

On October 5, 2010, the Governor signed into law Public Act 199 of 2010 which was Senate Bill 185. This new law was enacted to permit victims of domestic violence to terminate their leases based upon certain facts and circumstances. I encourage you to read the law in its entirety by clicking this link: <http://www.legislature.mi.gov/documents/2009-2010/publicact/pdf/2010-PA-0199.pdf> The law is to be placed at MCL 554.601b, as part of the Landlord-Tenant Relationships Act and applies to leases entered into or renewed after the October 5th date.

In March 2007, Senator Garcia indicated to the PMAM that he was determined to pass a Domestic Violence law but did not want a law that would damage the rental housing industry business. The Senate Bill 103 prepared at that time included language that allowed the victim of domestic violence to be released from their lease with the presentation of a police report or a personal protection order. That was all. It was simple, but not a law that would stop abuses by persons seeking to end their leases and not truly in imminent danger. After much research of other states' domestic violence laws by the National Apartment Association, it became clear that based upon the laws which have passed in other states, this law could potentially be very damaging to the rental housing industry.

PMAM agreed to work with Senator Garcia's office, his legislative staff assistant Alesha Gensler, David Gregory from Kelley Cawthorne (and later Mia McNeil), and advocate representatives for victims. There was great concern in the work groups, with which we were very involved, that a good bill be presented to the legislature for approval. At each step, PMAM had representatives available for comment and consideration to help each change and revision.

In summary, the statute allows a tenant "who has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking while that person is a tenant" to be released from the obligation to pay rent, provided the tenant submits written notice to the landlord by certified mail.

The release from the obligation to pay rent is effective on the first day of the second month after the tenant gives notice. The release is effective only if the tenant vacates the premises. The release does not require the landlord to return any prepaid rents and the landlord may process the security deposit pursuant to statute.

In addition to the written notice, the tenant must submit written documentation consisting of at least one of the following:

- A valid PPO or foreign (from another state) protection order or an order removing an abusive person from a home under the Juvenile Code. The order must be in effect at the time of the submittal.
- A valid probation order, conditional release order or parole order (still in effect at the time of submittal) that imposes conditions to protect the tenant or the tenant's child, including a no contact order.
- A written police report that resulted in charges no more than 14 days before the submittal of the notice and the documentation.
- A written police report that resulted in charges more than 14 days before the submittal of the notice and documentation if accompanied by a form demonstrating a verifiable threat (the format and substance of the form are detailed in the statute) along with a report verified by a qualified third party (sexual assault or domestic violence counselor, licensed health professional, mental health professional, member of the clergy).

Leases may contain the following provision – "A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b." If the lease contains the provision, the language should be exact. If the lease DOES NOT contain the provision, the landlord must either post this language in a written notice in the management office visible to a reasonable person or deliver written notice of this language to the tenant at the time the lease is signed.

The statute limits the distribution of the vacating tenant's forwarding address and provides that other tenants jointly and severally liable under the lease are not released from the obligation to pay rent.

So as a result of a lot of hard work and years of negotiations, the law protects an individual who is in imminent danger and prevents the abuse by those who are not in danger while preserving the rental housing industry's ability to maintain their business practices. It allows for specific procedures for the rental housing providers to follow in cases that could potentially land them on the 6 o'clock news.