

# HOUSE BILL NO. 4889

July 18, 2023, Introduced by Reps. Fitzgerald, McKinney, Mueller and Aragona and referred to the Committee on Regulatory Reform.

A bill to amend 1978 PA 454, entitled  
"Truth in renting act,"  
by amending section 6 (MCL 554.636) and by adding section 4a.

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

1           **Sec. 4a. (1) In addition to the requirements of section 4 and**  
2           **any other terms or provisions required by law, a lease or agreement**  
3           **for a mobile home park or seasonal mobile home park must be signed**  
4           **by the owner of the mobile home park or seasonal mobile home park**  
5           **and must contain all of the following:**

1 (a) The date the lease begins.

2 (b) The amount the tenant agrees to pay the mobile home park  
3 or seasonal mobile home park for rent or any incidental charges,  
4 including a statement of whether utilities are included in the rent  
5 amount.

6 (c) The contact information of the owner of the mobile home  
7 park or seasonal mobile home park.

8 (d) The amount of time required for the tenant to provide  
9 notice that the tenant intends to terminate the lease or agreement.

10 (e) The following statements:

11 (i) That the tenant is authorized to sell the mobile home and  
12 the mobile home can remain in the mobile home park or seasonal  
13 mobile home park if all of the following conditions are met:

14 (A) The owner of the mobile home park or seasonal mobile home  
15 park determines that the purchaser qualifies for tenancy.

16 (B) The owner of the mobile home park or seasonal mobile home  
17 park enters into a separate lease or an agreement with the  
18 purchaser.

19 (C) The mobile home and any attachments to the mobile home  
20 comply with the rules and regulations of the mobile home park or  
21 seasonal mobile home park.

22 (ii) That the tenant is authorized to assign the tenant's lease  
23 to an assignee if all of the following conditions are met:

24 (A) The owner of the mobile home park or seasonal mobile home  
25 park determines that the assignee qualifies for tenancy.

26 (B) The owner of the mobile home park or seasonal mobile home  
27 park enters into a separate lease or an agreement with the  
28 assignee.

29 (C) The mobile home and any attachments to the mobile home

1 comply with the rules and regulations of the mobile home park or  
2 seasonal mobile home park.

3 (iii) That the tenant is authorized to post a "FOR SALE" sign on  
4 the tenant's mobile home provided that the sign complies with the  
5 rules of the mobile home park or seasonal mobile home park.

6 (2) An owner of the mobile home park or seasonal mobile home  
7 park must provide a copy of the rules and regulations of the mobile  
8 home park or seasonal mobile home park and the lease or agreement  
9 to the tenant, at no charge, at the beginning of the tenancy or any  
10 reasonable time after the tenancy begins. The owner of the mobile  
11 home park or seasonal mobile home park shall, on the request of the  
12 tenant, give the tenant access to an electronic copy of the rules  
13 and regulations and lease or agreement.

14 Sec. 6. (1) If a rental agreement contains a provision which  
15 **that** violates section 3, and if the landlord fails to cure the  
16 violation by exercising the notice provisions of section 5 within  
17 20 days after the tenant gives written notice to the landlord of  
18 the provision believed to be in violation and the reason ~~therefor,~~  
19 **for the violation**, a tenant may bring an action for any of the  
20 following relief:

21 (a) To void the rental agreement and terminate the tenancy.

22 (b) To enjoin the lessor from including the provision in any  
23 rental agreement subsequently entered into and to require the  
24 lessor to exercise the notice procedure provided in section 5 to  
25 cure the violation in all rental agreements in which the provision  
26 occurs and to which the lessor is currently a party.

27 (c) To recover damages in the amount of \$250.00 per action, or  
28 actual damages, whichever is greater.

29 (2) If a rental agreement fails to contain a provision as

1 required by section 4 **or 4a**, or contains a provision which is  
2 explicitly and unambiguously prohibited by section 3, and if the  
3 landlord fails to cure the violation by exercising the notice  
4 provisions of section 5 within 20 days after the tenant, or, where  
5 there is more than one plaintiff, each tenant, gives written notice  
6 to the landlord of the provision required by section 4 **or 4a**, or  
7 absence of a provision believed to be in violation and the reason  
8 ~~therefor,~~**for the violation**, a tenant may bring an action for any  
9 of the following relief:

10 (a) To avoid the rental agreement and terminate the tenancy.

