

ADDITIONAL SECURITY DEPOSIT INFORMATION:

As required by Michigan law regarding use of security deposits, the Landlord will make use of inventory checklists at the beginning and ending of occupancy and will provide the Tenant(s) an inventory checklist when the Tenant(s) assume possession of the rental unit. The Tenant(s) will note the condition of the unit and its furnishings and return the form to the Landlord within 7 days. The Tenant(s) is/are entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the last prior Tenant(s).

The Landlord may use the security deposit only for: 1) actual damages that are the result of conduct not reasonable expected in the normal course of habitation of the dwelling; 2) past due rent and rent due for premature termination of this agreement; and 3) utility bills not paid by Tenant(s).

As required by Michigan Law regarding use of security deposits, where there are charges against the security deposit the Landlord will mail an itemized list of the damage charges and other costs to the Tenant(s) within 30 days of the ending occupancy along with a check or money order for the difference between these charges and the total amount of the deposit. The Tenant(s) must respond within 7 days of receipt of this itemized list to secure full rights. If agreement is not reached about the amount claimed, the Landlord must begin court action within 45 days after the ending of occupancy and obtain a money judgement for the disputed amount before retaining any portion of it.

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.

*If you have given the Security Deposit to a tenant who is subletting to you, rather than the Landlord, you must give the notice of your forwarding address within 4 days to that tenant.

MEDIATION

All parties to this agreement agree that The University of Michigan Off-Campus Housing Program and/or The University of Michigan Student Mediation Services will act as mediator in any dispute involving University of Michigan students that may arise between the parties and that: a) all parties will make a reasonable and good faith effort to settle such disputes through mediation; b) any party to this lease may request mediation; c) program staff and/or mediators may enter and inspect the premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of the parties.

STATE OF MICHIGAN TRUTH IN RENTING NOTICE:

“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.”

Some things your Landlord writes in the lease or says to you may not be correct representations of your rights.

Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.

NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.