

STATE OF MICHIGAN

IN THE 76TH DISTRICT COURT FOR THE COUNTY OF ISABELLA

JACOB PALASEK,

Case No.: 26-00674 LT

Plaintiff,

v.

Hon.: Erik R. Janes (P42026)

CANTERBURY LLC / MT PLEASANT,

1300 Key Tower, 127 Public Square,

Cleveland, OH 44114

And

MILLENNIA HOUSING MANAGEMENT, LTD.,

1300 Key Tower, 127 Public Square,

Cleveland, OH 44114

(Ph: 216-520-1250)

Defendants.

EMERGENCY VERIFIED COMPLAINT AND MOTION FOR TEMPORARY
INJUNCTIVE RELIEF (ORDER REQUIRING IMMEDIATE REPLACEMENT OF
REFRIGERATOR AND RESTORATION OF ESSENTIAL SERVICES)

Plaintiff, in pro per, states:

PARTIES, VENUE, AND JURISDICTION

1. Plaintiff Jacob Palasek is a residential tenant at Canterbury Apartments East in Mount Pleasant, Isabella County, Michigan.
2. Upon information and belief, Defendant CANTERBURY LLC / MT PLEASANT is the record owner/landlord of the subject property according to Isabella County property records, with principal business address 1300 Key Tower, 127 Public Square, Cleveland, OH 44114. Service may be made at that address.
3. Defendant MILLENNIA HOUSING MANAGEMENT, LTD. is the property management company that operates Canterbury Apartments East on behalf of the owner at the same corporate address above and can be reached at (216) 520-1250.
4. Venue is proper in this Court because the rental premises and events giving rise to this action are located in Isabella County, Michigan.
5. This Court has jurisdiction over this landlord-tenant dispute and has equitable jurisdiction to issue and enforce injunctive orders in matters within its authority. See MCL 600.8302.

FACTS

6. Plaintiff's original refrigerator failed to maintain safe temperatures and was more than 20 years old. After repeated notices, management installed a "replacement" refrigerator approximately 19 years old ("replacement unit").
7. The replacement unit has repeatedly failed to maintain safe food temperatures between 34°F-39°F, resulting in ongoing loss of safe refrigeration for Plaintiff's household. Plaintiff has kept temperature logs and time-stamped photos documenting sustained unsafe temperatures.
8. As of the date of this filing, Plaintiff has been without a safe, working refrigerator for 27 consecutive days (including 19 days with the replacement unit), despite multiple written notices on 2/24/2026, 3/5/2026, and 3/9/2026.
9. Safe refrigeration is an essential service for health and safety. Without it, Plaintiff cannot safely store perishable food, resulting in ongoing irreparable harm to health, nutrition, and food security, and causing documented spoilage costs currently totaling \$220.76.

10. Michigan law requires landlords to keep premises fit for the intended use, in reasonable repair, and to comply with applicable health and safety laws. See MCL 554.139.

11. Defendants have not repaired or replaced the refrigerator to provide safe food storage, despite notice and opportunity, and have left Plaintiff without essential refrigeration for over three weeks.

CLAIMS FOR RELIEF

Count I – Breach of Statutory Duty of Habitability (MCL 554.139)

12. Plaintiff realleges paragraphs 1-11.

13. By failing to provide and maintain a refrigerator capable of safe food temperatures for an extended period, Defendants have violated their statutory duty to keep the premises fit and in reasonable repair and in compliance with health and safety requirements, causing ongoing harm.

