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Unlawful Eviction in Michigan

In Michigan, a landlord is precluded from using self-help to evict a tenant. The landlord must use the court system to evict a tenant. The landlord may not harass or try to force the tenant to move out by using violence or threat of violence, destroying personal property of the tenant, changing the locks, boarding up the premises, making entry difficult, removing doors or windows, shutting off utilities, or causing a nuisance.

A tenant may sue a landlord who acts in any way described above for either actual damages or \$200, whichever is greater. Also, if the landlord uses force, the damages may be tripled.

Does my landlord have to have a reason for asking me to move out?

This depends on the kind of rental agreement you have. There are two main types of rental agreements. The first is a "month-to-month" rental agreement. The second is a rental agreement for a specific term, for example, six months or one year, usually called a "lease."

- Month-to-month rental agreements

- Month-to-month rental agreements do not have a fixed time limit. A month-to-month rental agreement continues until either the landlord or the tenant gives proper notice that he wishes to end it.
- A month-to-month rental agreement can be in writing. Or it can simply be an oral agreement without anything in writing. However, if you pay any kind of deposit, your landlord is required to give you a written rental agreement.
- If you have a month-to-month agreement, you are usually expected to pay rent on a monthly basis.

- Leases

- A lease must be in writing.
- A lease requires a tenant to stay in a unit for a specific amount of time. It

also restricts the landlord's ability to change the terms of the agreement.

- A landlord can evict a tenant if:

- The tenant fails to pay rent
- The tenant's use of the property causes a serious and continuing health hazard, physical injury to the property, involves illegal activity, or violates the lease.

What if I live in federally-subsidized housing?

If you live in federally-subsidized housing you may have additional rights. Please see <http://www.hud.gov/faqs> for more information. Also, for Michigan specific information on evictions from public housing, visit Legal Services of Eastern Michigan's website at <http://www.lsem-mi.org/pamphlets.html>.

What if my landlord retaliates against me?

Your landlord is not allowed to take retaliatory actions against you for taking legal action against him. For example, if you make a complaint about conditions of the premises to the housing inspector, your landlord cannot evict you; reduce your services; or raise your rent in retaliation.

What is the proper process for a lawful eviction for nonpayment of rent?

As stated above, to evict a tenant for nonpayment, a landlord must file certain legal documents in the district court where the property is located. These documents include:

1. Demand for Possession or Payment
2. Lease
3. Summons
4. Complaint

The Demand for Possession or Payment is the formal written notice to the tenant that the landlord intends to evict the tenant unless it pays the past due rent within seven (7) days. If the tenant has a defense to nonpayment of rent (i.e., landlord's failure to keep the premises in good repair) the tenant may challenge the eviction in court. If the tenant still fails to pay rent, then the landlord may file an eviction action. If an eviction action is filed, then the tenant will receive a summons and complaint. If you receive a summons and complaint, be sure to read both documents carefully, as they both contain very important information regarding the substance of the landlord's argument, and the date

and time the tenant must report to court.

NOTE: If the tenancy is month to month, the landlord may terminate the tenancy and evict the tenant with one month's notice (even if rent is paid in full). The form used by the landlord in such cases is called a "Notice to Quit."

As a tenant, how do I prepare for the eviction hearing?

First, gather all the important papers and documents that support your case. Also, bring everything that is related to your rental of the property. Such items may include:

1. Lease or rental agreement
2. Receipt from security deposit
3. List of things wrong with the premises
4. Rent receipts/cancelled checks
5. Eviction notices and summons/complaint
6. Any written estimates for repairs to damages
7. Receipts for any repairs you have done

Remember, it is important to bring originals with you to court if possible and bring an extra copy for the court in case copies are requested for the record.

At the time set for trial, the tenant must be ready to explain to the court why no rent is due (ie: cost of repairs tenant paid for). Be prepared with photographs and other documentation (listed above). Also, contact any witnesses that may help support your case, to testify on your behalf. Make sure to prepare the witnesses beforehand, by telling them what questions you will be asking them if they are called.

At the hearing, who is the plaintiff and who is the defendant?

In an eviction case, the landlord is the plaintiff and the tenant is the defendant. It is easy to remember because the tenant is defending himself against the landlord.

Remember, this is only a guide to basic landlord/tenant issues that may arise. In the event of a landlord/tenant dispute, seek professional legal advice.