

**Commercial Insurance for Your Investment Properties**

Join us Tuesday, February 3rd as Kevin Jenkins from Noel Selewski Agency presents essential insights on commercial insurance for real estate investors! Kevin began working at the Noel Selewski Agency in 2003 and became a licensed agent in 2006. Over his career, he has achieved significant professional recognition, rising to Elite status as a CISR in 2017 and earning his TQA certification in 2018.

Show your love for your properties by understanding commercial insurance. Kevin brings nearly two decades of specialized expertise in investment properties, helping landlords and business owners navigate the unique insurance challenges they face. His deep knowledge of the complexities involved in insuring rental properties, multi-unit buildings, and commercial real estate makes him an invaluable resource for both seasoned investors and those just starting to build their portfolios.

Since 1979, the Noel Selewski Agency has been a trusted partner for real estate investors across the United States, providing specialized insurance solutions in 47 states. As an independent agency, they work with multiple carriers to find the best coverage for your specific needs, whether you own single-family rentals, multi-unit properties, or commercial buildings. Beyond investment property insurance, they offer comprehensive coverage for homeowners, automobiles, umbrella policies, and life insurance, serving as a single source for all your insurance needs.

This is an opportunity you won't want to miss to learn how to properly protect your investments and avoid costly coverage gaps that many property owners don't discover until it's too late.

**Meeting Details:**

-  **Tuesday, February 3rd**
-  **Networking: 5:30 PM**
-  **Meeting: 6:00 PM - 8:00 PM**
-  **Leon's Family Dining, 23830 Michigan Ave., Dearborn, MI**
-  **Members FREE | Guests \$20 | Dinner at Your Own Expense**



New to Our Group? Guests welcome! For \$20, network with active investors, learn proven strategies, and discover if REIA Wayne County is right for your real estate journey.

Questions? Visit [reiawaynecounty.org](http://reiawaynecounty.org) or contact Wayde Koehler, President



## Paint to Profit: Investment Property Essentials

Join us Tuesday, March 3rd as we host a guest speaker from Sherwin-Williams to discuss all your paint needs as a real estate investor and property manager. This is an opportunity you won't want to miss to learn how to properly protect your investments and avoid costly painting mistakes that many property owners don't discover until it's too late.



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# FEATURED ARTICLES



## Property Insurance Essentials for Real Estate Investors

Property insurance protects your valuable assets from unexpected damage or loss by transferring large uncertain future losses to an insurance company in exchange for manageable premium payments today. Understanding what your policy actually covers is critical, as many property owners have misguided views about their coverage.

### Common Coverage Gaps

Many investors are surprised to learn that standard property insurance typically does not cover flood damage, earthquake damage, mold, maintenance issues like worn plumbing or electrical systems, sewer backup, or gradual damage from slow leaks. These perils require separate policies or are simply not insurable. Standard policies typically do cover fire, lightning, smoke, windstorm, hail, explosion, theft, vandalism, riots, and sudden accidental damage.

### Critical Considerations for Investment Properties

Liability coverage is essential protection against lawsuits from tenant injuries or property damage you cause to others. If your property sits vacant for more than 30 days, your policy may be canceled immediately since vacant properties present higher risks. Home-based businesses operating from your property are not covered under standard policies and require separate commercial insurance.

### Understanding Your Coverage Type

The difference between replacement cost and actual cash value coverage is significant for investors. Replacement cost coverage pays to fully repair or replace damaged property, while actual cash value only pays the depreciated value at the time of loss. While replacement cost coverage costs more in premiums, it provides substantially better protection when you file a claim.

### Avoiding Costly Mistakes

Be cautious of coinsurance clauses that can leave you sharing repair costs if you insure your property for less than 80% of its replacement value. Don't skimp on coverage to save on premiums, as cheap insurance can become very expensive when you need it most. Always verify what's covered, add floaters for valuable items, and work with reputable carriers who have proven track records in claims handling.

Property insurance is necessary for anyone who owns valuable property because it protects against financial disasters. Common perils typically covered by property insurance include fire, theft, and vandalism, although flood and mold damage is typically excluded.

