



*Legal Hotline for Michigan Seniors
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A program of Elder Law of Michigan, Inc*

LANDLORD/TENANT INFORMATION UTILITIES AND REPAIRS

UTILITIES

Utilities may be included in your rent payment, separate from your rent, or a combination of both. If the utilities are included in the rent, check to see if there are thermostats to regulate the heat or the apartment may be cold in the winter and hot in the summer. If you share your utility expenses with other tenants, and you do not use much heat or electricity, check to see if your rent reflects other tenant's utility habits. You may be paying for someone else's higher than average energy use through elevated rental rates. If utilities are separate, you may want to check with the previous tenants or the utility company regarding past records of utility bills. The utility company may be able to give you an estimate of past energy bills, but the company cannot release the actual bills without the written consent of the previous tenant. Past bills will give you a rough estimate of what your utility costs may be but be prepared to pay higher utility bills due to increasing energy costs. Also, check to make sure that only one name and one unit are on each hook-up. You may be paying for someone else's utilities if their gas or electric lines flow through your meter.

REPAIRS

Both the landlord and the tenant have maintenance responsibilities. According to Michigan law, the landlord is obligated to keep the rental unit habitable and in good repair. The landlord must also comply with applicable state and local health and safety laws as well as building codes. For example, the landlord must keep all plumbing, heating, ventilation, and electrical wiring in good repair. Some cities have a building code for heat which requires that the temperature not go below a certain temperature. The roof must be maintained so as not to leak. The landlord is also responsible for keeping the entire building free from vermin, and/or any accumulation of dirt, filth, rubbish, garbage, or other matter. You must also promptly notify the landlord of maintenance problems.

Note: If you have a written lease for 12 months or longer it may make you responsible for repairs and maintenance. The following paragraphs only apply to situations where the landlord is responsible.

Emergency maintenance problems require immediate action and pose a threat to the health and safety of the household. Flooding, leaking gas, or a defective furnace would fit in this category. Major problems may require immediate attention but are not necessarily life threatening. Examples are a defective water heater or a clogged drain. Minor problems are nuisance situations that include leaky faucets or peeling paint.

When a maintenance problem arises, notify your landlord first and explain the situation. In a situation that requires immediate attention, such as the furnace breaking during the cold months, and the landlord does not take action after notification, have the repair made yourself. Make sure that you get a receipt for the repairs that were done. Deduct this amount from your next month's rent. Send in the receipt for the repairs and a letter of explanation with your rental payment. Be sure to save a copy of the receipt for yourself, as you may be served with an eviction notice and may need this documentation.

If a problem does not require immediate attention, such as a leaking faucet, write a letter to the landlord re-explaining the problem and mentioning your previous conversation with him/her. Keep a copy of the letter for yourself and send the original certified mail. If the repair has not been made in a reasonable amount of time, start to take action. This should be done after: (1) you have documented the problem; (2) you have given the landlord time to repair the problem; and (3) the landlord has failed to act.

Under Michigan law, you may rightfully withhold all or a portion of your rent if the landlord fails to keep your home habitable and in good repair. Withholding your rent should be done only after you have consulted an attorney. Put the money in a separate escrow account, by check, for your records. This should be done before your rent is due. Then send a letter by certified mail to your landlord stating why you are withholding rent and that it will be released when the maintenance problem has been corrected. If the escrow account is sufficient, you could use it to pay for the repairs if the landlord fails to do so. This should only be done after prior notice to the landlord. You should get at least three written estimates.

At this time, the landlord may start the eviction process against you. Your best defense is that the landlord has not lived up to his/her legal duty to provide you with a habitable place to live. As the tenant, you will have to prove that the rented premises is partially or totally uninhabitable. You may want to contact the local building inspector regarding violation of housing codes. The eviction process takes time, but careful documentation of the problem will give you a good chance at winning.

If you are a senior, you can get specific questions answered at the Legal Hotline for Michigan Seniors. Call 1-800-347-5297 (372-5959 for the Lansing area).

The Legal Hotline is a program of Elder Law of Michigan, Inc., a non-profit organization. If you would like to support our work, please consider sending a tax deductible donation to the Legal Hotline, 3815 W. St. Joseph, Suite C-200, Lansing, MI 48917. Thank you.