

2021 Tennessee Code
Title 66 - Property
Chapter 28 - Uniform Residential Landlord and Tenant Act
Part 1 - General Provisions
§ 66-28-101. Short Title

Universal Citation: TN Code § 66-28-101 (2021)

This chapter shall be known and may be cited as the "Uniform Residential Landlord and Tenant Act."

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§ 66-28-102. Application

Universal Citation: TN Code § 66-28-102 (2021)

- a. This chapter applies only in counties having a population of more than seventy-five thousand (75,000), according to the 2010 federal census or any subsequent federal census.
- b. This chapter applies to rental agreements entered into or extended or renewed after July 1, 1975. Transactions entered into before July 1, 1975, and not extended or renewed after that date, and the rights, duties and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law amended or repealed by this chapter as though the amendment or repeal has not occurred.
- c. Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:
 1. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service;

2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the purchaser's interest;
 3. Transient occupancy in a hotel, or motel or lodgings subject to city, state, transient lodgings or room occupancy under the Excise Tax Act, compiled in title 67, chapter 4, part 20;
 4. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative; or
 5. Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.
- d. This chapter shall not apply to any occupancy in a public housing unit or other housing unit that is subject to regulation by the department of housing and urban development and owned by a governmental entity or non-profit corporation to the extent such regulation conflicts with state law, but shall apply to the extent that any such regulations defer to the application of state law.

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2010 Tennessee Code

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66-28-103 - Purposes Rules of construction.

66-28-103. Purposes Rules of construction.

- (a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.
- (b) Underlying purposes and policies of this chapter are to:
- (1) Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
 - (2) Encourage landlord and tenant to maintain and improve the quality of housing;
 - (3) Promote equal protection to all parties; and
 - (4) Make uniform the law in Tennessee.
- (c) Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, health, safety and fire prevention,

estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.

(d) This chapter being a general chapter intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

[Acts 1975, ch. 245, §§ 1.102 1.104; T.C.A., §§ 64-2861 64-2863.]

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66-28-104 - Chapter definitions.

66-28-104. Chapter definitions.

Subject to additional definitions contained in this chapter, which apply to specific portions of this chapter, and unless the context otherwise requires, in this chapter:

- (1) Action means recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;
- (2) Building and housing codes means any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises, or dwelling unit;
- (3) Dwelling unit means a structure or the part of a structure that is used as a home, residence, or sleeping place by one (1) person who maintains a household or by two (2) or more persons who maintain a common household;
- (4) Good faith means honesty in fact in the conduct of the transaction concerned;

(5) Landlord means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by § 66-28-302;

(6) Nuisance vehicle means any vehicle that is incapable of operating under its own power and is detrimental to the health, welfare or safety of persons in the community;

(7) Organization means a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity;

(8) (A) Owner means one (1) or more persons, jointly or severally, in whom is vested:

(i) All or part of the legal title to property; or

(ii) All or part of the beneficial ownership and a right to the present use and enjoyment of the premises;

(B) Owner also means a mortgagee in possession;

(9) Person means an individual or organization;

(10) Premises means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant;

(11) Rental agreement means all agreements, written or oral, and valid rules and regulations adopted under § 66-28-402 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(12) Rents means all payments to be made to the landlord under the rental agreement;

(13) (A) Security deposit means an escrow payment made to the landlord under the rental agreement for the purpose of securing the landlord against financial loss due to damage to the premises occasioned by the tenant's occupancy other than ordinary wear and tear and any monetary damage due to the tenant's breach of the rental agreement;

(B) [Deleted by 2005 amendment.]

(C) Security deposit shall in no way infer that the landlord is providing any service for the personal protection or safety of the tenant beyond that prescribed by law;

(14) Tenant means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

(15) Unauthorized vehicle means a vehicle that is not registered to a tenant, an occupant or a tenant's known guest, and has remained for more than seven (7) consecutive days on real property leased or rented by a landlord for residential purposes; and

(16) Vehicle means any device for carrying passengers, livestock, goods or equipment that moves on wheels and/or runners.

