

HOUSE BILL No. 4719

June 8, 2017, Introduced by Reps. Iden, Webber, Lucido, Kesto, Cole, VanSingel, Miller and Tedder and referred to the Committee on Law and Justice.

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 the title and section 1 (MCL 554.601), section 1 as amended by 1995 PA 79, and by adding sections 1d, 1e, 1f, and 1g.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

TITLE

An act to regulate relationships between landlords and tenants relative to rental agreements for rental units; **TO PROVIDE FOR THE RESPONSIBILITIES OF LANDLORDS AND TENANTS FOR THE CONTROL OF CERTAIN PESTS IN RENTAL UNITS;** to regulate the payment, repayment, use, and investment of security deposits; to provide for commencement and termination inventories of rental units; to

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1 provide for termination arrangements relative to rental units; to
2 provide for legal remedies; and to provide penalties.

3 Sec. 1. As used in this act:

4 (A) "ACCREDITED CANINE TEAM" MEANS A HANDLER AND DOG TEAM
5 CERTIFIED BY AN INDEPENDENT ORGANIZATION ACCORDING TO COMMONLY
6 ACCEPTED INDUSTRY STANDARDS FOR ENTOMOLOGICAL SCENT DETECTION.

7 (B) "BEDBUG" MEANS AN INSECT OF THE SPECIES CIMEX LECTULARIUS.

8 (C) "CONTROL" OR "CONTROLLING" MEANS INSPECTING, CLEANING,
9 VACUUMING, CONDUCTING THERMAL REMEDIATION, PROPERLY DISPOSING OF
10 PROPERTY, AND ARRANGING OR SCHEDULING TREATMENTS.

11 (D) "INFESTATION" MEANS AND "INFESTED" REFERS TO THE PRESENCE
12 OF LIVE BEDBUGS OR VIABLE BEDBUG EGGS.

13 (E) "LANDLORD" MEANS ANY OF THE FOLLOWING:

14 (i) THE OWNER, LESSOR, OR SUBLESSOR OF THE RENTAL UNIT OR THE
15 PROPERTY OF WHICH IT IS A PART.

16 (ii) A PERSON AUTHORIZED TO EXERCISE ANY ASPECT OF THE
17 MANAGEMENT OF A RENTAL UNIT OR THE PROPERTY OF WHICH IT IS A PART,
18 INCLUDING A PERSON WHO, DIRECTLY OR INDIRECTLY, ACTS AS A RENTAL
19 AGENT OR RECEIVES RENT, OTHER THAN AS A BONA FIDE PURCHASER,
20 WHETHER OR NOT THAT PERSON HAS AN OBLIGATION TO DELIVER THE RENT
21 PAYMENTS TO ANOTHER PERSON.

22 (F) "PEST MANAGEMENT PROFESSIONAL" MEANS A COMMERCIAL
23 APPLICATOR AS DEFINED IN SECTION 8302 OF THE NATURAL RESOURCES AND
24 ENVIRONMENTAL PROTECTION ACT, 1994 PA 451, MCL 324.8302, WHO IS
25 LICENSED UNDER SECTION 8313 OF THE NATURAL RESOURCES AND
26 ENVIRONMENTAL PROTECTION ACT, 1994 PA 451, MCL 324.8313.

27 (G) "RENTAL AGREEMENT" MEANS AN AGREEMENT THAT ESTABLISHES OR

1 **MODIFIES THE TERMS, CONDITIONS, OR OTHER PROVISIONS CONCERNING THE**
 2 **USE AND OCCUPANCY OF A RENTAL UNIT.**

3 (H) ~~(a)~~—"Rental unit" means a structure or part of a structure
 4 used as a home, residence, or sleeping unit by a single person or
 5 household unit, or any grounds, or other facilities or area
 6 promised for the use of a residential tenant and includes, but
 7 without limitation, apartment units, boarding houses, rooming
 8 houses, mobile home spaces, and single and 2-family dwellings.

9 ~~— (b) "Rental agreement" means an agreement that establishes or~~
 10 ~~modifies the terms, conditions, rules, regulations, or any other~~
 11 ~~provisions concerning the use and occupancy of a rental unit.~~

12 ~~— (c) "Landlord" means the owner, lessor, or sublessor of the~~
 13 ~~rental unit or the property of which it is a part and, in addition,~~
 14 ~~means a person authorized to exercise any aspect of the management~~
 15 ~~of the premises, including a person who, directly or indirectly,~~
 16 ~~acts as a rental agent, receives rent, other than as a bona fide~~
 17 ~~purchaser, and who has no obligation to deliver the receipts to~~
 18 ~~another person.~~

