

Helping Clients Handle Eviction

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JUNE 9, 2022



THE RATE OF EVICTION
IS HIGH IN MICHIGAN

17% IN 2018*

1 IN 6 RENTAL UNITS
ANNUALLY



EVICTION IS MOST
COMMON IN
LOCATIONS WITH
HIGH RATES OF
POVERTY



TEMPORARY COVID-19
PANDEMIC EVICTION
ASSISTANCE AND
PROTECTION IS
ENDING

Why this
matters

*Michigan Evictions: Trends, Data Sources, and Neighborhood Determinants (Ann Arbor, MI: University of Michigan Poverty Solutions, May 2020), <https://poverty.umich.edu/files/2020/06/Michigan-Eviction-Project-working-paper.pdf>;

Eviction Rate by Year: Landlord Tenant New Filings and Evictions

Eviction Rate by Calendar Year			
Year	New Filing Count	Eviction Count	Eviction Rate
2019	145,015	41,905	29%
2020	69,932	13,636	19%
2021	80,811	9,817	12%
2022	46,205	6,510	14%
Total	341,963	71,868	21%

Eviction Rate by Pandemic Year			
Pandemic Status	New Filing Count	Eviction Count	Eviction Rate
Pre-Pandemic	140,356	41,057	29%
Pandemic	65,204	7,314	11%
Neither	101,268	13,026	13%
Total	306,828	61,397	20%

Calendar Year: January - December
 Pre-Pandemic: April 2019 - March 2020
 Pandemic: April 2020 - March 2021

