RIGHTS AND DUTIES OF TENANTS

This booklet contains information about your rights and duties as a tenant in Ann Arbor. The booklet is divided into three sections. The white section is written by the City. The green section is written by tenant advocates. The blue section is written by landlord advocates.

Portions of the booklet are written by advocates because the people of the City believe that the tenant can obtain the most accurate and fair understanding of the rights and duties as tenants by an uncompromised and uncensored presentation of materials by advocates for often conflicting points of view. The landlord and tenant sections are both written or approved by attorneys.

THE THREE SECTIONS OF THIS BOOKLET ARE THE OPINIONS OF THEIR AUTHORS. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS AND DUTIES AS A TENANT, CONSULT YOUR OWN LAWYER, FREE LEGAL AID SOCIETY OR TENANTS' UNION LAWYER.

This booklet is distributed to tenants by their landlords as required by City Charter, sections 19.7 to 19.13. A landlord's failure to distribute this book as required by law shall be punishable by a fine up to $500, but may not be punishable by jail.

This section is written by authors appointed by the City.

I INTRODUCTION

This booklet is designed to help you find Ann Arbor a better place in which to live. On the following pages you will find information about your rights and duties as a tenant (lessee) and suggestions on how to govern your relations with your lessor (landlord).

This booklet is written in three sections. This first section, on the white pages, has been written with the cooperation of three groups of authors - one group comprised of lawyers from the City Attorney's Office, one group chosen to represent the tenant's point of view, and one group chosen to represent the lessor's point of view. All three groups of authors have agreed that the information in this first section is accurate. HOWEVER, THE LESSOR AND TENANT ADVOCATE AUTHORS FEEL THAT THIS FIRST SECTION IS NOT COMPLETE AND HAVE ADDED INFORMATION IN THEIR SECTIONS TO GIVE YOU WHAT EACH GROUP THINKS IS A COMPLETE PICTURE OF YOUR RIGHTS AND DUTIES. THIS ADDITIONAL INFORMATION IS CONTAINED IN THE GREEN AND BLUE SECTIONS OF THIS BOOKLET.

There may be conflicts among the points of view presented in the advocate sections of this booklet. The purpose of the law which created this booklet was to allow you to see the differing points of view which exist.

Please remember that this booklet is only a general guide, rather than the final work, on legal matters. It is not intended as a substitute for competent legal counsel.

II YOUR RELATIONS WITH YOUR LESSOR

Mutual discussions of problems and questions between lessors and tenants will often be of great benefit to both parties. Fast and equitable solutions and answers are often possible. Generally, however, both lessors and tenants, when entering into discussions, should be well informed about their rights and duties.

When either party is ignorant of their rights or duties, unnecessary confusion and hostility from both sides can result. Once well informed, both parties can enter into discussion and negotiation optimistic that mutually satisfactory solutions can be found.

See the lessor and tenant advocate section of this booklet for further comment on this point.

III DISCRIMINATION AS TO RELIGION, RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, CONDITION OF PREGNANCY, MARITAL STATUS, PHYSICAL LIMITATIONS, SOURCE OF INCOME, FAMILY RESPONSIBILITIES, EDUCATIONAL ASSOCIATION OR SEXUAL ORIENTATION

No lessor may refuse to rent to you or to discriminate in your rental agreement or privileges because:

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(1) Of your race, color, religion or national origin;
(2) You are male or you are female;
(3) Of the age of any member of your household;
(4) You are pregnant;
(5) You are single, unmarried, divorced or widowed;
(6) Of physical limitations;
(7) You get your income from welfare payments or any other legal source;
(8) You are or might become a contributor to the support of persons in a dependent relationship;
(9) You are a student or not a student;
(10) You are heterosexual, homosexual or bisexual;
(11) Of the race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical limitations, source of income, family responsibilities, educational association or sexual orientation of your relatives or associates.

