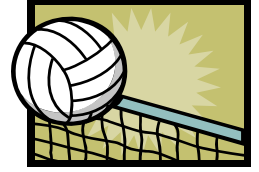


# JALA NEWS

*Jackson Area Landlords Association*



Volume 17/Number 5

May, 2011

## MAY GENERAL MEETING

The speaker at the upcoming general meeting will be 12th District Court Chief Judge R. Darryl Mazur. We have put together a few questions and areas of interest we would like discussed. Additionally we asked you, our members, for some questions to give Chief Judge Mazur so that he may have some insight into what to expect at the meeting.

As usual, I am sure the issue of late fees will come up for discussion. As we have repeatedly told our members, district court judges have a great deal of discretion in how they handle issues before them. Late fees are no exception. Some judges allow "reasonable" late fees if they are defined in the lease agreement, while others find the idea of a late fee abhorrent. However, rolling in charges associated with late payments into the rent due appear to eliminate at least some of the objections.

Another question that I am sure will come up is that of collecting the remaining rental obligation after eviction and/or terminating tenancy. Some courts have found that terminating tenancy relieves the tenant of any obligation for liability to pay the rent remaining under the contract. Other courts have not agreed. Some courts have found that the simple act of evicting to recover the premises effectively terminates the tenant's interest and therefore relieves them of any obligation to pay rent due under the contract. In any case, the landlord is obligated to minimize the damage by taking appropriate and timely actions to mitigate the consequences of the eviction/termination.

The question of escrow deposits and disbursement has come up from time-to-time. A tenant who is withholding rent for some alleged "wrong" by the landlord can be required to place the rent monies in an escrow with the courts. There is a form, (DC109, Motion and Order for Escrow) with which, if granted, will force the tenant to deposit the withheld rent monies in an escrow with the court. This can be a condition of continued occupancy, until such time as the "condition" alleged by the tenant is corrected or abated. At that time another motion can be filed, (DCH110, Motion to Release Escrow) in which you can ask the court to give you the money owed by the tenant and deposited with the court. This is where some problems can arise. Some judges consider the deposited funds the property of the tenant and return the money to them. This does not solve the situation for the landlord, who was evicting the tenant for non-payment. Logically, once the condition is abated, the money should be given to the landlord or if not, a possession judgment should be granted the landlord. Of course, in this case if the tenant is just using this process as a way to defraud the landlord (and I will call it defraud because that's what it is), the tenant just skips out with the money returned by the court and leaves the landlord holding the bag after a potentially long delay. Clearly, justice would best be served by disbursing the escrowed funds to the landlord but again, this is discretionary on the part of the judge.

May General Meeting.....Continued On Page 4

### **IMPORTANT REMINDER:**

**Please pay your membership and credit reporting dues in a timely manner. JALA depends on your dues to pay its monthly expenses, so please pay on time, just as you would expect your tenants to do!**

**We look forward to receiving former members back!!**

### **INSIDE THIS ISSUE**

Calendar Of Events	Page 2
President's Message	Page 2
Rental Foreclosure	Page 3
Tenant Selection	Page 3
Property Abandonment	Page 4
He Did What????!!	Page 5
Use Caution	Page 6
April's General Meeting	Page 7
What You See	Page 9

### **ATTENTION!!!**

**THE NEXT JALA GENERAL MEETING WILL BE HELD ON MONDAY, MAY 23, 2011.**

**THE MEETINGS ARE HELD AT STEAK'S EATERY AND BEGIN AT 5:15 P.M. FOR DINNER; THE SPEAKER WILL BEGIN AT APPROXIMATELY 6:30 P.M.**

**PRESIDENT'S MESSAGE**

**Robert Tulloch**

Last month, I mentioned in the President's Message that we were still shivering. We still are! Good grief; when will it end?!

