

## Student's Guide to Living Off-Campus

NMU students constitute a large segment of the people who live near campus. However, you are not the only ones living in surrounding neighborhoods. Keep in mind that some of your neighbors have young children, get up early for work, work at home, are elderly, home-bound, work full-time, and go to school. While it is important for you to enjoy your home off-campus, it is also important for you to be a good neighbor and a responsible citizen.

Get to know your neighbors. Exchange phone numbers. If your neighbors know your name and have your phone number, they are more likely to call you rather than the police if there is a problem such as noise or disruptive behavior. Keep the lines of communication open. Try to consider situations from their perspective. Take note of how your neighbors maintain property, park cars, and host parties and try your best to do the same.

If you do host a party, it's a good idea to inform your neighbors at least three days in advance so they can expect an increase in noise and traffic. Try to reduce the noise as much as possible by keeping your guests inside. Have someone responsible for monitoring noise. Ask your guests to be quiet as they leave the party. Make sure they are not walking through neighboring lawns or littering. After the party, it would be a good idea to check for trash around the area.

There are city ordinances that you are responsible for knowing. Ordinances are designed to protect the rights of all citizens in the community.

### Loud Noise

Excessive, unnecessary or unusually loud noise, especially between the hours of 11:00 P.M. and 7:00 A.M., is prohibited. That includes loud radios, stereos, musical instruments, yelling, shouting, horns, sirens, loud speakers, etc., which are plainly audible at a distance of 150 feet from the source. A typical fine for a first time offender will cost approximately \$50. A subsequent citation will be assessed a fine of not less than \$100, and a third offense is punishable by a fine of \$100-\$500 and a jail sentence.

### Alcohol

Other offenses considered most objectionable and a serious threat to public peace and safety are public intoxication, consumption of alcohol in a public place, minors in possession of alcohol, operating a vehicle under the influence of alcohol, malicious destruction of property, littering, trespassing, public urination, etc. Persons apprehended in violation of these ordinances will be arrested and may be immediately lodged in jail, subject to fines, costs, restitution, and a record of criminal conviction.

Information on city ordinances concerning loud noise, alcohol abuse, public urination, disorderly conduct, parking, and littering can be found in the clerks office at 300 W. Baraga.

What to expect when police have been called:

1. Officer will respond as soon as possible. Response time may be faster on the nights that special patrols are on duty. For emergencies only, call 911.
2. If the officer observes a violation in her/his presence, the office will take appropriate action.

3. In excessive noise cases, the officer will determine if a ticket is to be issued. An arrest could be made if participants are uncooperative, repeat offenders, or fail to properly identify themselves. Arrests could also be made if the size of the crowd or intensity of the excessive noise warrants it or if it appears that arrest is the best alternative to end the disturbance.
4. If the officer does not observe the violation, and a complainant makes herself/himself known, the officer may submit a report for complaint and warrant to the City Attorney for his approval and authorization. The City Attorney may authorize an arrest warrant at a later time.

#### University involvement in off-campus behavior

NMU does have jurisdiction over students' off-campus behavior. There must be a sufficient connection to tie the activity or infraction to NMU student status in order for the university to take action under the code of conduct. Landlords may call us with complaints about student tenants. We will request that the student meet with us to discuss the problem and to try to work out an equitable solution.

#### Housing

Begin your search by asking yourself these questions:

- How much can I afford to spend on rent?
- Where would I like to live?
- What kind of housing would I like?
- How many people will I feel comfortable living with?
- Same sex/opposite sex?
- What transportation is available to me?

#### How to Look

##### **Be Presentable:**

Landlords will rent to students who look like they will be good tenants. Sloppy or very casual attire will project the wrong image and may hurt your chances.

##### **Be Persistent:**

A prospective landlord may take your name and tell you he'll get back to you. You should check regularly and remind the person you are still interested. Don't badger, but make sure they know you are serious.

##### **Be Ready to Write a Check:**

If you find a place you like, you should be ready to put down a deposit to hold it. Don't rush into anything, but if you are sure this is the place for you, you don't want to lose it.

##### **Carry a Co-Signed Letter:**

Some landlords may require a co-signer on the lease if you are less than 21 years old. This is usually a parent who agrees to pay the rent if you don't. It might be helpful to carry a letter from the person who is willing to act as co-signer.

