

LANDLORD WON'T FIX OR REPAIR: NOW WHAT?

A guide under Michigan landlord/tenant law regarding a landlord's duty to maintain and repair the rental property.

1. Determine how Essential or Important the Repair Is

Landlords are required under Michigan law to maintain the rental property and keep it in livable conditions. This means that the property must be safely maintained, up to code, and utilities working property such as water, sewage, and electricity. The property certainly should not have paint chipping, bugs should not be present, mold or fungus should not be growing, the locks on the door should be in proper working order and so on. If a condition or repair is essential to keep the rental property safe to live in, then that is an essential repair that the landlord is responsible for.

2. Non-essential Repairs

Non-essential repairs are a different story. Check the wording in your lease to make sure who is responsible for these. Usually, the lease makes it clear that the tenant is responsible for non-essential repairs. These would include such things as: changing the light bulbs. These are repairs that are not essential to maintaining the rental property in a livable and safe condition.

3. Give Notice to Landlord in Writing

Make sure that any communication you have with your landlord regarding repairs or the condition of the rental property is in writing. You want to have a paper trail so you can prove that the landlord had notice of the problems in case they try to deny that they had notice of the need for repairs. If you suspect your landlord of being particularly unscrupulous, you may want to send the letter by registered mail so you can have a receipt showing that either they signed for and received the letter or they refused to accept it.

4. Time for Repairs

The landlord should respond to your requests for repairs in a timely fashion. Depending on how severe and how essential the repair is, give them anywhere from 24 to 72 hours. If they have not taken adequate steps to fix the problem by then, you are within your rights to take other measures as we will discuss below.

5. Document the Damage

Make sure that you document everything regarding the damage. Take pictures and document in writing any correspondence you have with the landlord, make notes of any verbal conversations or phone calls, and keep a journal of the damage detailing the dates, severity, when it was first noticed etc.

6. Withholding Rent

If the landlord does not make timely repairs, you are entitled to withhold rent until the problem is resolved. The severity of the damage will determine how much rent to withhold. You can deduct from your rent the cost of the repair or if you fix the problem yourself because the landlord refused to, you can withhold the amount it took to fix the problem from your rent.

Caveat: It is not recommended that you fix the problem yourself or hire someone else to fix the problem, even if the landlord refuses. You are better off withholding rent and/or suing them rather than having the problem fixed yourself.

7. Escrow Account

When withholding rent, put your rent money into an escrow account until the matter is resolved. An escrow account is a separate account that the rent money and only the rent money goes into. Talk to your bank or financial institution on how to set up an escrow account.. They should be able to provide you with all the necessary details.

8. Constructive Eviction

If the problem or damage is such that it makes the place uninhabitable or unlivable, you are entitled to withhold the entire amount of your rent until the problem is resolved. If the conditions of the property are so severe that the property is unsuitable or unsafe to live in, then you have been “constructively evicted.” In essence, you have been kicked out due to the terrible conditions of the property. When that occurs, not only are you entitled to withhold rent, but you are entitled to move without fear of being liable for breaking the lease. Uninhabitable conditions include: no electricity or utilities, the property has been “red tagged” or has been cited for not being up to code, molds and fungus are spreading throughout the property, the ceilings, walls, and floors are unstable.

9. Seek Legal Counsel

If you are ever in doubt about what your rights are, seek the advice of a landlord/tenant lawyer. Often times the landlords will ignore the cries of their tenant but they will usually pay great attention when a lawyer contacts them. If you cannot afford an attorney, seek out your local legal aide office.