I don't know how many of you are voters in the City of Jackson, but most of us are property tax payers and have a vested interest in the security of the city (and our properties) in regards to crime and the fire department response time. By the time you read this, the election will be over and you will know the outcome. However, what I find disturbing is the lack of any factual analysis of the consequences of consolidation. The City Manager says he doesn't "think" it'll save money. The police union spokesman says he thinks it will. The firemen's union spokesman says he thinks it won't save money, but will jeopardize response times. On the blogs, folks are saying that the fire department responds to only 150 "real" fire calls a year, and that the firemen have way too much time for catching zzzzz's.

For years, I have wondered why there are one or two fire engines, an ambulance, and at least one police car are at EVERY ambulance call. The EMS people are supposed to handle such emergencies. Why are expensive fire trucks being run out on these calls, and if there was a real fire at the same time, their being at the EMS call could

Presidents Msg.....Continued On Page 6

**ANNOUNCEMENTS!**

**JALA Web Site:**

**www.jala-mi.org**

Credit Reports are available through the JALA Office or directly using software for the members that have met the current criteria set forth by TransUnion, LLC and JALA.

**A credit report is your first line of defense! Arm yourself wisely!!**

**JALA OFFICE HOURS**

**Monday  
9:00 a.m. to 5:00 p.m.**

**Wednesday  
9:00 a.m. to 2:00 p.m.**

**Friday  
9:00 a.m. to 2:00 p.m.**

**Welcome New Members:**


*Janette Drake  
Steve Kime*

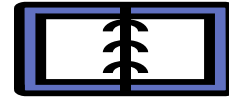
*If you have questions about landlording, you may call/email JALA Attorney, Adam Howard (788-9055/ aeh@aehlaw.com) for assistance.*

*You may also contact JALA President Robert Tulloch (596-2592/ contact@jala-mi.org) for answers to your questions.*

**FOR YOUR INFORMATION:**

**Editorials and/or articles in this newsletter are the opinion of the author and do not necessarily reflect the policies or positions of JALA.**

 Equal Housing Opportunity



**CALENDAR OF EVENTS**

**Monday, May 23, 2011**  
**JALA General Meeting**  
 Time: 5:30 P.M.  
 Steak's Eatery

**THERE ARE NO JALA GENERAL MEETINGS FOR THE MONTHS OF JUNE, JULY, OR AUGUST. THE MEETINGS WILL RESUME ONCE AGAIN ON SEPTEMBER 26, 2011.**

**JALA BOARD OF DIRECTORS/2011**

President	Robert Tulloch, 596-2592
Vice-President	Scott Craft, 474-2585
Secretary	Celia Garcia-Johnson, 960-3244
Treasurer	William Ellison, 784-4080
Editor	Sue Lewis, 529-4540
Board Member	Mak Krzeczowski, (734) 216-2676
Board Member	Julie Klavon, 414-2776
Board Member	David Savick, 782-7214
Board Member	Ted Paluck, 764-0633
Board Member	Fred Kulas, 784-2089
Board Member	Don Smith, 782-0909
Office Manager	Charyl Wozniak, 782-4384

**STATE LEGISLATORS:**

**State Rep. Earl Poleski (64th Dist.)**  
 (517) 787-0064  
 PO Box 30014  
 Lansing, MI 48909

**State Rep. Mike Shirkey (65th Dist.)**  
 517-780-4265

**Senator Mike Nofs (19th Dist.)**  
 (517) 373-2426  
 PO Box 30036  
 Lansing, MI 48909

**Sen. Randy Richardville (17th Dist.)**  
 P.O. Box 1631  
 Monroe, MI 48161  
 1-800-477-8238

## MEMBER SUPPORT

If you need advice regarding any of your rental properties, please feel free to contact Robert Tulloch (JALA Board President). Bob is generally available to answer your questions in a quick manner (517-596-2592) or you may email him at the following address: [contact@jala-mi.org](mailto:contact@jala-mi.org).

Also, Property Mgr. Kyle Bamm (Rent-Me-Properties) has offered to be available to our members to answer questions too: (517-784-7368)!