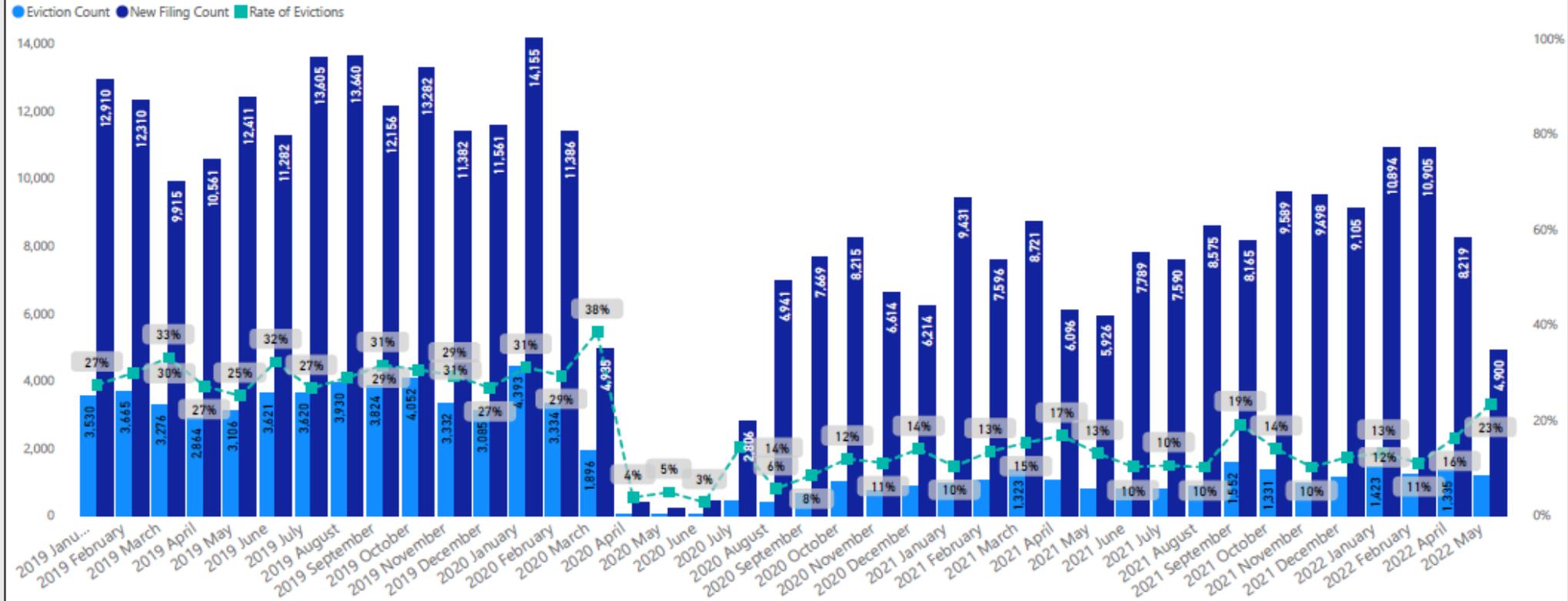
Last Refresh Date
 05/23/2022

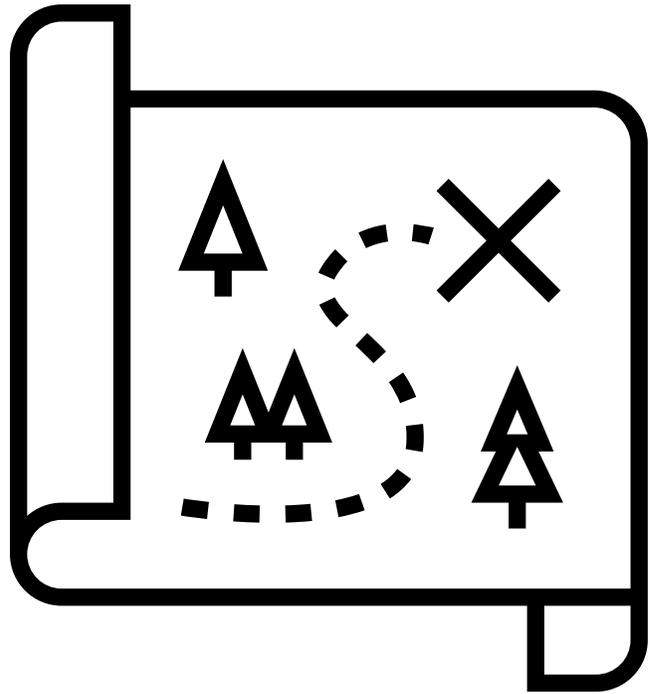
Inclusions: See Appendix A

Data is preliminary and has not been vetted by individual courts

Data from the week of and week prior to the refresh date may not be complete for all courts.

Rate of Evictions by Month





Michigan Eviction Procedure

Self-help eviction is illegal

Landlord may not lock out tenants

Landlord may not consider an occupant a “squatter” in most circumstances

Landlord may not shut off electricity, water, or other utilities – or let them be shut off for nonpayment if paid by landlord

Landlord may not hold private property hostage

Landlord must provide written notice in all cases

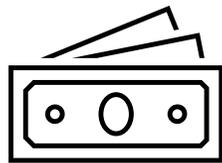
Landlords may only evict with a court order

Police may only evict with a court order

Landlords who do lock-out, shut off utilities, or otherwise illegally evict can owe tenant \$

Two common types of rental eviction:

Nonpayment of Rent



Termination of Tenancy



Nonpayment of Rent Eviction

7 days notice – “Demand for Possession”

Landlord must state a specific amount of rent owed

May only be based on rent owed – not other \$

Tenant has the right to cure by paying the rent

Landlord cannot evict if tenant pays the rent in the time required by law

Nonpayment of Rent

Example

Demand for Possession

Approved, SCAO

STATE OF MICHIGAN	DEMAND FOR POSSESSION NONPAYMENT OF RENT Landlord-Tenant	
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To: ^(A) Terry Tenant
123 Rental Street
Jackson, MI 49201

Notice to mobile home owners who rent land in a mobile home park:
If you have been late on payments on three or more occasions during any 12-month period and the park owner has given you a written demand for possession for nonpayment of rent on each occasion, the park owner may have just cause to evict you.

1. Your landlord/landlady, ^(B) Lynn Landlord, says that you owe \$ ^(C) 650.00 rent.
Name (type or print)

^(D) Address or description of premises rented (if different from mailing address)

2. If you owe this rent, you must do one of the following within 7 days from the date this notice was served.
a. Pay the rent owed. or b. Move out or vacate the premises.
If you do not do one of the above, your landlord/landlady may take you to court to evict you. If you move out or vacate, you may still owe rent.

3. If your landlord/landlady takes you to court to evict you and if you have paid the rent, or if you believe there is a good reason why you do not owe the rent, you will have the opportunity to present the reasons why you believe you should not be evicted.

4. If you believe there is a good reason why you do not owe the rent claimed by your landlord/landlady, you can have a lawyer advise you. Call him or her soon.

^(E) June 9, 2022
Date
L y n n L a n d l o r d
Signature of owner of premises or agent
456 Landlord Avenue
Address
Jackson, MI 49201 517-555-4321
City, state, zip Telephone no.

