

NEW TENANT APPLICATION

Name _____ S.S.# _____

Present Address _____

Years There _____ Reason for Moving _____ Your Tel # _____

Present Landlord _____ Address _____

Current Rent \$ _____ Landlord's Telephone# _____

Previous Address _____ Dates of Residence _____

Nearest Relative not Living With You _____ Address _____ Tel _____

Driver's License State /No. _____

FINANCIAL INFORMATION

Employer Name _____

Address _____ Telephone # _____

Type of Business _____ Current Position _____

Income \$ _____ wk/mo/yr Start Date _____

Supervisor's Name _____

Supervisor's Title _____ Tel # _____

Previous Employer _____ Address _____

Type of Business & Position _____

Income \$ _____ wk/mo/yr Dates of Employment _____

Supervisor's Name _____ Tel # _____

I, _____ give permission to _____ to verify all information contained herein and to perform a credit check or cause a credit check to be performed in connection with my application.

Applicant's Signature _____ Date _____

This application has been provided by **thelandlordcenter.com** and **Gale Joyce, PC**. Use of this form is not legal advice. The user of this form is wholly liable for its use or misuse.

EMPLOYMENT VERIFICATION

Date:

Company Name

Company Address

Company Address

Att: Human Resources

To Whom it May Concern:

I, _____, hereby give my permission to
to verify the following information concerning my employment:

Date of Hire: _____

Position Held: _____

Salary: _____

Please complete this form and execute below.

Thank you,

Tenant Signature

Name and Title of person completing this form. Please print

Signature of person completing this form

Date

Move-In Inspection Report (Condition of Apartment)

Tenants:

Move-In Date: _____ Address: _____

of keys issued: _____ Manager/Owner: _____

Move-In Condition Checklist

AREA	Good	Fair	Poor	Comments
Living Room				
Walls (paint, holes)	_____	_____	_____	_____
Floor, carpet	_____	_____	_____	_____
Ceiling (lights, bulbs)	_____	_____	_____	_____
Dining Room				
Walls (paint, holes)	_____	_____	_____	_____
Floor, carpet	_____	_____	_____	_____
Ceiling (lights, bulbs)	_____	_____	_____	_____
Kitchen				
Walls (paint, holes)	_____	_____	_____	_____
Floor, carpet	_____	_____	_____	_____
Ceiling (lights, bulbs)	_____	_____	_____	_____
Cabinets, counter tops	_____	_____	_____	_____
Stove, Oven	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____
Dishwasher	_____	_____	_____	_____
Hall/Closets				
Floor, carpet	_____	_____	_____	_____
Ceiling (light, bulbs)	_____	_____	_____	_____
Doors & shelves	_____	_____	_____	_____
Bedrooms				
Walls (paint, holes)	_____	_____	_____	_____
Floor, carpet	_____	_____	_____	_____
Ceiling (lights, bulbs)	_____	_____	_____	_____

Bathrooms

Walls (paint, holes)	_____	_____	_____	_____
Floor, carpet	_____	_____	_____	_____
Ceiling (lights, bulb)	_____	_____	_____	_____
Toilet	_____	_____	_____	_____
Sink, Faucets	_____	_____	_____	_____
Tub & Shower	_____	_____	_____	_____
Towel Racks	_____	_____	_____	_____
Medicine Cabinet	_____	_____	_____	_____

Other

Furnishings	_____	_____	_____	_____
Drapes & Blinds	_____	_____	_____	_____
Windows & Locks	_____	_____	_____	_____
Doors & Locks	_____	_____	_____	_____
Screens	_____	_____	_____	_____
Outside Entrances	_____	_____	_____	_____
Air Conditioner	_____	_____	_____	_____
Smoke Detectors	_____	_____	_____	_____
Fire Extinguishers	_____	_____	_____	_____

Manager/Owner Signature _____
Date _____

Tenant (s) Signature (s) _____
Date _____

Tenant (s) Signature (s) _____
Date _____

NEW TENANTS...SCREEN, SCREEN, SCREEN

Litigation is usually unpleasant but suing one of your tenants can also be expensive since the tenant will be living in your property until the lawsuit is resolved. While there is no way to completely insure that you will never be faced with this problem, there are a few things you can do to minimize your risk.

1. You should have as much information about a prospective tenant as is legally allowable. Each adult member of the household should be required to complete an application which includes social security number and employment information. There is an application on the reverse that you may find helpful. Insist that all information be supplied
2. Verify employment information. The best way to do this is to request copies of recent pay stubs. Get permission to call the applicant's job to verify that they are still employed.
3. Get permission to do a credit check and DO IT. Credit reports will give you an invaluable look at the financial ability and responsibility of your prospective tenant. If you discover derogatory information and are still thinking about approving the new tenant, make sure that the report is explained to your satisfaction. You can and should require that applicants pay for their own reports. They are around \$35.00 and applicants who are serious will not object.

NO LEASE IS REQUIRED IF BUILDING HAS LESS THAN 6 APARTMENTS

If you are a landlord of residential property with less than six apartments, you do not have to offer prospective tenants a lease or renew those of tenants who already live in your building. Over the 20+ years that I have been involved in this field, I cannot remember a single time that a lease worked to protect a landlord in a residential setting. If you have a good tenant, you want to keep them. If you have a bad tenant, you don't. This is true whether there is a lease in effect or not and is probably one of the most key factors in managing a small property.

Generally, a lease outlines the duration of a tenant's occupancy, the amount of rent due each month that the lease is in effect and the rules that both parties must observe for the duration of the tenancy. This means that the tenant has the right to remain at the property for the length of the lease as long as s/he abides by the terms of the lease. If those terms are broken to the extent that you wish to have the tenant removed you will have to go to court and it will be your burden to prove that the breach has occurred. If you are successful, the tenant will usually have an opportunity to cure the behavior before you will be allowed to evict.

On the other hand, if there is no lease and you wish to evict a tenant, you can. As long as your basis for eviction is not an illegal one such as discrimination, there are no defenses to this kind of action and you can be sure of an outcome in your favor.

BEFORE YOUR NEW TENANT MOVES IN

After you have settled on a new tenant there is still some work to be done.

1. Take several pictures of each room in the apartment. Have a stamp made at a local office supply store that says:

“This picture accurately represents the true condition of _____
on _____. By _____”

Fill in the address and date and have the tenant sign each photograph. These pictures will serve as proof of the condition of the apartment if litigation ever becomes necessary and will let your tenant know that you are serious about maintaining your property. Needless to say, make sure the apartment is in good shape and that all utilities are in working order.

2. Get the first month's rent and security deposit in the form of a certified check or money order. Do not accept personal checks at this critical point.
3. If the tenant pays ongoing rent with a personal check make a photocopy of at least one before you cash it. If bank information changes, make a copy of one check for any new account.

Good luck with your new tenant. If you do have a problem, feel free to call or e-mail my office for a free consultation.

The information you obtain in this newsletter is not, nor is it intended to be, legal advice. You should consult an attorney for individual advice regarding your own situation.

Gale Joyce, P.C.
Attorney at Law