Knowledgeable Staff • Full Line of Quality Products



## CUT RATE Plumbing & Heating Supply Co.

Go Where the Pros Go...  
For ALL Your Plumbing & Heating Needs

3007 Page Ave.  
Jackson, MI 49203  
(517)783-2825



2420 Lansing Ave.  
Jackson, MI 49202  
(517)782-0471

### THE RENTAL PROPERTY IS IN FORECLOSURE; THE TENANTS KNOW, SO NOW WHAT?!

How do you handle the tenant when he/she finds out the home they are renting is in foreclosure? If possible, nip the problem in the bud, before the tenant decides this is an opportunity to stop paying rent (this can be a real problem, as a Saginaw Landlord's Association member found out. His rental was in foreclosure; his tenant was behind in the rent. He took her to court. She told the judge that she owed nothing because the rental was in foreclosure, AND THE JUDGE AGREED! The judge did not even give this landlord court costs, and gave possession back to the tenant. This landlord filed a motion to overturn the decision, appealed it to the same judge and won. The tenant now has to pay rent to the court. But, this is a frustrating and time-consuming process. See the tips that follow; they may help):

- Nip the problem in the bud before the tenant decides that this is an opportunity to stop paying rent. If you know up to three months or more before the tenant knows that you cannot make your mortgage payment, the best thing for you to do is prepare the tenant to be your ally. Get the tenant on your side. Tell the tenant that you are in "the process of renegotiating the terms of your mortgage," (which you should be doing), but there is a slight chance that the bank may start foreclosure proceedings.
- Tell the tenant "If you are visited by a bank representative, please let me

know right away. Don't let them try to scare you away with any of their tactics. They should be talking to ME, not YOU". The cooperation of your tenant in this case is golden!

- Lets say that the tenant has already found out that you are in foreclosure. Many tenants see this as a great opportunity to not pay their rent. In this case, it is very important to confront the tenant immediately. Explain that you are working with the bank and that this is "standard bank procedure" when mortgage payments are withheld. Let the tenant know that you are trying to resolve the matter. You can be honest and tell them the worse-case scenario actually could be foreclosure, but if that becomes the case, these proceedings take time and you will still be able to honor the terms of your lease agreement. If the tenant is difficult, warn him that it would be a shame if he stops paying the rent and has to be evicted. Then, send that Non-Payment of Rent form immediately if he/she is late on the rent. Show them that you mean business (which you should be doing with all your tenants regardless)!

Reprinted from the Saginaw Landlords Assoc.  
NL, MI, September, 2010

### WRITTEN CRITERIA FOR TENANT SELECTION: A LANDLORD MUST

Everything starts with the tenant you select, and the wrong choice can cost you dearly. In addition, if you are not consistent in your selection process (which can

easily occur if you do not have a written criteria), you can end up losing a fair housing lawsuit that may cost you way more than you think possible. Some property managers have been fired for turning down tenants for the wrong reasons.

**A written criteria means:** It is in-writing, it is in your file, and it's dated and signed. The list of criteria should include everything you rely on to determine allowable tenants and a list of your objective and legally acceptable reasons for denial. These criteria MUST apply to everyone equally. Here are some acceptable reasons for refusing an applicant:

- Fails to complete and sign the application.
- Fails to provide proper ID.
- Falsifies information on the application.
- No credit or rental history.
- Bad credit, or bad rental history from current and prior landlords.
- Insufficient income to pay rent.
- Employment stability.
- Insufficient cash on-hand to pay the first month's rent and security deposit.
- Has pets, and your lease prohibits them (except required by a doctor for health reasons, i.e. seeing eye dogs, etc.)