Exceptions to the above rules are as follows:

(1) A landlord can discriminate as to sex if renting an owner-occupied one or two-family dwelling, or a dwelling devoted entirely to members of one sex.
(2) The owner of a housing project may legally restrict occupancy to persons over fifty-five (55) years of age or may restrict occupancy to handicapped persons.
(3) A landlord may refuse to rent to an unemancipated minor.
(4) A landlord may restrict occupancy based on age when such discrimination is *required* by law.
(5) A religious organization or institution may restrict its housing facilities and accommodations which are operated as a direct part of its religious activities to persons of the denomination involved.

IV THE LEASE OR RENTAL AGREEMENT

Your lease can be written or oral. If the lease is for a specific period of more than a year, it must be in writing. A lease for a specific period of a year or less may be oral or in writing. Also, a lease for an indefinite period (usually month-to-month) can last for less than a year or for many years and may be oral or in writing.

Leases are contracts and, provided that their terms are enforceable, will create obligations on both the part of the tenant and the landlord. These obligations will include generally, on the part of the tenant, the obligation to pay rent when due and not unreasonably damage the dwelling and, on the part of the lessor obligation to provide a dwelling in good repair and in compliance with state and local housing codes.

Unless the lease contains a provision for rent increases, the landlord cannot increase the rent during the lease term. The rent may be increased for a month-to-month

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lease by notifying you of the increase at least one month before the next payment is due.

V UNENFORCEABLE LEASE CLAUSES

Some clauses contained in some leases are not enforceable. These clauses have no legal effect and are not binding even though you may have already signed the lease. A few such examples include the following:

(1) Clauses which try to change any of the tenant's rights to legal remedies or the lessor's obligations (discussed in Sections VII, VIII and IX below) when the premises are not in reasonable repair or compliance with the state and local housing codes;

(2) Clauses which try to change any of the tenant's rights under state law involving security deposits (discussed in Section XIV below);

(3) Clauses claiming to excuse the lessor from liability to the tenant for damages caused by the lessor's negligence;

(4) Clauses claiming to deny the tenant the right to trial by jury or certain other judicial procedures;

(5) Clauses which claim that the tenant is liable for legal costs or attorney's fees incurred by the lessor in excess of the costs and fees specifically allowed by statute. (The State statutes only allow the winner of a lawsuit to collect small legal costs and attorney fees which rarely exceed a total of $100 for a case going through trial.)

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

You may or may not have a right to a refund if you pay a deposit and decide not to move in. Consult the tenant and lessor advocate sections of this booklet for their views on your rights.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL

You have the right to a clean, sanitary dwelling before you move in, even if your lease says it does not have to be clean. Cleaning waivers are sometimes used when a tenant wants to move in early. Read the tenant and landlord advocate sections of this booklet for views on the validity of such a waiver and further information on this section.

B. YOUR RIGHT TO HAVE THE LESSOR REPAIR

Your lessor must also keep your dwelling in good repair. It must also be kept "up to Code" - in compliance with the Ann Arbor City and the Michigan State Housing Codes. Some general requirements of the City Code are listed in Section XVI.

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You may use this list as a reference or you may obtain a copy of the Ann Arbor Housing Code from the Department of Building and Safety, located on the sixth floor of City Hall.

C. THE CERTIFICATE OF COMPLIANCE

The lessor is also required by law to have a Certificate of Compliance with the Ann Arbor City Housing Code and you are entitled to see it on demand. If your lessor does not have a Certificate of Compliance or there are Code violations, you may be entitled to withhold your rent. Read the tenant and lessor advocate sections of this booklet for more information on this point.

VIII WITHHOLDING RENT

A. If the lessor fails to meet his or her obligations to the tenant, state law gives the tenant a right to withhold all or part of the rent under certain circumstances. The right to withhold all or part of rent may occur in the following situations:

(1) If the lessor violates the terms of the lease agreement; or

(2) If the lessor fails to maintain the premises in reasonable repair; or

(3) If the lessor fails to comply with the State or City housing codes; or

(4) If there is a total or partial constructive eviction. Such a constructive eviction occurs if the conduct or misconduct of the lessor makes all or part of the dwelling uninhabitable; or

(5) If the lessor imposes a retaliatory rent increase. A retaliatory increase occurs when the landlord raises the rent because a tenant took an action which was legally the tenant's right - such as making a complaint concerning the condition of the premises. In this instance, only rent in excess of the original amount may be withheld.