CERTIFICATE OF SERVICE

I certify that on _____ I served this notice on _____
Date Name

by delivering it personally to the person in possession.
 delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
 first-class mail addressed to the person in possession.
 electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: _____

Signature

Court copy (to be copied, if necessary, to attach to the complaint)

DC 100a (6/19) DEMAND FOR POSSESSION, NONPAYMENT OF RENT, Landlord-Tenant MCL 600.5714(1)(a), MCL 600.5716, MCL 600.5718, MCL 600.5775(2)(f)
Form Instructions

Nonpayment of Rent

Example

Complaint for Nonpayment of Rent

Approved, SCAO		Original - Court 1st copy - Tenant	2nd copy - Mailing 3rd copy - Landlord
A STATE OF MICHIGAN JUDICIAL DISTRICT 12TH	COMPLAINT NONPAYMENT OF RENT Landlord - Tenant	CASE NO. 22 - 00000 - LT	
Court address 312 S. Jackson Street, Jackson, MI 49201		Court telephone no. 517-788-4037	
B Plaintiff name(s), address(es), and telephone no(s). Lynn Landlord 456 Landlord Ave. Jackson, MI 49201 517-555-4321		v	Defendant name(s), and address(es) Terry Tenant 123 Rental Street Jackson, MI 49201
Plaintiff's attorney, bar no., address, and telephone no. Joseph T. Blowhard (P111222) Attorney for Plaintiff 987 Fancy Street Jackson, MI 49201			
C The plaintiff states: 1. <input checked="" type="checkbox"/> There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint. <input type="checkbox"/> A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are _____. The action <input type="checkbox"/> remains <input type="checkbox"/> is no longer pending. 2. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the demand for possession showing when and how it was served.			
D 3. The person entitled to possession of the property described in the attached demand for possession is <u>Lynn Landlord</u> Name (type or print)			
E 4. The defendant is in possession of the following portion of the property: <u>123 Rental Street</u>			
F 5. The plaintiff has a right to possession of the property for nonpayment of rent: a. Rental rate: \$ <u>650.00</u> per <u>Month</u> b. Payable on: <u>First of the Month</u> c. Rent is paid through <u>May 2022</u> d. Total rent due now is \$ <u>650.00</u> e. Other money is due: \$ <u>300.00</u> for <u>unpaid water bill</u> and due by <u>03/31/2022</u>			
G <input type="checkbox"/> 6. The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____.			
H <input checked="" type="checkbox"/> 7. (Must be checked unless modified by lease.) The plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease. 8. The defendant has not complied with the demands made. 9. The plaintiff requests a judgment of possession and costs.			
I NOTE: If you wish to demand a jury trial, you must file a jury demand (MC 22). SUPPLEMENTAL COMPLAINT			
J <input type="checkbox"/> 10. Complaint is made and judgment is sought for money damages against the defendant as follows: <input type="checkbox"/> Rent owing as set out in paragraph 5 above, plus additional rent at the rate of \$ _____ per _____ until judgment, plus costs. <input type="checkbox"/> Damages claimed:			
K 07/01/2022 Date		Joseph T. Blowhard Plaintiff/Attorney signature	
DC 102a (12/19) COMPLAINT, NONPAYMENT OF RENT, Landlord - Tenant MCL 600.5714, MCR 2.113(C), MCR 4.201(B) Form instructions			

Termination of Tenancy Eviction

30 days notice - “Notice to Quit”

7 days notice – Criminal or drug activity, Health Hazard
(uncommon)

Purpose is to end the tenancy and evict the tenant

No specific reason is needed if the tenancy is
“month-to-month” (expired lease, no lease, etc.)

Must have just cause if:

- Eviction during a lease for a term (e.g. 12 months)
- Criminal activity, drugs, health hazard (special rules apply)
- Eviction from most subsidized housing
- Eviction of a mobile home owner in a mobile home park

Tenant must move unless they win or landlord
agrees to continue the tenancy

Termination of Tenancy

Example

Notice to Quit

Approved, SCAO

STATE OF MICHIGAN	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	
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(A)
TO: Terry Tenant
123 Rental Street
Jackson, MI 49201

(B) Lynn Landlord
Name (type or print)

1. Your landlord/landlady, Lynn Landlord, is seeking to recover possession of property pursuant to
(C) MCL 554.134(1) or (3) (see other side) other: Unauthorized Occupant and wants to evict you from:
(D) Address or description of premises rented (if different from mailing address):

(E) 2. You must move by July 9, 2022 or your landlord/landlady may take you to court to evict you.
Date ("see note")