Reprinted from the Sag. LL Assoc. NL, MI, 09/10



**Winn Brokerage and Management, LLC**

**12 Years In The Jackson Area**

- **Management - Tenant Screening - Legal Services**
- **Maintenance - Repairs - Code Inspections**

Office (517) 784-8833      Complete      511 Wildwood Ave.  
10:00 a.m. - 4:00 p.m. M - F      Management Services      Jackson, MI 49201

Be sure to make out a detailed description and rationale for estimating the value of the property:

1. If the property is of limited value (less than \$100), make a reasonable effort to return it. Call or write the tenant. Keep a record of attempts made to contact the tenant. Hold the property for a minimum of 15 days. If you are unable to contact the tenant, dispose of the property and record the date and method of disposal.
2. If the property is of moderate value (more than \$100 but less than \$1,500), store it in a safe place and make a diligent effort to return it. Hold the property for a minimum of 30 days. If the cost of handling or storing it approaches the estimated value of the property, dispose of it appropriately. Keep a record of attempts to contact the tenant, make an inventory of the property, and record the date and method of disposal.
3. If the property is estimated to be worth more than \$1,500, consult an attorney.

**May General Meeting.....Continued From Page 1**

Another similar circumstance can occur with a Motion to Set Aside Default filed by the tenant. The statutes require a one month bond be posted with this filing, and we had the form modified by the SCAO to reflect this requirement some years ago. We had assumed that if the motion was denied, the bond would be held until the tenant paid the rent or was evicted. If the rent was paid as certified by the landlord, the bond would be returned to the tenant. If they were evicted and the landlord had filed for a money judgment, the bond would be held until the expiration of 21 days after the money judgment was granted and if not paid, the bond would be turned over to the landlord. This has not been the case. The courts return the money to the tenant as soon as the hearing (for which the bond was posted) is over. We feel the courts should demand a bond/escrow deposit at any time a tenant requests a set aside or a stay after a judgment is granted, whether as a result of a default or an actual finding. It is absolutely unfair that the courts can be used as a tool by some tenants to affect delays and defraud a landlord of monies they are lawfully owed for performance under a legal contract.

Hopefully Chief Judge Mazur might shine some light on the medical marijuana issue regarding the tenants use of same and their protection under state laws vs. federal statutes. I am sure this whole area is a lively and colorful topic of discussion among legislators and district judges statewide, and some idea of where this is going might come in handy. We expect this article will stimulate your thought process and perhaps help you recall some other areas where you think an explanation from our guest speaker might be appropriate.

Submitted By Robert Tulloch, JALA BOD Pres.

**ABANDONMENT OF PROPERTY**

**What is abandonment:**

If you aren't sure whether a tenant has actually abandoned a property, a determining factor can be whether rent is current. If rent is current, a landlord may not treat the property as abandoned. If rent is not current and the landlord in good faith believes that the tenant has abandoned the premises, a landlord who then disposes of a tenant's personal property will not be guilty of violating M.C.L.A. 600.2918(3)(c); M.S.A. 27A.2918(3)(c), which states that it is an unlawful interference with a tenant's possessory interest to remove, retain or destroy the personal property of the possessor. In the case of an abandoned vehicle (providing rent is not current and you believe in good faith that the tenant has actually abandoned the premises), call a private towing service and have the vehicle towed away.

**Disposing of property:**

There is presently no legislation in the state of Michigan which deals specifically with the abandonment of personal property by tenants. Abandoned property has long been a nuisance to local landlords. In the absence of specific legislative guidelines, we recommend the following:

Assuming the tenant has relinquished possession of the unit, any abandoned property should be handled and/or disposed of according to the estimated value dispose of it immediately. One person's trash may be another's treasure, so it is best to exercise caution. If you do decide to dispose of the property, make an inventory and record the date and also the method of disposal.

**Financial Consideration:**

A landlord does not acquire an immediate lien against abandoned property. However, it would be unreasonable to expect a landlord to retain a former tenant's personal possessions indefinitely. If in following these guidelines a landlord sells property, it is reasonable for the landlord to apply the proceeds toward the cost of storage and handling of the property and/or toward the unpaid rent.

