

HOUSE BILL NO. 5761

May 30, 2024, Introduced by Reps. Neeley, Wilson, Weiss, Price, O'Neal, Hope, Morgan, Tsernoglou and Brenda Carter and referred to the Committee on Economic Development and Small Business.

A bill to amend 1846 RS 66, entitled
"Of estates in dower, by the curtesy, and general provisions
concerning real estate,"
by amending section 39 (MCL 554.139).

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 39. (1) In every lease or license of residential
2 premises, the lessor or licensor **makes both of the following**
3 covenants:

4 (a) That the premises and all common areas are fit for the use
5 intended by the parties.

1 (b) To keep the premises in reasonable repair during the term
2 of the lease or license, and to comply with the applicable health
3 and safety laws of the state and of the local unit of government
4 where the premises are ~~is~~ located, except when the disrepair or
5 violation of the applicable health or safety laws has been caused
6 by the ~~tenants~~ **lessee's or licensee's** wilful or irresponsible
7 conduct or lack of conduct.

8 ~~(2) The parties to the lease or license may modify the~~
9 ~~obligations imposed by this section where the lease or license has~~
10 ~~a current term of at least 1 year.~~

11 ~~(2) (3) The provisions of this section shall~~ **Subsection (1)**
12 **must** be liberally construed, and the privilege of a prospective
13 lessee or licensee to inspect the premises before concluding a
14 lease or license ~~shall~~ **must** not defeat ~~his~~ **the prospective lessee's**
15 **or licensee's** right to have the benefit of the covenants
16 established ~~herein~~ **under subsection (1)**.

17 **(3) A lessee or licensee shall notify a lessor or licensor in**
18 **writing of a defective condition on the premises. On receipt of a**
19 **written notice required under this subsection or otherwise having**
20 **actual notice of a defective condition, and subject to subsection**
21 **(4), a lessor or licensor shall commence repairs in accordance with**
22 **all of the following:**

23 **(a) If the defective condition deprives the lessee or licensee**
24 **of hot or cold water, including working plumbing fixtures, heat, or**
25 **electricity, the defective condition is imminently hazardous to**
26 **life, or the defective condition is hazardous to the health and**
27 **safety of the lessee or licensee, including, but not limited to,**
28 **the presence of bedbugs or other pest, or the presence or**
29 **reasonable suspicion of the presence of mold, the lessor or**

1 licensor shall commence repairs or removal not more than 24 hours
2 after receipt of the written notice.

3 (b) If the defective condition deprives the lessee or licensee
4 of the use of the refrigerator, the range or oven, or other
5 appliances supplied by the lessor or licensor, the lessor or
6 licensor shall commence repairs not later than 72 hours after the
7 receipt of the written notice.

8 (c) In all other cases, the lessor or licensor shall commence
9 repairs not more than 10 days after receipt of the written notice.

10 (4) Notwithstanding subsection (3), if the lessee or licensee
11 interferes with the ability of the lessor or licensor to commence
12 repairs or removal or there are circumstances beyond the control of
13 the lessor or licensor that interferes with the ability of the
14 lessor or licensor to commence repairs or removal within the time
15 period specified under subsection (3), the lessor or licensor shall
16 commence repairs or removal as soon as practicable.

17 (5) The written notice required under subsection (3) must be
18 made in a manner reasonably calculated to give actual notice of the
19 defective condition to the lessor or licensor, including, but not
20 limited to, any of the following:

21 (a) By email. For purposes of this subdivision, the lessee or
22 licensee must ensure that the written notice is sent to an email
23 address that the lessor or licensor provided to the lessee or
24 licensee or previously used to communicate with the lessee or
25 licensee.

26 (b) By personal delivery of the written notice to the lessor
27 or licensor, signed by the lessor or licensor, and of which the
28 lessee or licensee retains a copy or image.

29 (c) By submitting the written notice through an electronic

1 portal specified by the lessor or licensor in the lease or license
2 for communications.

3 (d) In any other manner of transmitting written communication
4 that the lessee or licensee has previously used to communicate with
5 the lessor or licensor and the lessor or licensor has previously
6 accepted, or that the lessor or licensor has notified the lessee or
7 licensee is a manner of contacting the lessor or licensor. The
8 manner of transmitting written communication under this subdivision
9 includes, but is not limited to, text messages on a wireless 2-way
10 communication device.

11 (6) As used in this section, "lessor or licensor" includes an
12 agent of the lessor or licensor.