

HOUSE BILL NO. 5767

May 30, 2024, Introduced by Reps. Edwards, 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 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 section 1b (MCL 554.601b), as added by 2010 PA 199.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 1b. (1) A tenant who has a reasonable apprehension of
2 present danger to the tenant or ~~his or her~~ **the tenant's** child from

1 domestic violence, sexual assault, or stalking while that ~~person~~
2 **individual** is a tenant ~~shall~~**must** be released from ~~his or her~~**the**
3 **tenant's** rental ~~payment~~**agreement** obligation in accordance with the
4 requirements of this section after submittal of written notice of
5 ~~his or her~~**the tenant's** intent to seek a release **from the tenant's**
6 **rental agreement obligation** and written documentation that the
7 tenant has a reasonable apprehension of present danger to the
8 tenant or ~~his or her~~**the tenant's** child from domestic violence,
9 sexual assault, or stalking. ~~Submittal of written notice shall be~~
10 ~~made by certified mail.~~A rental agreement may contain a provision
11 stating "A tenant who has a reasonable apprehension of present
12 danger to ~~him or her~~**the tenant** or ~~his or her~~**the tenant's** child
13 from domestic violence, sexual assault, or stalking may have
14 special statutory rights to seek a release of rental **agreement**
15 obligation under MCL 554.601b.". If the rental agreement does not
16 contain such a provision, the landlord shall post written notice
17 visible to a reasonable person in the landlord's property
18 management office or deliver written notice to the tenant when the
19 lease agreement is signed. The content of the written notice ~~shall~~
20 **must** be identical to the provision in this section. **Submittal of**
21 **the written notice to seek a release from rental agreement**
22 **obligation must be made in a manner reasonably calculated to give**
23 **actual notice of the tenant's reasonable apprehension of present**
24 **danger to the tenant or the tenant's child from domestic violence,**
25 **sexual assault, or stalking to the landlord, including, but not**
26 **limited to, any of the following:**

27 (a) By certified mail.

28 (b) By email. For purposes of this subdivision, the tenant
29 must ensure that the written notice is sent to an email address

1 that the landlord provided to the tenant or previously used to
2 communicate with the tenant.

3 (c) By personal delivery of the written notice to the
4 landlord, signed by the landlord, and of which the tenant retains a
5 copy or image.

6 (d) By submitting the written notice through an electronic
7 portal specified by the landlord in the rental agreement for
8 communications.

9 (e) In any other manner of transmitting written communication
10 that the tenant has previously used to communicate with the
11 landlord and the landlord has previously accepted, or that the
12 landlord has notified the tenant is a manner of contacting the
13 landlord. The manner of transmitting written communication under
14 this subdivision includes, but is not limited to, text messages on
15 a wireless 2-way communication device.

16 (2) The tenant shall include in the submittal required under
17 subsection (1) a written statement that the tenant ~~or a child of~~
18 ~~the tenant~~ has a reasonable apprehension of present danger **to the**
19 **tenant or the tenant's child** from domestic violence, sexual
20 assault, or stalking. For purposes of releasing a tenant from ~~his~~
21 ~~or her~~ **the tenant's** obligation to pay rent, the tenant is released
22 from an obligation to pay rent no later than the ~~first day of the~~
23 ~~second month that rent is due~~ **fifteenth day** after **the date the**
24 **written notice to seek a release from the tenant's rental agreement**
25 **obligation** is given. A release of a rental **agreement** obligation
26 under this section does not apply to prepaid amounts, including,
27 but not limited to, prepayment of **the** first and last months' rent.
28 A release of rental **agreement** obligation under this section does
29 not take effect before the tenant vacates the premises. Nothing in

1 this section ~~shall prevent~~ **prevents** a landlord from withholding
2 security deposits pursuant to section 13(1)(d). This subsection
3 does not affect other sums that may be withheld by the landlord
4 under this act or other applicable law.