#### Where to Look

- Housing list in The Office of the Dean of Students. This list is available in the office in the University Center or on the web page.
- Bulletin boards in the University Center and other locations around campus
- Bulletin boards at local grocery stores, laundromats, and pharmacies.
- The classified section of The Mining Journal

- The Yellow Pages: Apartment Buildings
- Realtors
- Talk to graduating seniors

#### Questions to Ask/Things to look for as you are Apartment Hunting

- What is the rent per month? Can it be raised during the time of the lease?
- Is there a limit to the number of people who may live there?
- Is there a written lease?
- Is a co-signer required on the lease?
- Is a security deposit required? If so, how much is it? Do I receive interest on the deposit? What must I do to have it returned in full?
- How much do I have to pay to move in? (First and last months rent? Security deposit?)
- What is the term of the lease? (9 month, 12 month, month-to-month)
- When is the rent due each month?
- How do we pay the rent?
- Is there a late fee?
- May each roommate pay separately by personal check?
- What is included in rent?
  - ✓ heat
  - ✓ water/sewer
  - ✓ electricity
  - ✓ garbage collection
  - ✓ cable T.V.
  - ✓ plowing
  - ✓ lawn mowing
  - ✓ phone
  - ✓ If not included, what are the monthly costs?
- May I have a pet? Is there a pet deposit?
- Is there a property manager?
- May I sublet?
- May I find someone who is willing to make a new lease and, thus, end my responsibility?
- Must the landlord approve of subletter?
- Is early termination of the lease permitted? Is there a charge?
- Does the lease automatically terminate after the contracted time of the lease? If it does, will I have the first chance to renew it?
- Does the lease automatically renew?
- When must notice be given for either termination or renewal? In what form?
- Is there garbage service?
- Is there recycling pick-up?
- Is the apartment furnished or unfurnished?
- Are a stove and refrigerator provided?
- Is there a washer and dryer?
- Are appliances in good working order?
- Are curtains or blinds provided?
- Are there screens on the windows?
- Is there a storage area?
- Are there smoke alarms? Do they work? Who is responsible for periodic checks?
- Is there adequate parking? (for tenants? for guests?)
- Is there a bug problem? Mice? Is the landlord responsible for pest control?
- Is there adequate hot water?

- Is there good water pressure? (flush the toilet)
- Do the sinks and tubs drain well?
- What repairs/maintenance will be done before I move in? (painting, carpet cleaning, floor cleaning, etc.)
- Will we do an inspection together before I move in and before I move out?
- Are there adequate locks on all doors and windows? Dead bolts on all doors?
- Will the locks be changed before I move in?
- Can you hear noise from other apartments?
- How long will it take for repairs to be completed?
- Will I be notified in advance if a repair person is coming?
- Will I be notified of any inspections?
- Do I have to let someone in if it is not a convenient time?
- When will I be able to move in?
- Under what circumstances may I move in early?
- What happens if the apartment/house is not ready?
- Are my belongings covered under the landlords insurance policy?
- On what grounds may I be evicted?
- What happens if one roommate leaves school?
- Can the rent be increased if the number of tenants increases?

### What is a Lease?

A lease is a fixed-term tenancy agreement that specifies a starting date and an ending date. The lease is often a written document, but may be oral if it does not exceed a year in duration. An oral lease is legally binding.

Leases differ in terms, but a written rental agreement should include:

1. the name(s) and signature(s) of the landlord(s);
2. the name(s) and signature(s) of the tenant(s);
3. the amount of rent to be paid, how frequently, and when it is to be paid;
4. a description of or location of the premises to be rented.
5. the starting and ending dates if it is a fixed-term tenancy;
6. the landlord's mailing address;
7. the amount of the security deposit, if any;
8. the name and address of the financial institution holding the security deposit;
9. notice of the tenant's obligation to supply a forwarding address to the landlord within four days of terminating the tenancy;
10. definition of responsibility for paying utilities;
11. maintenance responsibilities;
12. notice to quit procedures; and
13. any other agreements the landlord and tenant may wish to make.

**Note:** Two copies of an inventory checklist should be furnished.

The "Truth in Renting" law of 1978 makes it illegal for a lease to contain any clauses that infringe on a tenant's rights. This law requires that all rental leases shall:

1. not include a provision which excludes or discriminates against a person;
2. not include waivers or any alterations of a party's right with respect to possession or eviction proceedings;
3. not provide for a confession of judgment by a party; that is, require a party to give up the right to certain legal options in advance;
4. not include any provision which relieves the landlord from liability for the landlord's failure to perform a duty or for negligent performance of a duty imposed by law (however, the landlord's liability could be waived to the extent a tenant was able to

- recover under an insurance policy for loss, damage, or injury caused by fire or other casualty);
5. not include waivers or alterations of a party's right to demand a trial by jury or any other right of notice or procedure required by law;
  6. not provide that a party be liable for legal costs or attorney's fees incurred by another party in excess of costs or fees specifically permitted by statute;
  7. not provide for the acquisition by the lessor (party leasing the property) of a security interest in any personal property of the tenant to assure payments of rent or other charges except as specifically permitted by statute;
  8. not include any provision which accelerates rental payment if a breach of the lease occurs, unless the amount of this payment is determined by a court;
  9. not include a provision that releases a party from a duty to mitigate damages;
  10. not require a tenant to pay rent or accept premises when the premises are in a condition which violates acceptable conditions established by law;
  11. not include any provision that waives tenant's rights regarding security deposits;
  12. not provide that a landlord may change a provision in a rental agreement without the written consent of the tenant. However, a rental agreement may provide for changes made upon written notice to the tenant of at least 30 days to comply with:
    - a) changes required by law or government rule or regulation;
    - b) changes in rules relating to the property which are required to protect the physical health, safety, or peaceful enjoyment of tenants and guests;
    - c) changes in the amount of rental payments to cover additional operating costs due to an increase in property taxes, utility and sewer services, and insurance premiums;
  13. not violate the Michigan Consumer Protection Act (Act No. 331 of 1966); and
  14. not require a tenant to give the landlord a power of attorney.

