
*Guide to
Off-
Campus
Living
2014*



Guide to Off-Campus Living

2014-2015

This is a general guide provided by the Residence Life Office to help in the exploration of living off campus while at Rhodes. There are many benefits of living off campus in the Memphis Community. Students enjoy the different environments and opportunities to integrate themselves into the City of Memphis. Many liked the sense of responsibilities and the ability to have a break from campus/school, being able to have a pet, and their own yard.

Other students report feeling disconnected from friends and activities, feeling unsafe, or not wanting to deal with landlord/repair technicians when something goes wrong. It is best to explore whether living off campus is the best choice for you and your college career. Hopefully this guide will be helpful in that process.

Students should be mindful of security measures (deadbolts, window locks, outside lighting, security systems) and fire safety precautions (smoke detectors, fire extinguishers) before signing a lease.

Disclaimer: This guide is intended for general informational purposes only. The Residence Life Office does not recommend or endorse any landlords, tenants, or rental facilities in any way. Students are strongly encouraged to use due diligence and to obtain references and other information regarding listings and facilities. The Residence Life Office assumes no responsibility for information obtained from this guide or any incidents that may arise from the use of information posted herein.

However, nothing within this guide should be taken as legal advice. Read carefully, seek assistance, and keep good records.

THINKING OF LIVING OFF-CAMPUS?

from collegeboard.com

Look Before You Lease

Getting an off campus apartment is an appealing option for many college students. However, living outside of the university system has its advantages and disadvantages, freedoms and responsibilities. It's important to get all the facts before you sign that first lease.

Living Off Campus: Pros and Cons

The first thing to do before deciding to live off campus is to consider how you live and study. Apartment or house living will involve some trade-offs. For example, the money you save by sharing an apartment might be balanced out by the extra money you spend commuting to campus. Here are some things to consider:

Pros

- Living off campus can be cheaper than university housing.
- You'll probably have more independence, freedom, privacy, and space.
- Private apartments are usually quieter and have fewer distractions, and therefore, are better for studying.
- Having a rental history will make it easier to get a place after you graduate. Plus, you'll have real world experience.
- You can make your own meals.

- No more shared bathrooms (or at least not shared by as many).

Cons

- Living off campus can actually be more expensive. You've got the security deposit, first and last month's rent, utilities, furniture, furnishings, appliances, cleaning supplies, groceries, and transportation.
- You're on your own for Internet and cable TV connections.
- You'll have chores: renters usually spend more time grocery shopping, preparing meals, cleaning, and commuting than dorm dwellers.
- You may be more isolated from campus and other students.
- You'll probably have more responsibilities and liabilities.
- For year-long leases, you may need to find someone to sublet your place during the summer.

Think about what's important to you and put together your own pros and cons list. You might also want to do a side-by-side comparison of all of the expenses involved with living on vs. off campus.

Hunting for Housing

Finding housing that matches your needs will require much patience and persistence. The good news is that you have plenty of resources at your fingertips to help you search.

Where to Find Listings

- **Your College's Housing Office:** Go to your college's housing office where you can get housing, landlord, management company, and roommate listings. Most housing offices do not inspect the housing options they list—that is the responsibility of the potential tenants. The office could also give you advice about topics such as: the best time to conduct your search, what to do if you encounter discrimination in your housing search, and how to resolve differences with your landlord or fellow tenants.
- **Real Estate Agents:** If you don't have the time to seek out and deal with landlords directly, a real estate agent can be a real convenience. Be aware that the fees can be considerable (a month's rent or more).
- **Search the Web:** Use a search engine to find online real estate listings in the vicinity of your college.
- **Neighborhood Listings:** Students or landlords will often put signs in the neighborhoods surrounding campus. Also check local newspapers, bulletin boards, and apartment guides.

Search Tips

- Expect plenty of competition for choice apartments before the semester begins. The better prepared you are, the better your chances of landing the apartment you want.
- Start your search as early as possible—up to four weeks before the start of the semester. While you're looking, consider staying with friends or family, or in a hotel or short-term residence.
- Be prepared to put a deposit down on the spot (make sure to get a receipt).
- You and your guarantor should be ready to provide the following documentation: last year's tax return, recent pay stubs, personal and business references, contact information for previous landlords, and photo identification.

ROOMMATES: POSITIVES & NEGATIVES

Trying to decide whether to live alone, live with friends, or live with new people? You should have open discussions with anyone with whom you are interested in living. It is better to get any concerns out in the open before a lease is signed or an agreement is made.

A roommate relationship is more than a living arrangement. Roommates can have emotional as well as financial effects on each other's lives. There are many laws to define the tenant-landlord relationship, but none deal specifically with roommate relationships. (Though it is possible under some circumstances for one roommate to be the landlord of the other(s).)

It's important to choose a roommate wisely and to communicate, so you can work out any problems that might occur. If you arrange to share an apartment with a roommate you don't know, you might ask the landlord to let you sign separate leases so each of you are responsible only for your share of rent and any damages you cause.

Also beware, your best friend may not be the best choice for a roommate. Living together could strain your friendship if you find you disagree about cleaning, parties, paying bills, or other issues that arise in a shared apartment. Negotiating a compromise, subletting, or sticking it out can become very difficult.

There are many pros and cons to both living with a roommate and by yourself. Living by yourself will give you the chance to enjoy solitude and release the potential burdens of living with others. Living with others may help you save money by sharing expenses, such as rent, utilities, and telephone.

QUESTIONS TO ASK A POTENTIAL ROOMMATE

- What is your class schedule?
- What are your study habits?
- What are your eating habits?
- What do you expect for housekeeping/ cleanliness?
- Are overnight guests okay?
- Are you okay with borrowing/sharing items? Which ones?
- Are you okay with smoking inside/outside? Are parties acceptable? When? How late?
- How will you handle paying bills?
- Are pets acceptable? What type? How many?
- How much study time do you need?
- What level of quiet do you like during study hours?
- What type of eating arrangements do you prefer (cooking at home, eating out)?
- Is cooking smelly foods a problem?
- Is use of alcohol in apartment okay? When?
- Is coming home drunk okay? When?
- Do you use drugs?
- How do you plan handle roommate confrontations?

