

HOUSE BILL NO. 5766

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

A bill to amend 1972 PA 348, entitled

"An act to regulate relationships between landlords and tenants relative to rental agreements for rental units; to regulate the payment, repayment, use and investment of security deposits; to provide for commencement and termination inventories of rental units; to provide for termination arrangements relative to rental units; to provide for legal remedies; and to provide penalties,"

by amending sections 3, 9, 10, 11, 12, and 13 (MCL 554.603, 554.609, 554.610, 554.611, 554.612, and 554.613).

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 3. A landlord shall not require a security deposit unless

1 ~~he-the~~ **landlord** notifies the tenant no later than 14 days from the
2 date a tenant assumes possession in a written instrument of the
3 landlord's name, ~~and address, for receipt of communications~~ **email**
4 **address, cellular telephone number, or any other means of receiving**
5 **written communication** under this act, the name and address of the
6 financial institution or surety required by section 4, and the
7 tenant's obligation to provide in writing a forwarding mailing
8 address, **an email address, a cellular telephone number, or any**
9 **other means of receiving written communication** to the landlord
10 within 4 days after termination of occupancy. The notice ~~shall~~ **must**
11 include the following statement in 12 point boldface type ~~which~~
12 **that** is at least 4 points larger than the body of the notice or
13 lease agreement: "You must notify your landlord in writing within 4
14 days after you move of a forwarding **mailing address, an email**
15 **address, a cellular telephone number, or any other means of**
16 **receiving written communication** where you can be reached and where
17 you will receive mail, **email, text messages, or written**
18 **communication**; otherwise your landlord ~~shall be~~ **is** relieved of
19 sending you an itemized list of damages and the penalties adherent
20 to that failure." Failure to provide the information relieves the
21 tenant of ~~his-the~~ **tenant's** obligation ~~relative to notification of~~
22 **notify** the landlord of ~~his-the~~ **tenant's** forwarding mailing address,
23 **email address, cellular telephone number, or any other means of**
24 **receiving written communication.**

25 Sec. 9. (1) In case of damage to the rental unit or other
26 obligation against the security deposit, the landlord shall ~~mail~~
27 **send** to the tenant, within ~~30-15~~ days after the termination of
28 occupancy, **a notice of damages that contains** an itemized list of
29 damages claimed for which the security deposit may be used as

1 provided in section 7, including the estimated cost of repair of
2 each property damaged item and the amounts and bases on which ~~he~~
3 **the landlord** intends to assess the tenant. ~~The list shall~~ **The**
4 **notice of damages must include the following statement in 12 point**
5 **boldface type that must be at least 4 points larger than the body**
6 **of the notice: "You must respond to this notice by mail, email, or**
7 **text message, within 7 days after receipt of the notice, otherwise**
8 **you will forfeit the amount claimed for damages."**

9 (2) The notice of damages required under subsection (1) must
10 be sent to the tenant in a manner reasonably calculated to give
11 actual notice of damages claimed for which the security deposit may
12 be used as provided in section 7, including, but not limited to,
13 any of the following:

14 (a) By ordinary mail.

15 (b) By email. For purposes of this subdivision, the landlord
16 must ensure that the notice of damages is sent to an email address
17 that the tenant provided to the landlord or previously used to
18 communicate with the landlord.

19 (c) In any other manner of transmitting written communication
20 that the landlord has previously used to communicate with the
21 tenant and the tenant has previously accepted, or that the tenant
22 has notified the landlord in a manner of contacting the tenant. The
23 manner of transmitting written communication under this subdivision
24 includes, but is not limited to, text messages on a wireless 2-way
25 communication device.

26 (3) Either of the following applies to a notice of damages
27 sent pursuant to subsection (1):

28 (a) If a landlord sends the notice of damages to a tenant by
29 ordinary mail, the notice of damages must be accompanied by a check

1 or money order for the difference between the damages claimed and
2 the amount of the security deposit held by the landlord and ~~shall~~
3 **must** not include any damages that were claimed on a previous
4 termination inventory checklist prior to the tenant's occupancy of
5 the rental unit. ~~The notice of damages shall include the following~~
6 ~~statement in 12 point boldface type which shall be at least 4~~
7 ~~points larger than the body of the notice: "You must respond to~~
8 ~~this notice by mail within 7 days after receipt of same, otherwise~~
9 ~~you will forfeit the amount claimed for damages."~~

10 **(b) If a landlord sends the notice of damages by any means**
11 **described in subsection (2) (b) or (c), the landlord shall send the**
12 **check or money order described under subdivision (a) by ordinary**
13 **mail to the tenant within 7 days after sending the notice of**
14 **damages to the tenant.**