There are different types of property insurance, such as homeowners, auto, renter's, and flood insurance. You also have the option of carrying liability coverage which safeguards against lawsuits.

It's important to understand what your insurance policy covers and the differences between actual cash value and replacement cost. You may need add-ons like floaters for certain valuable items.



## Florida woman sues apartment management for spider bites she claims left her with infections, amputated toes

By: Emma Caplan-Fisher, Jan 15, 2026



When Largo, Fla., resident Patricia Shields reportedly endured multiple spider bites inside her apartment — and later serious infections that led to the amputation of two toes — she says the property management repeatedly ignored her pleas for help.

According to 10 Tampa Bay News, Shields claims she alerted Grand Oak Apartments to a suspected infestation and growing health problems, only to be dismissed and ultimately denied release from her lease, which prompted her to file a lawsuit against the complex and related parties.

Her story highlights how quickly pest-related health issues can escalate into major financial and physical hardships, and how misunderstood tenant protections and responsibilities often are.

### When pests become an alleged health issue, landlords and tenants tread tricky ground

Across the U.S., spiders live alongside humans without posing a serious danger. Most spider bites are minor and heal within days. Only certain species — like brown recluse or black widow — can cause severe symptoms. Many sores people believe stem from spider bites may actually stem from other issues, such as bacterial skin infections. So, landlords often dispute alleged spider bites. That's why proof is crucial.

In this alleged case, the physical and emotional toll was extreme. But even without such a severe outcome, bites that lead to infections, medical care, time off work, hotel stays or relocation could become costly, especially if a landlord disputes the cause or refuses to act.



### What Florida law says about landlord responsibilities

In Florida, landlords have a statutory duty to maintain rental units in habitable condition. Under Florida Statute 83.51, owners must comply with applicable building, housing and health codes — or, if no codes apply, keep roofs, walls, floors, plumbing and "all other structural components" in reasonable working order. For multi-unit buildings, this obligation explicitly includes taking "reasonable provisions" to control various pests, including insects and rodents, although spiders aren't listed by name.

However, statutes don't spell out every scenario. Many landlords argue that treating for spiders (especially smaller nuisance species) isn't required unless local housing codes specify it. That puts the burden on tenants to demonstrate that the problem is serious and poses a danger to health.

### Why documentation matters, and what tenants often miss

Most lease agreements in Florida include an implied warranty of habitability — the landlord's duty to provide a livable space — but enforcing that in practice isn't always straightforward.

It would be helpful for tenants to have:

- Written notices to the landlord describing the condition and requesting action.
- Clear documentation, including photos, medical records, pest control logs and communication history.
- Health records linking injuries or infections to their living conditions, such as doctors' notes, urgent care bills or test results.

Without these, it will be easier for landlords to challenge tenants' claims, as Grand Oak reportedly has in court filings. Medical bills from skin problems can be significant, especially when multiple treatments, wound care, antibiotics or even surgery are needed. Add lost wages from missed work, unscheduled doctor visits or specialist consultations, and the costs climb quickly. Temporary lodging or relocation adds another layer of complexity. If a rental unit is unsafe or uninhabitable, some renters' insurance policies include a "loss of use" or additional living expenses provision, which helps pay for hotel costs, meals and other extra expenses while you're displaced. But that coverage only kicks in if you have renters' insurance in the first place — and you carefully document all additional costs, and the insurer deems the situation to be covered under the policy. Most renters' policies don't cover your base rent (only expenses incurred on top of it), or structural repairs, which remain the landlord's responsibility. And critically, insurance doesn't address the infestations or habitability issues directly; it only helps with the financial fallout.

# How the Florida Spider Bite Case Informs Michigan Landlords



The lawsuit filed by Patricia Shields (pg. 3) against Grand Oak Apartments in Florida provides critical lessons for Michigan landlords, even though the legal frameworks differ between states. Understanding how this case escalated from reported spider bites to toe amputations and a lawsuit reveals important risk management strategies that apply regardless of location.