Count II – Request for Temporary and Preliminary Injunctive Relief

14. Plaintiff realleges paragraphs 1-13.

15. Plaintiff meets the standard for injunctive relief:

a. Likelihood of success on the merits: The prolonged failure to provide safe refrigeration violates statutory habitability duties.

b. Irreparable harm: USDA food safety standards state that perishable food becomes unsafe after more than two hours above 40°F. Plaintiff's refrigerator has remained in this danger zone for extended, repeated periods, creating an ongoing and immediate threat to health and food security.

c. Balance of harms: Requiring a functioning refrigerator imposes minimal burden on Defendants compared to Plaintiff's daily health and safety risk.

d. Public interest: Ensuring habitable, safe housing is in the public interest. District courts possess equitable authority to issue injunctive orders in appropriate matters.

e. Plaintiff respectfully requests that this Court issue the Temporary (Emergency) Injunction ex parte, without requiring prior notice to Defendants, because:

1. Immediate and irreparable harm exists: Plaintiff has been without safe refrigeration for 26 consecutive days, and USDA/FSIS food-safety standards state that perishable food becomes unsafe after more than two hours above 40°F. Plaintiff's temperature logs and photographs show repeated and extended periods in the USDA "Danger Zone," creating an ongoing health and safety emergency.
2. Defendants already had actual notice: Plaintiff provided three separate written notices (2/24/2026, 3/5/2026, and 3/9/2026) demanding immediate correction. Defendants did not respond and did not repair or replace the refrigerator.
3. Further delay would cause additional harm: Requiring notice and waiting for a hearing would continue the unsafe condition and place Plaintiff's household at daily risk of foodborne illness.
4. Defendants can be heard afterward: Entry of a temporary ex parte order does not prejudice Defendants' rights, because the Court may set a prompt show-cause hearing allowing Defendants to appear by attorney, phone, or other means without delay.

For these reasons, Plaintiff requests issuance of the Temporary (Emergency) Injunction immediately and ex parte.

Count III – Action to Enforce the Housing Law of Michigan (MCL 125.534)

16. Plaintiff realleges all prior paragraphs.

17. Under MCL 125.534(2), an occupant of a dwelling "may bring an action to enforce this act in his or her own name." Plaintiff brings this action pursuant to this statutory right.

18. Defendants' prolonged failure to provide a safe and functioning refrigerator constitutes a violation of the Housing Law of Michigan because the condition presents a hazard to the health and safety of the occupants. Perishable food becomes unsafe after more than two hours above 40°F, and Plaintiff has documented repeated unsafe temperatures for 23 days.

19. Under MCL 125.534(3), when an uncorrected violation "creates an imminent danger to the health and safety of the occupants," the enforcing agency is required to seek temporary relief. The city has

failed to act; therefore, Plaintiff seeks temporary injunctive relief directly from this Court.

20. Under MCL 125.534(5), the Court is expressly authorized to "order the defendant to make repairs or corrections necessary to abate the conditions," which includes ordering Defendants to immediately replace the defective refrigerator with a safe, functioning unit.

21. Plaintiff further requests that this Court exercise its authority under MCL 125.534 to enjoin Defendants from maintaining unsafe or unhealthy conditions and to order any other relief necessary to correct the violation.

COUNT IV – Violations of the Mount Pleasant Housing Code (City Code Chapter 152)

22. Plaintiff realleges all prior paragraphs.

23. The Mount Pleasant City Code imposes legal duties on all rental property owners. Under § 152.005(J), "equipment, systems, devices and safeguards required by this code... shall be maintained in good working order," and no required service or facility may be removed, shut off, or permitted to fail for any occupied dwelling. Defendants have violated § 152.005(J) by failing to maintain essential equipment and systems in safe working condition, including but not limited to: (a) a refrigerator capable of safe food storage; (b) required smoke-alarm systems; (c) carbon-monoxide detection equipment; (d) required illumination levels for means of egress; and (e) other safety devices required by the International Property Maintenance Code.

24. Under § 152.007, the City has adopted the 2021 International Property Maintenance Code ("IPMC") as governing law. The IPMC prohibits owners from permitting occupancy of premises that are not maintained in a safe, sanitary, and code-compliant condition (IPMC §§ 301.2, 401.2, 601.2, 701.2). Defendants have violated multiple IPMC requirements by allowing unsafe egress illumination, non-compliant smoke alarms, missing CO detector by gas furnace, an expired CO detector, malfunctioning mechanical systems, and unsafe food-storage temperatures.