5 (3) The requirement in subsection (1) that a tenant ~~provide~~
6 **submit** written documentation that the tenant has a reasonable
7 apprehension of present danger to the tenant or ~~his or her~~ **the**
8 **tenant's** child from domestic violence, sexual assault, or stalking
9 is satisfied by providing 1 or more of the following written
10 documents to the landlord:

11 (a) A valid personal protection order or foreign protection
12 order as defined in section 2950h of the revised judicature act of
13 1961, 1961 PA 236, MCL 600.2950h, or an order removing an abusive
14 person from a home under ~~MCL 712A.13a(4)~~, **section 13a(4) of chapter**
15 **XIIIA of the probate code of 1939, 1939 PA 288, MCL 712A.13a**, issued
16 by a court of competent jurisdiction that remains in effect on the
17 date of submittal.

18 (b) A valid probation order, conditional release order, or
19 parole order that is still in effect on the date of submittal if
20 the probation order, conditional release order, or parole order
21 indicates that the individual subject to the order is subject to
22 conditions reasonably necessary to protect the tenant or child of
23 the tenant, including a condition that the individual is to have no
24 contact with the tenant or child of the tenant.

25 (c) A written police report ~~that has resulted in the filing of~~
26 ~~charges by the prosecuting attorney that has jurisdiction over the~~
27 ~~matter if the charges were filed not more than 14 days before~~
28 ~~submittal of the written notice required under subsection (1).~~

29 ~~(d) A written police report that has resulted in the filing of~~

1 ~~charges by the prosecuting attorney that has jurisdiction over the~~
 2 ~~matter if the charges were filed more than 14 days before submittal~~
 3 ~~of the written notice required under subsection (1). A tenant who~~
 4 ~~uses a police report under this subdivision shall demonstrate a~~
 5 ~~verifiable threat of present danger from domestic violence, sexual~~
 6 ~~assault, or stalking. Filing of the form under subdivision (e)~~
 7 ~~shall be a demonstration of a verifiable threat of present danger~~
 8 ~~from domestic violence, sexual assault, or stalking.~~**detailing the**
 9 **circumstances surrounding the tenant's reasonable apprehension of**
 10 **present danger to the tenant or the tenant's child from domestic**
 11 **violence, sexual assault, or stalking, whether or not the written**
 12 **police report resulted in the filing of charges by a prosecuting**
 13 **attorney.**

14 (d) ~~(e)~~ Submittal to the landlord of a report that is verified
 15 by a qualified third party ~~in~~**that** substantially **conforms to** the
 16 following form:

17
 18 [Name of organization, agency, clinic, professional service
 19 provider]

20 I ~~and/or my~~(child) ~~have/has~~**have** a reasonable
 21 apprehension of present danger **to myself and/or my child** from
 22 ... domestic violence as defined by MCL 400.1501.
 23 ... sexual assault as defined by MCL 750.520a to 750.520l.
 24 ... stalking as defined by MCL 750.411h or 750.411i.

25 Briefly describe the incident giving rise to the reasonable
 26 apprehension of domestic violence, sexual assault, or stalking:

27
 28

1 The incident(s) that I rely on in support of this declaration
2 occurred on the following date(s) and time(s): and at the
3 following location(s):
4

5 The incident(s) that I rely on in support of this declaration
6 was/were committed by the following person(s), if known:
7

8 I state under penalty of perjury under the laws of the state
9 of Michigan that the ~~foregoing~~ **above information** is true and
10 correct. By submitting this statement I do not waive any legally
11 recognized privilege protecting any communications that I may have
12 with the agency or representative whose name appears below or with
13 any other person or entity. I understand that my obligation to pay
14 rent will end no later than the ~~first day of the second month that~~
15 ~~rent is due~~ **fifteenth day** after **the date** I give notice, ~~My that~~
16 **my** obligation to pay rent does not end until I vacate the premises,
17 ~~I understand~~ **and** that my landlord may keep prepaid amounts,
18 including first and last months' rent and all or part of my
19 security deposit or other amounts as allowed under law.