- What is your expected level of privacy? (entering rooms, sharing rooms)
- Does the person with the bigger room need to compensate the others?
- Are you comfortable lending money?
- What are your usual desired bedtimes/wake-up times?
- While sleeping, what is your desired level of noise? Radio/TV on?

PREVENTING PROBLEMS

You and your roommate should discuss creating a roommate agreement or contract and determine your expectations before committing to living together. Here are suggestions of what to discuss with prospective roommates before you sign a lease:

- Cleaning: How often should the place be cleaned and how will the work be shared?
- Privacy: How much privacy does everyone want and where do they get it?
- Guests: Will overnight guests be allowed? When and how often can guests visit?
- Parties: Agree on how often, how many people and how late can parties run?
- Shared personal belongings: Will food, clothing, CD's, toothpaste and other belongings be shared?
- Bills: How will bills be divided among roommates and who will be responsible for payment?

SOLVING MINOR PROBLEMS

Common problems are personality and lifestyle clashes. The best way to deal with these is to negotiate one on one with your roommate. Identify the problems, what causes them, and what each roommate can do to solve them. Put any agreement you reach in writing and post it prominently-such as on the refrigerator. If necessary, seek mediation.

Another solution is subletting, which is when you move out and find someone else to live in the apartment and pay your lease. But subletting can be difficult, especially if roommates won't cooperate in finding a sub lessee. In addition you usually need the landlord's permission to sublet your apartment or house.

SOLVING SERIOUS PROBLEMS

Serious roommate problems are those that threaten your health, safety or substantially deprive you of full use of your apartment. The first step to solving such problems is to ask roommates to stop the problem behavior.

Offer to negotiate and work out a solution. If they ignore you or negotiation does not work, take a more formal approach:

- Document the problem.
- Keep a complete record of roommate conflicts in your rental log.
- Include specific dates and notes on what was said or what happened.
- Use friends as witnesses.
- An important step is to write a letter to your roommate. It should be an account of problems that have occurred and steps you have taken to resolve them. Demand an end to unacceptable behavior and threaten further action if such behavior continues. Present the letter in person and keep a copy. Writing a

letter to someone you live with may seem ridiculously formal or embarrassing, but it may be the best way to communicate your viewpoint.

LEASES

A lease is a type of rental agreement between the landlord and tenant. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. Leases are binding contracts and are difficult to break once signed. You should understand and be comfortable with all provisions of a lease before signing.

A lease must be in writing to be valid; this is preferable because it gives both tenant and landlord a permanent record of their agreement. A written lease fixes all terms of the agreement so that no changes can be made for a given period of time. All obligations are set out clearly. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree and tenants may not be evicted unless they violate a term of the lease.

The disadvantage is that if a tenant has to move before the end of the period, he/she may be liable for the entire period. Be sure to read the lease carefully before you sign. Whether you have a lease or month-to-month rental agreement, when you plan to move out, you must give written notice, usually at least 30 days before the agreement end.

MONTH-TO-MONTH RENTAL AGREEMENTS

A month-to-month agreement is for an indefinite period of time, with rent usually payable on a monthly basis. The agreement itself can be written or oral, but if any type of fee or refundable deposit is being paid, the agreement must be in writing. A month-to-month agreement continues until either the landlord or tenant gives proper notice to end it. The rent can be raised or the rules changed at any time, provided the landlord gives the tenant proper notice.

Written monthly agreements contain the amount of rent and any rules and regulations, and make clear the rules which a tenant must follow. It is also a good way to help avoid disagreements and misunderstandings on landlord or tenant promises. The disadvantage is that the landlord can raise your rent, terminate your tenancy or change any of its terms with a written notice delivered to you at least 30 days before your next periodic rental date. The tenant can terminate this type of agreement the same way.

Oral agreements have the advantage of being less formal than a written agreement. Unless the agreement is for a certain term (three months, six months, etc.) it is considered a month-to-month agreement, and you can move out with proper notice.

The disadvantage of oral agreements is the lack of clarity. If you end up in court, it is your word against theirs. If your agreement is a month-to-month agreement, the landlord can raise your rent or evict you with proper notice (30 days on or before periodic rental date).

SEPARATE LEASES

Roommates with separate leases have a relationship comparable to that of tenants who live in separate apartments in the same building. The landlord is directly responsible for resolving some serious problems between roommates with separate leases, either by working with the roommates or serving an eviction notice to any roommate who violates the lease. Since the other roommates have separate leases, they do not need to worry about being evicted with the roommate who violates the lease or being required to make up the departed roommate's rent payments.

You should still document serious problems by writing letters to both the roommate and landlord requesting they take steps to solve the problem.

JOINT AND SEVERAL LIABILITY

Under most leases, roommates are jointly and severally liable for the lease. This means any one roommate can be held responsible for the actions of any or all other roommates. Any or all roommates can be sued for the damage done by one roommate. And all roommates can be evicted if one roommate fails to pay the rent. Before you sign a lease, make sure potential roommates are responsible and able to pay their share of rent and other expenses. To protect themselves, roommates should make some sort of written contract between themselves to determine what will happen if one roommate decides to leave.

PRE-LEASE AGREEMENTS

In order to hold a space for you in their apartment complexes, many landlords will ask you to sign a "pre-lease agreement." We do not recommend entering into this type of agreement with a landlord. You might find yourself bound by contract to a lease before you are really ready to commit.

LEASING SIGHT UNSEEN

Some apartment complexes have model apartments for prospective tenants to look through. You should always ask to see the actual unit you will be renting. If you are not able to see it for some reason, ask the landlord to add the following addendum to the lease and sign it:

"Tenant has not had the opportunity to inspect the unit covered by this lease. Landlord warrants that the unit to be occupied by tenant will be in good, habitable condition and will conform to any model unit shown to Tenant in all material respects except as agreed. If the unit is not in good condition or does not conform to the model unit in some material respect, except as agreed to, tenant may give written notice to Landlord that unless the deficiency is corrected within a specified reasonable time, the lease will be void. If Landlord fails to correct the deficiency within the specified reasonable time, Tenant has no further obligations under the lease and the Landlord must return all monies previously paid to him by Tenant regardless of how denominated."

