

Illegal Lease Clauses

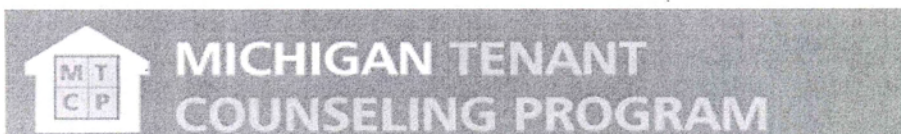
“Just because you signed the lease doesn’t mean you agreed to an illegal clause in it.”

The State of Michigan **Consumer Protection Act** protects you as a consumer from unfair trade practices in any business transaction. In rental agreements, this act makes illegal any clause in a lease that misleads or confuses you about your legal rights and obligations.

The State of Michigan **Truth in Renting Act** prohibits clauses in leases which waive a tenant’s legal rights. The act also requires that all leases include the landlord or manager’s name and address, and a notice of the Truth in Renting Act.

Some examples of illegal lease clauses:

- 1. Separation of covenants to pay rent from landlord’s duty to repair and maintain.* This means you have to pay your rent regardless of whether the landlord maintains the repairs the premises. This clause is in violation with Michigan law.
- 2. Tenant agrees to take premises as they are.* This means that once you sign your lease you give up the right to object to the condition of the premises, appliances, or furniture. This clause is also in violation of Michigan law.
- 3. Landlord disclaims liability for damage to property or for personal injury.* According to Michigan Law a landlord cannot remove her/himself from liability for negligence.



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