20 Dated at (city) ..., Michigan, this ... day of, 20...

21

22 Signature of Tenant or

23 Household Member

1 I verify under penalty of perjury under the laws of the state
 2 of Michigan that I have provided services to the ~~person~~**individual**
 3 whose signature appears above and that, based on information
 4 communicated to me by the ~~person~~**individual** whose signature appears
 5 above, the individual has a reasonable apprehension of present
 6 danger to the individual or ~~his or her~~**the individual's** child from
 7 domestic violence, sexual assault, or stalking, and that the
 8 individual informed me of the name of the alleged perpetrator of
 9 the actions, giving rise to the apprehension if known. This
 10 verification does not waive any legally recognized privilege that
 11 I, my agency, or any of its representatives have with the ~~person~~
 12 **individual** whose signature appears above.

13 Dated this ... day of, 20...

14
 15 Signature of authorized
 16 officer/employee of
 17 (organization, agency,
 18 clinic, professional
 19 service provider)
 20
 21 License number or organizational
 22 tax identification number
 23
 24 Organization name
 25
 26 Printed address

27 (4) The landlord shall reveal forwarding address information
 28 submitted by the tenant to other individuals only as reasonably
 29 necessary to accomplish the landlord's regular and ordinary

1 business purpose. The landlord shall not intentionally reveal
2 forwarding address information or documentation submitted by the
3 tenant under this section to the ~~person~~**individual** that the tenant
4 has identified as the source of the reasonable apprehension of
5 domestic violence, sexual assault, or stalking.

6 (5) If a rental agreement obligates multiple tenants to be
7 liable for rental **agreement** obligations and a tenant is released
8 from ~~his or her~~**the tenant's** rental **agreement** obligations under
9 this section, all other tenants who are parties to the rental
10 agreement remain subject to the rental agreement.

11 (6) This section applies only to leases entered into, renewed,
12 or renegotiated after ~~the effective date of the amendatory act that~~
13 ~~added this section.~~**October 5, 2010.**

14 (7) ~~Nothing in this act shall~~**This act does not** prejudice a
15 landlord's right to pursue available remedies against other parties
16 under this act.

17 (8) As used in this section:

18 (a) "Child" means the minor child residing with the tenant or
19 an adult child who is a legally incapacitated individual as that
20 term is defined in section 1105 of the estates and protected
21 individuals code, 1998 PA 386, MCL 700.1105.

22 (b) "Domestic violence" means that term as defined in section
23 1 of 1978 PA 389, MCL 400.1501.

24 (c) "Qualified third party" means 1 or more of the following:

25 (i) A sexual assault or domestic violence counselor.

26 (ii) A health professional licensed or registered under article
27 15 of the public health code, 1978 PA 368, MCL 333.16101 to
28 333.18838.

29 (iii) A mental health professional as defined in section 100b of

1 the mental health code, 1974 PA 258, MCL 330.1100b.

2 (iv) A member of the clergy, if the clergy member is affiliated
3 with a tax-exempt religious institution under section 501(c)(3) of
4 the internal revenue code **of 1986, 26 USC 501**, that is listed in a
5 telephone directory.

6 (d) "Sexual assault" means conduct described in sections 520a
7 to 520l of the Michigan penal code, 1931 PA 328, MCL 750.520a to
8 750.520l.

9 (e) "Sexual assault or domestic violence counselor" means a
10 person who is employed at or who volunteers service at a sexual
11 assault or domestic violence crisis center and who, in that
12 capacity, provides advice, counseling, or other assistance to
13 victims of sexual assault or domestic violence and their families.

14 (f) "Stalking" means that term as defined in section 411h or
15 411i of the Michigan penal code, 1931 PA 328, MCL 750.411h and
16 750.411i.