

TENNESSEE RENTAL APPLICATION

(Each person over 18 years of age, residing in the property, is required to submit a separate application)

Instructions: PLEASE PRINT. All information on all pages must be completed. All blanks must be filled in. The decision to rent to you depends a great part on your credit history and references. Return with a copy of your driver's license and \$35 cash nonrefundable APPLICATION PROCESSING FEE. Each person over 18 years of age residing in the property is required to submit a separate application. A \$500 RESERVATION FEE payable to TN1TD, LLC is required to hold the property. The RESERVATION FEE is not refundable if you change your mind. Only responsible law abiding people who pay rent on time and will take excellent care of the property need apply.

Property Address: _____

Desired Occupancy Date: ____/____/____ or ASAP

Anticipated Length of Stay: 1 year, 2 years, 3 years, 4 years, 5 years or more (number of years) (Please circle one)

How did you find out about us? Internet (Zillow, Hot Pads, Trulia, Realtor.Com) Other (explain)

Friend _____

What attracted you to this home/ location? _____

Minimum combined family income (verified by 1099 or W-2) must meet monthly rent of \$ _____ x 40 =

\$ _____. Can you pay rent on or before the 1st of each month? Yes _____ No

If no, please explain: _____

PERSONAL INFORMATION

First Name _____ (Middle Name (not initial) _____ Last Name _____

FORMER LAST NAME (Maiden & Married) _____ Your email : _____

Soc. Sec. No. _____ Driver's License No. _____ State: _____ Expiration: _____

Date of Birth: _____ Home Telephone No. Cell Phone

No. _____

Nearest Relative: _____

Relation to Applicant: _____

Relative's Phone Number: _____

Relative's Address: _____

YOUR PRESENT ADDRESS

YOUR PRESENT ADDRESS:

Street _____	Apt # _____	City/State _____	Zip _____
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IF CURRENTLY RENTING, APARTMENT COMPLEX NAME: _____

My Lease Began: Month: _____ Year: _____ My Lease Ended or Ends: Month: _____ Year: _____

PRESENT MONTHLY RENTAL PAYMENT: \$ _____

PRESENT MONTHLY UTILITIES: \$ _____

Are you in good standing with your landlord? Yes _____ No _____ If no, please explain: _____

Have you provided your current landlord 30 days written notice? Yes _____ No _____

What day do you plan to move out? ____ / ____ / ____ What day would you be available to move in to this home?
____ / ____ / ____

Current Landlord or Manager's Name: _____

Telephone Number: _____ Cell Phone number: _____ (REQUIRED)

WHY ARE YOU LEAVING? _____

FORMER HOUSING RENTAL INFORMATION

How many places have you rented in the last 5 years? _____

Please list previous addresses for the last two years. Use space on back if needed.

PREVIOUS ADDRESS: _____	RENTAL PAYMENT: _____
Street Apt # City/ State Zip	

How long were you at the previous address: From _____ (year) to _____ (year).

Landlord for previous address: _____ Telephone Number: _____ (REQUIRED)

Apartment Complex Name: _____

Did you pay the last month's rent? Yes _____ No _____ If no, why? _____

Did you leave in good standing with Previous Landlord? Yes _____ No _____, If no, why? _____

Did you provide your previous landlord with 30 days written notice? Yes _____ No _____

Did you get all your security deposit back? Yes _____ No _____

PREVIOUS ADDRESS: _____ RENTAL PAYMENT: _____
Street Apt # City/ State Zip

How long were you at the previous address: From _____ (year) to _____ (year).

Landlord for previous address: _____ Telephone Number: _____
(REQUIRED)

Apartment Complex Name: _____

Did you pay the last month's rent? Yes _____ No _____ If no, why? _____

Did you leave in good standing with Previous Landlord? Yes _____ No _____ If no, why? _____

Did you provide your previous landlord with 30 days written notice? Yes _____ No _____

Did you get all your security deposit back? Yes _____ No _____

EMPLOYMENT

PRESENT EMPLOYER:

EMPLOYER ADDRESS: _____

EMPLOYER PHONE NUMBER: () - _____ Length of Employment: _____ Years _____ Months

Direct Supervisor: _____ Work: () _____ Cell: () _____

Your occupation/ position and what you do: _____

I get paid every (circle one) Week 2 Weeks Month The amount printed on my check is generally \$ _____

Any other Income (social security, child support, alimony, disability, pension)? if yes, from where/who _____

_____ Social Security Income Monthly: \$ _____ Child Support Income Monthly: \$ _____

Alimony Monthly: \$ _____ Disability Monthly: \$ _____ Pension Monthly \$ _____

Other: \$ _____ If additional space is needed, use back of this sheet.

