

# HOUSE BILL NO. 5412

October 19, 2021, Introduced by Reps. Garza, Aiyash, Anthony, Hope, Coleman, Shannon, Kupp, Rogers, Young, O'Malley, Whitsett and Jones 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, 1g, 1h, and 1i.

**THE PEOPLE OF THE STATE OF MICHIGAN ENACT:**

## 1 TITLE

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

10 Sec. 1. As used in this act:

11 (a) "Bedbug" means an insect of the species *Cimex lectularius*.

12 (b) "Bedbug detection team" means a pest management  
13 professional scent detection canine team that holds a current,  
14 independent, third-party certification in accordance with the  
15 minimum guidelines for canine bedbug detection team certification  
16 established by the National Pest Management Association or its  
17 successor organization.

18 (c) "Contiguous rental unit" means a rental unit that is next  
19 to another rental unit, both of which are owned, managed, leased,  
20 or subleased by the same landlord.

21 (d) "Infestation" or "infested" means the presence of live  
22 bedbugs or viable bedbug eggs.

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

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

26 (ii) A person authorized to exercise any aspect of the  
27 management of a rental unit or the property of which it is a part,  
28 including a person who, directly or indirectly, acts as a rental  
29 agent or receives rent, other than as a bona fide purchaser,

1 whether or not that person has an obligation to deliver the rent  
2 payments to another person.

3 (f) "Pest management professional" means a commercial  
4 applicator as that term is defined in section 8302 of the natural  
5 resources and environmental protection act, 1994 PA 451, MCL  
6 324.8302, who is licensed under section 8313 of the natural  
7 resources and environmental protection act, 1994 PA 451, MCL  
8 324.8313.

9 (g) "Rental agreement" means an agreement that establishes or  
10 modifies the terms, conditions, rules, regulations, or any other  
11 provisions concerning the use and occupancy of a rental unit.

12 (h) ~~(a)~~—"Rental unit" means a structure or part of a structure  
13 used as a home, residence, or sleeping unit by a single person or  
14 household unit, or any grounds, or other facilities or area  
15 promised for the use of a residential tenant. ~~and Rental unit~~  
16 includes, but ~~without limitation,~~ **is not limited to**, apartment  
17 units, boarding houses, rooming houses, mobile home spaces, and  
18 single and 2-family dwellings.

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

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

29 ~~(d) "Tenant" means a person who occupies a rental unit for~~

1 ~~residential purposes with the landlord's consent for an agreed upon~~  
 2 ~~consideration.~~

3       **(i)** ~~(e)~~—"Security deposit" means a deposit, in any amount,  
 4 paid by the tenant to the landlord or his or her agent to be held  
 5 for the term of the rental agreement, or any part of the term, and  
 6 includes any required prepayment of rent other than the first full  
 7 rental period of the lease agreement; any sum required to be paid  
 8 as rent in any rental period in excess of the average rent for the  
 9 term; and any other amount of money or property returnable to the  
 10 tenant on condition of return of the rental unit by the tenant in  
 11 condition as required by the rental agreement. Security deposit  
 12 does not include either of the following:

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

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

21       **(j)** ~~(f)~~—"Senior citizen housing" means housing for individuals  
 22 62 years of age or older that is subsidized in whole or in part  
 23 under any local, state, or federal program.

24       **(k)** "Tenant" means an individual who occupies a rental unit  
 25 for residential purposes with the landlord's consent for an agreed-  
 26 upon consideration.

27       **(l)** "Thermal remediation" means using intense temperature to  
 28 eradicate bedbugs.

29       **(m)** "Treat", "treating", or "treatment" means to conduct

1 thermal remediation, apply pesticides or other chemicals, or use  
2 other methods common to the pest control industry to eradicate  
3 bedbugs. For purposes of this act, only a pest management  
4 professional is authorized to treat an infestation.

5 Sec. 1d. A landlord shall not enter into a rental agreement if  
6 the landlord knows or reasonably suspects that the rental unit is  
7 infested. On request from a prospective tenant, a landlord shall  
8 disclose both of the following:

9 (a) Whether the landlord knows that the rental unit being  
10 offered for rent has had an infestation within the previous 8  
11 months.

12 (b) If applicable, the last date the rental unit being offered  
13 for rent was inspected for bedbugs and the result of that  
14 inspection.

15 Sec. 1e. (1) A tenant who knows or reasonably suspects that  
16 his or her rental unit is infested shall promptly notify the  
17 landlord in writing after discovering or suspecting an infestation.

18 (2) The written notice required under subsection (1) must be  
19 made in a manner reasonably calculated to give actual notice of the  
20 infestation to the landlord, including, but not limited to, any of  
21 the following:

22 (a) By email. For purposes of this subdivision, the tenant  
23 must ensure that the written notice is sent to an email address  
24 that the landlord provided to the tenant or previously used to  
25 communicate with the tenant.

26 (b) By personal delivery of the written notice to the  
27 landlord, signed by the landlord, and of which the tenant retains a  
28 copy or image.