Withholding rent may lead to legal action by the lessor to evict you. You may be able to use as a defense that you withheld rent for one of the above purposes and you may have counter-claims. If there is a suit for nonpayment of rent, you have the right, except in rare situations, to avoid eviction by payment of the rent. Consult the tenant and landlord advocate sections of this booklet for further information on withholding rent.

B. If you decide to withhold rent, the following procedures are strongly recommended by both the lessor and tenant advocate authors:

(1) Make a list of everything that is wrong with your dwelling and of every violation of the lease by the lessor.

(2) Send your lessor a letter, inserting your list described in paragraph (1) above, preferably by certified mail, stating that you are withholding rent because of the condition of your dwelling and/or violations of the lease by the lessor. Make a copy of the letter and keep all of the mail receipts.

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(3) You may, at some future time, be required to pay some or all of the rents you have withheld. Accordingly, it is wise to set up a separate rent fund so that the money will be available when and if payment is required.

IX SUING THE LESSOR TO OBTAIN REPAIRS

Another way to obtain repairs is to sue the lessor. Read the landlord and tenant advocate sections of this booklet for information on this.

X THE TENANT'S RIGHT TO PRIVACY AND THE LESSOR'S LIMITED RIGHT TO ENTER

When you are a tenant, your dwelling is yours to have and peacefully enjoy. Your lessor does not have the right to enter your dwelling without your permission, in most cases.

It is courteous and makes sense to allow your lessor appointments at mutually convenient times under the following circumstances:

(1) To do repairs;

(2) To show the dwelling to perspective tenants;

(3) To permit City inspectors to perform routine inspections or inspections pursuant to complaints regarding the dwelling.

The lessor may be liable for trespass in case of unlawful entry. The tenant may be liable for damages in case of unreasonably denying appointments to enter. If a City inspector is refused entry, he may obtain a search warrant to require you to permit an inspection.

See your advocate sections for further opinions about your important right to privacy and your lessor's limited right to enter.

XI EVICTION PROCEDURE

A. GROUNDS FOR EVICTION

If you have a lease for a specific period of time, neither you nor the lessor may cancel the lease without specific grounds. The lessor may only commence eviction proceedings against you for the following reasons:

(1) You have not paid rent and are not legally withholding it; or

(2) You have willfully or negligently caused a serious and continuing health hazard, or an extensive and continuing health hazard, or an extensive and continuing physical injury to the premises, and you refuse to correct the health hazard or physical injury within seven days after a notice to do so or leave; or

(3) The lease period has expired; or

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(4) You have violated a lease provision which is so important as to justify eviction.

YOU MAY HAVE DEFENSES TO SOME OR ALL OF THE GROUNDS FOR EVICTION WHETHER YOUR LEASE IS FOR A SPECIFIC PERIOD OF TIME OR A "MONTHTO-MONTH" ORAL AGREEMENT. READ THE RESPECTIVE ADVOCATE SECTIONS.

B. ILLEGAL PROCEDURES

Unless you agree to turn over the premises to the lessor, he must follow the legal procedures described below to obtain possession of the dwelling. These procedures must be followed even if the lessor is legally entitled to evict you. If the lessor uses means other than the prescribed legal procedures, you may be entitled to sue the lessor for triple the amount of the damages you suffer. Such extra-legal procedures which will entitle you to damages include the following:

(1) Using force to enter the premises or to forcefully remove a tenant;

(2) Changing locks to prevent a tenant from re-entering the premises;

(3) Disconnecting utility services to the premises;

(4) Moving your possessions from the premises without your permission unless the lessor has won an eviction suit against you and has a court order or you have abandoned the premises.

C. NOTICES

Except in a case where a lease has expired, a lessor is obligated to serve upon you, either personally or by mail, a notice prior to starting an eviction suit. The following are the types of notices used:

(1) A seven-day "Notice to Quit" (move) or pay the rent due.