I make \$ _____ per year before deductions and \$ _____ after deductions.

If employed less than 3 years with present employer, please list previous employer information:

PREVIOUS EMPLOYER: _____

Previous employer address: _____

Previous employer telephone number: () _____ Employed from what year _____ to what year _____

Direct Superior: _____ Telephone number: () _____

Why did you leave the previous employer? _____

ADDITIONAL INFORMATION

Do you have an account with MLG&W? Yes _____ No _____

Do you have an account with the City of Germantown? Yes _____ No _____

Do you have a previous or current account with a past due balance? Yes _____ No _____ If you have a past due balance, how much and why? _____

Do you own: Vacuum cleaner _ Washer _____ Dryer _____ Refrigerator _____ Microwave _____ Freezer _____

Aquarium 20 gallons or more _____ Waterbed _____ Wall Mounted TV. _____ Lawnmower _____ RV _____

Motor Home _____ Truck Camper _____ Travel Trailer _____ Tent Trailer _____ Camping Trailer _____

Motorized Dwelling _____ Mobile Home _____ House Trailer _____ Semi Trailer _____

Horse Trailer _____ Airplane _____ Airplane Glider _____ Off Highway Motor Vehicle _____

Sand Buggy _____ Dune Buggy _____ Tractor Motorcycle _____ Hot Tub _____ Above

Ground Pool _____ Dog Pens _____ Trampoline _____ Play Set _____ Towable Cooker _____

Four-Wheeler/ATV _____ Boat _____ Trailer _____ Personal Water Craft _____ Portable Storage Bldg _____

Commercial Vehicle _____ Inoperable Vehicle _____ 5th wheel or Gooseneck Trailer/Camper _____

220 Volt Equipment _____ Explosive or hazardous materials or containers _____ Portable Generator _____

Welder _____ Hedge Clippers _____ Musical Instruments (List type) _____

Who smokes that will be living on the property? Names: _____

Have you ever: (Circle Yes or No for each question)

1. Been convicted of a crime other than a traffic violation? Yes No (If yes, explain on other side of this sheet)
2. Been evicted or requested to vacate a property? Yes No (If yes, explain on other side of this sheet)
3. Refused to pay rent? Yes No (If yes, explain on other side of this sheet)
4. Had your wages garnished? Yes No (If yes, explain on other side of this sheet)
5. Had a judgement or lien? Yes No (If yes, explain on other side of this sheet)
6. Had a security deposit not refunded? Yes No (If yes, explain on other side of this sheet)
7. Do you currently have any unpaid or late utility bills? Yes No (If yes, explain on other side of this sheet)
8. Broken a lease? Yes No (If yes, explain on other side of this sheet)
9. Been sued for damage to a rental property? Yes No (If yes, explain on other side of this sheet)
10. Sued a landlord or included a landlord in a bankruptcy? Yes No (If yes, explain on other side of this sheet)
11. Had your home foreclosed? Yes No (If yes, explain on other side of this sheet)
12. Filed or declared bankruptcy? Yes No (If yes, explain on other side of this sheet)
13. If bankruptcy was declared was it a Chapter 7? _____ Chapter 13? _____ (If yes, explain on other side of this sheet)
14. Been arrested for ANY reason? Yes No (If yes, explain on other side of this sheet)
15. Are you subject to being transferred for your job? Yes No (If yes, explain on other side of this sheet)
16. Do you know of anything that may interrupt your ability to pay rent? Yes No (If yes, explain on other side of this sheet)
17. Do you smoke? Yes No (If yes, inside or outside?) _____
18. Do others in your family smoke? Yes No (If yes, give details) _____
19. Do you have any pets? Yes No (If yes, list below) _____
20. Have you had any gambling losses or gains greater than \$500 in the past year? Yes No (If yes, explain on other side of this sheet)
21. Do you need a home office for your work? Yes No (If yes, will you need to have clients come to your home?) _____