This will give you protection in case the unit you are given is substandard or not as represented. If the landlord refuses to add this to the lease, think twice before signing it.

YOUR LEASE SHOULD...

Your lease should state the beginning and ending date of the lease. Be sure that it also includes the amount and type of deposit. A security deposit is money given to assure performance of the rental agreement; it can be

applied to rent, pets, or damages and CANNOT have a value greater than one and one-half times the monthly rent.

Check to see that the names of the owner, manager or person authorized to receive notices is listed on the lease. The rules for behavior may be on the lease or they may be on a separate document that should be provided for you- remember you can be evicted if you do not abide by the landlord's rules. Make sure you ask questions to be sure that you understand what you are accepting. Responsibility for the payment of utilities needs to be specified on the lease. Is it you or the landlord?

Look to see that the lease agrees with the Tennessee State Uniform Residential Landlord and Tenant Act. <http://tn.gov/consumer/documents/UniformResidentialLandlordandTenantAct7.12.12.pdf> No rental agreement may contain any provisions in which the tenant agrees to waive or forgo any right or remedy under this act.

BEFORE YOU SIGN THE LEASE

Landlords usually ask for a security deposit at the time the lease is signed. You may be asked to pay the last month's rent, as well. Regardless of what it is called in the lease or rental agreement, any sum you pay the landlord to hold as security for damages to the premises or unpaid rent is considered "security." The money collected may be refundable or nonrefundable.

If a refundable deposit is being charged, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back.
- The tenant must be given a written receipt for each deposit.
- A checklist or statement describing the condition of the rental unit must be filled out. Landlord and tenant must sign it, and the tenant must be given a signed copy.
- The deposit must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord.

Nonrefundable fees will not be returned to the tenant under any circumstances.

DEPOSITS

1. Cleaning and redecorating charges are not considered part of the security deposit. However, if those charges are to be nonrefundable, the landlord must state that fact in writing. If it is not in writing, these charges cannot automatically be withheld when you move out.

Example: Your lease specifies a security deposit and a cleaning deposit. However, the lease does not say that the cleaning deposit is "nonrefundable." When you move out, you clean the place thoroughly, but the landlord does not return the cleaning deposit. In order to legally withhold the cleaning deposit in this situation, the landlord must treat it as any other security deposit and give you a written, itemized statement of the amount spent for cleaning your former residence.

2. Make sure the charges you pay at the beginning of your tenancy are clearly explained in your lease or rental agreement.

Example: Your lease specifies a security deposit of \$350, which is equal to a month's rent. When you sign the lease, the apartment manager tells you that you can use the security deposit in lieu of your last month's rent. However, the written lease says nothing about this arrangement. In this case, insist that the lease be changed to reflect this agreement. If you do not, and you later get into a dispute about this provision, the written lease provision will probably determine the outcome.

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. These include:

- A provision which waives any right given to tenants by the Landlord Tenant Act.
- A provision that tenants give up their right to defend themselves in court against a landlord's accusations.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

Always make sure you understand the legalities and circumstances surrounding your lease or rental agreement. If you find any of these provisions in your lease agreement, **DO NOT SIGN THE LEASE!**

For more information on Landlord-Tenant Issues:

<http://tn.gov/consumer/documents/UniformResidentialLandlordandTenantAct7.12.12.pdf>

NON-LEGAL PROVISIONS

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RESIDENTIAL DWELLING SAFETY

<http://www.memphistn.gov/Government/PublicWorks/CodeEnforcement.aspx>

APARTMENT AND HOME SECURITY

Life in a house or apartment includes taking personal responsibility for one's safety and well-being. This includes everything from understanding the appliances and heating system, and how to shut them off if they malfunction, to locking your doors and windows. You are entitled to locks that work and need to contact your landlord immediately to repair broken locks.

There are other things you can do to protect yourself, your home, and your possessions. Make sure smoke detectors are properly installed and functioning at all times. If you have sliding doors or windows you might choose to have lengths of wood made to lay in the tracks of the doors/ windows to keep them from being opened. There are other commercial devices to provide extra security or warnings if your home is being entered. Check with your landlord before doing anything that would be permanently installed in the house or apartment.

Security of the apartment building you live in is only as effective as you make it. Don't leave it all to the management and the police. By following these suggestions, you can make your building a safer place in which to live.

- Unknown or suspicious persons seeking entrance to the building should be referred to the management.
- Notify the management when your apartment will be vacant.
- Make arrangements with a neighbor or the management to receive deliveries.
- DO NOT identify yourself on the mailbox as a female living alone.
- Ask to install a wide-angle door viewer.
- Do not expose yourself to unnecessary risk by opening the door to strangers.
- Secure sliding balcony doors with a charlie bar or place a length of wood in the bottom track, making sure it fits snugly.
- When in the elevator, stand near the floor button panel. In a difficult situation, push as many buttons as possible, particularly the Emergency button.
- Do not enter an elevator if you are suspicious of the occupant(s); wait for the next one.
- Be alert to vehicles or persons following you into the garage or parking lot.
- Drive out of the area if you encounter suspicious circumstances and report them immediately to the management or the police.
- Lock your vehicle; and remove high value items.

For more information contact the Memphis Police Department at 901-545-2677.

BEFORE YOU MOVE IN

You may legally be held responsible for any damage you, your roommates, and guests do to the premises while you live there. However, you are not responsible for normal "wear and tear." To protect yourself, insist that the landlord inspect the premises with you before you move in.

Write down any damage or problems on a sheet of paper that both you and the landlord sign, along with an acknowledgment that these damages or problems existed before you moved in and you are not responsible for them. If the premises aren't clean when you move in, and you have to clean them, ask the landlord to make an adjustment to your first month's rent, change the lease to indicate that you do not have to clean before you move out, or give you some other concession for having to take possession of a dirty residence.