(2) A seven-day "Notice to Quit" (move) or repair serious defects caused by you or to cease serious health hazards caused by you.

(3) A notice to "terminate the tenancy." This notice is used to terminate a written or oral lease for an unspecified period, such as a month-to-month lease. It must be served on you at least one rental period prior to the termination date mentioned in the notice. Such a notice may also be used to terminate a lease because of a violation of lease terms.

If you receive one of these notices and don't intend to comply with it, you should immediately seek legal assistance. Read your respective advocate section about your rights.

D. SUMMONS AND COMPLAINT

The summons and complaint are the documents by which a lessor begins suit against a tenant. The complaint states the reasons that the lessor feels entitled to evict you. The summons gives you the date when you must appear in court and file an answer. If you fail to appear on the date specified on the summons, a default

judgment will be entered against you by the court. When you receive a summons and complaint, it is advisable to obtain legal assistance.

E. ANSWER TO COMPLAINT

The answer is the document the tenant files with the court to indicate either his agreement or disagreement with the claims made in the complaint. In addition, it is the document wherein the tenant asserts any rights the tenant has against the lessor, such as rights which may arise because of code violations, breaches of the lease or illegal remedies used by the lessor.

F. WRIT OF RESTITUTION

If the court determines that the lessor is entitled to evict you, the judge will order the issuance of a "writ of restitution." Such a writ is served by an authorized court officer who may forcefully remove you and your possessions from the dwelling. Normally there are ten days following the judgment before a writ may be issued.

If the eviction is for nonpayment of rent, the writ of restitution will not be issued for at least ten days following the judgment in favor of the lessor. During that ten day period, the tenant is entitled to reinstate the lease by payment of all past due rents and court costs and is also entitled to appeal the judgment.

G. PUBLIC HOUSING EVICTIONS

If you live in a dwelling leased from the Ann Arbor Housing Commission, you have a right to a hearing before eviction proceedings are started against you. To obtain such a hearing, you must request it after a notice to quit but prior to receipt of the summons and complaint.

XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT

As a tenant you have certain legal duties in the use and enjoyment of your dwelling. In addition, common sense applies in many cases where there may not be an actual "legal" duty.

A. LEGAL DUTIES

(1) Pay rent on time unless lessor has violated some obligation to you which excuses some or all of the rent.

(2) Do not store combustible liquids in your apartment in a dangerous manner.

(3) Vacate the premises timely at the end of your lease.

B. COMMON SENSE ITEMS

(1) Promptly report, in writing, if possible, any problems or needed repair.

(2) Do not remove furniture or fixtures from the units, if it is not yours, without the lessor's written permission.

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(3) Try not to make an unreasonable amount of noise which might disturb your neighbors.

(4) Do not let water escape from tubs or lavatories.

(5) Empty trash only into containers provided.

(6) Park only in designated areas.

(7) Do not use sharp instruments when defrosting refrigerator.

(8) Avoid putting foreign materials in drains that will cause clogging.

XIII LEASE ASSIGNMENT AND SUBLETTING

In most cases, you can sublet your dwelling to another tenant, but you remain liable for the rent for the remainder of the lease if the subtenant fails to make rental payments. Also, you may be liable for damages caused by the subtenant. Accordingly, it is wise to sublet only to a reliable person. If the lessor is agreeable, it may be possible to have the subtenant enter into an agreement with the lessor whereby the subtenant is substituted for you for the remaining period of the lease. In such a case you would not be liable if the new tenant failed to make rental payments or caused damage.

Some leases say you cannot sublet without permission of the lessor but that the lessor's permission "cannot be unreasonably withheld." This clause is valid. Read your advocate sections for information on what is "reasonable."

Some leases say you cannot sublet at all or that the lessor can withhold permission (whether or not "reasonably") or charge a fee. Your advocate sections differ on the validity of such lease clauses.

If you do sublet, it is recommended that both tenant and subtenant read the lease, read the advocate sections of this book and attempt to obtain the lessor's written permission to sublet, if there is any restriction on subletting in the lease. Even if there is no restriction, it is common courtesy to inform the lessor when a new (sub)tenant moves in.