A landlord has 20 days to correct any illegal clauses brought to his or her attention by the tenant. If these clauses are not corrected by then, a tenant can bring action to void the lease and/or to prohibit the landlord from including the clause in future leases, and to recover damages of \$500 or actual damages, whichever is greater. Rental leases must comply with the Security Deposit Act, the Consumer Protection Act, the Michigan Civil Rights Act, the Handicappers' Civil Rights Act, and the Truth in Renting Act.<sup>1</sup>

Before you sign a lease...

- Understand the agreement completely
- Make sure the lease is for the period of time you plan to stay and have agreed on.
- Be sure that any verbal agreements with your landlord have been added to the lease.

Helpful hints that may prevent future problems...

- Get a copy of the lease after all parties have signed it.
- Make your payments by check or money order and specify on it exactly what the check is for.
- If you pay cash, get a receipt.
- Save all receipts and correspondence pertaining to the house until your security deposit is returned.

## SAMPLE LEASE

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<sup>1</sup> Taken from A Practical Guide for Tenants and Landlords Pg 2-4

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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.

Lease

**1. The Parties**

The parties to this agreement are \_\_\_\_\_, hereinafter called "Property Owner", and \_\_\_\_\_, hereinafter called "Tenant."

**2. Property**

Property Owner hereby lets the following property to Tenant for the term of the agreement (a) the property located at \_\_\_\_\_ and (b) the furniture and appliances on said property as described per item on the attached inventory checklist.

**3. Term**

The term of this agreement shall be for \_\_\_\_\_, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. The Property Owner shall give the Tenant actual physical possession of the demised premises at the commencement of the term.

**4. Rent**

The rental amount for said property shall be \$\_\_\_\_\_ per \_\_\_\_\_ due and payable in the following manner: \_\_\_\_\_

**5. Occupation of Premises**

The premises shall be occupied by only the following individuals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Utilities and Services**

Utilities shall be paid and services provided by the party initialed on the following chart:

	Property Owner	Tenant
Electricity	_____	_____
Gas	_____	_____
Water and Sewage	_____	_____
Garbage Collection	_____	_____
Rubbish Removal	_____	_____
Snow Removal/Yard Care	_____	_____
Storm Windows and Screens	_____	_____
Miscellaneous	_____	_____

The Property Owner shall not shut off or cause to be discontinued any utility furnished by him for the Tenant except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

**7. Security Deposit**

If a security deposit is required, Tenant shall pay Property Owner, upon execution of this Agreement, a security deposit (not to exceed 1 1/2 months rent) of \$\_\_\_\_\_ which will be deposited at \_\_\_\_\_ located at \_\_\_\_\_.

Said security deposit remains the property of the Tenant and may not be used by Property Owner except for reimbursement for actual damages to the rental unit that are the direct result of conduct not reasonably expected in the normal course of habitation of the rental unit, or for unpaid rent or utilities as provided in Public Act 348 of 1972.

Property Owner shall give Tenant two blank copies of a rental inventory list that shall include all items in the unit owned by the Property Owner. Said list must be completed by the tenant within seven (7) days after moving in. Tenant must keep a copy and send a copy to Property Owner.

“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 BE RECEIVING MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.”

Failure of notification does not prejudice Tenant’s claim for the security deposit. The Property Owner shall send the Tenant a list of damages, the cost of repair of each item, and a check to cover the balance within 30 days after the Tenant has moved out. If this is not done, Property Owner automatically agrees that the Tenant is entitled to his/her full deposit.

Tenant must notify the Property Owner within seven (7) days after he/she receives the list of damages whether he/she agrees with the damages listed or not. Failure to respond constitutes agreement by Tenant to the damages listed. If agreement cannot be reached, Property Owner must sue Tenant for damages within 45 days after Tenant has moved.

Tenant may sue Property Owner for double the security deposit held if the Property Owner has violated the provisions set forth by Public Act 348 of 1972.

