

QUESTION 12 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV

Danielle, an interpretive dance instructor, signed a one-year lease on a small commercial space to open a dance studio. Danielle diligently made her monthly rental payments per the terms of the lease. To facilitate dance instruction, Danielle had a practice bar and several large mirrors installed on one wall. Though she never signed a new lease, Danielle continued to pay her monthly rent payments after the first year. However, having recently fallen on hard times, Danielle did not pay last month's rent.

Landlord believes he can rent the space to a dance troupe for more money than Danielle has been paying. However, the troupe is only willing to rent the space if it is immediately available and suitable for practice. To make certain that the space is immediately available, Landlord plans on evicting Danielle himself by changing the locks as soon as possible. Landlord wants to rent the space with the improvements Danielle made so that the space is suitable for the troupe to practice. Accordingly, Landlord does not plan on letting Danielle know he is terminating her tenancy until after he has changed the locks.

Applying Michigan law, address the following:

- 1. May Landlord regain possession of the property in this manner? What other remedies might he have? Explain your answer.**
- 2. Is Landlord entitled to keep the practice bar and mirrors? Explain your answer.**

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