Also, in the interest of avoiding honest misunderstanding, it is recommended that a written agreement be signed between the tenant and subtenant. This agreement should provide for a security deposit and should include the address and commencement and expiration dates of the sublease, monthly rental and security deposit amounts, who will pay utilities and information as to how to contact the tenant and subtenant if they wish to be notified by the lessor in case any questions arise concerning the sublease. It is also recommended that the lessor be notified what forwarding address should be used for the return of the security deposit. If this agreement provides for a security deposit, the security deposit laws must be complied with.

Here are two ways for handling security deposits between tenants and subtenants:

(1) Subtenant can pay a security deposit directly to the tenant and the subte-

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nant and tenant follow the same rules about security deposits as apply to lessors and tenants; or

(2) By arrangement with a willing lessor, the lessor may return the tenant's security deposit and receive and return the subtenant's security deposit directly.

XIV YOUR SECURITY DEPOSIT

Both the lessor and lessee have certain obligations regarding security deposits. Some are mentioned below. If you have trouble getting your security deposit back after you move out, contact legal help. The provisions below apply to all leases of residential dwellings.

A. Your security deposit by legal definition includes any rent you pay in advance other than for the first month's rent. For example, your last month's rent paid in advance is considered part of your security deposit. This security deposit cannot exceed one and one-half month's rent.

B. The lessor must give you an address where you can write to him about your security deposit within 14 days of the day you move in.

C. When you move in, the lessor must also give you two blank copies of an inventory checklist. You must note the condition of the unit and return one copy of the checklist to the lessor within seven days.

D. You must notify your lessor in writing within four days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocacy sections) of a forwarding address where you may be reached or where you may receive mail. If you fail to do this, the lessor is not obligated to give you an itemized list of damages claimed.

E. Money may be deducted from your security deposit for the following reasons **only:**

(1) For actual damages to the unit which were the direct result of conduct not reasonably expected in the normal course of living there. Deductions cannot be made for normal wear and tear of the apartment.

(2) For unpaid rent.

(3) For unpaid utility bills.

YOU MAY HAVE DEFENSES. SEE YOUR ADVOCATE SECTIONS.

F. Within 30 days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocate sections), the lessor must mail you a list of damages, the cost of repairs and the reasons why he intends to deduct money from your security deposit. He must send you a check for the amount he claims to which you are entitled.

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G. If you have given your lessor the forwarding address required in paragraph D and your lessor does not send this information within 30 days after the termination of your occupancy, he must send you the entire deposit.

H. If you do not agree with the damages claimed, you must notify your lessor by **mail** within seven days; otherwise, you forfeit the amount claimed.

I. If you have properly notified your lessor of your forwarding address and properly objected to the damages claimed, the lessor must either:

(1) Return the balance of the security deposit to you; or

(2) Start suit against you within 45 days after the termination of your occupancy. (This is not required in most cases when the lessor is only claiming money for unpaid rent. See your respective advocate sections.) Or

(3) Agree with you in writing about the amount the landlord will retain and the amount he will return to you.

J. If you do not properly notify your lessor of your forwarding address or you do not object to the damages claimed within the legal time limits, you may not have waived your rights to some or all of your security deposit. See your advocate sections.

K. The lessor is not required to comply with the foregoing procedures in the case of a non-refundable cleaning fee.

XV LIABILITY FOR DAMAGES

Either party may be liable to the other for negligence or breach of contract causing personal injury or damage to property, in most cases, even if the lease says otherwise. Unauthorized alterations to the dwelling may make the tenant liable for damages.

Neither party is liable to the other for an "act of God" (such as lightning).

The lessor might possibly be liable for injury or burglary by a third person, but only if the lessor was negligent, as in not providing adequate locks or lighting, and the tenant was not negligent, as in leaving the door unlocked. Read your advocate sections for further information.

Normally, a lessor's insurance does not protect the tenant's property unless damage is caused by the lessor. It is recommended that the tenant obtain insurance to protect the tenant's property and to protect the tenant from damage claims for accidental injury to the property of others.