Remember, by not cleaning the premises before you moved in, the landlord has saved money or time or both. Keep a copy of the move-in inspection.

MOVING IN COSTS AND BUDGETS

The first month will be the most expensive. Take time to estimate your budget before you move, making special considerations for the first month.

Your costs will be less if you have a roommate to share expenses with! Be sure to include the following when working on your budget for that first month:

- rent (some landlords may require first and last month's rent)
- security deposit
- cable hook-up and first month of service
- electricity deposit
- moving service or truck rental
- boxes and other moving supplies
- telephone hook-up & long distance deposit
- food and supplies (condiments, cleaning, etc.)
- entertainment
- tuition and fees
- car insurance and fuel (if applicable)
- books and supplies
- other bills (credit cards, loans, etc.)

Don't forget to create a budget for after you have moved in!

RENTER'S INSURANCE

When you rent a house or apartment, it is wise to and inexpensive to insure your personal belongings. Most people are not covered by their landlord's insurance so it is in your best interest to invest in your own.

If your parents claim you as a dependent, first check to see if you might be covered under their policy. Usually, students are covered up to ten percent of their parents' insurance.

Renter's Insurance Policies Typically Cover:

- Direct loss to personal property.
- Additional living expense and liability claims.

- The limit for additional living expense is usually 20% of the coverage. Personal or comprehensive liability covers premises and medical payments depending upon policy limits.

Who Should Have It?

Anyone who rents and is not covered by a parent's policy. Under most circumstances the landlord's policy will not pay for losses to tenants' personal property or damages caused by the tenant. Property losses are usually unexpected. Insurance is a means of protection in case such losses should occur.

What is Normally Covered:

Fire, lightning, windstorm, hail, explosion, vehicles, sudden or accidental damage from smoke, and theft. But discuss the specifics with your insurance agent to understand your own policy.

How Do I Know What Policy is Best For Me:

It is highly recommended to take a household inventory to determine the amount of coverage needed. Most insurance companies have household inventory sheets available to aid in calculating how much coverage is needed.

How to File a Claim:

To make a claim for a theft contact your insurance company for forms and instruction must be accompanied by a police report. It is also a good idea to have a list or pictures of belongings.

UTILITY ESTIMATES

To estimate utilities for an apartment or any residence, you may want to contact the customer service department and give them the address. They will be able to give you the average cost for the unit over a twelve month period, plus the lowest and highest bills.

Some apartment complexes use private billing services to bill for electricity. Ask the manager for the average cost per unit; if possible it is a good idea to verify these costs with a current tenant. To estimate your costs or to activate your utilities and services once you've moved in contact:

Memphis has collective utilities. Speak with your landlord/apartment leasing office about transitioning the account to your name. Also confirm what they will be paying and what you are responsible for paying. Some landlords pay water and trash while others all utilities and include the cost in the rent. If you are living with roommates, agree before you move into together who is responsible for paying what and how you are to pay for shared expenses. Do not let your credit rating be damage because of a roommate who did not pay their share of the utilities.

<http://www.mlgw.com/residential/requestservice>

Since Memphis is a large metropolitan area, it is served by all of the major cable/satellite companies. Most you can set up on line. Be sure to talk with roommates about which cable package and what each person is willing to pay. Don't set up premium channels unless everyone agrees to pay.

www.comcast.com

www.dish.com

www.directtv.com

www.att.com/U-verse

INVENTORY VALUABLES

Keep an updated inventory of your valuables by writing down serial numbers with descriptions of each item. Photographs should be taken of everything, but especially items that cannot be marked.

Keep a list of your valuables in a safe deposit box or another secure place. You can also give a list to your insurance agent.

RENTAL RECORDS

Lack of knowledge regarding leases or other rental agreements can cause a variety of problems. By keeping records of rental repair requests, security deposit disputes, and other important issues related to rental agreements, you can alleviate many of these types of problems. The most frustrating problems occur when tenants cannot document their grievances. To prevent this, start a rental file as soon as you sign the lease and add to it throughout your lease term. A rental file is easy to keep, considering the money you may recover through rental modification or qualifying for full return on your security deposit. If a rental problem arises, it is easier to negotiate a solution with the landlord when you have written records that show the extent of the problem, what you asked the landlord to do about it and how the landlord responded.

YOUR RENTAL FILE SHOULD HOLD:

- Lease and all other related paperwork: Keep a copy of everything you signed.
- A rental log: Use a simple notebook to write all dates and times you contacted or tried to contact your landlord; make a note of any discussion. Logs are a useful permanent record of how the landlord did or did not respond to problems.
- Check-in and Check-out Checklist: This is proof of the condition of the apartment when you move in and out. Keep copies and send the originals to the landlord by certified mail with return receipt.
- Letters to or from the landlord: Make any complaints or serious communications in writing and keep copies on file. All verbal requests should be followed up in writing with copies in your file. -Reports: Keep copies of building inspection reports, police reports and reports from other government agencies.
- Photographs: Photos may be the evidence you need to document a repair or security and always have it signed by a witness.

BEFORE YOU MOVE OUT

Ask the landlord to inspect the premises after you have cleaned and moved out your belongings. During the inspection, write down all of the damages that you will be held responsible for and the additional cleaning the landlord wants you to do, if any.

If you dispute any of the damage items, discuss it with the landlord at that time. Be sure to have the inventory checklist you used when you moved in with you to resolve any disputes about damage that was done before you moved in. By completing an inspection prior to moving out, you should be able to rectify some of the problems that may cause you to lose your security deposit. If you and the landlord can agree on the damaged and cleaning items, sign the list and get the landlord to do the same, indicating which items you will repair or clean before turning the premises back over to the landlord.

At the time you turn the keys over to the landlord, give him or her a letter asking for the return of your security deposit within 14 days and give an address where it can be mailed or delivered.