[Acts 1975, ch. 245, § 1.301; T.C.A., § 64-2803; Acts 1999, ch. 284, § 2; 2001, ch. 153, §§ 1-3; 2005, ch. 156, § 1.]

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Part 1 - General Provisions

§ 66-28-105. Jurisdiction and Service of Process

Universal Citation: TN Code § 66-28-105 (2021)

- a. The general sessions and circuit courts of this state shall exercise original jurisdiction over any landlord or tenant with respect to any conduct in this state governed by this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over the parties may be acquired in a civil action or proceeding instituted in law or equity by service of process in the manner provided by law.

- b. A landlord who is not a resident of this state or is a corporation not authorized to do business in this state and engages in a transaction subject to this chapter may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing, filed with the secretary of state, and must set forth the name and street address, including zip code, of the agent, the name and street address, including zip code, of the landlord and be accompanied by a ten dollar (\$10.00) filing fee. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the

secretary of state forthwith by mailing a copy of the process and pleading by registered or certified mail to the defendant or respondent at that party's last known address. The process must be accompanied by a ten dollar (\$10.00) fee and specify the address of the defendant. An affidavit of service shall be filed by the secretary of state with the clerk of the court on or before the return day of the process.

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§ 66-28-106. Notice

Universal Citation: TN Code § 66-28-106 (2021)

a. Either party has notice of a fact if such person:

1. Has actual knowledge of it; or
2. Has been given written notice.

b. All parties must give written notice to the last known or designated address contained in the lease agreement.

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§ 66-28-107. Residential Landlord Registration

Universal Citation: TN Code § 66-28-107 (2021)

a.

1. Each landlord of one (1) or more dwelling units is required to furnish the following information with the agency or department of local government that is responsible for enforcing building codes in the jurisdiction where the dwelling units are located:
 - A. The landlord or the landlord's agent's name, telephone number, and physical address, which does not include a post office box; and
 - B. The street address and unit number, as appropriate, for each dwelling unit that the landlord owns, leases, or subleases or has the right to own, lease, or sublease.
2. The information required under subdivision (a)(1) shall be furnished on a form provided by the agency or department responsible for enforcing building codes.

The agency or department is authorized to collect from a landlord filing the form a fee not to exceed ten dollars (\$10.00) per year.

3. If any information required under subdivision (a)(1) or the ownership of the dwelling units changes, the landlord who transferred the property by sale or otherwise, or the landlord's agent, shall notify the agency or department of such change within thirty (30) days of the change in ownership.
- b.
1. Any landlord who fails to register or who fails to send notification of change of ownership as required by this section shall be assessed a fine in the amount of fifty dollars (\$50.00) per week by the agency or department of local government that is responsible for enforcing building codes in the jurisdiction where the dwelling units are located.
 2. Prior to the assessment of the fine, the landlord shall be given an opportunity to appear and be heard at a hearing to be held concerning the landlord's failure to register or failure to send notification of change of ownership. A written notice of the date, time and place of the hearing shall be mailed the landlord at least fifteen (15) days prior to the scheduled hearing.
- c. This section shall only apply to any county having a metropolitan form of government and a population in excess of five hundred thousand (500,000), according to the 2000 federal census or any subsequent federal census.

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§ 66-28-108. Notification Sent by E-Mail

Universal Citation: TN Code § 66-28-108 (2021)

If the tenant provides an electronic mail address in the rental agreement, any notification required to be sent to the tenant pursuant to this chapter may be made by the landlord through electronic notification to such mail address, unless a provision in this chapter requires a specific form of notification other than electronic notification; provided, however, that the landlord shall not require the tenant to provide an electronic mail address as a condition of entering into a rental agreement.

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Title 66 - Property

Chapter 7 - Leases

§ 66-7-109. Notice of Termination by Landlord

Universal Citation: TN Code § 66-7-109 (2021)

a.