19 ~~— (d) "Tenant" means a person who occupies a rental unit for~~
 20 ~~residential purposes with the landlord's consent for an agreed upon~~
 21 ~~consideration.~~

22 (I) ~~(e)~~—"Security deposit", **SUBJECT TO SUBDIVISION (J)**, means
 23 a deposit ~~, in any amount,~~ paid by the tenant to the landlord or
 24 his or her agent to be held for the term of the rental agreement,
 25 or any part of the term, and includes any **ALL OF THE FOLLOWING:**

26 (i) **ANY** required prepayment of rent other than the first full
 27 rental period of the lease agreement. ~~;~~ any

1 (ii) **ANY** sum required to be paid as rent in any rental period
2 in excess of the average rent for the term. ~~; and any~~

3 (iii) **ANY** other amount of money or property returnable to the
4 tenant on condition of return of the rental unit by the tenant in
5 condition as required by the rental agreement.

6 (J) "Security deposit" does not include either of the
7 following:

8 (i) An amount paid for an option to purchase, pursuant to a
9 lease with **AN** option to purchase, unless it is shown the intent was
10 to evade this act.

11 (ii) An amount paid as a subscription for or purchase of a
12 membership in a cooperative housing association incorporated under
13 the laws of this state. As used in this subparagraph, "cooperative
14 housing association" means a consumer cooperative that provides
15 dwelling units to its members.

16 (K) ~~(F)~~ "Senior citizen housing" means housing for individuals
17 62 years of age or older that is subsidized in whole or in part
18 under any local, state, or federal program.

19 (L) **"TENANT" MEANS AN INDIVIDUAL WHO OCCUPIES A RENTAL UNIT**
20 **FOR RESIDENTIAL PURPOSES WITH THE LANDLORD'S CONSENT FOR AN AGREED-**
21 **UPON CONSIDERATION.**

22 (M) **"THERMAL REMEDIATION" MEANS USING INTENSE TEMPERATURE TO**
23 **ERADICATE BEDBUGS.**

24 (N) **"TREAT", "TREATING", OR "TREATMENT" MEANS OR REFERS TO**
25 **APPLYING PESTICIDES OR OTHER CHEMICALS OR USING OTHER METHODS**
26 **COMMON TO THE PEST CONTROL INDUSTRY TO ERADICATE BEDBUGS.**

27 **SEC. 1D. (1) A LANDLORD SHALL NOT ENTER INTO A LEASE AGREEMENT**

1 IF THE LANDLORD KNOWS THE RENTAL UNIT IS INFESTED.

2 (2) WHEN A LANDLORD ENTERS INTO A LEASE AGREEMENT FOR A RENTAL
3 UNIT IN A MULTIPLE-UNIT DWELLING, THE LANDLORD SHALL PROVIDE THE
4 TENANT WRITTEN INFORMATION, BY HARD COPY OR ELECTRONIC MAIL, OR AN
5 INTERNET LINK TO WRITTEN INFORMATION ABOUT FINDING AND IDENTIFYING
6 BEDBUGS AND MAINTAINING A RENTAL UNIT FREE FROM BEDBUGS.

7 (3) A LANDLORD SHALL MAINTAIN THE LANDLORD'S RENTAL PREMISES
8 FREE FROM BEDBUGS.

9 (4) WITHIN 7 DAYS AFTER RECEIVING WRITTEN HARD COPY OR
10 ELECTRONIC MAIL NOTICE FROM A TENANT OR OTHER RELIABLE SOURCE OF A
11 SUSPECTED INFESTATION IN THE TENANT'S RENTAL UNIT, THE LANDLORD
12 SHALL SCHEDULE AN INSPECTION OF THE RENTAL UNIT FOR BEDBUGS BY A
13 PEST MANAGEMENT PROFESSIONAL OR ACCREDITED CANINE TEAM.

14 (5) WITHIN 7 DAYS AFTER AN INFESTATION IN A RENTAL UNIT IS
15 CONFIRMED BY AN INSPECTION UNDER SUBSECTION (4), THE LANDLORD SHALL
16 DO BOTH OF THE FOLLOWING:

17 (A) BEGIN CONTROL. IF IT IS NECESSARY TO TREAT THE RENTAL
18 UNIT, THE LANDLORD SHALL EMPLOY A PEST MANAGEMENT PROFESSIONAL FOR
19 THAT PURPOSE.

20 (B) SCHEDULE AN INSPECTION OF THE ADJOINING RENTAL UNITS.