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XVI SOME EXAMPLES OF CITY CODE REQUIREMENTS THAT MAY APPLY TO YOUR DWELLING

A. MINIMUM SPACE AND FACILITIES

The total floor area of a dwelling (excluding bathrooms, storage areas, closets, corridors and laundry facilities) must be at least 225 square feet.

The total floor area of each dwelling (excluding the same areas as above) must be at least 150 square feet for the first occupant and 100 additional square feet for each additional occupant.

At least one common room in a dwelling must have a minimum floor area of 120-150 square feet, dependent on the number of bedrooms. Kitchens and dining areas, if provided as separate areas, shall have a minimum habitable area of 35 and 50 feet respectively. Bedrooms in a dwelling having two or more rooms must have a total floor area of at least 70 square feet when one person sleeps in that room or a minimum floor area of 50 square feet per person when more than one person sleeps in that room. Children under 12 must have at least 40 square feet of floor area per person when two or more sleep in the room.

Every habitable room in a dwelling (excluding bathrooms, closets, etc.) must have a ceiling height of at least seven feet.

In habitable basements, at least 80% of every room must have a minimum ceiling height of 6 feet 8 inches. In rooms with sloped ceilings, at least 50% of the room must have a ceiling height of 7 feet.

No dwelling which has two or more bedrooms may be arranged so that access to the bathroom for occupants of one bedroom may be had only by passing through another bedroom, nor can access to one bedroom be through a bathroom or other bedroom.

Food may not be prepared in any room used for sleeping purposes, except in efficiencies.

Efficiency apartments must have a minimum floor area of 150 square feet for one occupant. For each additional occupant an additional 100 square feet of floor space must be provided.

Kitchenettes in an efficiency apartment must be at least three feet by five feet in size and must be accessible from the living room.

A cellar (a room which is underground where the distance from the adjoining ground to the ceiling is less than the distance from the adjoining ground to the floor) may not be used as a habitable dwelling, although it may be used for recreational purposes.

B. EGRESS

All parts of multiple dwellings must have access to two separate means of egress. Both must be accessible to all occupants without passing through one to get to the other or passing through a private room or apartment.

Of the two means of egress mentioned, one may be a fire escape, if it is enclosed and maintained in a safe condition. The escape must be accessible to all occupants through a door or casement window at least either 27 inches wide X 47 inches high or 22 inches wide by 53 inches high (those exits serving only one unit may be 22 inches wide by 47 inches high). These doors or windows must open in the direction of egress.

Multiple dwellings with more than 15 rooms of sleeping accommodations for more than 30 persons must have all means of egress designated by electric EXIT signs with letters at least four inches in height.

The primary entrance of a dwelling must have exterior lighting. Dwellings with multiple entrances must have at least 2 entrances lighted.

Automatic entrance lighting is required for buildings with 4 or more units.

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Storage within five feet of gas or oil fired heating devices is prohibited.

Storage in exitways is prohibited.

There are minimum dimension requirements for exitways.

C. LIGHT AND VENTILATION

Every habitable room must have at least one window or skylight opening directly to the outdoors (mechanical ventilation may be substituted in bathrooms.)

Minimum total window area for every habitable room must be at least 8 percent of the floor area of such a room.

Total openable window area must be at least 50 percent of the minimum allowable window area.

In kitchens, the window space requirements may be reduced or waived if there is adequate artificial lighting.

Every habitable room must have one window or skylight which can be easily opened or other device capable of ventilating the room.

Window and outside door screens must be installed by the owner to permit adequate ventilation. These screens must be installed by the owner by May 1 and may not be removed prior to September 30. All basement windows must be screened, if required for ventilation.

D. ELECTRICAL SERVICE

Every habitable room in a dwelling must contain at least two separate electrical outlets, spaced for convenience, and one switched light fixture or switched outlet.

Rooms not considered habitable (bathroom, laundry rooms, etc.) must be provided with fixtures to provide sufficient light.