25. Under § 152.008(A)-(C), "no person shall occupy," and no owner or property manager shall "permit occupancy" of any dwelling unless a current, unrevoked housing license has been issued for that specific dwelling. Further, § 152.008(D)(2)(a) forbids issuing a housing

license where existing conditions constitute "a hazard to the health, safety, or welfare" of occupants. The unsafe-temperature refrigerator condition, repeated loss of safe food storage, expired CO detector, non-compliant smoke-alarm configuration, deficient egress lighting, and other hazards constitute health- and safety-hazard conditions under this section. A license could not lawfully have been issued or maintained while these hazards existed.

26. Defendants are operating and permitting occupancy of a dwelling that should not have qualified for a housing license under City Code §152.008(D)(2). This constitutes a violation of the Mount Pleasant Housing Code and is independently actionable. Under § 152.999, violations of Chapter 152 are municipal civil infractions subject to penalties.

27. These City Code violations further demonstrate the urgent need for temporary, ex parte injunctive relief, because Plaintiff is currently occupying a dwelling that (a) does not comply with adopted safety codes, (b) was improperly licensed or allowed to remain licensed despite hazards, and (c) continues to subject Plaintiff to health- and safety-related harm each day.

RELIEF REQUESTED

WHEREFORE, Plaintiff requests that this Court immediately:

A. Issue a Temporary (Emergency) Injunction ordering Defendants, their agents, contractors, and employees to immediately replace the current defective refrigerator in Plaintiff's unit with a new or fully functioning refrigerator capable of maintaining safe food-storage temperatures of 34°F-39°F, and to do so within 48 hours of service of the Court's Order. Defendants shall verify performance upon installation by documenting the center-shelf temperature at the time of installation and again approximately 24 hours later, by written log and/or time-stamped photograph and shall provide that verification to Plaintiff and to the Court at or before the compliance hearing.

B. Prohibit Defendants from any retaliation against Plaintiff for requesting repairs or filing this action.

C. Order Defendants to preserve all records, work orders, communications, and temperature logs relating to Plaintiff's refrigerator and maintenance requests from 1/1/2026 to present.

D. Award incidental damages for proven food spoilage losses to date (\$220.76) and costs as allowed by law, without prejudice to additional proven amounts at a later hearing.

E. Grant such other and further relief as justice requires.

F. (Taxable costs at final judgment) Plaintiff requests that reasonable litigation expenses (including paper, printer ink, printing supplies, envelopes, and Certified Mail/Return-Receipt postage) be taxed to Defendants at the conclusion of this case if Plaintiff prevails, consistent with the Court's authority to tax costs to the prevailing party.

G. (Immediate flat-amount reimbursement in this emergency) Plaintiff further requests that the Court, in its discretion, order Defendants to reimburse a reasonable flat amount now for service-related and preparation-related expenses (Certified Mail/Return-Receipt postage, printing, paper, ink, and mailing supplies) in the sum of \$ 35.00, or such other amount the Court deems reasonable, without prejudice to later adjustment at final taxation of costs.

H. (Alternate service to reduce future costs) Alternatively or additionally, due to Plaintiff's indigency and the emergency nature of this matter, authorize alternate service for speed and cost reduction, including: (1) service by Certified Mail, Return Receipt Requested, to the on-site property management office at Canterbury Apartments East in Mount Pleasant, Michigan, and (2) service by Certified Mail and/or email to Defendants' corporate legal/management office. Such alternate service should be deemed complete upon mailing.

Dated: March ____, 2026

Respectfully submitted,

Jacob Palasek, Plaintiff in Pro Per

1628 Canterbury Trail, Apt 10-0

Mount Pleasant, MI 48858

Phone: (989) 824-8945

Email: palasekj@compudocgr.net

VERIFICATION

I declare under penalty of perjury that the facts stated above are true to the best of my knowledge, information, and belief.

Date: _____

Jacob Palasek