**8. Tenant’s Duty to Maintain Premises**

Tenant shall dispose of all his/her rubbish and garbage in a clean and sanitary manner by placing it in the designated rubbish and garbage facilities. Tenant shall keep the dwelling unit in a clean and sanitary condition, and shall otherwise comply with all state and local laws requiring tenants to maintain premises. If there is damage to the rental unit which is a direct result of conduct by the Tenant not reasonably expected in the normal course of habitation, Tenant may repair such damage at his/her own expense. Upon Tenant’s failure to make such repairs, after reasonable written notice by the Property Owner, Property Owner may cause such repairs to be made and Tenant shall be liable for any reasonable expense thereby incurred by Property Owner.

**9. Alterations**

No alteration, addition, or improvement, that would not reasonably be expected in the normal course of habitation of the rental unit and which would cause Property Owner to incur costs to restore the unit to original condition prior to this tenancy, shall be made by Tenant in or to the dwelling unit without the prior written consent of Property Owner. Such consent shall not be unreasonably withheld.

**10. Noise**

Tenant agrees not to allow on his/her premises any excessive noise or other activity which unduly disturbs the peace and quiet of other tenants in the building or nearby neighbors. Property Owner agrees to prevent other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.

**11. Inspection of Property by Owner**

Property Owner and his/her agent may enter the dwelling unit during reasonable hours only for the following purposes: to inspect to see if the Tenant is complying with this agreement, to make repairs, and to exhibit the unit to prospective purchasers, mortgages, and tenants. Such entries shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the premises. Such entries shall take place only with the prior consent of Tenant, which consent shall not be unreasonably withheld. If, however, Property Owner or his/her agent reasonably believes that an emergency exists, such as fire, which requires an immediate entry, such entry may be made without Tenant's consent. If such emergency entry occurs, Property Owner shall, within two (2) days thereafter, notify Tenant of the date, time, and purpose of entry.

In the event that this lease should be signed as Tenant by more than one person, then the liability of the persons signing shall be joint and several.

Property Owner covenants that Tenant, upon paying the rent and performing all of the other provisions of this lease, shall peacefully and quietly have, hold and enjoy the premises during the term of this lease.

Notwithstanding anything herein to the contrary, Property Owner shall not be obligated to enter into a new lease or to agree to a continuation of possession on a month-to-month tenancy.

**12. Property Owner's Obligation to Repair and Maintain**

Property Owner shall maintain the dwelling, dwelling units and premises thereof in a decent, safe and sanitary condition in compliance with all federal, state and local laws, regulations and ordinances. In the event that repairs are needed, the Tenant should notify Property Owner or his/her agent and should allow reasonable time for compliance. Although not required by this section, requests for repairs should be in writing. If repairs are not substantially completed within a reasonable time of notification, Tenant may terminate this lease upon reasonable written notice: preferably through certified mail for the Tenant's own protection. This remedy shall not exclude any other remedy provided by law to Tenant for Property Owner's violation of this Agreement.

As repairs are now needed to comply with this section, Property Owner specifically agrees to complete the following repairs by the following dates:

Repair	Date
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Property Owner shall take reasonable measures to maintain the security of the dwelling/ dwelling units for the protection of Tenant and his/her guests from burglary, robbery and other crimes.

**13. Failure to Pay Rent or Otherwise Violating a Provision of the Lease**

Rent is to be paid by Tenant to Property Owner on or before due date. If the Tenant fails to pay rent when due, or otherwise violates a provision of this lease, Property Owner may serve a seven (7) day notice to pay rent or vacate as provided by Michigan state law.

**14. Possession of Controlled Substance**

The lease is considered terminated and the Property Owner may serve a seven (7) day notice to quit, if the Tenant, a member of the Tenant's household, or other persons under the Tenant's control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises and the Property Owner has filed the required police report.

**15. Notices**

All notices and rent receipts provided by this agreement shall be in writing and shall be given to the other party as follows:

To Tenant at the premises, \_\_\_\_\_  
Phone \_\_\_\_\_

To Property Owner at the premises, \_\_\_\_\_  
Phone \_\_\_\_\_

(name and address)

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**16. Notice of Termination**

Upon one rental period's notice, for good cause, Tenant may terminate this lease and vacate the premises. Said notice shall state good cause for termination. Good cause shall include, but not be limited to, entry into active duty with U.S. military services, employment in another community, and loss of the main source of income used to pay rent.

Substantial violation of any provision included herein may constitute grounds for termination of the lease by either party. However, if the Property Owner's primary purpose in initiating eviction procedures is to retaliate against Tenant because of Tenant's attempt to exercise or assert his/her lawful rights, no such attempt shall be valid.

Upon termination of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him/her, return all keys and leave the premises as clean as he/she found them; wear and tear that are reasonably expected in the normal course of habitation are excepted.

Property Owner shall not terminate or attempt to terminate this lease by any means other than proper legal proceedings as provided by state law.

**17. Subleasing**

Tenant shall not assign this lease or sublet the dwelling unit without the written consent of Property Owner. Such consent shall not be withheld without good reason relating to the prospective tenant's ability to comply with the provisions of this lease. This paragraph shall not prevent Tenant from accommodating guests for reasonable periods (two to three weeks); any other arrangements must be approved in writing by Property Owner.

