



BE AN INFORMED TENANT

Heating Your Rental Unit

For rental units in the City of Holland, landlords must provide a heating system capable of providing “sufficient heat” to all habitable rooms. “Sufficient Heat” means a room temperature of no less than 65 degrees F as measured at a point three feet above the floor and three feet from an existing wall, from September 15-May 15.

If exterior temperatures fall below 0 degrees F and the heating system is operating at full capacity, “Sufficient heat” is defined as a room temperature of not less than 60 degrees F.

Source: City Ordinance No. 1341, 7-17-2002. Section 14-4.17, c.

What to do if the heat isn't working

- Call your landlord first to give them an opportunity to resolve the problem. Follow up your phone call with a letter to ensure that documentation exists. Keep copies of all communications and notes of discussions.
- If the landlord fails to make necessary repairs in a reasonable amount of time, notify Community & Neighborhood Services at 616-355-1330.
- See **Withholding Rent for Repairs** for further options.

What to do if you need help paying your heating bill

- Community Access Line of the Lakeshore (C.A.L.L.) connects you with essential health and human services right in your community. Visit call-211.org or dial 211 or 877-211-5253 or 231-733-1155 to speak with a specialist.
- Contact your utility provider, explain your situation, and ask about options to help you pay.
 - Semco Energy: 800-624-2019, semcoenergygas.com
 - Consumers Energy: 800-477-5050, consumersenergy.com
 - Holland Board of Public Works: 616-355-1500, customerservice@hollandbpw.com

For more information contact Legal Self Help Center at
www.miottawa.org/courts/legal/



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Protect Your Security Deposit

The SECURITY DEPOSIT is an amount of money paid by you, the tenant, to your landlord other than the first rent payment.

Under Michigan law, Security Deposits cannot exceed 1.5 times the monthly rent. Only “refundable” fees are deemed to be security deposits.

Security deposits are the lawful property of the tenant until the landlord establishes a right to it – generally by obtaining a court order.

Your landlord must deposit your security deposit with a regulated financial institution (bank or credit union) OR deposit a cash bond to secure the entire deposit with the Secretary of State.

Within 14 DAYS of moving into your home, your landlord must provide you with a written notice of ALL of the following:

- Landlord’s name and address;
- Name and address of the financial institution where the security deposit is held OR the name and address of the surety company and who filed the bond with the Secretary of State;

Your landlord must provide you with two blank copies of the INVENTORY CHECKLIST upon move in. The Inventory Checklist preserves some proof of the condition of the property when you move in. You must complete and return the checklist to your landlord within 7 DAYS after moving in. If you fail to complete it or fail to return it and a dispute over damages occurs at the end of your lease, it’ll be your word against your landlord’s. Take time/date stamped photos or video recordings of the property before you move in.

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Protect Your Security Deposit

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Within 4 days of moving out or at the end of your lease, you **MUST** provide **WRITTEN NOTIFICATION** of your forwarding address to your landlord. If you provide the forwarding address within 4 days after moving out, your landlord has **30 DAYS** from move-out to respond. Your landlord can either:

- Return the entire amount of the deposit by check or money order, OR
- Send - by mail - an itemized list of damages lawfully assessed against the deposit and a check or money order for the remaining balance of the deposit, if any.

If you dispute the claim of damages, you **MUST** respond **BY MAIL** within **7 DAYS** of receiving the list. You **MUST** respond in detail to each item of damage and the amount assessed.

Your landlord now has two choices:

- They can negotiate or mediate an agreement with you, in writing, OR
- Take the matter to court.

Remember: the security deposit remains your property until your landlord perfects a claim to it - either by agreement or court order. If the issue goes to court, the landlord **MUST PROVE** that you are responsible for the damages.

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Can My Landlord Raise My Rent?

Your landlord may not alter a lease provision, like the amount of the rent, after the lease begins unless you provide written consent.

Exceptions to this: with 30 days written notice, your landlord may adjust your rent amount IF there is a clause in your lease allowing for adjustments.

Allowed adjustments are:

- Changes required by federal, state, or local law, rule or regulation. For example, changes that require the installation and maintenance of safety equipment or other routine maintenance to the property.
- Changes in the amount of rental payments to cover additional costs incurred by the landlord because of increases in property taxes, increases in utilities, and increases in property insurance premiums.

What to do if your landlord raises your rent without due cause:

- Inform your landlord, first.
- Seek legal assistance to resolve.
 - Legal Aid of West Michigan, www.lawestmi.org or 616-394-1380
- Consider mediation.
 - Mediation Services, www.mediationservices.works or 616-399-1600



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Withholding Rent for Repairs

There are three types of maintenance problems:

- Emergencies require action within 24 hours and pose an immediate threat to the health and safety of the occupant(s) – gas leak, flooding, defective furnace, major roof damage.
- Major Problems affect the quality of the residential environment, but not to the degree that the life of the occupant(s) is immediately endangered – defective water heater, clogged drain, heating problem in part of the house.
- Minor problems fall in the nuisance category – defective lighting and/or locks, dripping faucets, household pests, peeling paint and wallpaper.

What to do if your landlord fails to make necessary repairs:

If you have a maintenance problem:

- Notify your landlord and allow a reasonable time for repair. Start with a phone call and follow up with a letter or email to ensure that documentation exists.

If your landlord fails to make necessary repairs you have 2 choices:

- Pay for the repair yourself and deduct the cost from the rent, OR
- Withhold rent. To do so legally you must:
 - Have your rent paid up to date.
 - Inform your landlord in writing of your plan to withhold rent. See letter samples in [A Practical Guide to Tenants & Landlords, pp. 43-45.](#)
 - Open an escrow account at a bank.
 - Pay rent into the account when it is normally due.
 - After repairs are made, forward the rent to the landlord.
 - If repairs are not made, submit a complaint to the City of Holland Housing Inspector at submit.cityofholland.com or call 616-355-1330 or email cns@cityofholland.com.