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

(F) June 9, 2022
Date
Lynn Landlord
Signature of owner of premises or agent
456 Landlord Avenue
Address
Jackson, MI 49201 Telephone no. 517-555-4321
City, state, zip

*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

(G) CERTIFICATE OF SERVICE
I certify that on _____ I served this notice on _____
Date Name

by delivering it personally to the person in possession.
 delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
 first-class mail addressed to the person in possession.
 electronic service to the person in possession (who has consented in writing to such service) at the following electronic service address: _____

Signature _____

Court copy (to be copied, if necessary, to attach to the complaint)

DC 100c (6/19) NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY, Landlord-Tenant MCL 600.5714(1)(c)(iii), (e)
Form Instructions

Termination of Tenancy

Example

Complaint to Recover Possession

Approved, SCAO		Original - Court 1st copy - Tenant	2nd copy - Mailing 3rd copy - Landlord
A STATE OF MICHIGAN 12TH JUDICIAL DISTRICT	COMPLAINT TO RECOVER POSSESSION OF PROPERTY	CASE NO. 22 - 0000000 - LT	
Court address 312 S. Jackson Street, Jackson, MI 49201		Court telephone no. 517-788-4037	
B Plaintiff name(s), address(es), and telephone no(s). Lynn Landlord 456 Landlord Ave. Jackson, MI 49201 517-555-4321	v	Defendant name(s), and address(es) Terry Tenant 123 Rental Street Jackson, MI 49201	
Plaintiff's attorney, bar no., address, and telephone no. Joseph T. Blowhard (P111222) Attorney for Plaintiff 987 Fancy Street Jackson, MI 49201			
The plaintiff states:			
C 1. <input checked="" type="checkbox"/> There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this complaint. <input type="checkbox"/> A civil action between these parties or other parties arising out of the transaction or occurrence alleged in this complaint has been previously filed in _____ Court. The docket number and assigned judge are _____.			
The action <input type="checkbox"/> remains <input type="checkbox"/> is no longer pending.			
2. Attached to this complaint is a copy of the lease or occupancy agreement, if any, under which possession is claimed, and a copy of the notice to quit or demand for possession, if any, showing when and how it was served.			
D 3. The person entitled to possession of the property described <input checked="" type="checkbox"/> in the attached notice/demand <input type="checkbox"/> as follows: _____ is <u>Lynn Landlord</u> Name (type or print)			
E 4. The defendant is in possession of the following portion of the property: <u>Entire Premises</u>			
F 5. The plaintiff has a right to possession of the property because: <input type="checkbox"/> a. lease expired on _____ . <input checked="" type="checkbox"/> b. tenancy was terminated by notice to quit. <input type="checkbox"/> c. lease terminated per provision in lease (para. no. ____) <input type="checkbox"/> d. defendant is a trespasser. Explain in space beneath item f. <input type="checkbox"/> e. forcible entry was made or possession was held by force after a peaceful entry. <input checked="" type="checkbox"/> f. other: <u>Unauthorized Occupant on Premises / violation of lease</u>			
Describe in detail how the trespass occurred on how the premises are being illegally held. State that no lawful tenancy existed between the parties in the time that has passed since the trespasser took possession. Use a separate sheet of paper if needed.			
G <input type="checkbox"/> 6. The tenancy involves regulated housing operated by or under rules of a governmental unit. The rule or law under which the tenancy is ended is _____.			
H <input checked="" type="checkbox"/> 7. The plaintiff declares that this residential property was kept fit for the use intended and has been kept in reasonable repair during the term of the lease.			
I <input checked="" type="checkbox"/> 8. The defendant remains in possession of the property.			
9. The plaintiff requests a judgment of possession and costs.			
J NOTE: If you wish to demand a jury trial, you must file a jury demand (MC 22).			
SUPPLEMENTAL COMPLAINT			
K <input type="checkbox"/> 10. Complaint is made and judgment is sought for money damages against the defendant as follows: Use a separate sheet of paper if needed.			
L July 10, 2022 Date		Joseph T. Blowhard Plaintiff/Attorney signature	

DC 102c (12/19) COMPLAINT TO RECOVER POSSESSION OF PROPERTY MCL 600.5714, MCR 2.113(C), MCR 4.201(B)
[Form Instructions](#)

Special Problem: Subsidized Housing

Many different kinds of subsidized housing

- Section 8, public housing, LIHTC, USDA, others

Rules are complicated and unfamiliar

Federal law can override State law

May have extra notice requirements and restrictions on when Landlord can evict

May be entitled to protection of “just cause” requirement even if month-to-month tenancy