**18. Holdovers**

If Tenant holds over on termination of this lease and Property Owner accepts Tenant's tender of the rent provided by this lease, this lease shall continue to be binding on the parties as a rental period to rental period agreement.

**19. Changing of the Lease**

No changes, additions, or subtractions from conditions of this agreement shall take effect unless mutually agreed upon in writing.

**20. Destruction of Premises**

If the premises become partially or totally destroyed during the term of this lease, either party may thereupon terminate the lease upon reasonable notice.

WHEREFORE WE, the undersigned, so hereby execute and agree to the above lease.

"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 BE RECEIVING MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE."

PROPERTY OWNERS

TENANTS

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date of signature)

\_\_\_\_\_  
(date of signature)

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.

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**Moving In**

### Inventory Checklist

Michigan law requires that a tenant complete an inventory checklist within 7 days of moving in. Two copies must be provided by the landlord. This checklist must list everything in the room/house that is owned by the landlord. There is space for you to note the condition of the property. You have the right to receive a copy of the last termination inventory checklist, which shows what claims were chargeable to the prior tenants. Make a note of anything on the premises that is not as it should be and tell the landlord about it. If repairs need to be made, get the landlord's agreement to them in writing. If you can live with the problems, get it in writing so you won't be blamed for them later.

### Security Deposits

A security deposit is a deposit, not greater than 1 1/2 months rent, paid by the tenant to the landlord to be held for the term for the rental agreement. In most cases, a security deposit is a designated sum of money returnable to the tenant on condition of return of the rental unit by the tenant under conditions required by the lease. The tenant has the right to the security deposit when he/she moves from the rental unit if the tenant does not owe the landlord any rent, does not owe for utilities and leaves the rental unit in the same condition as when he/she moved in. Security deposits are considered the tenant's property until the landlord establishes a claim on that money through court action or agreement with the tenant.

It is important to know that a security deposit includes any money the tenant gives the landlord beyond the first month's rent (except for nonrefundable fees), whether or not the landlord defines that money as a security deposit. State law limits how much a landlord may collect for a security deposit, but some landlords attempt to circumvent the law by giving deposits other names.

Landlords and tenants have rights and responsibilities under the law.

#### Landlord

- May not require a security deposit that is greater than 1 1/2 month's rent
- Remains responsible for the security deposit until (1) the landlord transfers the deposit to his/her successor and by mail notifies the tenant of the successor's name and address, (2) the successor deposits the tenant's security deposit in a regulated financial institution or posts a bond, or (3) the security deposit is returned to the tenant.
- Must notify tenant in writing, within 14 days after the tenant's occupancy, of his/her address, where the security deposit is being held (it must be in a regulated financial institution), and of the tenant's duty to supply a forwarding address, in writing, within four days after vacancy. This is often included in the body of the lease.
- Can use the security deposit for the duration of the lease if he/she posts a surety bond with the Michigan Secretary of State.
- Must give two blank tenant inventory checklist forms to the tenant at the beginning of occupancy and must fill one out at the end of occupancy. May request a receipt from the tenant for these checklists.
- Must return unclaimed portion of security deposit within 30 days after the tenant completely vacates and inform the tenant that the tenant must respond to the landlord's list of damages within seven days after receiving it. (Failure on the part of the landlord to comply with this dual requirement forfeits his/her right to claim damages.) The landlord should allow for mailing time. It is a good practice to retain some type of proof of mailing.
- Must take the tenant to court within 45 days of the end of occupancy to collect any disputed portion of the security deposit.

- Is entitled to part or all of the amount of the deposit if the tenant has failed to pay rent or utility bills, or continues to occupy the premises in whole or in part, entitling the landlord to additional rent.

#### Tenant

- Must complete an inventory checklist at the start of occupancy (within seven days of moving in).
- Must give the landlord a forwarding address within four days after moving out. If the tenant does not do this, the right to an itemized list of damages from the landlord is forfeited. However, this requirement only applies if the landlord has informed the tenant of this requirement in writing within 14 days after the tenant has moved in.
- Must respond *in writing*, if he or she disputes the charges against the security deposit, within seven days of receipt of notice. The tenant should allow for mailing time. It is a good practice to retain some type of proof of mailing.
- Has a right to the refund of the security deposit if the landlord does not send a list of damages within 30 days of the end of the occupancy and does not file the case within 45 days of the end of the occupancy.<sup>1</sup>