John B. Philip, Attorney Handout for MIG 6/9/22

Please list ALL PETS who will be residing at the Property

Name	Age	Type (Dog, cat, snake)	Species/Breed	Weight

* NOTE: No pets are allowed on the premises at any time without prior management consent and payment of fees. NO EXCEPTIONS. Each pet requires a \$500 non-refundable pet fee. Monthly pet fee is \$50 for pet #1, \$75 for pet #2 and \$125 for pet # 3

Please check if you have a ☐ Pit Bull or Staffordshire Terrier ☐ Rottweiler or German Shepherd
☐ Doberman Pinscher ☐ Chow ☐ Great Dane ☐ Presa Canario ☐ Siberian Husky
☐ Wolf-hybrid ☐ Akita ☐ Alaskan Malamute ☐ Blend of any these

If yes to any of the above questions, please explain all 5 w's (who, what, when, where and why) on the back, noting the question number.

PLEASE LIST ALL PERSONS WHO WILL BE RESIDING ON THE PROPERTY

Name	DOB	Social Security #	Relationship to Primary Tenant	Smoker Y/N

All vehicles to be Parked on or Around Premises on a Daily Basis
 (If you need additional room, please print on the back of this sheet)

License Number	State	Year	Make	Model	Color

Do any vehicles leak oil or other fluids? Yes No (If yes, explain on the back)

IN CASE OF EMERGENCY, PLEASE NOTIFY THE FOLLOWING RELATIVES (Other than spouse/ roommate)

Name _____ Relationship _____ Phone _____

Address _____ City _____ State _____ Zip _____

Name _____ Relationship _____ Phone _____

Address _____ City _____ State _____ Zip _____

CREDIT REFERENCES

These can include store credit cards, rental stores, cell phone account, car loans, small loans, etc.

Name of Bank: _____ Phone: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Savings Account Number: _____ Approximate Balance: \$ _____

Checking Account Number: _____ Approximate Balance: \$ _____

Loan Account Number: _____ Approximate Balance: \$ _____ Are all

payments current? Yes _____ No _____

Other active Credit Reference: _____ Phone: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Account #: _____ Type of Account: _____ Expiration Date: ____ / ____

Credit Limit: _____ How long have you had this? _____ Are all payments current? Yes _____ No _____

Other active Credit Reference: _____ Phone: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Account #: _____ Type of Account: _____ Expiration Date: ____ / ____

Credit Limit: _____ How long have you had this? _____ Are all payments current? Yes _____ No _____

Other active Credit Reference: _____ Phone: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Account #: _____ Type of Account: _____ Expiration Date: ____ / ____

Credit Limit: _____ How long have you had this? _____ Are all payments current? Yes _____ No _____

PERSONAL REFERENCES

List three persons, OTHER THAN YOUR RELATIVES that we may contact to verify your character

Name _____ Relationship _____ Phone: (_) _____

Address _____ City _____ State _____ Zip _____

Name _____ Relationship _____ Phone: (_) _____

Address _____ City _____ State _____ Zip _____

Name _____ Relationship _____ Phone: (_) _____

Address _____ City _____ State _____ Zip _____

Appliances, Equipment, Cleaning and Yard Maintenance:

Landlord does not furnish appliances. Tenant(s) are solely responsible for furnishing a refrigerator, stove, microwave, dishwasher, washer and dryer. Any existing appliance on the property may be used by the tenant so long as the tenant agrees to be responsible for leaving it in equal or better condition than the day they moved in. If an existing appliance needs maintenance, the tenant agrees to have it repaired by a professional appliance service company at the tenant's expense. Tenant agrees to clean all appliances prior to moving out.

Filters for the air handling unit in this home MUST be changed as often as needed to keep the cooling coils from becoming clogged. Tenant agrees to be responsible for purchasing and changing the air filters AS OFTEN AS NEEDED to keep the cooling coils from becoming clogged or dirty. It is suggested the tenant check the filters monthly until the tenant determines how often they need to be changed. If at any point the HVAC unit is found with a clogged filter, the unit will be professionally cleaned by our HVAC contractor and the tenants agree to pay \$500 or our HVAC contractor's invoice, whichever is less.

No cleaning or pest control service will be provided by the landlord. Tenant is responsible for all pest control and the cleaning inside and out of the home. No trash may be left in the yard at any time. Tenant agrees to leave the home as clean as or cleaner than it was when they moved in. Tenant agrees to pay for any pest control and cleaning services required to restore the home to its original cleanliness. Any cleaning or pest control expense required by landlord will be paid by the tenant at a rate of \$75/hour. Tenant agrees to pay for any pest control and cleaning services required to restore the home to its original cleanliness.

