

First Argument – Lack of Habitability from the Start of Tenancy

Since the day I signed my lease on April 25, 2025, the premises at Canterbury Apartments East have **not met the legal standards of habitability required under Michigan law**, and they remain non-compliant to this day. The following conditions existed on the day I took possession and, in many cases, still exist now:

1. Unsafe and Non-Functional Lighting in Common Areas

- Three hallway lights in Building Ten were non-functional at the time my lease began.
 - **One of these lights remains non-functional today.**
- There was **no operational rear entry light**, creating a serious safety hazard.
 - The property manager later falsely told the Chief Housing Inspector that a rear entry light did not exist—despite city code requiring one.
 - After I proved that the fixture existed, management replaced it with a bulb providing **zero candle-foot illumination at six inches from ground level**, which is also a code violation.

2. Lack of Required Emergency Lighting

- The building had **no functional emergency backup lighting** in the hallways when I moved in.
- **There is still no emergency lighting**, violating basic safety standards and city code.

3. Non-Functional and Advertised Appliances

- The dishwasher—an advertised, included appliance—was **non-functional upon move-in**.
- Inside the breaker panel, the circuit labeled “dishwasher” was covered with duct tape marked “OFF” (photographs available).
- Michigan law requires that appliances included in a lease be maintained in working order, but this unit was knowingly delivered inoperable.

4. Defective Doors and Hardware

- The patio screen door was delivered **without a handle or lock**.
- The primary master bedroom light did not work; the problem was later found to be **faulty wiring**, not a bulb.

- The key issued to me for my apartment door failed to operate the lock **more than 50% of the time.**
- The mailbox key issued to me **did not work at all.**
- The rear entry door lock was and still is **unsecure**, as it can be opened with something as simple as a credit card.
- The primary entry-door light was non-functional (documented with photographs).

5. Unsafe Parking Lot Lighting

- The parking lot lacked safe illumination at move-in and still does today.
- A light meter reads **zero candle-foot** illumination at a distance of twenty feet from the building entrance—another clear code violation.