#### How to get Your Security Deposit Back

Remember, within four days after moving out of the rental unit, the tenant must inform the landlord in writing of a forwarding address. Within 30 days after the tenant has vacated, the landlord must mail to the tenant's new address an itemized list of any damages claimed against the tenant's security deposit. At the same time, the landlord must list the estimated cost of repair for each damaged item, the amounts and basis on which the tenant is assessed, and enclose a check or money order for the difference between damages claimed and the amount of the security deposit held by the landlord. It is important that both landlord and tenant perform their duties within the allotted time. Public Act 348 of 1972 provides guidelines for both landlords and tenants. Failure by either party to comply may result in the loss of a claim to the security deposit. If, no later than 45 days after the tenant has physically moved out and surrendered the keys, the landlord and the tenant cannot reach agreement on damage charges, the landlord must sue the tenant and secure a court judgment covering damage charges in order to rightfully retain any portion of the security deposit being withheld for physical damage or unpaid utilities. Failure of the landlord to comply with this requirement constitutes a waiver of all claimed damages and makes the landlord liable to the tenant for double the amount of the security deposit retained.<sup>2</sup>

#### Maintenance

There are three categories of maintenance problems:

1. Emergencies are situations that pose a threat to the health and safety of the tenants and require action within twenty four hours. Examples of such emergency situations are leaking gas, flooding, or a defective furnace.
2. Major problems are situations that affect the quality of the premises but do not pose a threat to the health and safety of the tenants. Examples of this are clogged drains, malfunctioning water heater, or heating problems in part of the unit.
3. Minor Problems are nuisances, such as defective locks or lighting, peeling paint, or bugs.

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<sup>1</sup> Taken from A Practical Guide for Tenants and Landlords Pg 7-8

<sup>2</sup> Taken from a Practical Guide for Tenants and Landlords Pg 9

To solve any maintenance problem, the tenant should first talk to the landlord. He/She must explain the situation, the importance of the repair, and when he/she would like it done. If the repairs are not made, the tenant should write a letter to the landlord, explaining the situation, mentioning the previous discussion and the fact that action will be taken if there are any more delays. All letters should be sent certified mail, return receipt requested. Keep a copy of the letter. It is a good idea to keep a written record of maintenance problems. Note the dates problems were first noticed, dates of conversations with the landlord, and dates of any repairs. If there is a problem with heat, keep track of the temperature in the unit. Take pictures of any defects or damages. Keep all broken parts.

Withholding rent is a right under Michigan law when a landlord fails to maintain a rental unit. The tenant should send a letter to the landlord stating why rent will be withheld and that it will be paid when the maintenance problems have been corrected. This should be done before the rent is due. The money should be deposited in an escrow account.

The next option is to pay for repairs and deduct the cost from the rent. The money may be taken from the escrow account. Three companies must be called for estimates. If it is a do-it-yourself job, go to three stores for prices of parts. Mail these estimates to the landlord, stating the cost of the repairs will be paid from the escrow account or the next month's rent. Set a date for the landlord to fix the problem and state that you will take care of the maintenance if the landlord does not act by that date. If the landlord does not respond by the set date, hire the lowest bidder or purchase the least expensive parts. Send the landlord a copy of all receipts and a letter stating that you paid for repairs and that it has been deducted from rent or the escrow account.

Remember to keep copies of everything. It is possible that the landlord may try to evict the tenant for non-payment of rent. It is vital to have complete records to present to a judge.

### Evictions

The landlord may want the tenant to leave the rental property before the time stated in the lease. There are two ways this can be done: the landlord and tenant may agree to terminate the lease or the landlord may evict the tenant. Eviction is the legal process used by a landlord to remove a tenant with or without the consent of the tenant. The landlord may seek eviction if the tenant's conduct includes any of the following:

1. nonpayment of rent;
2. damage to property;
3. causing a "serious and continuing" health hazard;
4. engaging in illegal activities related to controlled substances;
5. engaging in illegal activities not related to controlled substances;
6. violation of the terms of the rental agreement (lease);
7. failure to vacate the premises after the lease expires; and
8. failure to vacate the premises after the landlord has given timely notice to terminate the lease.<sup>1</sup>

### Eviction Timetable

1. Landlord provides a notice to quit (seven-day, 30-day, or an amount of time equal to the rental period) to the tenant.

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<sup>1</sup> Taken from A Practical Guide for Tenants and Landlords Pg. 10

2. After the required waiting period, the landlord may file a complaint with the district court, whereupon the court shall deliver or mail to the tenant (defendant) a summons to appear before the court on a certain date.
3. At the court hearing, if the tenant wins, the tenancy continues. If the tenant loses, he or she has ten days to pay the past due rent, settle the dispute, or vacate the premises.
4. After ten days (or by the date set by the court), if the tenant has not vacated, a writ of restitution is issued by the court commanding the sheriff or other authorized court officer to serve the process and restore the landlord (plaintiff) to full possession of the premises.<sup>1</sup>

