

LANDLORD TENANT-NO INVENTORY CHECKLIST

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MylaFord

<probatereg@sanilaccounty.net>

unread,

Jan 27, 2021, 9:13:26 AM (6 days ago)



to MADCM

Good morning!

Does your court strictly adhere to MCL 554.608 which says that "The landlord shall make use of inventory checklists . . ." So, If they didn't do inventory checklists, then they are not entitled to damages. Or do you just proceed and make a determination regarding damages based on testimony and other evidence?

Seems most of my cases do not have checklists.



Daniel Norbeck

<DNorbeck@allegancounty.org>

unread,

Jan 27, 2021, 9:16:36 AM (6 days ago)



to madcm@googlegroups.com

I admonish them about having them, but I would still take evidence and make a decision without one.

-Dan Norbeck

Allegan County

From: ma...@googlegroups.com [mailto:ma...@googlegroups.com] **On Behalf Of** MylaFord
Sent: Wednesday, January 27, 2021 9:13 AM
To: MADCM <ma...@googlegroups.com>
Subject: LANDLORD TENANT-NO INVENTORY CHECKLIST

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Good morning!

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Jonathan Morse

<jjm@co.newaygo.mi.us>

unread,

Jan 27, 2021, 9:20:50 AM (6 days ago)



to madcm@googlegroups.com

In small claims MEDIATION hearings (like a NOP prior to small claims) because I am a non-attorney Magistrate, I do bring that that up and how difficult it is to determine exact damages. Landlord understands this and usually caves on some/most of the monetary value. They do have pictures usually to support

damages and I use that to come up with a fair figure but hammer them on not having an inventory checklist especially if they take a security deposit!

From: ma...@googlegroups.com <ma...@googlegroups.com> **On Behalf Of** MylaFord
Sent: Wednesday, January 27, 2021 9:13 AM
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Subject: LANDLORD TENANT-NO INVENTORY CHECKLIST

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J Patrick Brennan
<jbrennan@ferndalecourt.com>
unread,
Jan 27, 2021, 9:44:18 AM (6 days ago)



to madcm@googlegroups.com
I strictly adhere to the statute. Landlords are well aware of the pre and post inventory checklist. This requirement is to protect tenants.

Sent from my iPad

On Jan 27, 2021, at 9:13 AM, MylaFord <proba...@sanilaccounty.net> wrote:

Good morning!

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--



Sharon Brinks (brinkslawfirm@brinkslawfirm.net)
<brinkslawfirm@brinkslawfirm.net>

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Jan 27, 2021, 9:47:27 AM (6 days ago)



to madcm@googlegroups.com

I have a link to the MI landlord tenant brochure which we send to both parties prior to the hearing.



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James Brennan

<jamesbrennanlaw64@gmail.com>

unread,

Jan 27, 2021, 9:59:39 AM (6 days ago)



to Jonathan Morse

We do the same thing.



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visit <https://groups.google.com/d/msgid/madcm/CH2PR19MB349344B4ACEE95A6DC71814FABBB9%40CH2PR19MB3493.namprd19.prod.outlook.com>.



J Patrick Brennan

<jbrennan@ferndalecourt.com>

unread,

Jan 27, 2021, 10:14:59 AM (6 days ago)



to madcm@googlegroups.com

I strictly adhere to the statute. Landlords are well aware of the pre and post inventory checklist. This requirement is to protect tenants.



amgh...@gmail.com

<amgheiss@gmail.com>

unread,

Jan 27, 2021, 1:01:31 PM (6 days ago)



to MADCM

I tend to get rather practical about it. IMHO, the statute simply prohibits the use of the security deposit, it doesn't give a tenant free reign to destroy things. I normally point it out, ask for the reason, and then see what the tenant has to say. If it becomes a 50/50 on whether the damage was present when the tenant moved in, the lack of the inventory checklist usually cuts against the landlord. If the tenant admits the damage, then I might still award landlord compensation, then point out that the security deposit cannot cover it and might have to be returned. This confusing mess usually creates a situation where the tenant just *agrees* that the amount from the security deposit can be used.

I have to admit, though, this is a pretty *rare* thing for me



MylaFord

<probatereg@sanilaccounty.net>

unread,

Jan 27, 2021, 2:44:31 PM (6 days ago)

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□

to madcm@googlegroups.com

Thank you everyone for your input!

So, I just got done with the hearing. In this case, landlord did do an inventory checklist at commencement, but tenant never returned it. Defendant landlord asked for clarification because he thought his only duty was to provide the checklist to the tenant. Tenant then had a duty to return the checklist in 7 days.

My conclusion is that 1) he did not provide me with a copy of the move in inventory that he sent to the tenant, which may have helped, and 2) I still put the burden on the landlord to make use of the inventories, which includes making sure the landlord gets the inventory back from the renter. As far as I'm concerned, if a landlord wants to be successful in recovering damages from the security deposit, then landlord should provide evidence so that I'm not guessing who is telling the truth. Plus he only used a checklist at commencement, not termination. Not sure if that matters.

554.608 Inventory checklists. Sec. 8. (1) The landlord shall **make use** of inventory checklists both at the **commencement and termination** of occupancy for each rental unit which detail the condition of the rental unit for which a security deposit is required. (2) At the commencement of the lease, the **landlord shall furnish** the tenant 2 blank copies of a commencement inventory checklist . . . (3) . . . the tenant shall review the checklist, note the condition of the property and return 1 copy of the checklist to the landlord within 7 days after receiving possession of the premises

Would you do the same, or would you hold tenant responsible for not returning the commencement inventory?

Myla L. Ford
Probate Register
District Court Attorney Magistrate
Sanilac County Probate Court
60 West Sanilac Avenue, Room 213
Sandusky, MI 48471
[810-648-3221 x 8162](tel:810-648-3221)
[810-648-2900](tel:810-648-2900) - Fax
proba...@sanilacounty.net

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From: David Heiss <amgh...@gmail.com>

Sent: 1/27/21 1:01 PM

To: MADCM <ma...@googlegroups.com>

Subject: Re: LANDLORD TENANT-NO INVENTORY CHECKLIST

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On Wednesday, January 27, 2021 at 10:14:59 AM UTC-5 J Patrick Brennan wrote:
?I strictly adhere to the statute. Landlords are well aware of the pre and post inventory checklist. This requirement is to protect tenants.

Sent from my iPad

On Jan 27, 2021, at 9:13 AM, MylaFord <proba...@sanilaccounty.net> wrote:

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J Patrick Brennan

<jbrennan@ferndalecourt.com>

unread,

Jan 27, 2021, 3:31:32 PM (6 days ago)



to madcm@googlegroups.com

I concur with your decision Myla. Have a great day. Stay safe and healthy. Brennan

Sent from my iPad

On Jan 27, 2021, at 2:44 PM, Myla L. Ford <proba...@sanilaccounty.net> wrote:



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MylaFord

<probatereg@sanilaccounty.net>

unread,

Jan 27, 2021, 3:37:43 PM (6 days ago)



to madcm@googlegroups.com

Cool. Makes me feel better. :)

Myla L. Ford

Probate Register

District Court Attorney Magistrate

Sanilac County Probate Court

60 West Sanilac Avenue, Room 213

Sandusky, MI 48471

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From: J Patrick Brennan <jbre...@ferndalecourt.com>

Sent: 1/27/21 3:31 PM

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I concur with your decision Myla. Have a great day. Stay safe and healthy. Brennan

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