Michigan law requires Landlord to declare whether the tenancy being ended is subsidized

Examples:

- LIHTC and USDA apartments guarantee tenant cannot be evicted without “just cause”
- Section 8 Voucher Tenants must follow special requirements when moving with their voucher or risk losing their Section 8 entirely
- Public Housing Tenants are entitled to meet with Landlord and cure problem before any eviction is filed at court

Special Problem: Homeowner Eviction

- Land contract forfeiture
- “Rent to Own”
- Mortgage Foreclosure
- Property Tax Foreclosure

Some ownership situations are disguised as rental eviction and filed at court like a rental eviction

Each purchase or ownership situation is complex and has its own rules and procedures

Homeowners usually have more legal protections than renters

Tenants facing a ‘rental’ eviction that claim they own or are purchasing the home should seek legal counsel immediately

What happens at Court?

Pretrial Conference – preliminary hearing

May include (depends on the County):

- Consultation with CAA, DHHS, other services
- Consultation with a Legal Services attorney
- Mediation with a neutral mediator
- Parties can try to negotiate a settlement
- Schedule next hearing

Temporary COVID-19 rules have required court to give extra time for CERA application process

Bench Trial – case decided by the Judge

Landlord presents evidence and testifies

Tenant presents evidence and testifies

Judge decides whether Landlord has right to evict the Tenant

If Judge agrees with Landlord enters a Judgment providing 10 final days for Tenant to move from home (with rare exceptions)

How can Tenants avoid eviction?

Before a court case is filed:

- Talk to the Landlord, find out if situation can be resolved or agreement can be reached
- If Nonpayment of Rent: pay the rent or make arrangements to get it paid if no dispute over amount
- Seek assistance early
- Understand timelines to avoid crisis mode
- Avoiding a court filing is always preferred because there is no “eviction” case to be found by a future Landlord.

After a court case is filed:

- Seek legal advice
- Talk to the Landlord and see if settlement can be reached to dismiss case with payment of rent or correction of the “problem”
- If no defenses consider an agreement for a Conditional Dismissal that ends court case if Tenant pays or moves as agreed
- A Conditional Dismissal has the same legal function as a “Judgment” for purposes of qualifying for financial assistance.

Judgment versus Conditional Dismissal

Example Judgment for Nonpayment of Rent Eviction

Appears on Tenant court record as an "eviction".

Future Landlords may hold this against a Tenant.

Approved, SCAO	Original - Court 1st copy - Defendant	2nd copy - Defendant 3rd copy - Plaintiff
12TH STATE OF MICHIGAN JUDICIAL DISTRICT	JUDGMENT LANDLORD-TENANT	CASE NO. 22 - 00000 - LT
Court address 312 S. Jackson Street, Jackson, MI 49201		Court telephone no. 517-788-4037
Plaintiff Lynn Landlord	v	Defendant Terry Tenant
Joseph T. Blowhard (P111222) Attorney for Plaintiff 987 Fancy Street Jackson, MI 49201 Plaintiff/Attorney <input type="checkbox"/> Personal service		THE COURT FINDS: by <input checked="" type="checkbox"/> hearing <input type="checkbox"/> default* <input type="checkbox"/> consent** *For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act. POSSESSION JUDGMENT <input checked="" type="checkbox"/> 1. The plaintiff has a right to recover possession of the property. <input type="checkbox"/> 2. There is now due to the plaintiff for nonpayment of rent and other money due under the lease: a. Rent to retain possession \$ 1,300.00 b. Other money due..... \$ _____ c. Costs..... \$ 150.00 d. Total \$ 1,450.00 <input type="checkbox"/> 3. The defendant has a right to retain possession.
IT IS ORDERED: <input checked="" type="checkbox"/> 4. <input checked="" type="checkbox"/> a. The plaintiff can apply for an order evicting the defendant if the defendant does not pay the plaintiff or the court the amount due in item 2d above or does not move out on or before <u>07/29/2022</u> . Date <input type="checkbox"/> b. The plaintiff can apply for an order evicting the defendant if the defendant does not move out on or before _____ . Date <input type="checkbox"/> c. An immediate order of eviction shall be entered pursuant to MCL 600.5744(3). <input checked="" type="checkbox"/> 5. The defendant may be liable for money damages after moving if additional rent is owed or if there is damage to the property. <input checked="" type="checkbox"/> 6. Acceptance of partial payment of the total amount due in item 2d above <input type="checkbox"/> will <input checked="" type="checkbox"/> will not prevent the court from issuing an order evicting the defendant. <input checked="" type="checkbox"/> 7. No money judgment is entered at this time.		
MONEY JUDGMENT <input type="checkbox"/> 8. A possession judgment was previously entered. Damages \$ _____ <input type="checkbox"/> 9. A money judgment, which will earn interest at statutory rates, is entered as follows: Costs \$ _____ Total \$ _____		
10. THE COURT FURTHER ORDERS: _____		
<u>07/18/2022</u> Date	Hon. Jane Goodjudge P 2 2 2 3 3 3 Judge	Bar no.
YOU ARE ADVISED that you may file a motion for a new trial, a motion to set aside a default judgment, or an appeal and appeal bond, which must comply with all court rules and must be filed in court by <u>07/21/2022</u> . You may want legal help. Date		
<input checked="" type="checkbox"/> MCR 4.201(f) was explained to the parties.		
CERTIFICATE OF MAILING: I certify that on this date I served a copy of this judgment on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3). Date _____ Deputy clerk _____	**Approved: Date _____ Plaintiff/Attorney _____ Date _____ Defendant/Attorney _____	