### Important Points

1. Tenants are entitled to a written notice of eviction, properly served;
2. Tenants are not required to move when the eviction notice expires. Expiration of the notice only enables the landlord to file for a court hearing. If a tenant stays beyond the expiration date of a notice to quit, the landlord may request the court to order the tenant to pay court costs, including filing fees and process server fees;
3. When a summons is received, keep it and show up in court on time. If either party does not go to the hearing, he/she will probably lose the case automatically;
4. An appeal of a court's decision must be made within ten days of the decision;
5. **Only** an officer of the court can eject a tenant. A legal eviction can only occur after the landlord has won the court hearing and the appeal period expires;
6. There is legal recourse for protesting an **illegal** eviction. Consult an attorney or housing counselor for assistance; and
7. On issues of fact, both parties have the right to have a jury decide the merits of the evidence (other than in small claims court).<sup>2</sup>

Public Act 300 prohibits "self-help" evictions – this is an attempt by the landlord to remove a tenant without going through the legal process. The three most common forms are shutting off the utilities, changing the locks, and removing the tenant's belongings. In cases of "self-help" evictions, a tenant can sue to recover up to three times the amount of actual damages or \$200, whichever is greater.

### Subleasing

If for some reason you wish to leave your apartment or house, you will want to find someone to sublease the property so you do not continue to pay the rent. You are still responsible to the landlord for the rent and for any damages caused by the sublessee or guests. You are permitted to subleasing unless it is specifically prohibited in the lease.

Subleasing can be a complicated procedure. It may be best to try to get the landlord to sign a new contract with the person who is interested in subleasing. If the landlord agrees, the original tenant's lease is terminated and all responsibilities end when occupancy ends.

NOTE: If a tenant decides to move out before the end of the lease, the landlord may hold the tenant liable for all rent due. The landlord, however, must make a "reasonable" effort to re-rent the facility. If the landlord is able to re-rent, the tenant's responsibility to pay rent ends when the new tenant begins paying rent. A tenant may also be responsible for reasonable re-renting costs, such as advertising.

### Renters Insurance

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<sup>1</sup> Taken from A Practical Guide for Tenants and Landlords Pg. 11

<sup>2</sup> Taken from A Practical Guide for Tenants and Landlords Pg. 11-12

The landlord's insurance usually only covers the building and his belongings. Your belongings will need to be insured separately. Usually, your parent's or guardian's homeowners insurance will cover your belongings while you are away at college, but be sure to check. Renters insurance is not expensive. Make sure you can afford the deductible before you decide on a policy.

### Roommates

Maintaining a successful roommate relationship can be a huge challenge. You need to keep the lines of communication open. Talk, talk, talk. Talk about your lifestyles – your habits and preferences. Discuss your values – alcohol, drugs, religion, sex. Agree on the ground rules – cooking, cleaning, shopping, bills.

The most common roommate/housemate problems revolve around the following issues:

- cleanliness
- paying bills
- telephone and utilities
- pets
- roommate leaving before end of lease
- guests
- food
- study habits
- household duties
- boyfriends/girlfriends
- security
- telephone messages
- privacy
- noise
- sharing and borrowing

A roommate agreement can assist you in avoiding problems. It can also help you decide how to handle disagreements.

### Sample roommate contract.

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#### ROOMMATE CONTRACT

1. I will not disturb my roommate(s) or make loud noises while he/she/they are reading, studying, or sleeping.
2. I will clean up after myself and in addition I will do my portion of the general cleaning, cooking, maintenance, and other household chores we agree upon.
3. I will pay my portion of the rent on or before the date the rent is due.
4. I will not move or touch my roommate(s) personal belongings or property without his/her/their permission.
5. I will be considerate to my roommate's wishes regarding the visitation of personal guests and will discuss any disagreements concerning visitors with an open mind.
6. I will pay my portion of the food, telephone, utilities, and other financial obligations we agree upon.
7. I will discuss any problems we have with an open mind and will do my best to settle any conflicts peacefully.
8. I will not move out prior to the end of the lease unless I discuss it with my roommates and a decision is agreed upon.

Additions

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### Cleaning Schedule

Monday _____	_____
Name	Name
Tuesday _____	_____
Name	Name
Wednesday _____	_____
Name	Name
Thursday _____	_____
Name	Name
Friday _____	_____
Name	Name
Saturday _____	_____
Name	Name
Sunday _____	_____
Name	Name

Rent per person \_\_\_\_\_ Circle One: Weekly/Monthly

Utility Portions:

Electric	_____
Heat	_____
Water/Sewer	_____
Phone	_____

Other \_\_\_\_\_  
 (List title here)

Other \_\_\_\_\_  
 (List title here)

We the undersigned do hereby execute and agree to this roommate contract. The contract is in effect from \_\_\_\_\_ until \_\_\_\_\_.  
 M/D/Y M/D/Y

_____	_____
Date	Signature

_____	_____
Date	Signature

_____	_____
Date	Signature

_____	_____
Date	Signature

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Moving out

If you are not renewing your lease, give your landlord a written Notice of Intent to Vacate thirty days in advance. Clarify your landlord's expectations for the condition of the rental

unit. Make sure that you return the keys – you may be charged rent until you do so. The landlord is required to complete a written termination inventory checklist listing all the damages he/she claims were caused by the tenant. Within four days after moving out, the tenant must give the landlord a forwarding address. The landlord must return any unclaimed portion of the security deposit to this address within thirty days of the tenant leaving the premises and inform the tenant that he/she must respond to the landlord's list of damages within seven days of receiving it. The tenant must respond in writing if he/she disputes the damage charges. The landlord must take the tenant to court within forty five days of the end of occupancy to collect any disputed portion of the security deposit.