## Understanding Legal Obligations in Michigan

While Florida Statute 83.51 explicitly requires landlords to take "reasonable provisions" to control pests in multi-unit buildings, Michigan's approach is broader but less specific. Michigan landlords must provide rental properties that are "fit for the use intended by the parties" and keep them in reasonable repair while complying with applicable health and safety laws under Michigan Comp. Laws § 440.2314. The owner of every dwelling is responsible for keeping the entire building free from vermin, while tenants are responsible for the cleanliness of those parts of the premises that they occupy and control.

The critical difference is that Michigan law doesn't mention insect pests specifically in the statute, creating a gray area similar to what Florida landlords face with spiders. However, Michigan's implied warranty of habitability still requires landlords to maintain pest-free properties when infestations make living conditions unsanitary or unsafe. Some Michigan cities, such as Detroit and Grand Rapids, have local laws that require landlords to provide pest control services, so Wayne County landlords should verify their local ordinances.

## The Cost of Dismissing Tenant Complaints

The Florida case demonstrates how ignoring tenant concerns can escalate into major legal and financial liability. According to the lawsuit, Shields repeatedly alerted Grand Oak Apartments to a suspected infestation and growing health problems, only to be dismissed and ultimately denied release from her lease. What started as reported pest issues allegedly led to serious infections, toe amputations, and now litigation. Even if the landlord disputes whether spiders caused the medical problems, the pattern of ignoring documented requests for help creates significant legal vulnerability.

Michigan landlords face similar risks when they fail to respond promptly to pest complaints. In multi-unit properties, landlords are usually responsible for pest control since infestations can spread between units. If landlords fail to address pest issues within a reasonable timeframe after written notice, Michigan tenants can withhold rent, repair and deduct, terminate the lease, or ask a court to order repairs or other compensation. The financial fallout can include not only repair costs but also medical bills, lost wages, temporary lodging expenses, legal fees, and potential damages awards.

## Documentation Protects Both Parties

The Florida article emphasizes that proof is crucial when pest issues are disputed. Tenants who properly document their complaints with written notices, photos, medical records, and communication histories build strong legal cases against landlords who fail to respond. However, this documentation requirement works both ways. Michigan landlords need their own paper trail showing they took tenant concerns seriously and responded appropriately.

When a pest complaint comes in, landlords should document their response immediately by scheduling pest control inspections, keeping treatment logs, maintaining records of all communications with the tenant, photographing conditions before and after treatment, and retaining invoices from licensed pest control professionals. This protects landlords from frivolous claims and demonstrates good faith efforts to address legitimate concerns. Without proper documentation, disputes become he-said-she-said situations that are harder and more expensive to defend.

## Understanding Tenant and Landlord Responsibilities

The article clarifies that tenants may be liable when unsanitary living conditions attract pests with food waste, unclean dishes, or garbage buildup, or if they unknowingly introduce bed bugs, fleas, or roaches through second-hand furniture or personal belongings. This shared responsibility model applies in Michigan as well. Landlords who can demonstrate through documentation that an infestation resulted from tenant negligence rather than structural issues or pre-existing conditions have stronger legal ground.

However, landlords cannot simply blame tenants and refuse to act. If pests enter through cracks in walls, gaps in foundations, roof damage, or other structural deficiencies, the landlord must fix the damage and pay for treatment. In multi-unit buildings, this responsibility becomes even clearer since one tenant's cleanliness cannot control infestations spreading from neighboring units or common areas.

# The Hidden Costs of Unwelcomed Pests

The Florida article (pg. 3) explains that renters' insurance may cover additional living expenses if a unit becomes uninhabitable, but it doesn't cover structural repairs or address infestations directly. This reminds Michigan landlords that their own liability and property insurance becomes critical when health and safety issues arise. Landlords need to understand what their policies cover regarding pest-related claims, tenant injuries occurring on their property, and potential lawsuits alleging negligence in property maintenance.

Many landlords assume their standard property insurance adequately covers all potential liabilities, but pest-related health claims can fall into gray areas. Reviewing coverage with an insurance professional who understands investment property risks, especially in multi-unit buildings where pest control is explicitly the landlord's responsibility, can prevent devastating financial exposure.