**Legal Considerations:**

If a tenant returns to claim property before it is disposed of, the property should be released to the tenant. If the tenant refuses to reimburse you for storage and handling expenses, you can pursue the matter in the small claims division of the appropriate district court. If a tenant feels that a landlord has wrongfully disposed of the tenant's personal property, the tenant should consult an attorney or pursue the matter in the small claims division of the appropriate district court.

Division of Student Affairs  
Western Michigan University  
Submitted by Robert F. Tulloch

**There are pages in the newsletter that reflect our advertisers.**

**Please be sure to patronize these great businesses and be sure to ask about JALA discounts!**



*Visit Our Website!*

***We Insure Rental Dwellings!***

2929 SPRING ARBOR ROAD  
JACKSON MICHIGAN  
517 787-2600 • Fax 517 787-3857  
800 837-2601  
e-mail [info@waltonagency.com](mailto:info@waltonagency.com)  
web site [www.waltonagency.com](http://www.waltonagency.com)

***...protecting your tomorrows***

**Chase Property Management, LLC** **Sherry Chase**

715 Woodfield Drive (517) 262-5975 (cell)  
Jackson, MI 49203 (517) 787-5736 (fax)  
(517) 787-8852 [schase4445@aol.com](mailto:schase4445@aol.com)





**KNIBLOE HARDWARE**  
1612 E. Michigan  
Jackson, MI 49202  
Phone: 782-6823

**Store Hours:**  
Mon & Fri: 8 AM - 7 PM  
Tues, Wed, Thu, Sat: 8 - 5:30 PM  
Sunday: 10 AM - 2 PM

- 5 gal. pail paint • white and premixed colors • plumbing, heating and electrical supplies • pipe threading • glass, plexiglass, and screen sold, installed • screen and window repair • carpet shampoo rental • key cutting, rekeying and master keying •



## HE DID WHAT????!!!

Longtime JALA member Fred Kulas shared the following story about his tenants: Fred was notified by his tenant (the wife) that she had purchased a new refrigerator and that she would have her husband place the old refrigerator in the garage for storage. Fred also mentioned that they barely are able to make the rent, but they presently are caught up. This couple is not young; the husband is retired so that gives an idea about their ages.

Fred decided to go to the rental property for some reason, and ran into the husband near the garage. Being that the “old” refrigerator was stored there, the husband (knowing that Fred is a landlord of more than a few rentals) asked him if he wanted to purchase a refrigerator! Yes, that’s right....the tenant was actually trying to sell Fred Fred’s refrigerator! With good reason, Fred was exceptionally disgusted and pretty ticked off, which isn’t surprising! Knowing what the tenant was going to do with the fridge (sell it out from underneath him), Fred hurriedly took it, placed it in his truck and left (after a few words for the tenant)!

**Some people will do anything to make a buck!**

President's Msg.....Continued From Page 2

effect the fire department's response time. So, right at the beginning, if the fire department did not respond to EMS calls, the workload would be reduced and perhaps not as many firemen would be needed. As for the police, since at least one goes to each EMS call, cross training would have no effect in that anyway. So, rather than all these accusations going back and forth, why can't we get a factual analysis? There are plenty of folks who work for the City of Jackson who are capable of producing a report. Maybe there is one, but I have not seen it.

**USE CAUTION WHEN SENDING E-MAILS**

We send e-mails so casually and with such informality, even in the business environment, that it is easy to forget that they may carry significant legal consequences. It is prudent to bear in mind that even e-mails written in the most conversational style may create legal obligations no less binding than a more conventional written agreement laden with legalese and signed with all formalities.

If a business wants to entirely avoid the possibility of having e-mails treated as binding amendments to existing contracts, the best approach is to be as clear and direct as possible on the subject by including language in contracts to the effect that e-mails do not count as signed writings for purposes of any contract amendments.

