

THE FOLLOWING IS NOT INTENDED AS LEGAL ADVICE. THIS IS SIMPLY A LIST OF COMMON ISSUES WHICH ARISE DURING THE COURSE OF LANDLORD AND TENANT RELATIONSHIPS IN THE COUNTIES WHICH ARE GOVERNED BY THE UNIFORM LANDLORD AND TENANT ACT. READERS ARE URGED TO CONSULT WITH AN ATTORNEY BEFORE APPLYING THE FOLLOWING TO ANY SPECIFIC MATTER.

1. Do not allow a tenant to take possession of your property without first having them execute a written lease agreement.
 2. Do not download your lease agreement from the internet.
 3. Do not forget to sign the lease agreement.
 4. Do not execute a lease agreement that does not have a waiver of notice clause.
 5. Do not execute a lease agreement in which does not identify the institution in which your tenant's security deposit is being held (including address).
 6. Do not execute a lease agreement which does not have an attorney's fees clause.
 7. Do not execute a lease agreement which does not advise the tenant that you are not responsible for, and will not provide, fire and casualty insurance for the tenant's personal property.
 8. Do not commingle your tenant's security deposit with your money. Keep all security deposits in a specially designated bank account.
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9. Do not ever willfully diminish services by interrupting essential services (utilities) to your property while the tenant is in possession. Exception: If your lease agreement requires that the tenant have utility services placed in the tenant's name and the tenant fails to do so within ten (10) days of occupying the property, you may have the utility services terminated if the existing utility service is in your name and you exercise your right to terminate within forty-five (45) days of occupancy by your tenant.

10. Do not ever assume that your tenant has abandoned your property. The Tennessee Landlord And Tenant Act sets forth the factual circumstances which are deemed to be prima facie evidence of abandonment.

11. If your tenant abandons your property do not ever assume that you have the right to immediately re-enter.

12. If your tenant abandons your property do not immediately begin to repair any damages to the property if you intend to bring a lawsuit to recover the costs of such repairs or intend to apply your security deposit against the cost of such repairs.

13. Do not ever accept or convey notice of any kind except in writing. This is especially true when your tenant surrenders his or her right to possession of the property.

14. Your tenant does not have the right to withhold consent for you to enter the property in order to inspect the property, make necessary or agreed repairs, supply necessary or agreed services, or exhibit the property to prospective or actual purchasers, tenants, mortgagees, workers or contractors. However, do not enter the property without your tenant's permission unless it is 1) an emergency; 2) the tenant has abandoned or surrendered the property; 3) the tenant is deceased, incapacitated or incarcerated; or, 4) you have obtained a court order.

15. Do not evict your tenant from your property in the city without first notifying the city that you are carrying out the eviction and otherwise complying with the city's Eviction Set Out Ordinance No. 5091.