Yard maintenance is the responsibility of the tenant, not the landlord. Tenant agrees to water the lawn, rake and bag the leaves, mow the grass and trim hedges when needed. If the city sends a letter to the Landlord or the tenant for failing to meet the city's minimum standards, or if cars are parked in the grass, the tenant agrees to pay all fines and correct the city's concerns immediately. Any time spent by the Landlord or their Representative dealing with city notices will be billed to Tenant at 1.5x the Landlord's cost. Any yard maintenance required by landlord will be paid and added to the rent at a rate 1.5 x landlord's cost. Tenant is responsible for all Utility and City services including storm water fees. Storm water fees may be prepaid by the Landlord and billed annually to the tenant in advance.

Certification and Authorizations

I hereby certify that the answers I have given in this application are true and correct to the best of my knowledge. I understand that any false answers or statements made by me will be sufficient grounds for eviction and loss of any option to receive the **CLEANING/RESTORATION PAYMENT.**

I authorize my present and/or past employers, landlords and their agents, banks, creditors, credit bureau or personal friends or strangers to give or provide such information regarding my history or application with them or their organization as may be requested by the property manager, including any of their authorized agents. I also agree that the property manager, including their agents, may report credit or personal information to others regarding my status with them. The above authorizations are provided without an expiration date and may be performed at any time in the future without my further consent. These inquiries include information as to character, general reputation, mode of living, rental history and anything deemed necessary by the property manager.

A non-refundable **APPLICATION PROCESSING FEE of \$35** is required to process the application and is being paid herewith. A **RESERVATION FEE of \$500** is required to hold the property if the application is approved. The undersigned expressly agrees that if this application is approved and the RESERVATION FEE is paid, applicant herewith agrees to rent this property. Applicant understands and agrees that rent begins as of the day after application approval and will be prorated for the following month. I fully agree that the non-refundable APPLICATION PROCESSING FEE is for the purpose of verifying the information

submitted on this application. It is understood that APPLICATION PROCESSING FEE is non-refundable and can in no way be considered a deposit to hold the dwelling. It is agreed that other applications will continue to be accepted until someone pays the RESERVATION FEE to hold the property. Applicant further agrees that if applicant is accepted by TNI TD, LLC and then decides, for any reason, not to move into the premises, then all monies paid herewith shall be retained as liquidated damages since other prospective tenants may have been turned away and it may be necessary for Management to re-advertise the property and other applicants. Processing of application shall be as timely as possible, and the results may be delivered via telephone, mobile phone, text, email or mail. Once approved, applicant agrees to pay the balance of the funds (Pet fees, Move-in-Fees) and complete the paperwork within 2 days, otherwise management will assume the applicant has decided to forfeit the RESERVATION FEE made herewith and will begin remarketing the property. If applicant is not approved, all monies given herewith, less APPLICATION PROCESSING FEE shown above shall be returned to applicant. Applicant understands and agrees that rent begins as of the day after application approval and will be prorated for the following month.

A PHOTOSTATIC COPY OF MY DRIVER'S LICENSE OR PICTURE IDENTIFICATION CARD, SOCIAL SECURITY CARD, LATEST PAY CHECK STUB(S), LAST W-2 OR COPY OF LAST YEARS INCOME TAX RETURN ARE ATTACHED TO THE APPLICATION(j, OR WILL BE PROVIDED TO TNITD, LLC IN 24

HOURS(). I herewith give my permission for anyone contacted to release the credit or personal information of the undersigned application to TNITD, LLC or their authorized agents at any time, for the purpose of entering into and continuing to offer or collect on any agreement and/or credit extended. I further authorize TNITD, LLC or their Authorized Agents to verify the application information including but not limited to obtaining criminal records, contacting creditors, present or former landlords, employers and personal references, whether listed or not, at the time of the application and at any time in the future, with regard to any agreement entered into with Management. Any false information will constitute grounds for rejection of this application, or TNITD, LLC may at any time immediately terminate any agreement entered into in reliance upon misinformation given on this application.

Tenant is responsible for paying the rent on time without demand of the Landlord. Applicant acknowledges that he or she knows of no potential reason why he or she will not be able to pay the rent by the due date of the first (1st) of each month.

