plaintiff's name and address

Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant's name and address

- Rental unit eviction
 Land contract forfeiture

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. The plaintiff has filed a complaint against you and wants
- to recover possession after land contract forfeiture;
 - a money judgment;
 - to evict you from;

Address or description of premises

2. You are summoned to be in the district court on _____ at _____
Day and date Time
- at the address above, _____, courtroom _____
Location

3. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.
4. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.
5. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

Date issued

Court clerk

HOW TO GET LEGAL HELP

1. You have the right to an attorney to assist you in answering the complaint filed in this case and in preparing defenses.
2. If you have no money for a lawyer, and if there is a legal aid office or clinic in your area, call them or ask Lawyer Referral for the telephone number of the nearest office (legal aid office should be listed in the yellow pages of your telephone directory).
3. If you have money to hire an attorney and you do not have your own, you may locate an attorney through the State Bar of Michigan or a local lawyer referral service at 1-(800) 968-0738.
4. If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangements.

Tenant's copy

DC 104 (6/96) **SUMMONS, LANDLORD-TENANT / LAND CONTRACT**

MCL 600.5735; MSA 27A.5735,
MCR 2.102, MCR 4.201(C), MCR 4.202(E)

Original - Court
1st copy - Tenant
2nd copy - Mailing
3rd copy - Landlord/Landlady
4th copy - Proof of service

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT	SUMMONS Landlord-Tenant / Land Contract	CASE NO.
--	--	-----------------

Court address

Court telephone no.

Plaintiff's name and address

Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant's name and address

To the Landlord: If you require special accommodations to use the court because of disabilities, please contact the court immediately to make arrangements.

Rental unit eviction

Land contract forfeiture

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. The plaintiff has filed a complaint against you and wants
- to recover possession after land contract forfeiture;
 - a money judgment;
 - to evict you from;

Address or description of premises

2. You are summoned to be in the district court on _____ at _____
Day and date Time

at the address above, _____, courtroom _____.
Location

3. You have the right to a jury trial. If you do not demand a jury trial and pay the required jury fee in your first defense response, you will lose this right.
4. If you are in district court on time, you will have an opportunity to give the reasons why you feel you should not be evicted. Bring witnesses, receipts, and other necessary papers with you.
5. If you are not in district court on time, you may be evicted without a trial and a money judgment may be entered against you.

Date issued _____

Court clerk _____

*Certificate of mailing applies to landlord-tenant cases only

CERTIFICATE OF MAILING BY COURT*

I certify that on this date a copy of this summons and the complaint and required attachments were served on the defendant(s) by ordinary mail addressed to the address shown above unless otherwise indicated.

Date _____

Court clerk/officer _____

CERTIFICATE OF MAILING BY PLAINTIFF*

I certify that on this date a copy of this summons and the complaint and required attachments were served on the defendant(s) by ordinary mail addressed to the address shown above unless otherwise indicated. I have attached a receipt of mailing from the post office.

Date _____

Plaintiff signature _____

DC 104 (6/96) **SUMMONS, LANDLORD-TENANT / LAND CONTRACT**

MCL 600.5735; MSA 27A.5735,
MCR 2.102, MCR 4.201(C), MCR 4.202(E)

PROOF OF SERVICE

SUMMONS
Landlord-Tenant / Land Contract
Case No. _____

TO PROCESS SERVER: You are to serve the summons and complaint and attachments as instructed. You must make and file your proof of service with the court clerk. If you are unable to complete service, you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NON SERVICE

OFFICER CERTIFICATE OR **AFFIDAVIT OF PROCESS SERVER**
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notary not required)
Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notary required)

PERSONAL SERVICE I have personally served a copy of the summons, complaint, and attachments on the defendant(s).
Defendant's name Complete address of service Day, date, time
Defendant's name Complete address of service Day, date, time

SUBSTITUTED SERVICE (As to residential premises only) Not being able to find the following named defendant(s):
Name(s) _____
on _____ at _____ m. at _____
Date Time Place of service
I left the summons, complaint, and attachments at the current residence of defendant(s) with _____, the _____ of defendant(s), who is of suitable age. I explained the contents and requested delivery of the pleadings to the defendant(s).