AFTER YOU MOVE OUT

Under Tennessee State law, your landlord has 14 days (excluding weekends and holidays) after the tenancy terminates and you "deliver possession" of the premises, to do one of two things:

1. Return your security deposit in full; or
2. Deliver to you an itemized written notice of the damages or unpaid rent to which the deposit has been applied, along with any remaining amount of the security deposit.

If the landlord does not comply with these requirements, you may file a lawsuit in Small Claims Court and recover the amount of the deposit wrongfully withheld plus up to twice the amount wrongfully withheld monies. (If you have caused damage to the premises or have not paid all the rent due, the landlord can still hold you responsible by filing a counter-suit against you for the cost of repairs, unpaid rent, and other damages.)

If you have not received your security deposit or an itemized explanation of the items to which it has been applied within 14 days, write the landlord a letter. Explain that you are aware of your rights under Tennessee State's landlord tenant laws and demand the return of your security deposit (or the portion to which you are entitled) within a specified period of time.

Let the landlord know that if your deposit is not returned within that time, you are prepared to file suit in Small Claims Court to enforce your rights. Note that "Delivery of possession" means returning the keys to the landlord and vacating the premises.

Adapted from information found at Washington State University Off Campus Housing Guide.
<https://offcampusliving.wsu.edu/>

BE A GOOD NEIGHBOR!

Neighbors who value and exercise mutual respect and consideration for one another are much more likely to have successful relationships. An integral part of community living is learning to resolve concerns and issues in an appropriate and effective manner.

Dealing with conflict as a student can be challenging, especially when the conflict is with someone living nearby. When trying to address a concern with a neighbor, or resolve a conflict, here are some things to keep in mind:

- Get to know your neighbors. Greetings as simple as a Hi! and a wave can get conversations started. Knowing your neighbors will help you anticipate each other's needs and encourage cooperative behaviors.
- Be respectful of others' personal belongings and space, and encourage the same respect towards your space and property.
- When a conflict arises, talk with the other party regarding your concerns. Chances are they may not even know their behaviors are affecting you.
- Try not to procrastinate from resolving the problem. Avoiding conflicts usually means they will escalate and become more difficult to address later.
- Find a time and place when and where you will both be able to comfortably and openly discuss your concerns.
- Become familiar with local ordinances and be sure that you and your roommates are in compliance.
- If you are uncomfortable speaking with your neighbor regarding a conflict, contact someone neutral who can assist you in your approach, or help you think through your options.

From the University of Arkansas' Division of Student Affairs

MEMPHIS CITY CODES

From www.cityofmemphis.org/framework.aspx?page=319

Sec. 48-10 - Responsibilities of Occupants

(a) *Generally*. Occupants of dwellings, multifamily dwellings, dwelling units, buildings, structures, and premises shall be responsible for maintenance thereof as provided in this section.

(b) *Cleanliness*. Every occupant of a building, structure, and premises shall keep that part which he occupies, controls, or uses, in a clean and sanitary condition.

(c) *Rubbish disposal*. Every occupant of a building, structure, or premises shall dispose of all his rubbish in a clean and sanitary manner by placing it in the rubbish containers required by section 48-131.

(d) *Garbage disposal*. Every occupant of a building, structure or premises shall dispose of his garbage in a clean and sanitary manner by placing it in the garbage disposal facilities, or if such facilities are not available, by removing all non-burnable matter and securely wrapping such garbage and placing it in tight metal garbage containers as required by section 48-132, or by such other disposal method as may be required by applicable laws or ordinances of the city.

(e) *Plumbing facilities*. Every occupant of a building, structure or premises shall keep the supplied plumbing fixtures therein clean and sanitary and shall be responsible for the exercise of reasonable care in their proper use and operation. Every plumbing fixture furnished by the occupant of a building, structure or premises shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions. (Ord. No. 4232, 1-4-94)

Sec. 9-68: Noise Control

Sec. 9-68-1 Loud, disturbing and unnecessary noises generally.

The creating of any unreasonably loud, disturbing and unnecessary noise within the limits of the city is prohibited. Any noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in disturbance of the public peace and welfare is prohibited. (Code 1985 § 22-1; Code 1967 § 24-1)

Sec. 9-68-2 Excessive noise near school, church, court or hospital.

The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same are in session, or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof is prohibited. (Code 1985 § 22-2; Code 1967 § 24-2)

Sec. 9-68-3 Creation of noise to attract attention to performance, show or sale.

The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show or sale or display of merchandise is prohibited. (Code 1985 § 22-3; Code 1967 § 24-3)

Sec. 9-68-4 Playing of radios and phonographs.

A. The playing of any radio, phonograph, or any musical instrument or sound device, including, but not limited to, loudspeakers or other devices for reproduction or amplification of sound, either independently or in connection with motion pictures, radio or television, in such manner or with such volume, particularly during the hours between eleven p.m. and seven a.m., as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital or in any dwelling, hotel or other type of residence, or of any person in the vicinity is prohibited.

B. The use of playing of any radio or receiving device, at any time, on a public transportation bus or vehicle, which will interfere with, annoy, or disturb the quiet and comfort of any passenger, driver, or the use of any communications facilities installed in the bus or vehicle, unless such instrument is used with, or controlled by, an ear plug so as to make the sound audible only to the individual user, is prohibited. (Code 1985 § 22-4; Ord. 1189 § 1, 2-8-72; Code 1967 § 24-4)

Sec. 9-68-5 Yelling, shouting and singing.

Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of eleven p.m. and seven a.m. or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any hospital, dwelling, hotel or any other type of residence or of any persons in the vicinity is prohibited. (Code 1985 § 22-5; Code 1967 § 24-5)

Sec. 9-68-7 Noisy animals and fowl.

The keeping of any animal, bird or fowl which, by causing frequent or long continued noise, shall disturb the comfort or repose of any person in the vicinity is prohibited. (Code 1985 § 22-7; Code 1967 § 24-7)

ADVICE FROM CURRENT STUDENTS:

- Honestly, I wish I had talked to my roommates about their AC/Heat habits. Its sounds stupid but if people like a colder house then it's a utility bill issue that affects all the residents. Also, know your roommates feelings about pets - that can cause a huge issue!
- How important a landlord is in your experience. Read through your lease carefully and feel free to change a few things, stay organized with bills/ make an excel sheet for you and your roommates payments in case you need it for future reference
- Make sure you budget for the little things like kitchen stuff and pest control.
- **READ YOUR LEASE AGREEMENT THOROUGHLY.** Sometimes they are literally just printed off the internet.

