

**QUESTION 12 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV
OR IN SOFTEST ANSWER SCREEN 12**

Pamela owned commercial property located in Quiet Town, Michigan. In January 2015, she and music producer Desmond entered into a 2-year written lease agreement. Desmond agreed to pay \$1,000 to Pamela by the first of each month to rent the property for use as a music studio. Desmond made property renovations that were allowed under the lease. He installed new overhead lighting, as the previous lighting was insufficient for his use of the property, and mounted acoustic speakers on the walls. Desmond also outfitted the property with his own office furniture and supplies, along with other studio equipment, and began to produce music for talented artists from that location.

After several months of sluggish rental payments, Desmond failed to pay rent for the month of June, and paid no other rent after that time except for a partial monthly payment in early September 2015. Pamela became so frustrated with Desmond's uneven payment history that, while Desmond was out of town during the last two weeks of September, Pamela had all of Desmond's studio supplies, furniture and equipment, except for the lights and speakers, removed to a local storage facility, and changed the locks on all of the studio property doors. Although upon his return Pamela immediately gave Desmond keys to the storage facility to where she had moved his personal property, Desmond was quite upset. A week later, he has come to you for legal help.

Applying Michigan law:

- (1) Explain fully how Desmond might legally regain possession of the studio property; and**
- (2) Advise Desmond on whether he is entitled to recover the lights and speakers he installed on the property if he chooses not to seek repossession of the studio space.**