## Proactive Prevention Saves Money

The financial toll outlined in the Florida case includes medical bills from skin infections requiring multiple treatments, wound care, antibiotics, and even surgery. Add lost wages from missed work, unscheduled doctor visits, specialist consultations, temporary lodging or relocation costs, legal fees, and potential damages awards, and the expenses become staggering. For Michigan landlords, investing in regular pest control service, responding promptly to complaints, and maintaining clear communication channels is far less expensive than defending a lawsuit or paying a settlement.

Landlords should inspect properties before tenants move in and at regular intervals, looking for holes in walls, broken seals on windows, leaks, or cracks that pests can use to enter. Hiring licensed pest professionals to conduct seasonal treatments like rodent baiting or termite barriers, and keeping written records of inspections and treatments, proves compliance with health codes and demonstrates the landlord's commitment to habitability.

## Clear Lease Language Prevents Disputes

The Florida article emphasizes that lease agreements should clearly specify who handles pest control responsibilities under different circumstances. Michigan landlords benefit from including straightforward pest clauses that outline the landlord's commitment to providing a pest-free unit at move-in, the tenant's obligation to maintain cleanliness and promptly report any pest sightings, the process for requesting pest control services, timelines for landlord response, and clarification of when tenants may be held financially responsible for infestations caused by their negligence.

Without clear lease language, disputes about responsibility become more contentious and expensive to resolve. Well-drafted leases protect both parties by establishing expectations upfront.

### Noel Selewski Agency

Since 1979, the Noel Selewski Agency has been a trusted partner for real estate investors, landlords, and business owners across the United States. With nearly five decades of experience, our agency has grown into a national presence, providing specialized insurance solutions in 47 states.

As an independent insurance agency, we work with multiple carriers to provide you with options rather than one-size-fits-all solutions. This independence allows us to shop the market on your behalf and find the best coverage at competitive rates for your specific situation. Beyond investment property insurance, we offer comprehensive coverage for homeowners, automobiles, umbrella policies, and life insurance, allowing us to serve as your single source for all insurance needs.

Our commitment to thorough customer service and hard work has allowed us to build lasting relationships with clients who trust us to protect their most valuable assets. We're here to help you understand your coverage, avoid common pitfalls, and make informed decisions about protecting your real estate investments.

Contact Information - Ask for Kevin Jenkins  
 Noel Selewski Agency, Inc.  
 Phone: 855-50-INSURE (855-504-6787)

# Rethinking Assault & Battery Liability in Commercial Real Estate

## September 21, 2025 by Corey Alison

In urban centers across the U.S., property owners and managers are welcoming a return to pre-2020 levels of foot traffic in retail corridors, mixed-use developments, and multifamily buildings. While this rebound signals a healthy recovery for local economies, it also revives a longstanding and often underestimated exposure: assault and battery (A&B) liability.

Many property owners assume that their general liability policies will protect them if violence occurs on their premises.

Unfortunately, this assumption can leave them dangerously exposed.

As insurance professionals, it's our job to illuminate these gaps and help clients navigate the evolving landscape of premises liability, especially as social inflation, litigation funding, and public expectations reshape the risk environment.

### Rising Foot Traffic, Rising Exposure

A&B claims are not new, but they are becoming more visible, more costly, and more complex to manage. As cities and commercial areas see renewed activity, landlords face evolving legal and social expectations around security and tenant safety. Several converging factors, from shifting security practices to rising jury awards, are making this risk more pressing and harder to ignore.

- Social inflation and nuclear verdicts. Juries are awarding increasingly large sums in A&B cases, driven by public sentiment that favors plaintiffs and the rise of third-party litigation funding. In this environment, implementing reasonable security measures may not be enough for landlords to avoid liability.
- Changing tenant dynamics. The COVID pandemic disrupted tenant relationships. Many property owners were restricted from evicting problematic tenants, creating backlogs and introducing behavioral risks that persist even as legal restrictions have eased.
- Shifts in security practices. In an effort to manage costs and adapt to changing technologies, many owners have reduced on-site security staff in favor of surveillance systems. While cameras offer valuable evidence and enhance security monitoring, they do not actively prevent incidents as they occur.
- Increased foot traffic in entertainment zones. Properties located near nightlife venues, college campuses, or in busy downtown districts are more susceptible to incidents simply due to higher volumes of visitors and heightened activity at night.