**Cautionary Case:**

A recent cautionary case on point involved an individual who sold his public relations firm to a global communications company. The deal included an employment contract under which the seller was to continue as chairman and CEO of the new company for three years. Soon, the new company was losing money and the seller was presented with the option of either leaving or taking on new responsibilities. E-mail then entered the picture when an employee of the communications company sent yet another option to the seller in an e-mail that spelled out how the seller would allocate his time. The seller replied by Use Caution...Continued On Page 9



**Emmons SERVICE, INC.**  
 913 Water St  
 "A Refuse Service You Can't Refuse!"  
 Family Owned Since 1918

**RESIDENTIAL**



**Containers available in 3 sizes**

**CONSTRUCTION CONTAINERS AVAILABLE**

**Compost For Sale!**

**RECYCLING**

**Our Business is Picking Up!**

*If you live in Jackson County, we can service you!*

Remember...at ~~Emmons~~  
 Your Money Stays in the Jackson Community

**You may also start your service on-line!**

**Refuse Removal & Recycling**  
**(517) 787-8710**

We accept VISA and MasterCard. Pay online at [EmmonsService.com](http://EmmonsService.com)

**JACKSON APPLIANCE**  
**517-782-1872**  
**Appliance Parts**

**10% OFF!!!**  
**JALA DISCOUNT**

**Ranges/Washers/  
 Dryers/Refrigerators**

**STEAK'S EATERY**  
**Vandercook Lake**  
 "The Great Steak Place"  
 EXCELLENT FOOD

The next general meeting will be on Monday, May 23, 2011. The speaker will be 12th District Court Chief Judge, the Honorable Darryl Mazur. Judge Mazur will present some information and will then take questions.

US 127 North-Jackson  
 Oak Lane  
 Interchange  
 M-50 (McDevitt)  
 EXIT M-50  
 US 127 South

**Steak's Eatery**  
 4243 Oak Lane

### APRIL'S GENERAL MEETING WITH JALA ATTORNEY ADAM HOWARD

The April general meeting was well attended (which has been the trend of late). We are so grateful to have JALA Attorney Adam Howard as our source of legal advice and the person to call with our questions. Don't forget to send referrals Adam's way when the going gets rough (and it will)! Being intimately familiar with our leases and advice we give our members, he is best positioned to represent our members.

The long and short-form leases used by our members have been reviewed by Adam and he had comments on both. The short-form lease is a commercial product purchased from Target Forms in Lansing, so of course we cannot modify it but instead are developing an addendum to be used with that lease. The long-form lease has been updated to incorporate Adam's comments and is available on the JALA website for download.

The April meeting was recorded on video and is viewable at the JALA website in the secure area ([www.jala-mi.org](http://www.jala-mi.org)).

Adam emphasized the need to "cross your t's and dot your i's" when it comes to rental/lease agreements. A simple misstep can be very costly. It is highly important to pay attention to detail. JALA recommends using one of our leases, as they have years of accumulated lessons learned and scenarios experienced by our local landlords. Leases can be customized to suit your needs, but be exceptionally careful to comply with the basic statutory requirements of the "Truth in Renting Act" and the "Landlord-Tenant Relationship Act". There are specific requirements in the statutes for notification in the body of the lease regarding the rights and obligations of tenants. The first requirement is as follows:


**NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth In Renting Act. If you have a question about the interpretation or legality of a provision in this agreement, you may want to seek assistance from a lawyer or other qualified person.**

This "opening statement" must be near the top of the lease and in bold-face type at least 4 points larger than the body text size. It is required that the body font be 12 point and I heard rumors that some judges actually measure the font size to verify compliance. I don't know if that rumor is true, but who wants to find out?! Remember, when you copy a copy of a copy of a copy, the size can eventually change drastically. Be careful!

The next statutorily required section in a lease deals with notification of a forwarding address:

**NOTICE: YOU MUST NOTIFY YOUR LANDLORD IN-WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

April's General Meeting.....Continued On Page 8



**LAW OFFICE OF ADAM E. HOWARD**

**General Practice Attorney**

Real estate, Landlord/tenant relations,  
Estate planning and Business law  
and other areas of law

**Please contact us for your  
Free Initial Consultation**


---

Toll Free: 877-2-AEHLAW  
Phone: (517) 788-9055  
Fax: (517) 788-9056

[ae@aehtlaw.com](mailto:ae@aehtlaw.com)

404 South Jackson Street  
P.O. Box 4292  
Jackson, MI 49204


Office Hours: M-F 9am to 5pm  
Evenings and weekends by Appt.