15 Sec. 10. Failure by the landlord to comply with the notice of
16 damages requirement within ~~the 30~~ **15** days after the termination of
17 occupancy ~~, constitutes agreement by the landlord that no damages~~
18 ~~are due and he~~ **that the landlord shall immediately remit to the**
19 ~~tenant immediately the full security deposit~~ **to the tenant.**

20 Sec. 11. The tenant shall notify the landlord in writing at
21 the address, **email address, cellular telephone number, or any other**
22 **means of receiving written communication** given under section ~~4-3~~
23 within 4 days after termination of ~~his~~ **the tenant's** occupancy of ~~an~~
24 **a forwarding mailing address, an email address, a cellular**
25 **telephone number, or any other means of receiving written**
26 **communication** at which communications ~~pursuant to this act~~ may be
27 received **under this act**. Failure to comply with this requirement
28 relieves the landlord of the requirement of notice of damages but
29 does not prejudice a tenant's subsequent claim for the security

1 deposit.

2 Sec. 12. **(1)** If a landlord claims damages to a rental unit and
3 gives notice of damages as required, the tenant upon receipt of the
4 list of damages shall respond ~~by ordinary mail to the address~~
5 ~~provided by the landlord as required by section 3 within 7 days,~~
6 indicating in detail ~~his~~ **the tenant's** agreement or disagreement to
7 the damage charges listed. ~~For the purposes of this section the~~
8 ~~date of mailing shall be considered the date of the tenant's~~
9 ~~response.~~

10 **(2)** The written response required under subsection (1) must be
11 made in a manner reasonably calculated to give actual notice of the
12 tenant's agreement or disagreement to the damage charges listed to
13 the landlord, including, but not limited to, any of the following:

14 (a) By ordinary mail. For purposes of this subdivision, the
15 date of the mailing is considered the date of the tenant's
16 response.

17 (b) By email. For purposes of this subdivision, the tenant
18 must ensure that the written response is sent to an email address
19 that the landlord provided to the tenant or previously used to
20 communicate with the tenant.

21 (c) By personal delivery of the written response to the
22 landlord, signed by the landlord, and of which the tenant retains a
23 copy or image.

24 (d) In any other manner of transmitting written communication
25 that the tenant has previously used to communicate with the
26 landlord and the landlord has previously accepted, or that the
27 landlord has notified the tenant in a manner of contacting the
28 landlord. The manner of transmitting written communication under
29 this subdivision includes, but is not limited to, text messages on

1 **a wireless 2-way communication device.**

2 Sec. 13. (1) Within 45 days after termination of the occupancy
3 and not ~~thereafter~~ **after the 45 days**, the landlord may commence an
4 action in a court of competent jurisdiction for a money judgment
5 for damages ~~which he has claimed~~ **that the landlord claims** or ~~in~~
6 ~~lieu thereof~~ return the balance of the security deposit held by ~~him~~
7 **the landlord** to the tenant or any amount mutually agreed upon in
8 writing by the parties. A landlord ~~shall~~ **is** not ~~be~~ entitled to
9 retain any portion of a security deposit for damages claimed unless
10 ~~he has any of the following apply:~~

11 **(a) The landlord** first ~~obtained~~ **obtains** a money judgment for
12 the disputed amount. ~~or filed~~

13 **(b) The landlord files** with the court satisfactory proof of an
14 inability to obtain service on the tenant. ~~or unless:~~

15 **(c) (a)** The tenant has failed to provide a forwarding **mailing**
16 address, **an email address, a cellular telephone number, or any**
17 **other means of receiving written communication** as required ~~by~~ **under**
18 section 11.

19 **(d) (b)** The tenant has failed to respond to the notice of
20 damages as required ~~by~~ **under** section 12.

21 **(e) (c)** The parties have agreed in writing to the disposition
22 of the balance of the deposit claimed by the landlord.

23 ~~(d) The amount claimed is entirely based upon accrued and~~
24 ~~unpaid rent equal to the actual rent for any full rental period or~~
25 ~~portion thereof during which the tenant has had actual or~~
26 ~~constructive possession of the premises.~~

27 (2) This section does not prejudice a landlord's right to
28 retain any security deposit funds as satisfaction or partial
29 satisfaction of a money judgment obtained pursuant to summary

1 proceedings filed ~~pursuant to~~**under** chapter 57 of ~~Act No. 236~~ of
2 the Public Acts of 1961, as amended, being sections ~~600.5701 to~~
3 ~~600.5759~~ of the Compiled Laws of 1948 **the revised judicature act of**
4 **1961, 1961 PA 236, MCL 600.5701 to 600.5759**, or other proceedings
5 at law. Failure of the landlord to comply fully with this section
6 constitutes waiver of all claimed damages and makes ~~him~~**the**
7 **landlord** liable to the tenant for double the amount of the security
8 deposit retained.