### The Coverage Misunderstanding

A significant driver of underinsurance in A&B is misunderstanding what many general liability policies actually cover.

In the current market, a large number of commercial general liability (CGL) policies contain explicit exclusions for A&B, and in many cases, for firearms-related incidents, as well. Even if a policy does not mention firearms separately, the broader A&B exclusion often applies to losses involving weapons.

Property owners may mistakenly believe that absence of a specific firearms exclusion implies coverage. However, if an assault or battery incident involves a firearm, it is likely to be excluded under the standard A&B language. This nuance is easily overlooked, yet critical, especially as gun-related incidents continue to draw public attention and legal scrutiny.

Additionally, A&B exclusions or sublimits may also apply to related risks such as abuse or molestation. This is particularly relevant for properties that include amenities like gyms, pools, or childcare facilities. Layering Coverage (It's Not Just About Limits)

When brokers and risk advisors discuss A&B exposure with clients, the conversation often focuses on limits--how high and how broad.

However, this focus on dollar amounts can obscure crucial details about how coverage functions in a claim scenario, what is included or excluded, and how different policy structures impact a client's true protection.

Effective coverage goes far beyond policy form names and requires a nuanced understanding of form language and practical risk realities.

It's crucial to clarify:

- Defense costs. Are defense costs included within policy limits or outside of them? Defense inside the limits can erode available indemnity dollars rapidly, especially in drawn-out cases.
- Sublimits. A few specialized programs offer sublimits for A&B coverage on a monoline basis. The size of the sublimits can be as low as 50/100 but can also be as high as \$1 million. In addition, defense is normally inside limits and excess markets typically will not sit over these programs.
- Exclusion carve-outs. Brokers should examine whether abuse and molestation or firearms exclusions are nested within broader A&B exclusions and how these interact with sublimits.

# Article Continued...

In many cases, a creative solution for A&B coverage is necessary to comply with lenders.

While the market for this coverage is limited with few carriers offering tailored solutions, brokers should still explore these options. Even if a policy includes restrictive terms such as defense costs inside limits or partial exclusions, providing your client with additional avenues for protection is beneficial.

## Practical Steps for Property Owners

Beyond insurance placements, property owners have a proactive role to play in mitigating A&B risk.

Cameras and surveillance technologies have become essential tools for many landlords. High-definition footage not only assists in post-incident investigations but can also serve as evidence demonstrating that reasonable precautions were taken--always an important factor when defending against premises liability claims.

However, cameras alone are not a panacea. Owners should continue to evaluate their physical security protocols, including:

- Lighting and visibility. Well-lit exteriors and common areas reduce blind spots and deter criminal activity.
- Access control. Restricting entry through fob or smartphone-based systems helps ensure that only authorized individuals can enter residential or private spaces.
- On-site security. Even as staffing models evolve, a human security presence remains a strong deterrent and provides immediate intervention capability.
- Tenant screening and property management. Strengthening tenant vetting processes and responding promptly to complaints or behavioral issues reduces the likelihood of confrontations escalating into violence.

Ultimately, a layered approach that combines physical security, technology, and tailored insurance coverage offers the best protection for landlords and managers.

## Looking Ahead: A Shared Responsibility

As urban areas continue to thrive, the risk landscape will only grow more complex. Insurance alone cannot eliminate the liability exposures tied to A&B incidents, but when combined with robust risk management strategies, it can provide crucial financial protection.

Brokers must take the lead in educating clients, clarifying policy language, and demystifying what exclusions really mean in practice. At the same time, property owners should remain vigilant, investing in both operational controls and appropriate coverage.

