

Michigan Rules Regarding Mold in Rental Properties

Here's what Michigan landlords (and tenants) need to know about mold and the law.

By [Ron Leshnow](#)

Every landlord should take mold seriously. A top environmental hazard, mold thrives in warm, damp places, and often grows quickly in basements, attics, and other parts of buildings with poor ventilation and humidity problems. Although mold is often associated with buildings in wet climates, no rental property is immune from a mold outbreak, as one can occur following an unattended spill, faulty plumbing, or even a misdirected lawn sprinkler.

If you own or manage a rental property in Michigan, a mold problem could present you with costly cleanup and repair bills as well as lawsuits from tenants claiming that the mold made them ill.

Tenant Self-Help Strategies in Michigan

Courts in Michigan have recognized two common legal self-help strategies that some tenants choose to pursue following a mold outbreak in their apartment or rental home. The first, known as "rent withholding," is when tenants decide to stop paying rent, claiming the mold has made their apartment uninhabitable. (Note that regardless of what may appear in a written lease with tenants, landlords in Michigan are bound by the "implied warranty of habitability," a legal doctrine that requires providing tenants with apartments in livable condition.) The second strategy, known as "repair and deduct," involves tenants taking care of mold cleanup on their own and then subtracting the cost from their rent.

See [Michigan Tenant Rights to Withhold Rent or 'Repair and Deduct'](#) for more information about these strategies, including their limitations.

Landlord Liability for Mold in Michigan