Houses or Duplexes-Sample of listings.

All houses or duplexes in this listing have been lived in and/or researched by Rhodes College students.

Oftentimes, Rhodes students choose to live in houses so that rent can be split between all occupants. The Residence Life Office encourages students to do their homework and properly research any potential residence, landlord or management company. Better Business Bureau <http://memphis.bbb.org/>

Listings generated from a Properties Survey administered to off campus residents in November 2013.

Address: 14 S McLean Blvd

Rent? 482.5

Utilities? 200

Roommates? 1

What are the positive aspects of the property? Proximity to campus and restaurants

What are the negative aspects? Poor living standards, livable but poor insulation resulting in high MLGW bills, unsafe surrounding neighborhood, unsafe parking with no video cameras

Landlord/Management Company contact information:

Address: 3659 Highland Park Place
Rent? 325 a month
Utilities? ~\$100 a month
Roommates? 3
What are the positive aspects of the property? safety, cost
What are the negative aspects? distance, responsibilities, roommates
Landlord/Management Company contact information: Sheryl Oates

Address: 521 Lundee Street
Rent? \$550 for a 3 bedroom/1bath.
Utilities? \$120 on MLGW. \$15 on internet(AT&T deal).
Roommates? 1
What are the positive aspects of the property? Friendly neighbors. Close community.
What are the negative aspects? While close, it is somewhat inconvenient drive.
Landlord/Management Company contact information: Independent person.

Address: 1579 Galloway Ave APT 2 Memphis TN 38112
Rent? 750
Utilities? 225
Roommates? 2
What are the positive aspects of the property? Dishwasher, Laundry on site, Hardwood floors, FANTASTIC client care
What are the negative aspects? The tub drain was slow and it took a couple of days to hook up the new dishwasher.
Landlord/Management Company contact information:

Address: 1728 Forrest Ave
Rent? \$2575, divided between 5 roommates
Utilities? \$150 on MLGW divided by 5 \$110 on cable/internet divided by 5
Roommates? 5 or more
What are the positive aspects of the property? It's a very large house in a great neighborhood. It is also super close to school; Room to myself with a queen sized bed
What are the negative aspects? It is a very old house so we have had a few complications with plumbing and electricity in the last two years.
Landlord/Management Company contact information: Naylo Properties #615 1910 Madison Ave Memphis, TN 38104

Address: 1734 Forrest Avenue
Rent? \$475 each per month (\$1900 total)
Utilities? Usually around \$50 per month (for both utilities and cable/internet) - it en
Roommates? 3
What are the positive aspects of the property? Large rooms, great landlord/maintenance staff, free yard work, excellent neighbors and neighborhood
What are the negative aspects? We had a lot of issues with a faulty alarm system and a leaking AC unit over the summer, but they were resolved by the landlord free of charge. We haven't had any issues since.
Landlord/Management Company contact information: Naylo Properties Landlord: DJ Naylor nayloproperties@gmail.com (901) 361-0954

Address: 1864 Snowden Ave
Rent? \$950 (\$475 each)
Utilities? 230\$ (about 115\$ each)
Roommates? 1
What are the positive aspects of the property? Close to campus, lots of room, nice kitchen, large bedrooms

What are the negative aspects? Some of the appliances are outdated
Landlord/Management Company contact information: Bill Brode (901) 729-3038

Address: 1907 Snowden Ave.

Rent?

Utilities?

Roommates? 4

What are the positive aspects of the property? Our location is within great walking distance from school.

What are the negative aspects?

Landlord/Management Company contact information:

Address: 1960 N. Parkway, Apt 709

Rent? 960/month 140/month for cable and internet

Utilities? utilities included, but laundry expense is \$3 per load to wash and dry

Roommates? 1

What are the positive aspects of the property? quiet, close to the campus, 24 hour security, covered parking, utilities included

What are the negative aspects? Old building, frequently have problems with the pipes, people are allowed to smoke in building

Landlord/Management Company contact information:

Address: 2080 Jackson Ave

Rent? 1200 divided by three people

Utilities? 150

Roommates? 2

What are the positive aspects of the property? Close to campus, clean, well taken care of

What are the negative aspects? It is on busy street

Landlord/Management Company contact information: Midsouth

Address: 330 N. McLean

Rent? \$480/month

Utilities? anywhere from \$40-80 a month

Roommates? 3

What are the positive aspects of the property?

I love living off campus, having my own bedroom and bathroom. It's nice once you're a Junior I think, a good experience

What are the negative aspects? Things break occasionally

Landlord/Management Company contact information:

Address: 3659 Highland Park Pl Memphis, TN 38111

Rent? \$1295 in total and \$325 apiece.

Utilities? Right at \$75

Roommates? 3

What are the positive aspects of the property? It's really big and cheap!!!! Rent and utilities are always really low.

What are the negative aspects? It's a bit further away from campus but the neighborhood is super safe.

Landlord/Management Company contact information:

Address: 670 North Avalon

Rent? 450

Utilities? \$60-\$70

Roommates? 3

What are the positive aspects of the property? Four Bedrooms, large living room, and secondary study room. Fairly large kitchen, and breakfast nook. Large backyard with fire pit. Friendly neighbors.

What are the negative aspects? Only one bathroom

Landlord/Management Company contact information: Andrew Thibeault (508)361-8614 atboat88@gmail.com

Address: 736 N Trezevant Memphis, TN 38112

Rent? \$1395 for all 4 tenants or \$350 each

Utilities? 1. Utilities average somewhere between \$100-\$300 total 2. Cable is \$68 d

Roommates? 4

What are the positive aspects of the property? 1. Lots of space 2. 2 full baths 3. Woodshop in the back 4. Extremely close to campus. Within moderate walk or short bike ride. The land itself is great, there are several kinds of fruit-bearing trees on the property as well as tomatoes, mints, blueberries, and basil plants. The house's floor plan is set up nicely, with open areas

What are the negative aspects? On a busy street which stays noisy all day and night. Has all of the typical issues that come with an old property. Does not allow pets.