Agency Representation

Applicant hereby specifically acknowledges that the property manager is the exclusive agent and representation of the Owner of this Rental Property and does not, in any respect, have any fiduciary or other agency responsibility to Applicant. Applicant also acknowledges that Agent for Owner orally advised Applicant of its exclusive representation of Owner prior to the time the Applicant was asked for confidential information and also prior to Applicant's conveying any confidential information to Agent for Owner.

Date

Applicant Signature

"Move in Fee", 1st full month's Rent (less Paid Reservation Fee), Non-Refundable Pet Fee

And first month's Pet Rent must be paid with

Money Order, Certified Check or Cashier's Check ONLY.

All payments are to be made payable to TNITD, LLC

Do you have money available now to pay the nonrefundable "Move In Fee", 1st Full month's rent. Non-Refundable Pet Fee and 1st Month's Pet Rent?

Yes _____ No _____ Sign Here: _____

Driver's License Presented

_____ Yes _____ No
(to be completed by Agent)

City of Memphis and Shelby County New
Policy re: Evictions, Disposal of Personal
Property

In March, the Memphis City Council passed Ordinance Number 5091, which amends various sections of Memphis City Code, Division 4, Disposal and Removal of Personal Property. The ordinance addresses evictions taking place within the city limits of Memphis. Specifically, it governs the disposal of personal property removed from residences pursuant to an eviction. This was in response to issues the city has faced in the past with personal property being left on curbsides that created blight and public health/safety issues around the property.

Ordinance Requirements:

Box and Bag Occupant Property Any landlord or property owner that places occupant property or debris on a City right-of-way, easement, or property owned or maintained by the city after an eviction, must discard personal property (excluding bulky items) in heavy-duty trash bags or cardboard boxes placed neatly at the curb.

Contact the City of Memphis Solid Waste Management: by phone at 901-576-6581 by fax at 901-576-6879, or by email at solidwaste@memphistn.gov.

Any landlord or property owner who places occupant property or debris at the curb must notify the Solid Waste Department within 24 hours or the next business day after the eviction.

Dispose of the Property Within 72 Hours: If the City is not needed to remove the items, the landlord or property owner must *remove* and properly dispose of the property/debris in a permitted local city landfill.

Failure to Comply With All Sections of Ordinance 5091 Will Result in a Citation and/or

Fine: Landlords or Property owners who fail to comply with the ordinance will be issued a citation to appear in Court and face a fine for each violation AND be invoiced to pay the actual disposal cost incurred by the city.

This ordinance directly affects post-foreclosure evictions and will be enforced against mortgage servicers or their contractors who process evictions. The ordinance also places restrictions on the removal and disposition of personal property. In addition, the ordinance does not shield the evicting party from liability or prevent a former occupant from suing for damages if personal property of value is damaged or lost, even when the ordinance is followed.

Addendum: Security Alarm System Installation Permission

Leased Property: _____
Landlord: _____
Tenant: _____

This Lease Addendum is incorporate into the lease executed by Landlord and Tenant referring to the Leased Property. Tenant is hereby authorized to have a security system installed at the expense of the Tenant on the following terms. The system must comply with all applicable building and fire codes.

A professional installation company must be used for installation and proof of liability insurance is required before equipment is installed. Tenant is responsible for any damages that may occur from the installation or wiring of the Security Alarm System. The installation, maintenance and safety of both activities are the responsibility of Tenant. Tenant understands that Landlord assumes no liability for any injury during the installation of the Security Alarm System. Many municipalities require an annual permit for a monitored system. Tenant shall be responsible for obtaining any permit required by and governmental entity at Tenant's expense.

Landlord reserves the right to request the temporary removal of the Security Alarm System if necessary for building repairs or maintenance and will assume no liability for any damages that may occur to the equipment. Tenant agrees to make available to Landlord the security code, and Tenant must keep Landlord updated to any changes in the security code.

Landlord will have the authority to use the security code to enter the Leased Property in the event of an emergency, to make repairs or inspect the property. Landlord will give proper notice according to the terms of the Lease Agreement.

At the end of the Lease, all evidence of the installation of the Security Alarm System must be either removed or arrangements are to be made with Landlord to keep the Security Alarm System attached to the Leased Property. Any damages that remain will be subject to charges against but not limited to the security deposit. Tennant shall be responsible for any and all sums due for installation and/or monitoring of the system.