Judgment versus Conditional Dismissal

Example Conditional Dismissal for Nonpayment of Rent

If Tenant complies with terms of settlement the court case is fully Dismissed and no “eviction” can be found by a future Landlord.

STATE OF MICHIGAN 12TH JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 22 - 000000 - LT
Court address 312 S. Jackson Street, Jackson, MI 49201		Court telephone no. 517-788-4037
Plaintiff's name, address, and telephone no. Lynn Landlord 456 Landlord Ave. Jackson, MI 49201 517-555-4321	v	Defendant's name, address, and telephone no. Terry Tenant 123 Rental Street Jackson, MI 49201
Plaintiff's attorney, bar no., address, and telephone no. Joseph T. Blowhard (P111222) Attorney for Plaintiff 987 Fancy Street Jackson, MI 49201		Defendant's attorney, bar no., address, and telephone no. Susan A. Goodlawyer (809999) Legal Services of South Central Michigan Attorneys for Defendant 540 N. Jackson Street Jackson, MI 49201

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

- The case is dismissed without prejudice subject to the conditions below.
- Defendant shall pay the following to plaintiff pursuant to the terms in item 3:
 on or before _____ Date _____
 - Rent \$ _____ due through the time period ending _____ Date _____
 - Court costs \$ _____
 - Other money due \$ _____
 - Total \$ _____
- Further conditions: Community Action Agency shall pay Plaintiff \$1,300.00 rent and \$150.00 costs, for a total of \$1,450.00, from the CERA program, and this case shall be dismissed.
- If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.
 - Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*
 - OR**
 - This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Approved, SCAO
Form DC 508, Rev. 4/21
MCR 2.602, MCR 4.201
Page 1 of 2

Distribute form to:
Court
Plaintiff
Defendant

Consent Order for Conditional Dismissal, Landlord-Tenant (4/21)
Page 2 of 2

Case No. 22 - 000000 - LT

- Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.
- The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.
- Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

MCR 4.201(l) was explained to the parties.

Hon. Jane Goodjudge 07/18/2022
Judge signature and date

Approved as to form and content.

Joseph T. Blowhard
Plaintiff/Plaintiff's attorney signature and date

Susan A. Goodlawyer
Defendant's attorney signature and date

Terry Tenant 07/18/2022
Defendant's signature and date (optional if represented)

What happens after eviction?

Lawful eviction happens after a Judgment is entered by the Court

Judgment usually provides 10 final days to vacate premises

Landlord may not disturb Tenant during the final 10 days

If Tenant remains after the 10 days the Landlord must file for an Order of Eviction

Order of Eviction can only be executed by a court officer– Sheriff, process server, etc.

After execution of Order of Eviction the Tenant cannot return to premises without permission

If Tenant returns to premises they are a Trespasser and can be arrested

If Tenant has not removed personal property Landlord can throw away property unless Tenant makes arrangements to retrieve and Landlord agrees

Additional Resources



www.michiganlegalhelp.org

Information about eviction

Self-help tools

Guide to Legal Help connects clients with legal services attorneys in their area



Counsel & Advocacy Law Line (CALL)

888-783-8190

Statewide legal services hotline
Clients can consult with an attorney

Contact Information



Michael R. Derby

Legal Services of South Central Michigan

mrderby@lsscm.org

517-787-6111

540 N. Jackson Street, Jackson, MI 49201