**782-HOME**

**ALL-PRO REALTY & PROPERTY MGMT.**

<http://www.allprorentsjackson.com/>



**April's General Meeting...Continued From Page 7**

Again, this statement must be bold and 4 points larger than the body type. We also suggested that areas in the lease which define penalties/charges that may be made against the tenant be bold faced to draw the tenant's attention when reading/signing.

When handling the security deposit, there are very explicit steps and time frames defined in the Landlord-Tenant Relationship Act that must be followed. Failure to do so can result in no recovery or in the worst case scenario, damages payable to the tenant of two times the amount of the deposit. Security deposit funds must be kept in a separate account; they must not be mixed with operating account funds or co-mingled with personal funds.

With regard to late fees, the idea of charging a daily amount like \$5 or \$10 is out of the question. Some judges will not allow such fees at all. If you are going to charge a late fee, roll it into the rent due and thus avoid the late fee dispute.

The lease should be comprehensive and address the specific requirements of the tenancy. There are different schools of thought over how specific the requirements should be. Some folks feel a short lease with few specifics is best and thus open to "cover everything". This can be a trap and lead to a "he said/she said" in the court room with the judge left with using her/his discretion.

A question was raised at the meeting asking "what exactly is a tenant"? The answer is: A person who is physically occupying a unit and not a trespasser is a tenant. This can include guests of the tenant or anyone the tenant has "invited in". Removal of "tenants" who are not signatories of the lease must be pursued in the same way as with a normal tenant, by use of the summary proceedings.

**April's General Meeting...Continued On Page 9**

# *Bringing Visions Into Focus*

## **BUSINESS SERVICES**

Tax Planning & Preparation  
 Profit Enhancement  
 Business Development & Growth  
 Strategic Planning  
 Succession Planning  
 Business Valuations  
 Budgeting & Forecasting  
 Financial Statement Preparation



### **Certified Public Accountants**

113 W. Michigan Ave. | Suite 301, Jackson, MI 49201  
**(517) 789-8900** | [www.bondcpa.com](http://www.bondcpa.com)

**Carpet Cleaning**



Trusted for Over 25 Years

**LANDLORD ASSOCIATION CARPET CLEANING**

<p><b>Apartments:</b></p> <p>1 bed / studio \$65</p> <p>2 bed \$75 <i>Includes - Living, Hall, Stairs &amp; Bedrooms</i></p> <p>3 bed \$85</p>	<p><b>Houses:</b></p> <p>1 bed \$75 <i>Includes - Living, Hall, Dining Stairs &amp; Bedrooms</i></p> <p>2 bed \$85</p> <p>3 bed \$95</p> <p>4 bed \$105</p>
--	---

Discount for Landlords Association members only. Not valid for use with other coupon or discount offers, and excluded any referral rewards. Excludes moving furniture. Rooms are to pre-vacuumed prior to arrival. Additional Rooms At \$15



**MOHAWK FLOORSCAPE**  
It's worth talking to the experts.

109 S. Elm • Jackson

782-1971

www.christoffandsons.com

Use Caution...Continued From Page 6

e-mail that he enthusiastically accepted that proposal. For his part, the representative of the communications company replied by e-mail that he was thrilled with the seller's decision to accept the new offer. In both e-mails the sender had typed his name after the message. The seller later had a change of heart and sued to enforce the terms of the original employment agreement. An appellate court ruled against him on the ground that the exchange of e-mails on the new employment proposal constituted a binding amendment to the employment agreement. This was so even though the original agreement required that any changes had to be in the form of signed writings. The court reasoned that the e-mails effectively were signed writings because the party's names appeared at the end of the e-mails signifying an intent to authenticate the preceding contents of the messages. Likewise, the e-mails also were signed writings for purposes of the Statute of Frauds, which requires certain contracts to be in writing in order to be enforceable.