29 (c) By submitting the written notice through an electronic

1 portal specified by the landlord in the rental agreement for  
2 communications.

3 (d) In any other manner of transmitting written communication  
4 which the tenant has previously used to communicate with the  
5 landlord and the landlord has previously accepted, or which the  
6 landlord has notified the tenant is a manner of contacting the  
7 landlord. The manner of transmitting written communication under  
8 this subdivision includes, but is not limited to, text messages on  
9 a wireless 2-way communication device.

10 (3) Not more than 4 days after receipt of the written notice  
11 under subsection (1), the landlord shall schedule an inspection of  
12 the rental unit for bedbugs by a bedbug detection team or a pest  
13 management professional. If the bedbug detection team or pest  
14 management professional determines that the rental unit inspected  
15 pursuant to this section is infested, the landlord shall, as soon  
16 as possible, schedule an inspection of any contiguous rental unit.

17 Sec. 1f. (1) Subject to section 1g, a bedbug detection team or  
18 pest management professional may enter a rental unit to conduct an  
19 inspection for bedbugs. The bedbug detection team or pest  
20 management professional may first conduct an initial visual  
21 inspection of the rental unit for the presence of bedbugs. If  
22 necessary, the bedbug detection team or pest management  
23 professional may further conduct a manual inspection of the  
24 tenant's beddings, upholstered furniture, or other personal  
25 belongings.

26 (2) A landlord shall, within 2 days after the completion of an  
27 inspection conducted pursuant to subsection (1) and after receipt  
28 of the result of the inspection, provide a written report to the  
29 tenant detailing the result of the inspection.

1           (3) The written report required under subsection (2) must be  
2 sent to the tenant by email, personal delivery, or any other manner  
3 of transmitting written communication which the landlord has  
4 previously used to communicate with the tenant and the tenant has  
5 previously accepted.

6           (4) If the bedbug detection team or pest management  
7 professional determines that the rental unit is not infested, the  
8 landlord shall include in the written report required under  
9 subsection (2) a statement informing the tenant that if the tenant  
10 remains concerned that the rental unit is infested, the tenant may  
11 contact the local health department to report the concerns.

12           (5) If the bedbug detection team or pest management  
13 professional determines that the rental unit is infested, the  
14 landlord shall, no later than 5 days after receipt of the result of  
15 the inspection and subject to section 1g, commence reasonable  
16 measures to treat the infestation.

17           Sec. 1g. At least 48 hours before a bedbug detection team or  
18 pest management professional enters a rental unit to conduct an  
19 inspection for bedbugs or treat an infestation, a landlord shall  
20 provide written notice to a tenant requesting permission to enter  
21 the rental unit. The written notice required under this subsection  
22 must be sent to the tenant in accordance with section 1f(3). This  
23 section does not apply if a rental agreement provides for a  
24 different minimum time for the delivery of notices.

25           Sec. 1h. (1) Except as otherwise provided in this act, a  
26 landlord is responsible for the costs of both of the following:

27           (a) Inspecting a rental unit for bedbugs.

28           (b) Treating an infestation.

29           (2) A tenant is responsible for the costs of preparing a

1 rental unit for the inspection of bedbugs.

2 (3) A landlord is not required to do any of the following:

3 (a) Pay for an alternative lodging for the tenant during the  
4 treatment of an infestation.

5 (b) Replace a tenant's personal property that was destroyed  
6 during the treatment of an infestation.

7 (4) This section does not preempt or restrict any state or  
8 federal law concerning reasonable accommodations for persons with  
9 disabilities.

10 Sec. 1i. (1) A tenant shall grant reasonable access to the  
11 rental unit to a bedbug detection team or pest management  
12 professional for an inspection of the rental unit for bedbugs or  
13 for the treatment of an infestation.

14 (2) A landlord may bring an injunctive action in a court of  
15 competent jurisdiction to compel a tenant to grant access to a  
16 rental unit to a bedbug detection team or pest management  
17 professional for an inspection of the rental unit for bedbugs or  
18 for the treatment of an infestation. Injunctive relief granted  
19 pursuant to this subsection may include a temporary order that does  
20 any of the following:

21 (a) Grants the bedbug detection team or pest management  
22 professional access to the rental unit.

23 (b) Requires the tenant to comply with reasonable measures  
24 taken to treat the infestation.

25 (c) Holds the tenant responsible for any excess costs incurred  
26 by the landlord as a result of the tenant's refusal to allow access  
27 to the rental unit.

28 (3) A temporary order that grants a bedbug detection team or  
29 pest management professional access to a rental unit must be served



1 on the tenant at least 24 hours before a bedbug detection team or  
2 pest management professional enters the rental unit.

3 (4) A landlord that fails to comply with section 1d, 1e(3),  
4 1f(2), (3), or (5), or 1g is liable to the tenant for any actual  
5 damages incurred by the tenant because of the landlord's  
6 noncompliance.

7 Enacting section 1. This amendatory act takes effect 180 days  
8 after the date it is enacted into law.