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Date: 10/20/2022

ADM File Number: 2020-08

Comment:

I agree with the dissenting opinion of J. Viviano that the proposed Amendments of Administrative Order No. 2020-17 and MCR 4.201 are unnecessary. Research by Thomas Sowell and others has shown that increased regulatory burdens lead to cost increases of whatever is being regulated, and it is likely that increasing the regulatory burdens of being a landlord in this manner will lead to two outcomes: a) It will decrease the motivation to be a landlord; b) It will leave the remaining landlords motivated to make as few improvements as they can while charging as much as they can within the terms of the law, driving up prices for rental housing.

In addition, it should be noted that the overall drift of our society, even in the judicial profession, is towards stripping individuals, and smaller institutions such as lower-level courts, of autonomy by degrees, and thereby prohibiting those with the most on-the-ground empirical knowledge of a situation from acting with authority on that knowledge, in the course of implementing standardized policies. This is discussed in *The Death of Common Sense*, in which the author, a lawyer himself, addresses the need to preserve sufficient autonomy for people who know what is going on to act. This autonomy used to be called "freedom," in the Enlightenment sense of the word: the freedom to consent and contract to the best of one's ability while respecting the persons and property of others.

Legal liberty was, and still is, the foundation of economic liberty, which is free enterprise, and which has produced such notable increases in conditions of life from days when no such liberties existed. However, such economic conditions are not a given, but based on continuing legal defense of the right to individuals to consent and to contract and to be bound accordingly, in trials that are not distracted by peripheral issues but focused on matters of fact; in the present sense, this means whether the lease was upheld, or whether it was not. In such questions, laws that strip lower level courts of discretion are in effect assuming that lower court are drones not fit to decide; that they are there to implement, and not to "judge."

A landlord tenant agreement based on a written lease is a contract, and it does not take a jury to know if a contract has been broken; in all likelihood, it does not even take an in-person court case. It is a matter of fact whether payments have been received on time per a lease agreement, and insofar as this is frequently the only issue in a landlord tenant case, it should be decided on these terms, as a matter of fact, and governed by the lease that the tenant chose to sign.

Written contracts and written laws provide the clarity that fosters the spirit of private enterprise. The clarity of the lease is part of its charm. By suggesting implicitly that lease agreements are void of power to be enforced with police and legal assistance unless subsequently endorsed by a court of law, one by one, as seems to be the tendency here, is to impose a burden of uncertainty on any landlord whether their claims, however just and explicit, will be washed away in tears of pity or sentiment that may have to do with mercy but not with justice - or the contract signed.

This proposed judicial burden is also contrary to the interest of society in allowing the market to act to motivate people to become landlords, and increase the supply of rental housing to those who cannot afford to buy. This is a service not just in the economic sense, but in the social sense. Impositions of the present kind will act to decrease the motivation to provide the service of rental housing, and likely contribute indirectly to worsening conditions for the very people the proposed changes hope to assist. The most direct route to helping people who cannot pay the rent they agreed to pay is not to increase legal burdens on landlords, many of whom are small business owners, but to simply provide state services that will help them pay that rent directly, ideally even before the chance of nonpayment becomes a problem, rather than after.

Sincerely,
Chris Wilson