

Michigan Lease Drafting and Landlord-Tenant Law

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landlords allow rent to be paid with personal checks, but if a problem with dishonored checks arises, requiring a money order or certified funds seems to solve it more readily than merely imposing a bad check charge.

Rent is traditionally collected monthly, but nothing prevents a different schedule, such as quarters or thirds of a year, provided the lease is clear that that is the "rental period." MCL 554.601(e); *Sobel v Trony Assocs*, 91 Mich App 294, 284 NW2d 267 (1979). In the residential context, rent is regarded as a dependent covenant. *Bayview Estates, Inc v Bayview Estates Mobile Homeowners Ass'n*, 508 F2d 405 (6th Cir 1974); *Jackson v Weatherby*, 515 F Supp 492 (ED Mich 1981); *Rome v Walker*, 38 Mich App 458, 196 NW2d 850 (1972). In 1968, the Michigan legislature required that every "lease or license of residential premises" contain covenants that premises are fit for the intended use and that the landlord will keep them in reasonable repair. MCL 554.139(1). The legislature also mandated that "[t]he provisions of this section shall be liberally construed." MCL 554.139(3). "Mindful of the Legislature's indication that [MCL 554.139] should be 'liberally construed', we hold that these statutorily required covenants are mutual with, rather than independent of, the covenant to pay rent." *Rome*, 38 Mich App at 463. The court of appeals thus modified the long standing independent covenant rule, but that modification was confined to residential leases. Clauses that mimic language from commercial leases by declaring that rent must be paid without deduction or setoff are prohibited, MCL 554.633(1)(a), (m), and may subject the landlord to penalties under the TIRA, MCL 554.631 et seq., and the MCPA, MCL 445.901 et seq.

E. Notices and Place of Payment

§1.6

Sample Clause

Notices and place of payment. Notices to Tenants (excluding security deposit claim notices) shall be delivered or mailed to the Premises [*insert address if other than the premises*]. Tenants' rent, other charges/fees, and notices to Landlord, including security deposit communications, shall be delivered or mailed to Landlord at [*address*], except that if the parties are using electronic mail for their security deposit communications, security deposit communications shall be e-mailed to Landlord at the e-mail address set forth in the Electronic Notice Addendum For Security Deposit. Notices required by this lease or by law shall be in writing. Notices that are mailed using the U.S. Postal Service (including security deposit claim notices) are deemed received by the other party on the next regular day for delivery of mail after being properly addressed, stamped with sufficient postage, and deposited in a United States mailbox. Notices that are e-mailed under the Electronic Notice Addendum For Security Deposit are deemed received on the day they are sent, but they must be signed (typed signature of sender) by the sender to be valid.