21 SEC. 1E. (1) IF A RENTAL UNIT IS FREE FROM BEDBUGS, THE TENANT
22 SHALL MAINTAIN THE RENTAL UNIT FREE FROM BEDBUGS.

23 (2) A TENANT SHALL INSPECT A RENTAL UNIT FOR INFESTATION WHEN
24 THE TENANT FIRST OCCUPIES THE RENTAL UNIT.

25 (3) A TENANT SHALL NOT MOVE ITEMS THAT ARE INFESTED INTO THE
26 RENTAL UNIT.

27 (4) IF, AT ANY TIME DURING A TENANT'S OCCUPANCY OF A RENTAL

1 UNIT, THE TENANT DISCOVERS OR SUSPECTS THAT THE RENTAL UNIT IS
2 INFESTED, THE TENANT SHALL NOTIFY THE LANDLORD IN WRITING, BY HARD
3 COPY OR ELECTRONIC MAIL, WITHIN 2 DAYS AFTER DISCOVERING OR FIRST
4 SUSPECTING AN INFESTATION. THE NOTICE CONSTITUTES PERMISSION BY THE
5 TENANT FOR THE LANDLORD, A PEST MANAGEMENT PROFESSIONAL, AND AN
6 ACCREDITED CANINE TEAM TO ENTER THE TENANT'S RENTAL UNIT FOR
7 CONTROL AND TREATMENT.

8 (5) A TENANT SHALL DO ALL OF THE FOLLOWING:

9 (A) GRANT REASONABLE ACCESS TO THE RENTAL UNIT TO THE
10 LANDLORD, THE LANDLORD'S PEST MANAGEMENT PROFESSIONAL, AND AN
11 ACCREDITED CANINE TEAM FOR CONTROL AND TREATMENT.

12 (B) COMPLY WITH THE CONTROL PROTOCOL ESTABLISHED BY THE
13 LANDLORD OR THE LANDLORD'S PEST MANAGEMENT PROFESSIONAL.

14 (6) A VIOLATION OF SUBSECTION (5) CONSTITUTES A SERIOUS AND
15 CONTINUING HEALTH HAZARD.

16 (7) A TENANT SHALL NOT TREAT A RENTAL UNIT.

17 SEC. 1F. (1) IF A TENANT OR THE TENANT'S GUEST CAUSES AN
18 INFESTATION, THE TENANT SHALL PAY THE COST OF CONTROL AND TREATMENT
19 OF THE RENTAL UNIT AND OTHER AREAS WHERE BEDBUGS HAVE SPREAD. THE
20 COST IS CONSIDERED ADDITIONAL RENT OWED BY THE TENANT.

21 (2) EXCEPT IN THE CASE OF NEGLIGENCE, THE LANDLORD IS NOT
22 LIABLE FOR DAMAGES RESULTING FROM AN INFESTATION OR FROM CONTROL OR
23 TREATMENT.

24 (3) NOTWITHSTANDING ANY OTHER PROVISION OF THIS ACT, THE
25 LANDLORD AND TENANT MAY AGREE IN WRITING, BY HARD COPY OR
26 ELECTRONIC MAIL, HOW RESPONSIBILITY IS ASSIGNED FOR COSTS RESULTING
27 FROM AN INFESTATION, INCLUDING, BUT NOT LIMITED TO, COSTS OF

1 CONTROL OR TREATMENT. FOR PROPERTY AIDED OR INSURED BY THE STATE OR
2 FEDERAL GOVERNMENT, THE AGREEMENT IS SUBJECT TO APPLICABLE
3 REQUIREMENTS OF THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY OR
4 THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
5 RESPECTIVELY.

6 (4) IN DETERMINING WHETHER THE LANDLORD OR A TENANT IS
7 RESPONSIBLE FOR AN INFESTATION IN A RENTAL UNIT, A COURT SHALL
8 CONSIDER THE TOTALITY OF THE CIRCUMSTANCES.

9 SEC. 1G. (1) EXCEPT AS PROVIDED IN SUBSECTION (2), A COUNTY OR
10 MUNICIPALITY SHALL NOT ADOPT OR ENFORCE AN ORDINANCE THAT IMPOSES
11 REQUIREMENTS ON LANDLORDS OR TENANTS FOR CONTROL OR TREATMENT AND
12 THAT EXTENDS, REVISES, OR CONFLICTS WITH SECTION 1D, 1E, OR 1F.

13 (2) SUBSECTION (1) DOES NOT PROHIBIT THE ADOPTION OF AN
14 ORDINANCE IMPOSING REQUIREMENTS FOR THE PROPER DISPOSAL OF ITEMS
15 THAT ARE INFESTED WITH BEDBUGS.

16 Enacting section 1. This amendatory act takes effect 90 days
17 after the date it is enacted into law.