Bathrooms must be provided, in most cases, with one convenience outlet, and rooms not provided with ceiling light fixtures must be provided with at least one convenience outlet or side wall lighting outlet controlled by a wall switch.

Electrical cords may not be allowed to run under rugs, through doorways, stapled to wooden baseboards or door casings or through holes in partitions or floors. Cords up to 6 feet long are allowed if they are the proper size for the devices they serve.

Wiring and fusing must be maintained in safe conditions at all times.

Smoke detectors or an automatic fire alarms system must be provided.

E. HEATING AND INSULATION

Heating facilities must be adequately installed and properly maintained at all times.

Facilities must be capable of heating all habitable rooms, including bathrooms, to 68 degrees F. when the temperature outdoors is as low as 10 degrees below zero.

When owners use temporary heating devices to maintain the required temperature, they must pay a prorated share of the heating bill.

Heating units in multiple dwellings must be separately enclosed.

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Windows and cracks must be caulked. Unheated attics or top stories must be insulated to R-19 if insulated before 1985 and R-30 if insulated later. These winterization requirements do not apply in several instances, one of which is if the landlord pays all the heating bills without charge to the tenants.

F. PLUMBING

Every plumbing fixture must be properly installed and in good working condition.

Every dwelling must have a working kitchen sink equipped with sufficient hot and cold water.

All dwellings must be provided with a bathroom within the dwelling which contains a flush toilet, a sink and a bathtub or shower in good condition. The sink or shower may be outside the bathroom but must be adjacent to it.

Sinks and bathtubs or showers must be equipped with hot and cold water.

In rooming houses, there must be at least one bathroom for each eight persons. The facility must be accessible from a common hall or corridor.

Water heating facilities must be properly installed and maintained in good working condition.

Water heating facilities must be capable of providing enough water heated to 110 degrees to provide for all sinks, tubs and showers.

G. SANITATION

No dwelling is to be occupied by new tenants unless it is clean, sanitary and fit for human occupancy.

The owner of the premises is responsible for maintaining those premises in a clean condition, except for that portion of the premises which the occupant controls.

The occupant must dispose of trash or garbage in covered containers. These containers must be provided by the owner and should be sufficient to provide accommodations for two weeks of accumulation. Garbage chutes are prohibited.

All facilities required by law must function safely and must be kept in good repair. Facilities, equipment and utilities cannot be stopped or discontinued when the dwelling is occupied except for temporary repairs or during temporary emergencies.

All parts of the dwelling, including heating, lighting, ventilation and plumbing, must be kept in good repair by the owner.

H. GENERAL MAINTENANCE

Foundations, floors, ceilings, walls and roofs must be reasonably weather-tight and rodent proof, capable of affording privacy and in good repair.

Roofs must not leak and rain water must have some sanitary means of drainage.
Exterior wood surfaces must be kept from deterioration by paint or other protective treatment.

Windows and doors must always be reasonably weather-tight and rodent proof and in good working condition and repair.

Stairs, porches and all other attached features must be kept in sound condition.

I. SECURITY

All exterior windows and doors must have locking devices. Double hung windows accessible from ground level must have pin or vent locks.

Sliding windows and doors must have a rod that can be used to prevent them from being opened.

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All swinging doors accessible from the outside must have a one inch deadbolt.

Every principal entrance door must have a window, side light or wide angle peephole viewer.

The above is a partial list of code requirements. They are subject to change or variance. See your advocate section.

XVII HELPFUL NUMBERS IN ALPHABETICAL ORDER

Ann Arbor Building Department 100 North Fifth Avenue	994-2678 (Housing Bureau)
Ann Arbor Housing Commission 727 Miller Avenue	994-2828
Ann Arbor Human Rights Office 100 North Fifth Avenue	994-2762
Ann Arbor Tenants Union	763-6876
Legal Services of Southeastern Michigan 420 North Fourth Avenue	665-6181
Michigan Bar Referral Service	1-800-968-0738
Student Legal Services 530 S. State	763-9920
University of Michigan Clinical Law Program 801 Monroe Street	763-4319
University of Michigan Off-Campus Housing and Dispute Resolution Services	763-4105