NON-SERVICE RETURN After diligent search and inquiry, I have been unable to find and serve the defendant(s). I have made the following efforts at personal /substituted service: _____

SERVICE BY ATTACHMENT (Landlord-Tenant cases only) I attached the pleadings on _____ Date _____ to the main entrance of the tenant's dwelling unit in a secure manner.

Service fee	Mileage	Mileage fee	Total fee
\$		\$	\$

Signature: _____
Peace officer/Process server

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Date Signature: _____
Deputy clerk/Notary public

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons, complaint, and attachment on _____ Date _____
Signature: _____ On behalf of: _____

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT	JUDGMENT LANDLORD-TENANT	CASE NO.
--	-------------------------------------	-----------------

Court address _____ Court telephone no. _____

Plaintiff _____	v	Defendant _____
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Plaintiff/Attorney Personal service

Defendant/Attorney Personal service

THE COURT FINDS:

by hearing default consent

POSSESSION JUDGMENT

1. The plaintiff has a right to possession.

2. There is now due to plaintiff:

a. Rent to retain possession \$ _____

b. Costs \$ _____

c. Total \$ _____ 0.00

3. The defendant has a right to possession.

TO THE DEFENDANT:

4. a. An order evicting you will be issued unless you pay the plaintiff or court the amount due in item 2.c. above or unless you move out on or before _____ Date _____.

OR

b. An order evicting you will be issued on or after _____ Date _____ unless you move.

5. You may be liable for money damages after you move if additional rent is owed or if there is damage to the property.

6. Acceptance of partial payment of the total amount due in item 2.c. above will will not prevent an order evicting you from being issued.

7. No money judgment is entered at this time.

MONEY JUDGMENT

8. A possession judgment was previously entered.

<input type="checkbox"/> 9. A money judgment is entered as follows:		a. Damages	\$ _____	
		b. Costs	\$ _____	
		c. Total	\$ _____	0.00

This judgment will earn interest at statutory rates.

10. **FURTHER ORDERS:** _____

11. **YOU ARE ADVISED** that you may file a motion for a new trial, a motion to set aside a default judgment, or file an appeal

and appeal bond. This must comply with all court rules and must be filed in court by _____ Date _____.

You may want legal help.

12. MCR 4.201(I) was explained to parties.

Date _____ Judge _____ Bar no. _____

CERTIFICATE OF MAILING: I certify that on this date a copy of the above judgment was mailed to the plaintiff and defendant at their last known addresses, by ordinary mail, unless otherwise indicated.

Date _____ Deputy clerk _____

*Approved:

Date _____ Plaintiff/Attorney _____

Date _____ Defendant/Attorney _____

Original - Officer return
1st copy - Court
2nd copy - Defendant
3rd copy - Plaintiff

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT	ORDER OF EVICTION Landlord-Tenant / Land Contract	CASE NO.
--	--	-----------------

Court address

Court telephone no.

Plaintiff's name, address, and telephone no.
Plaintiff's attorney, bar no., address, and telephone no.

v

Defendant name(s) and address(es)

APPLICATION

I state:

1. On _____ judgment was entered against defendant(s), and plaintiff was awarded possession of
Date
the following described property: _____

2. No payment has been made on the judgment or no rent has been received since the date of judgment, except the sum of
\$ _____ received under the following conditions: _____

3. The plaintiff has complied with the terms of the judgment.

4. The time stated in the judgment before a writ of restitution can be issued has elapsed.

I declare that the statements above are true to the best of my information, knowledge, and belief.

Date

Plaintiff/Attorney signature

WRIT OF RESTITUTION

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:

To the Court Officer: You are ordered to remove the above named defendant(s) and other occupants from the premises described and to restore peaceful possession to the plaintiff.

Date issued

SEAL

Judge

Bar no.

NOTE: In tenancy cases, this writ must be served within 56 days of the issuance date.

DC 107 (6/97) **ORDER OF EVICTION, Landlord-Tenant / Land Contract** MCL 600.5744; MSA 27A.5744, MCR 4.201(L), MCR 4.202(K)

RETURN

I certify and return that on _____ I executed the writ of restitution on the reverse side of this form
Date

by evicting _____
Name(s)

from the property, and I have restored the plaintiff to peaceful possession as ordered.

Date

(Deputy) sheriff/Court officer/Bailiff

Service fee	Miles travelled	Mileage fee	Total fee
\$	\$	\$	\$