



5. The plaintiff has a right to possession of the property for nonpayment of rent:
- a. Rental rate: \$ _____ per _____ b. Payable on: _____
 - c. Rent is paid through _____ d. Total rent due now is \$ _____
 - e. Other money is due: \$ _____ for _____ and due by _____.

SUPPLEMENTAL COMPLAINT

11. Complaint is made and judgment is sought for money damages against the defendant as follows:
- Rent owing as set out in paragraph 5 above, plus additional rent at the rate of \$ _____ per _____ until judgment, plus costs.
 - Damages claimed: _____

At the point of filing a complaint, it is extremely important to have an accurate rental ledger so it can be attached to the complaint should the attorney so choose. The landlord's and the tenant's rental ledger will often differ so you will want to make sure your calculations are accurate. Never be afraid to ask your attorney for assistance as there may be language in the rental agreement that you may not understand.

One of the easiest ways to create a rental ledger is to utilize an Excel spreadsheet. You will need a copy of the lease or rental agreement to determine the amount of the rental payment, frequency of payment, length of the lease or rental term, any past due payment penalties, and any other offsets that have been specified in the agreement. You will also want to calculate the daily rate as you will most likely need that amount at some point in the eviction process. Calculating the daily rate is typically the monthly rental rate divided by 30 days.

Below is an example of a rental ledger based on a 12-month lease agreement, \$500 per month, and a 5% late fee for any rental payment received after the fifth of the month. The tenant has made the January through June payments on time; made the July payment late; made a partial, but late, payment in August; and did not make any payments for September through December. The landlord was very generous in not starting the eviction process until after the holidays.

The rental ledger should have a column for each month of the lease agreement and a column for the monthly rental amount.

Term (Month)	Rental Amount
January	\$500.00
February	\$500.00
March	\$500.00
April	\$500.00
May	\$500.00
June	\$500.00
July	\$500.00
August	\$500.00
September	\$500.00
October	\$500.00
November	\$500.00
December	\$500.00
TOTALS	\$6,000.00

Next, there should be a column for the late fee and a column for the total amount due. Be careful to make sure the late fee is a one-time fee and not compounded, as the calculation would be different than this example if it were compounded. The lease or rental agreement should specify. If you are unsure you should seek clarification from your attorney.

Term (Month)	Rental Amount	Late Fee	Total Amount Due
January	\$500.00	\$0.00	\$500.00
February	\$500.00	\$0.00	\$500.00
March	\$500.00	\$0.00	\$500.00
April	\$500.00	\$0.00	\$500.00
May	\$500.00	\$0.00	\$500.00
June	\$500.00	\$0.00	\$500.00
July	\$500.00	\$25.00	\$525.00
August	\$500.00	\$25.00	\$525.00
September	\$500.00	\$25.00	\$525.00
October	\$500.00	\$25.00	\$525.00
November	\$500.00	\$25.00	\$525.00
December	\$500.00	\$25.00	\$525.00
TOTALS	\$6,000.00	\$150.00	\$6,150.00

After you have the total amounts due and owing calculated, you will need to add a column to include payments received. The difference between the total amount due and the payments received is your rental arrearage, which is shown in the final column.

Term (Month)	Rental Amount	Late Fee	Total Amount Due	Payments Received	Balance Due
January	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
February	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
March	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
April	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
May	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
June	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
July	\$500.00	\$25.00	\$525.00	\$500.00	\$25.00
August	\$500.00	\$25.00	\$525.00	\$250.00	\$275.00
September	\$500.00	\$25.00	\$525.00	\$0.00	\$525.00
October	\$500.00	\$25.00	\$525.00	\$0.00	\$525.00
November	\$500.00	\$25.00	\$525.00	\$0.00	\$525.00
December	\$500.00	\$25.00	\$525.00	\$0.00	\$525.00
TOTALS	\$6,000.00	\$150.00	\$6,150.00	\$3,750.00	\$2,400.00

After calculating the amount due, it is important to continue to record any payments made by the tenant. In Michigan, if the landlord wants to pursue a money judgment in order to collect the past due rent, such as through a garnishment, the past due rent is calculated to the day that the "Judgment Landlord-Tenant" is signed by the judge. MCL 600.5744

In the example to the right, if you needed to calculate rent owing through January 5th of the following month for the money judgment, the total amount past due would be the \$2,400.00 plus \$16.67 per day times 5 days (January 1st - 5th) for a total of \$2,483.35. To calculate rent owing to keep possession of the premises through the end of January of the following month it would be the \$2,400.00 plus \$500.00 for the monthly rate for a total of \$2,900.00. Most legal assistants are tasked with calculating the rental arrearage to this point, but the calculations will be double-checked by your attorney for accuracy prior to going to court. Having the rental ledger will make it easier for them.

Below is an excerpt from a Judgment Landlord-Tenant (Michigan SCAO Form DC105)

POSSESSION JUDGMENT

- 1. The plaintiff has a right to recover possession of the property.
- 2. There is now due to the plaintiff for nonpayment of rent and other money due under the lease:
 - a. Rent to retain possession \$ _____
 - b. Other money due..... \$ _____
 - c. Costs..... \$ _____
 - d. Total..... \$ _____
- 3. The defendant has a right to retain possession

MONEY JUDGMENT

- 8. A possession judgment was previously entered. Damages \$ _____
- 9. A money judgment, which will earn interest at statutory rates, is entered as follows:

Costs	\$ _____
Total	\$ _____



Paula Steffey, PP, CLP-SC, CWCP has been a member of NALS since 2014. She is currently the Chair for the Certification Committee and the Attorney Directory project on the Ways and Means Committee for NALS of Greater Kalamazoo in Michigan. She is also very active at the state level and is currently serving as the Vice President of Membership and Marketing, and the Marketing Committee chair. At the national level she is on the Editorial Board and the Manuals Task Force. To learn even more about NALS, she has a secondary membership with NALS of Phoenix and NALS of Philadelphia. Outside of NALS she is a full-time legal assistant to attorney Garold A. Goidosik with Goidosik Morse Disability Law Group and has two other part-time jobs. One of those part-time jobs is her own crafting company where she sells her hand-crocheted items. Besides work and NALS, she is married with two children of her own, a stepdaughter, and two very spoiled golden retrievers who are retired show dogs.

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