1. Except as provided in this section, fourteen (14) days' notice by a landlord shall be sufficient notice of termination of tenancy for the purpose of eviction of a residential tenant, if the termination of tenancy is for one of the following reasons:
 - A. Tenant neglect or refusal to pay rent that is due and is in arrears, upon demand;
 - B. Damage beyond normal wear and tear to the premises by the tenant, members of the household, or guests; or
 - C. The tenant or any other person on the premises with the tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other tenants, the landlord, the landlord's representatives or other persons on the premises.

2. If the notice of termination of tenancy is given for one of the reasons set out in subdivision (a)(1)(A) or (a)(1)(B) and the breach is remediable by repairs or the payment of rent or damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice from the landlord, the rental agreement will not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the landlord may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.
- b. For all other defaults in the lease agreement, a thirty (30) day termination notice from the date such notice is given by the landlord shall be required for the purpose of eviction of a residential tenant.
 - c. This section shall not apply to a tenancy where the rental period is for less than fourteen (14) days.
 - d. Notwithstanding § 66-7-107 or this section to the contrary, three (3) days' notice by a landlord is sufficient notice of termination of tenancy to evict a residential tenant in a housing authority created pursuant to title 13, chapter 20, part 4 or 5, or a residential tenant, who is not mentally or physically disabled, in a rental property located in any county not governed by the Uniform Residential Landlord and Tenant Act, compiled in chapter 28 of this title, if the tenant, in either case, or any other person on the premises with the tenant's consent, willfully or intentionally:
 1. Commits a violent act;
 2. Engages in any drug-related criminal activity; or
 3. Behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of other tenants, the landlord, the landlord's representatives, or other persons on the premises.
 - e.
 1. If domestic abuse, as defined in § 36-3-601, is the underlying offense for which a tenancy is terminated, only the perpetrator may be evicted. The landlord shall not evict the victims, minor children under eighteen (18) years of age, or

innocent occupants, any of whom occupy the subject premises under a lease agreement, based solely on the domestic abuse. Even if evicted or removed from the lease, the perpetrator shall remain financially liable for all amounts due under all terms and conditions of the present lease agreement.

2. If a lease agreement is in effect, the landlord may remove the perpetrator from the lease agreement and require the remaining adult tenants to qualify for and enter into a new agreement for the remainder of the present lease term. The landlord shall not be responsible for any and all damages suffered by the perpetrator due to the bifurcation and termination of the lease agreement in accordance with this section.
3. If domestic abuse, as defined in § 36-3-601, is the underlying offense for which tenancy could be terminated, the victim and all adult tenants shall agree, in writing, not to allow the perpetrator to return to the subject premises or any part of the community property, and to immediately report the perpetrator's return to the proper authority, for the remainder of the tenancy. A violation of such agreement shall be cause to terminate tenancy as to the victim and all other tenants.
4. The rights under this section shall not apply until the victim has been judicially granted an order of protection against the perpetrator for the specific incident for which tenancy is being terminated, a copy of such order has been provided to the landlord, and the order:
 - A. Provides for the perpetrator to move out or vacate immediately;
 - B. Prohibits the perpetrator from coming by or to a shared residence;
 - C. Requires that the perpetrator stay away from the victim's residence; or
 - D. Finds that the perpetrator's continuing to reside in the rented or leased premises may jeopardize the life, health, and safety of the victim or the victim's minor children.
5. Failure to comply with this section, or dismissal of an order of protection that allows application of this section, abrogates the rights provided to the victim,

minor children, and innocent occupants under this section.

6. The rights granted in this section shall not apply in any situation where the perpetrator is a child or dependent of any tenant.
 7. Nothing in this section shall prohibit the eviction of a victim of domestic abuse for non-payment of rent, a lease violation, or any violation of this chapter.
- f. Three-days' notice by a landlord is sufficient notice of termination of tenancy for the purpose of eviction of an unauthorized subtenant or other unauthorized occupant, if the termination of tenancy is for refusal by the unauthorized subtenant or other unauthorized occupant to vacate the premises.
- g. Nothing in this section shall apply to rental property located in any county governed by the Uniform Residential Landlord and Tenant.
- h. [Deleted by 2019 amendment.]

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