If Tenant violates any part of this Addendum, Tenant is then in default of the Lease. In the event of a default, Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Property as well as seek judgment against Tenant for any monies owed to the Landlord as a result of Tenant's default.

Security Code: _____ Password/Phase: _____

Security Alarm Company Information:

Security Alarm Company: _____ Phone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord's Signature: _____ Date: _____

- (a) As authorized under the Uniform Residential Landlord and Tenant Act § 66-28-505(b), Tenant specifically waives Tenant's right to Notice of Nonpayment of Rent or material breach of the lease by Landlord.**

Setting Tenant Expectations : Defining Emergency Versus Repair

Within the broader context of tenant expectations, defining the difference between an emergency and a repair is worthy of a deep dive. Which situations require your immediate attention and which ones do not?

You might think common sense would dictate to everyone the difference between an emergency situation and a repair. Honestly, in most cases it does. But like I said in my last post, you cannot assume anything. You cannot assume that your tenant has any common sense, that they will use it at the right time or that they actually know what a true emergency is. To some tenants, everything and anything is an emergency.

This is why it is a best practice for landlords to set expectations and **a)** define what an emergency is, **b)** define what a repair is, **c)** discuss how both should be treated by the tenant, **d)** discuss your response to emergencies and repairs. By doing this, you can save yourself much confusion, angry phone calls and perhaps even your property.

What Is an Emergency?

An emergency is a situation that is life threatening and/or requires immediate attention to prevent massive property damage. Fire requires immediate attention. A strong smell of natural gas requires immediate attention. Sparks shooting out of an outlet requires immediate attention. Gushing (not dripping) water requires immediate attention.

Emergencies should be dealt with immediately and you need to inform your tenant of what they need to do, including calling 911, in case one occurs. Yes, you need to tell them to call 911 first and not you in case of a fire. If a tenant smells gas, you or your staff needs to find out the problem immediately. It is the same with sparks and gushing water. These items can lead to serious injury or property damage quickly. They need your attention. Immediately!

What About Repairs?

Almost everything else is not an emergency situation. Rather, it is a repair. Repairs require attention, but not immediate attention. Repairs need to be fixed, but they can be fixed in due time. The heat or air conditioning going out may seem and feel like an emergency, but the tenant will likely survive for 24 hours while calls are made and crews are scheduled to address the problem. That dripping water may seem like an emergency, but a bucket will catch it and the plumber will get over tomorrow.

Repairs get triaged. That means they get ranked in order of either severity or when the call came in. You need to make it clear to your tenants that repairs will be handled as quickly as is possible, but not on an immediate basis. Communicate with them how repairs will be handled. Tell them that heating and air will usually be looked at within 24 hours, but that loose cabinet door may take a couple of days. Tenants can also help you with some repairs. We show our tenants how to turn off water

valves and breakers. Many tenants have done their part to prevent further property damage by simply knowing how to turn off a valve or shut off a breaker.

From Day One

Be sure to set this expectation with your tenants on day one. Do not let them hold on to the erroneous belief that every little repair is an emergency that will be handled immediately. Explain how repairs will be repaired. Let them know the timeline and then do your best to keep to it. Tenants also often have the weird idea in their heads that they should call you first no matter what is going on. I do not know why as there is little I can do about a fire. So be sure to inform them what to do and who to call if a true emergency arises.

By setting this expectation on emergencies and repairs you will go a long ways towards making the landlord/tenant relationship a good one. Plus, you might just save a life and your property.

Tuesday Tidbit

A MIG Publication for Members Only

July 16, 2019

My Tenant is Running a Business

Sometime in your life you wished you could work from home. We all have. Your tenants have too. The thing about your tenants however is that their home is also your property. Their business will therefore be your business. What should you do if your tenant is running a business out of your property? Should you stop it?

Finding Out About the Business

The first thing course is finding out about the business activity. This may not be as easy as it at first seems. Your tenant is unlikely to tell you of their new venture, nor will you be on your property every day to witness what is happening. What is more probable is that your other tenants are going to notice and either gossip or complain to you. You may also notice business activity after one of your routine property inspections or after a maintenance issue.

However you find out, you should be a bit concerned. Your tenant's business could raise several issues, including:

- Strangers coming on your property.
- Disturbing your other tenant's right to quiet enjoyment.
- Increased wear and tear on your property.
- Increased levels of liability if somebody slips and falls, or worse.
- Zoning and code enforcement issues. They will come after you, not the tenant.
- Restrictive covenant or homeowner association concerns.