Landlord/Management Company contact information:

Revid Property Management Company 2109 Peabody (901) 725-7766 gpacente@revidrealty.com

Address: 876 University Street

Rent? 412.5

Utilities? 40-50

Roommates? 3

What are the positive aspects of the property? Close to campus, safe, nice neighbors, alarm system, screen porch, big fenced backyard, detached garage; Attentive landlord; comes with washer and dryer

What are the negative aspects? The plumbing sometimes gets testy; Can get cold in winter and hot in summer- it's a fairly large house and utilities are not included in the rent

Landlord/Management Company contact information: Omair Khattak

Address: 91 Vicksburg Cove

Rent? 900, split between me and my roommate.

Utilities? 120

Roommates? 1

What are the positive aspects of the property? Lots of space, nicer than a dorm, MUCH larger than a dorm, quieter, better amenities, significantly cheaper

What are the negative aspects? None really. Just a slight commute.

Landlord/Management Company contact information:

Address: Galloway Gardens

Rent? \$700 a month for a two-bedroom. Was originally priced at \$750, but they gave us a disco

Utilities? We spend \$40 a month on internet with AT&T. Utilities are usually about \$

Roommates? 1

What are the positive aspects of the property? Great location, quiet and nice neighbors, managers fix things in a timely manner, price is low

What are the negative aspects? The walls are thin and you can hear almost everything the neighbors are doing.

Landlord/Management Company contact information: 901-272-0404

Address: 1594 Galloway Ave

Rent? 330

Utilities? 75

Roommates? 2

What are the positive aspects of the property? Cheap

What are the negative aspects? None

Landlord/Management Company contact information: Naylo Properties

Address: 1946 Snowden Ave

Rent? \$750/month split among 3 roommates

Utilities? \$20/month for internet

Roommates? 2

What are the positive aspects of the property? Cheap, utilities included, spacious, less than a block off campus

What are the negative aspects? Older, some maintenance issues

Landlord/Management Company contact information: Molly McQuirter

Address: 209 Angelus St

Rent? \$350 per person per month, \$1750 total

Utilities? \$85 per person per month

Roommates? 5 or more

What are the positive aspects of the property? Beautiful, spacious house in a nice neighborhood

What are the negative aspects? High cost for utilities, and we've had many problems with the oven, stove, plumbing, heating, etc.

Landlord/Management Company contact information: H & M Investments (901) 210-0409

Address: 3659 Highland Park Place Memphis, TN 38111

Rent? \$1295 Between 4 \$324.75

Utilities? 300

Roommates? 3

What are the positive aspects of the property? Price (1295/month) Location is safe Convenient to Kroger

What are the negative aspects? Far from campus Heat isn't efficient.

Landlord/Management Company contact information:

Address: 640 Valleybrook Dr. Memphis, TN 38120

Rent?

Utilities?

Roommates?

What are the positive aspects of the property? Parking, safety, a quiet study environment

What are the negative aspects? Parking every morning when I come to Rhodes.

Landlord/Management Company contact information:

Address: 759 North Trezevant Street

Rent? my roommates pay about \$450 a month

Utilities? not sure, landlord covers

Roommates? 3

What are the positive aspects of the property? close to campus, plenty of room (everyone has their own room and bathroom), have a kitchen where I cook all my meals, we have pets, not as loud and disruptive as in dorms, higher quality internet service, and other

What are the negative aspects? slight commute (biking to and from class multiple times a day becomes tiresome), don't have meal plan, initial problems with flooding due to the property being old and previously vacant, just general

Landlord/Management Company contact information:

Address: 1052 Bruce St. Memphis 38104

Rent? \$595/mo.

Utilities? \$50-100

Roommates? 2

What are the positive aspects of the property? An old funky house, great location, mixed-income and mixed-race community, right in Cooper-Young, affordable, gas heater/stove, fridge included, central air/heat. Very cozy!

What are the negative aspects? An old funky house, dishwasher doesn't really work and hasn't been fixed (we just don't use it), it's a duplex, not much of a yard, windows are not well weather-sealed, small

Landlord/Management Company contact information:

Address: 1898 Manila Ave Memphis TN 38114

Rent? the house is \$1200/month + utilities

Utilities? about \$100

Roommates? 1

What are the positive aspects of the property? cool location, awesome front yard and back yard, fun roof and upstairs room. dead end street and a police officer lives on the block and parks his cruiser out front. it's a really cool street.

What are the negative aspects? bad landlord. Seriously. They do nothing.

Landlord/Management Company contact information:

Address: 1960 Mignon

Rent? 500

Utilities? total, around \$190 (we are still trying to figure out how to be most efficient)

Roommates? 1

What are the positive aspects of the property? It is Professor Pascual's house, so overall it's a great place to live. The alarm system and gated windows make me feel safe there, and it's a perfect distance from campus. I can walk easily. I like seeing Campus Safety drive

What are the negative aspects? Our next-door-neighbors are very loud and semi-questionable. Also, I personally just miss being around people and on campus, but overall there aren't many negatives.

Landlord/Management Company contact information:

Address: 212 N Willett apt 4

Rent? 660 per month, but water, and hot water is included

Utilities? 150 including internet

Roommates? 1

What are the positive aspects of the property?

Close to Rhodes and Kroger, nice neighborhood

What are the negative aspects? Balcony and back staircase in serious disrepair, and rent is too high

Landlord/Management Company contact information: Terron Perk. Keveron properties Rhodes alumni class of 94

Address: 2233 Vollintine Avenue

Rent? \$450 not accounting for utilities, which is usually \$50-70 per month.

