

HOUSE BILL NO. 4994

September 18, 2025, Introduced by Reps. O'Neal, Wilson, McKinney, Morgan, Tsernoglou, Hoskins, Price, Weiss, Rheingans, Young, Hope, Conlin, Scott, Wooden and Longjohn and referred to Committee on Regulatory Reform.

A bill to amend 1978 PA 454, entitled
"Truth in renting act,"
by amending sections 2 and 3 (MCL 554.632 and 554.633), section 3
as amended by 1998 PA 72.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

- 1 Sec. 2. As used in this act:
- 2 **(a) "Rent" means the amount paid under a rental agreement for**
- 3 **the use or occupancy of a rental unit.**
- 4 **(b) ~~(a)~~**—"Rental agreement" means a written agreement ~~embodying~~
- 5 **that incorporates** the terms and conditions concerning the use and

occupancy of residential premises. ~~, but does not include an agreement the terms of which are limited to 1 or more of the A~~
rental agreement must include all of the following terms: the

(i) **The** identity of the parties. ~~, a~~

(ii) **The** description of the premises. ~~, the~~

(iii) **The** rental period. ~~, the~~

(iv) **The** total rental amount due. ~~, the~~

(v) **The** amount of rental payments. ~~, and the~~

(vi) **The** times ~~at which~~ **that** payments are due.

(vii) **The amount, description, and purpose of any fees or charges imposed on the tenant.**

(c) ~~(b)~~ "Residential premises" means a house, building, structure, shelter, or mobile home, or portion thereof, ~~of the house, building, structure, shelter, or mobile home,~~ used as a dwelling, home, residence, or living place by 1 or more ~~human beings.~~ **"Residential premises"-individuals. Residential premises** includes an apartment unit, a boardinghouse, a rooming house, ~~a mobile home,~~ a mobile home space, and a ~~single or multiple family~~ **single- or multiple-family** dwelling, but does not include a hotel, a motel, motor home, or other tourist accommodation, when used as a temporary accommodation for guests or tourists, or premises used as the principal place of residence of the owner and rented occasionally during temporary absences including vacation or sabbatical leave.

Sec. 3. (1) A rental agreement ~~shall~~ **must** not include a provision that does 1 or more of the following:

(a) Waives or alters a remedy available to the parties when the premises are in a condition that violates the covenants of fitness and habitability required ~~pursuant to~~ **under** section 39 of

1 1846 RS 84, MCL 554.139.

2 (b) Provides that the parties waive a right established by
3 1972 PA 348, MCL 554.601 to 554.616, which regulates security
4 deposits.

5 (c) Excludes or discriminates against a person in violation of
6 the Elliott-Larsen civil rights act, 1976 PA 453, MCL 37.2101 to
7 37.2804, or the persons with disabilities civil rights act, 1976 PA
8 220, MCL 37.1101 to 37.1607.

9 (d) Provides for a confession of judgment by a party.

10 (e) Exculpates the lessor from liability for the lessor's
11 failure to perform, or negligent performance of, a duty imposed by
12 law. This subdivision does not apply to a provision that releases a
13 party from liability arising from loss, damage, or injury caused by
14 fire or other casualty for which insurance is carried by the other
15 party, under a policy that permits waiver of liability and waives
16 the insurer's rights of subrogation, to the extent of any recovery
17 by the insured party under the policy.

18 (f) Waives or alters a party's right to demand a trial by jury
19 or any other right of notice or procedure required by law in a
20 judicial proceeding arising under the rental agreement.

21 (g) Provides that a party is liable for legal costs or
22 ~~attorney's~~**attorney** fees incurred by another party, in connection
23 with a dispute arising under the rental agreement, in excess of
24 costs or fees specifically permitted by statute.

25 (h) Provides for the acquisition by the lessor of a security
26 interest in any personal property of the tenant to assure payment
27 of rent or other charges arising under the rental agreement, except
28 as specifically allowed by law.

29 (i) Provides that rental payments may be accelerated if the

1 rental agreement is breached by the tenant, unless the provision
2 also includes a statement that the tenant may not be liable for the
3 total accelerated amount because of the landlord's obligation to
4 minimize damages, and that either party may have a court determine
5 the actual amount owed, if any.

6 (j) Waives or alters a party's rights with respect to
7 possession or eviction proceedings provided in section 2918 of the
8 revised judicature act of 1961, 1961 PA 236, MCL 600.2918, or with
9 respect to summary proceedings to recover possession as provided in
10 chapter 57 of the revised judicature act of 1961, 1961 PA 236, MCL
11 600.5701 to 600.5759.

12 (k) Releases a party from a duty to mitigate damages.

13 (l) Provides that a lessor may alter a provision of the rental
14 agreement after its commencement without the written consent of the
15 tenant, or, in the case of a rental agreement between a consumer
16 cooperative that provides housing and a member of the consumer
17 cooperative, without the approval of the board of directors of the
18 cooperative or other appropriate body elected by members who are
19 also tenants of the cooperative, except that an agreement may
20 provide for the following types of adjustments to be made upon
21 written notice of not less than 30 days:

22 (i) Changes required by federal, state, or local law or rule or
23 regulation.

24 (ii) Changes in rules relating to the property that are
25 required to protect the physical health, safety, or peaceful
26 enjoyment of tenants and guests.

27 (iii) Changes in the amount of rental payments to cover
28 additional costs in operating the rental premises incurred by the
29 lessor because of increases in ad valorem property taxes, charges

1 for the electricity, heating fuel, water, or sanitary sewer
2 services consumed at the property, or increases in premiums paid
3 for liability, fire, or worker compensation insurance.

4 (m) Violates the Michigan consumer protection act, 1976 PA
5 331, MCL 445.901 to 445.922.

6 (n) Requires the tenant to give the lessor a power of
7 attorney.

8 (o) **Except as otherwise provided under subsection (3), imposes**
9 **a fee that is not clearly and conspicuously disclosed in the lease**
10 **or rental agreement. Any fees charged by a landlord to a tenant,**
11 **except for rent, must be reasonable and commensurate with an actual**
12 **cost incurred by the landlord in providing an actual service or**
13 **direct benefit to the tenant.**

14 (2) A rental agreement ~~shall~~**must** not include a clause or
15 provision that, not less than 90 days before the execution of the
16 rental agreement, has been prohibited by statute or declared
17 unenforceable by a published decision of the supreme court of this
18 state or the United States ~~supreme court~~**Supreme Court** relating to
19 the law of this state.

20 (3) **A landlord may require a tenant to arrange and pay for a**
21 **service provided by a public utility or a third party to the tenant**
22 **for the tenant's rental unit. A landlord shall not charge a**
23 **processing fee, convenience fee, or other surcharge fee to the**
24 **tenant for a service provided by the public utility or third party**
25 **for providing the services to the tenant's rental unit. As used in**
26 **this subsection, "public utility" means that term as defined in**
27 **section 1 of 1972 PA 299, MCL 460.111.**

28 (4) ~~(3)~~A provision or clause of a rental agreement that
29 violates this section is void.