

# SENATE BILL NO. 902

June 06, 2024, Introduced by Senators ANTHONY, SHINK, CHANG, MCMORROW, IRWIN and BAYER and referred to the Committee on Housing and Human Services.

A bill to amend 1846 RS 66, entitled  
"Of estates in dower, by the curtesy, and general provisions  
concerning real estate,"  
by amending section 39 (MCL 554.139).

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

- 1           Sec. 39. (1) In every lease or license of residential  
2 premises, the lessor or licensor covenants:  
3           (a) That the premises and all common areas are fit for the use  
4 intended by the parties.  
5           (b) To keep the premises in reasonable repair during the term

1 of the lease or license, and to comply with the applicable health  
2 and safety laws of ~~the~~**this** state and of the local unit of  
3 government where the premises ~~are~~**is** located, except when the  
4 disrepair or violation of the applicable health or safety laws has  
5 been caused by the ~~tenants~~**lessee's or licensee's** wilful or  
6 irresponsible conduct or lack of conduct.

7 ~~(2) The parties to the lease or license may modify the~~  
8 ~~obligations imposed by this section where the lease or license has~~  
9 ~~a current term of at least 1 year.~~

10 ~~(2) (3) The provisions of this section shall~~**Subsection (1)**  
11 **must** be liberally construed, and the privilege of a prospective  
12 lessee or licensee to inspect the premises before concluding a  
13 lease or license ~~shall~~**must** not defeat ~~his~~**the prospective lessee's**  
14 **or licensee's** right to have the benefit of the covenants  
15 established ~~herein~~**under subsection (1)**.

16 **(3) Beginning on the effective date of the amendatory act that**  
17 **added this subsection, a lessee or licensee shall notify a lessor**  
18 **or licensor in writing of a defective condition on the premises. On**  
19 **receipt of a written notice required under this subsection or**  
20 **otherwise having actual notice of a defective condition, a lessor**  
21 **or licensor shall commence repairs in accordance with all of the**  
22 **following:**

23 **(a) If the defective condition is imminently hazardous to life**  
24 **or hazardous to the health and safety of the lessee or licensee,**  
25 **including, but not limited to, the presence of bedbugs or other**  
26 **pests, or the presence or reasonable suspicion of the presence of**  
27 **mold, the lessor or licensor shall commence repairs or removal not**  
28 **more than 24 hours after receipt of the written notice.**

29 **(b) If the defective condition does not meet the requirements**

1 of subdivision (a) but deprives the lessee or licensee of the use  
2 of appliances supplied by the lessor or licensor, the lessor or  
3 licensor shall commence repairs not later than 72 hours after the  
4 receipt of the written notice.

5 (c) In all other cases, the lessor or licensor shall commence  
6 repairs not more than 7 days after receipt of the written notice.

7 (4) A lessor or licensor that does not commence repairs within  
8 the time period described under subsection (3) (a) to (c) has  
9 breached the rental agreement, warranty of habitability, and duty  
10 to repair, and the lessee or licensee may do any of following:

11 (a) Withhold rent, deposit the rent into an escrow account,  
12 and remit the rent to the lessor or licensor not later than 24  
13 hours after the lessor or licensor completes the repairs.

14 (b) Commence repairs and deduct the costs of repairs from the  
15 rent.

16 (5) A lessee or licensee that elects to proceed under  
17 subsection (4) (b) shall do all of the following:

18 (a) Obtain at least 3 free written repair estimates.

19 (b) Send the written repair estimates to the lessor or  
20 licensor with a written notice that states that the lessee or  
21 licensee will make the repairs unless the lessor or licensor agrees  
22 to make the repairs within 24 hours after the receipt of the  
23 written repair estimates and the notice required under this  
24 subdivision, and that the cost of making the repairs will be  
25 deducted from the rent.

26 (c) Keep all receipts related to the repairs and note the  
27 dates of repair.

28 (d) Send copies of all receipts and the remaining portion of  
29 the rent to the lessor or licensor.

1           (6) A lessor or licensor shall not retaliate or discriminate  
2 against a lessee or licensee that complies with subsections (4) and  
3 (5).

4           (7) A rental agreement entered into or renewed on or after the  
5 effective date of the amendatory act that added subsection (3) must  
6 incorporate the lessee's or licensee's right to repair and deduct  
7 or withhold rent until repairs are completed as described under  
8 subsections (4) and (5).

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

12           (a) Senate Bill No.\_\_\_\_ or House Bill No.\_\_\_\_ (request no.  
13 00622'23 \*).

14           (b) Senate Bill No. 900.

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16           (c) Senate Bill No. 901.

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18           (d) Senate Bill No. 903.

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