Utilities? \$50-\$70

Roommates? 2

What are the positive aspects of the property? Parking is much easier and the area is more spacious

What are the negative aspects? Being off campus still takes away a small part of the overall experience, no matter how close you live!

Landlord/Management Company contact information: Mrs. Allison Thompson; (214)-952-4375

Address: 687 N McLean

Rent? \$1100/month

Utilities? ~\$250 for MLGW \$80 for cable/Internet \$43 for alarm

Roommates? 2

What are the positive aspects of the property? 2 bed 2 bath; Very large property, reasonable rent, 2 blocks from campus

What are the negative aspects? Landlady is not the most attentive, some areas of the house are poorly insulated which tends to raise utilities in summer/winter

Landlord/Management Company contact information: MMIC 756 ridge lake 38120

Address: 769 University St

Rent? Overall is 2,300. 5 people

Utilities? 75

Roommates? 5 or more

What are the positive aspects of the property? Large property. Big rooms. Big closets. New landlord is very attentive.

Very close to campus

What are the negative aspects? Has been broken into and my car was broken into behind the house

Landlord/Management Company contact information:

Address: 810 Washington Ave

Rent? 900

Utilities? 150

Roommates? 2

What are the positive aspects of the property? Clean and secure

What are the negative aspects? Costly

Landlord/Management Company contact information:

Address: 816 Charles Place

Rent? 1800 divided by 4 people

Utilities? 125 per person

Roommates? 3

What are the positive aspects of the property? Full kitchen, being able to get away from campus to sit back and relax, swimming in the pool

What are the negative aspects? Bills for utilities fluctuate some, not within the gates of campus

Landlord/Management Company contact information:

Address: 929 University Ave.

Rent? The house is \$1,600/month and can fit 5 people

Utilities? \$200 for utilities and \$100 for cable, internet

Roommates? 4

What are the positive aspects of the property? The house has a newly renovated kitchen, bathroom, and only minor roach presence.

What are the negative aspects? The landlords are very mean and cheap. I looked up the late fee renter's law in TN and it turns out that they were in violation of the law.

Landlord/Management Company contact information:

APARTMENTS:

All apartments in this listing have been lived in and/or researched by Rhodes College students. The Residence Life Office encourages students to do their homework and properly research any potential residence and landlord.

Midtown

The Almadura http://www.wix.com/thevenue/the-venue#!_alma

Pecan Park <http://www.pecanparkliving.com/>

East Memphis

Stratum www.stratumonhighland.com

Mud Island

Island Park Apartments <http://www.islandparkapts.com/>

Arbors Harbor Town <http://arborsharbortown.com/>

Riverset Apartments www.riversetapts.com

Belle Harbour Apartments www.belleharbourapartments.com/

Uptown Square Apartments

Address: 252 North Lauderdale Memphis, TN 38105

901-523-8662

http://www.uptownmemphis.org/uptown_square.htm

Feedback: It is only 10 minutes from campus; it is a gated community and quiet more or less.

Midtown Place Apartments

Address: 2095-2121 Poplar, Memphis, TN 38104

Contact: Makowsky Ringel Greenberg Phone: 901-725-6090

midtown@mrgmemphis.com

Website: www.mrgmemphis.com

Feedback: "Tall ceilings, hardwood floors, and sunroom. Across the street from Overton Park. Always parking. On-site laundry. Good neighbors."

Metropolitan Apartments

Address: 374 Mill Avenue, Memphis, TN 38107

1, 2, or 3 Bedrooms 1 or 2 Baths

Phone: 901-527-1670

Website: www.metropolitanapthomes.com

Utilities: Apartment pays water, but tenant must pay lights and gas.

Feedback: "We love them. It's our second year there. We moved there because they were the most affordable in this area that met our standards."

The Venue

Address: 1387 Central Avenue, Memphis, TN 38104

2 Bedrooms

Phone: 901-276-3100

Website: www.wix.com/thevenue/the-venue

Feedback: "The new managers bought and renovated the building."

The Gilmore

Address: 6 South McLean, Memphis, TN 38104

1 or 2 Bedrooms, 1 Bath

Phone: 901-726-5575

Website: www.thegilmoreapartments.com

Feedback: "If you are a single person who spends most of their time out and home is just a safe place to rest your head at the end of the day, it's perfect. However, if you are a couple or enjoy having a lot of amenities, this is not the place for you."

South Bluffs Apartments

Address: 4 Riverview Drive, Memphis, TN 38103

Phone: 901-522-9800

Website: www.southbluffsapartments.com

Feedback: "Very friendly and helpful front office staff. They are also always upgrading the property; safe and large floor plans with huge closets."

N. Willet Apt.

Address: 167 N. Willet #4

Landlord: Kevron Properties LLC. (mail@kevronproperties.com)

Feedback: "Good location, pets allowed, manageable rent, large kitchen. Maintenance issues on occasion"

Other Resources:

The apartments and houses listed above are only a selection of those lived in and reviewed by Rhodes College students. Below, we have listed other resources for finding off campus housing.

- <http://memphis.craigslist.org/apa/>
- <http://www.commercialappeal.com/homes/rentals/>
- <http://memphis.backpage.com/online/classifieds/index>
- <http://memphis.apartments.com/>
- <http://www.harbertownonline.com>
- <http://www.bluerivermemphis.com/index.html>
- <https://renshaw.managebuilding.com/Resident/PublicPages/Home.aspx>
- <http://ezrmanagement.com/>
- <http://www.midtownmemphisrentals.com/home>
- <https://cbpropertymgmt.managebuilding.com/Resident/PublicPages/Home.aspx>
- <http://www.kevronproperties.com/>
- http://property.onsite.realtor.com/templates/template_concept04_hex/default.asp?w=midtownplaceapts
- www.townhouse-aps.com
- <http://www.zillow.com/>
- www.trulia.com

Concerned about crime and other incidents. Check out these websites. You can enter street addresses or cross streets and ask about a type of crime. It will provide info about incidents that occurred during the last month.

<http://www.memphisdailynews.com/CrimeReport.aspx>

<http://spotcrime.com/#35.151663%2C%20-90.04240>