Right of Entry

There are four legally valid reasons for a landlord to enter a rental property:

1. to make periodic inspections
2. to make necessary repairs
3. to show the property to prospective buyers or tenants
4. in case of emergency

The landlord should not enter the property when the tenant is not home without the tenant's consent, unless it is an emergency. An emergency situation is one where a condition must be remedied immediately to prevent structural damage or personal harm to the tenants. Written notice should be left. In non-emergency situations, a mutually acceptable date and time should be arranged. If the tenant cannot be reached by phone, a notice should be securely attached to the door. If entry is made after notification but without the tenant's permission, it should be made only between 8 a.m. and 8 p.m., Monday through Friday. The landlord should leave written notice of the entry.

Utilities

		<u>Phone #'s</u>
Gas*	Semco Energy	1-800-624-2019
Electric**	Board of Light and Power (Marquette)	228-0320
	UPPCO (Negaunee, Gwinn, Ishpeming)	1-800-624-2019
Telephone	Ameritech	1-800-244-4444
Cable	Charter Communications	228-2900
Water/garbage/sewer	City of Marquette	228-0420

\*Apartments may use gas, oil, wood, or electric heat. Semco Energy is the main gas heat provider in the Marquette area.

\*\*There may be more than one electric provider in a given area.

Deposits

Semco Energy	No deposit unless there is a previous balance on an old account
Board of Light and Power	\$40.00 deposit, will be put toward your last bill. If there is any left over provide a forwarding address and B of L & P will send the remainder.
UPPCO	No deposit

Ameritech	No deposit
Charter Communications	No deposit
City of Marquette	No deposit

Charges for New Customers

Semco Energy	\$20.00 connect fee only if gas is completely shut off before you move in.
Board of Light and Power	\$20.00 service charge inside the city limits \$25.00 service charge outside the city limits
UPPCO	No specific charges
Ameritech	Installation charge \$42.00 (one time fee)
Charter Communications	
City of Marquette	Check City of Marquette website at <a href="http://www.mqtcty.org">www.mqtcty.org</a>

Basic Costs

Semco Energy	Call to find out an average bill for the apartment you are thinking of renting.
Board of Light and Power	Call to find out an average bill for the apartment you are thinking of renting.
UPPCO	Call the company or check their website <a href="http://www.uppco.wpsr.com">www.uppco.wpsr.com</a>
Ameritech	Installation charge \$42.00 (one time fee) <u>Calling plans</u> Economy \$29.95 Sensible Solution \$42.95 Complete Solution \$49.95
Charter Communications	Digital MVP Plus \$79.95 Digital Choice \$69.95 Digital Select \$59.95 Digital Complete Basic \$49.95 Digital Access \$44.95 For More package options and current specials please feel free to contact the Charter customer service department for details at (906) 228-2900, 104 N. Front Street in Marquette, Monday thru Friday from 9:00 A.M. to 6:00 P.M. and Saturdays from 9:00 A.M. to 12:00 P.M. <a href="http://www.charter.com">www.charter.com</a> .

Charter representatives will be available on Campus during the Fall Fest 2002. Stop by for a listing of current specials.

City of Marquette

Check website at [www.mqtcty.org](http://www.mqtcty.org). Marquette requires residents to purchase Marquette garbage bags at \$8.50 for ten bags. These can be purchased at most grocery stores and Wal-mart in the regular bag aisle. There is a \$6.00 deposit for recycle bins which you will get back if the bin is returned in good condition with a receipt. Yard waste is picked up two times a year in the spring and fall. Check the website or The Mining Journal for approximate days and times.

Bill Breakdown (also on website)

Water	\$20.38
Sewer	\$17.84
Garbage	\$6.75
Stormwater	<u>\$1.65</u>
Total	\$46.62

Important Phone Numbers

Fire Dept – 911 (Emergencies only)  
Non-emergency 228-0410

Police – 911 (Emergencies only)  
Non-emergency 228-0400

NMU Public Safety – 911 (Emergencies only)  
Non-emergency 227-2151

Garbage and Recycling Pick-up 228-2028

Regulations

Pets  
Alcohol  
Noise  
Fireworks  
Littering  
Nudity  
Occupancy Limits  
Parking  
Trash and Debris