11 (b) To enjoin the lessor from including the provision ~~which~~  
12 **that** violates section 3 in any rental agreement subsequently  
13 entered into and to require the lessor to exercise the notice  
14 procedure provided in section 5 to cure the violation in all rental  
15 agreements in which the provision occurs and to which the lessor is  
16 currently a party.

17 (c) To enjoin the lessor from failing to comply with section 4  
18 **or 4a** in any rental agreement subsequently entered into and to  
19 require the lessor to exercise the notice procedure provided in  
20 section 5 to cure the violation.

21 (d) To recover damages in the amount of \$500.00, or actual  
22 damages, whichever is greater.

23 (3) A tenant may exercise the remedies of this section without  
24 the prior notice to the landlord required by subsections (1) and  
25 (2) under any of the following circumstances:

26 (a) If a rental agreement contains a provision ~~which~~**that** has  
27 previously been determined by a court of record to be in violation  
28 of section 3 in an action to which the lessor was a party.

29 (b) If a rental agreement contains a provision which the

1 lessor actually knew was in violation of section 3 at the time the  
2 rental agreement was entered into.

3 (c) If a rental agreement does not include a provision ~~as~~  
4 required ~~by~~ **under** section 4 ~~or 4a~~, and the lessor actually knew  
5 that the provision was not included ~~as required~~ at the time the  
6 rental agreement was entered into. As used in subdivisions (b) and  
7 (c), "actual knowledge" ~~shall~~ **must** be established by written  
8 documentation, evidencing the actual knowledge, written or issued  
9 by the lessor or an agent of the lessor who is authorized to  
10 execute rental agreements or by an admission, evidencing the actual  
11 knowledge, made by the lessor or an agent of the lessor who is  
12 authorized to execute rental agreements or by showing the lessor  
13 has previously given notice under section 5 relating to the same  
14 provision ~~which~~ **that** is the subject of the current action.

15 (4) A party who prevails in an action under this section is  
16 entitled to recover court costs plus statutory attorney fees.

17 (5) All actions brought under subsection (1) with respect to a  
18 particular provision of a rental agreement ~~shall~~ **must** be joined,  
19 and only 1 judgment for damages of \$250.00 ~~shall~~ **must** be awarded  
20 with respect to a particular provision even if there are multiple  
21 actions or multiple plaintiffs if, before judgment in the initial  
22 action and before the passage of 30 days after service of process  
23 in any second action, the lessor gives written notice to all  
24 tenants who are currently subject to that provision, stating that  
25 the enforceability of the provision is under dispute and may be  
26 determined by a court of law. ~~However, this~~ **This** subsection does  
27 not prohibit a tenant from recovering actual damages, if any, with  
28 respect to an unlawful provision of a rental agreement. As used in  
29 this subsection, "action" means a court action instituted by a

1 single plaintiff, a representative plaintiff, or multiple  
2 plaintiffs.

3 (6) If a rental agreement contains the provisions as required  
4 by section 4 **or 4a**, but contains a provision ~~which~~**that** violates  
5 this act, solely because of a judicial construction by a court of  
6 record of a provision of a statute cited in section 3 in an action  
7 to which the lessor was a party, the lessor shall not be subject to  
8 the penalties of this act unless the lessor fails to cure the  
9 violation by exercising the notice provisions of section 5 within  
10 30 days following the final determination by the court. For  
11 purposes of this subsection, section 39(2) of ~~chapter 66 of the~~  
12 ~~Revised Statutes of 1846, being section~~ **1846 RS 84, MCL 554.139**, ~~of~~  
13 ~~the Michigan Compiled Laws, shall~~ **must** not be considered to have  
14 been judicially construed as of the effective date of this act.

15 (7) For purposes of this section, "tenant" means a person ~~who~~  
16 **that** is currently a party to a rental agreement with the lessor.

17 Enacting section 1. This amendatory act does not take effect  
18 unless all of the following bills of the 102nd Legislature are  
19 enacted into law:

20 (a) Senate Bill No. \_\_\_\_ or House Bill No. 4886 (request no.  
21 03258'23).

22 (b) Senate Bill No. \_\_\_\_ or House Bill No. 4887 (request no.  
23 03259'23).

24 (c) Senate Bill No. \_\_\_\_ or House Bill No. 4888 (request no.  
25 03260'23).