

# HOUSE BILL NO. 4777

June 26, 2019, Introduced by Reps. Iden, Miller, Webber, VanSingel, Crawford, Hoitenga, Hall and Howell and referred to the Committee on Regulatory Reform.

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:**

1

TITLE



RJH



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1 An act to regulate relationships between landlords and tenants  
2 relative to rental agreements for rental units; **to provide for the**  
3 **responsibilities of landlords and tenants for the control of**  
4 **certain pests in rental units;** to regulate the payment, repayment,  
5 use, and investment of security deposits; to provide for  
6 commencement and termination inventories of rental units; to  
7 provide for termination arrangements relative to rental units; to  
8 provide for legal remedies; and to provide penalties.

9 Sec. 1. As used in this act:

10 (a) "Accredited canine team" means a handler and dog team  
11 certified by an independent organization according to commonly  
12 accepted industry standards for entomological scent detection.

13 (b) "Bedbug" means an insect of the species *Cimex lectularius*.

14 (c) "Control" or "controlling" means inspecting, cleaning,  
15 vacuuming, conducting thermal remediation, properly disposing of  
16 property, and arranging or scheduling treatments.

17 (d) "Infestation" means and "infested" refers to the presence  
18 of live bedbugs or viable bedbug eggs.

19 (e) "Landlord" means any of the following:

20 (i) The owner, lessor, or sublessor of the rental unit or the  
21 property of which it is a part.

22 (ii) A person authorized to exercise any aspect of the  
23 management of a rental unit or the property of which it is a part,  
24 including a person who, directly or indirectly, acts as a rental  
25 agent or receives rent, other than as a bona fide purchaser,  
26 whether or not that person has an obligation to deliver the rent  
27 payments to another person.

28 (f) "Pest management professional" means a commercial  
29 applicator as defined in section 8302 of the natural resources and



1 environmental protection act, 1994 PA 451, MCL 324.8302, who is  
 2 licensed under section 8313 of the natural resources and  
 3 environmental protection act, 1994 PA 451, MCL 324.8313.

4 (g) "Rental agreement" means an agreement that establishes or  
 5 modifies the terms, conditions, or other provisions concerning the  
 6 use and occupancy of a rental unit.

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

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

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

23 ~~(d) "Tenant" means a person who occupies a rental unit for~~  
 24 ~~residential purposes with the landlord's consent for an agreed upon~~  
 25 ~~consideration.~~

26 (i) ~~(e)~~—"Security deposit", **subject to subdivision (j)**, means  
 27 a deposit ~~, in any amount,~~ paid by the tenant to the landlord or  
 28 his or her agent to be held for the term of the rental agreement,  
 29 or any part of the term, and includes ~~any~~ **all of the following:**



1        (i) **Any** required prepayment of rent other than the first full  
2 rental period of the ~~lease~~**rental** agreement. ~~;~~~~any~~

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

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

8        (j) Security deposit does not include either of the following:

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

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

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

20        (l) **"Tenant" means an individual who occupies a rental unit for**  
21 **residential purposes with the landlord's consent for an agreed-upon**  
22 **consideration.**

23        (m) **"Thermal remediation" means using intense temperature to**  
24 **eradicate bedbugs.**

25        (n) **"Treat", "treating", or "treatment" means or refers to**  
26 **applying pesticides or other chemicals or using other methods**  
27 **common to the pest control industry to eradicate bedbugs.**

28        **Sec. 1d. (1) A landlord shall not enter into a rental**  
29 **agreement if the landlord knows the rental unit is infested.**



1 (2) When a landlord enters into a rental agreement for a  
2 rental unit in a multiple-unit dwelling, the landlord shall provide  
3 the tenant written information, by hard copy or electronic mail, or  
4 an internet link to written information, about finding and  
5 identifying bedbugs and maintaining a rental unit free from  
6 bedbugs.

7 (3) A landlord shall maintain the landlord's rental premises  
8 free from bedbugs.

9 (4) Within 7 days after receiving a written hard copy or  
10 electronic mail notice from a tenant, or other reliable source, of  
11 a 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 adjoining rental units.

21 Sec. 1e. (1) If a rental unit is free from bedbugs, the tenant  
22 of the rental unit shall maintain the rental unit free from  
23 bedbugs.

24 (2) A tenant shall inspect a rental unit for infestation when  
25 the tenant first occupies the rental unit.

26 (3) A tenant shall not move items that are infested into the  
27 rental unit.

28 (4) If, at any time during a tenant's occupancy of a rental  
29 unit, the tenant discovers or suspects that the rental unit is

1 infested, the tenant shall notify the landlord in writing, by hard  
2 copy or electronic mail, within 2 days after discovering or first  
3 suspecting an infestation. The notice constitutes permission by the  
4 tenant for the landlord, a pest management professional, and an  
5 accredited canine team to enter the tenant's rental unit for  
6 control and treatment.

7 (5) A tenant shall do all of the following:

8 (a) Grant reasonable access to the rental unit to the  
9 landlord, the landlord's pest management professional, and an  
10 accredited canine team for control and treatment.

11 (b) Comply with the control protocol established by the  
12 landlord or the landlord's pest management professional.

13 (6) A violation of subsection (5) constitutes a serious and  
14 continuing health hazard.

15 (7) A tenant shall not treat a rental unit.

16 Sec. 1f. (1) If a tenant or the tenant's guest causes an  
17 infestation, the tenant shall pay the cost of control and treatment  
18 of the rental unit and other areas where bedbugs have spread. The  
19 cost is considered additional rent owed by the tenant.

20 (2) Except in the case of negligence, the landlord is not  
21 liable for damages resulting from an infestation or from control or  
22 treatment.

23 (3) Notwithstanding any other provision of this act, the  
24 landlord and tenant may agree in writing, by hard copy or  
25 electronic mail, how responsibility is assigned for costs resulting  
26 from an infestation, including, but not limited to, costs of  
27 control or treatment. For property aided or insured by the state or  
28 federal government, the agreement is subject to applicable  
29 requirements of the Michigan state housing development authority or

1 the United States Department of Housing and Urban Development,  
2 respectively.

3 (4) In determining whether the landlord or a tenant is  
4 responsible for an infestation in a rental unit, a court shall  
5 consider the totality of the circumstances.

6 Sec. 1g. (1) Except as provided in subsection (2), a county or  
7 municipality shall not adopt or enforce an ordinance that imposes  
8 requirements on landlords or tenants for control or treatment and  
9 that extends, revises, or conflicts with section 1d, 1e, or 1f.

10 (2) Subsection (1) does not prohibit the adoption of an  
11 ordinance imposing requirements for the proper disposal of items  
12 that are infested with bedbugs.

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