In short, when the seller and his e-mail correspondent clicked "send" and "reply," they were sealing a new deal that the seller could not avoid even though it was in an electronic form.

Reprinted from the REIA NL, October, 2009

**WHAT YOU SEE IS  
WHAT YOU GET  
Copyright Mentor Max**

Things always seem to turn out best for those people who can make the best out of the way things turn out. It's not the situation, it's your reaction to the situation.

You cannot always control your circumstances, but you can control your own thoughts. Your life at any time can become difficult. Your life at any time can become easy. It all depends upon how you adjust yourself to life. Positive thinking is simply reacting positively to a negative situation, so try to see the good in every situation. The reality of your life may result from many outside factors, none of which you can control. Your attitude, however, reflects the ways in which you evaluate what is happening to you.

There is nothing either good or bad, only your thinking makes it so.

**C. S.  
PROFESSIONAL  
PAINTING**

**Interior and Exterior  
Painting!  
Over 10 Years  
Experience!  
Free Estimates!  
Landlord Discounts!  
Senior Citizen  
Discounts!  
Cash Discounts!**

**Please Call Charles At  
(517) 945-2243**

April's General Meeting...Continued From Page 7

Another question asked was about evicting one or more "tenants"? You can evict one or all. You do not need to file against the primary renter to get a co-tenant or guest out. In the case of a "trespasser", (that is a person who is not an invited guest of a legal tenant and has no legal right to be on the premises), you can file a summons and complaint for termination citing illegal occupancy. In the case of holdovers, you can continue collecting rent on a month-to-month basis or if you want them gone, serve them with a termination notice and proceed accordingly.

Additionally this question was discussed: What about a tenant who moves out and "abandons" the rental unit? The surest and safest way to proceed is getting a judgment for possession, but that will take time and cost you money. Less safe (but an alternative) is to follow the JALA guidelines on determining if a unit is in fact abandoned.

Respectfully Submitted By  
Robert F. Tulloch,  
JALA BOD President

# JALA Newsletter/www.jala-mi.org

Jackson Area Landlords Association  
761 W. Michigan Ave., Suite K  
Jackson, Michigan 49201

(517) 782-4384/E-Mail: [jala@jala-mi.org](mailto:jala@jala-mi.org)

May, 2011

---

Presorted  
Standard  
U.S. Postage PAID  
Jackson, MI  
Permit No. 337

---

ADDRESS SERVICE REQUESTED

## OFFICE HOURS

Monday: 9:00 a.m. to 5:00 p.m.

Wednesday: 9:00 a.m. to 2:00 p.m.

Friday: 9:00 a.m. to 2:00 p.m.



### MEETING LOCATION

The next general meeting will be held  
Monday, May 23, 2011  
Time: 5:30 menu/6:30 speaker  
Steak's Eatery

*The speaker for the May General Meeting will be Chief Judge of the 12th District Court, the Honorable Darryl Mazur. Chief Judge Mazur will give a short presentation and then answer your questions. If you have any questions or comments regarding court procedures, etc., this is the meeting to attend!*

**IN ORDER TO EXPEDITE THE MEETING, NO DINNER ORDERS WILL BE TAKEN AFTER 5:30 PM. THIS WILL ENHANCE THE EXPERIENCE FOR EVERYONE INVOLVED!**

"This publication is designed to provide accurate and authoritative information in regard to the subject matter covered. It is distributed with the understanding that the publisher is not engaged in rendering legal, accounting or other professional service. If legal advice is required, the services of a competent professional person should be sought." From a Declaration of principles jointly adopted by a Committee of the American Bar Association and a Committee of Publishers and Associations.

## 50/50 Winner:

Sandy Spencer (\$28)

(Sandy donated \$10 of her winnings to JALA!)