In an era of heightened jury awards and public scrutiny, "business as usual" is no longer enough. By working together, brokers, insurers, and property owners can better safeguard the businesses, tenants, and communities that make our urban environments thrive

## Become a Member



### Why Join? The Benefits Speak for Themselves!

Connect with investors, landlords, and contractors while accessing expert-led presentations, monthly newsletter, and guest speakers with the latest industry insights. Members receive a free 3-month Mr. Landlord Newsletter subscription, court-approved property management forms, and exclusive discounts at Sherwin-Williams, Office Max, and major retailers. Build your investment team through trusted referrals for rehabs and property management, plus stay informed through advocacy connections with local and state officials. Contractors enjoy steady streams of long-term business opportunities from our active member network.

**Annual membership is \$135 for individual and spouse (fully tax-deductible).** Your fee supports speakers, website maintenance, insurance, newsletters, events, and a Lansing lobbyist advocating for landlord and investor interests. Our volunteer board takes no compensation, ensuring every dollar strengthens our community.

# Meetings

## **REIA of Wayne County**

Meets 1st Tuesday of the month  
Location: Leons Family Dining 23830 Michigan Ave., Dearborn  
Time: 5:30 PM  
Call Wayde Koehler at 313-819-0919 for more details

## **Oakland REIA**

Meets 2nd Thursday of the month  
Location: Troy Community Center in meeting room  
Time: 6:00 PM  
Call Brian Sullivan at 248 327-0588 for details

## **Metro Detroit Investors Meet-Up**

Meets 4th Thursday of the month  
Location: McVee's Pub & Grub  
1129 Long Lake Rd., Troy  
Time: 6:30 PM



## **Pontiac Landlord Group**

Meets 1st Thursday of the month  
Location: Fino's 450 Perry St., Pontiac  
Time: 6:00 PM  
Call Ken Moses 248-672-9699 for more details

## **Monroe County Landlord Association**

Meets 4th Thursday Location: Quattro's on Telegraph Rd. Time: 6:00 PM  
Call Debbie Peters at 734-457-5086

## **Jackson Area Landlord Association**

Meets 4th Monday of the month  
Location: The Napoleon Café, 6816 W. Brooklyn Rd.

## **R.E.I.A. of Wayne County Board Meeting**

Join us for the Board of Directors meeting on Tuesday, February 10th at 6:00 PM.  
Location: TBD

## **Volunteer Board Members Contact Information**

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Liz Walker.....313.443.8505.....beneficialinvestments@gmail.com  
Dave Moody.....734.362.3328.....dave@rrepros.com

# Contractors

**Note: REIA of Wayne does not support or make any recommendations regarding contractors. It is up to you to do your due diligence when hiring any contractor. This is for information purposes only.**

## Appliance Repair

Keith Devoy Appliance Repair.....313 689-2446

## Concrete

Nelson Concrete..... 313 212-3927

Asphalt repair, seal, top..... 248 818-5149

## Construction/Remodeling

Ideal Home Improvement.....734 624-3454

Ishtar Construction.....313 720-3556

## Electrician

King Billy's LLC.....313 333-6467

Haddix Electric Co.....313 386-7299

## Handyman

American Skilled Svc.....313 264-9579

Handyman Service Plus.....313 242-7372

## Pest Control Service

Stop Pest Control.....313 914-2981

## Plumbing

Waterwork Plumbing.....248 542-8022

Bennies Plumbing.....313 388-5561

Shaw's Plumbing.....313 285-4361

## Roofing

Jeff Williams Roofing.....734 341-3843

Kanga-Roof.....586 276-7614

## Heating and Cooling

Main Heating and Cooling.....248 650-8511

Mega Rooter H & C.....313 254-3529

Expert Heating and Cooling...734 672-1818

## Lawn Service

J & A Lawn Svc (Jason).....727 906-7958

Classic Cuts (Liz).....313 989-8713

## Locksmith

American Lock & Key.....734 281-1454

## Painting

Diamond Painting.....248 935-4514

Dante's Painting (Edmond).....586 610-1812

Sergio Guerrero.....313 282-9119

Ishtar Construction & Painting....313 720-3556

## Tub Reglaze

Surface Solutions.....734 455-0200

TNT Refinishing.....810 358-0744

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## Tree Trimming/Removal

Juan's Tree Service.....301 804-7504

Paul Harris-Tree Trimming.....734 775-6974



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