Not All Businesses Are Alike

Should you discover that your tenant is running a business, I think a little investigation is necessary. Not all businesses are alike. Some will definitely create a nuisance while others are perfectly suited to being home based. There is a huge difference between your tenant selling used cars out of the back yard and your tenant conducting an Amazon resale business (I have had both happen btw). One, the used cars, is certainly going to be a problem while the other may not.

Either way it is your property. You set the rules.

The Type of Business Matters

You might think that you should completely ban all business activities on your property. While you can do that, I am not so sure that is the best course of action. Some activities will not cause you or your tenants any problems. Think of telecommuting or designing websites.

Others could turn into a problem. That E-bay business could mean a lot of odds and ends and empty boxes lying around your property. While this type of activity is not something to stop outright, you may want to

warn your tenant that it will need to stop if other tenants start complaining.

Other business activities will need to be stopped in their tracks. Selling cars off the back lawn are a no go. In fact, anything that will regularly lead to customers coming to my property is a no go, as is any business needing a sign or form of advertising directing people to my property. Not only may this be illegal, but it may increase your liability and will definitely disturb your tenants.

Protect Yourself

The best way, I think, to protect yourself is to place something in your house rules regarding home-based businesses or commercial activities. We have a phrase that states that no home-based business or commercial activity is allowed without our express permission. We do not therefore ban all activity, but we can stop anything that may be or become a problem. After all, not every home-based business will create problems and we want to be open to those tenants who may depend on such activities for their income.

Place a clause like the above in your lease or house rules if you do not already have one. If you discover your tenant is running a business out of your property, do not automatically ban it as you may lose a perfectly good tenant. Take some time to investigate and go from there.

Kevin Perk

Read more from Kevin at Smarterlandlording.com

The information in this article is provided as a general educational resource and is not intended to, and shall not be deemed to, constitute legal, tax or professional advice. Opinions expressed in *Tuesday Tidbits* are those of the author and should not be considered to be the opinions of MIG. For questions concerning a specific situation, please contact an attorney, accountant or other professional.

John B. Philip, Attorney Handout for MIG 6/9/22

☐ ONE COPY TO PERSON SERVED ☐ ONE COPY TO BE RETURNED TO SHELBY COUNTY HEALTH DEPARTMENT FAX 222-8249 OR e--mail COVID@shelbycountyttn.gov

Emergency Utility, Rental/Mortgage, Medical/Prescriptions, and Family Support Assistance is available.

- If you or anyone in your household are currently quarantined or are in isolation due to COVID-19 and are unable to secure housing at this time, please notify the Shelby County Health Department by calling 901-222-MASK (which is 901-222-6275) or by faxing the information to 901-222-8249. Temporary housing support may be available.
- If you are behind on your rent or utilities, you may be eligible for relief for up to 12 months of your payments, made directly to your landlord or MLGW.
- Eligibility is determined by income, and residents must also be able to demonstrate that they had an income loss due to COVID-19.
- Legal assistance may be available for eviction/FED cases in court.
- To apply, visit www.shelbycountyttn.gov/247/Community-Services-Agency or www.home901.org/covid-resources or text "home901" or "casa" to 21000.

COVID-19 Asistencia Urgente para pagar su renta o servicios públicos (Emergency Rent Assistance).

- Si usted o una persona en su hogar está en cuarentena o aislado debido a COVID-19 y no sea posible obtener una vivienda en este momento, por favor notifica al Departamento de Salud de Shelby County por llamada a 901-222-MASK (901-222-6275) o por fax a 901-222-8249. Asistencia temporal de vivienda puede ser disponible.
- Si debe en alquiler o servicios públicos, puede ser elegible para asistencia de emergencia hasta 12 meses de pagos, pagado directamente a su dueño o MLGW.
- Elegibilidad esta basada en sus ingresos, y es necesario demostrar que haya perdido ingresos debido a COVID-19.
- Asistencia legal puede ser disponible por desalojos/FED en la corte
- Para solicitar, visita a www.shelbycountyttn.gov/247/Community-Services-Agency o www.home901.org/covid-resources or text "home901" or "casa" to 21000

Provided to: _____

Signature

Print Name

Address

By Process Server (Name & Phone Number): _____

Date: _____