

Tennessee

Landlord - Tenant Laws Complete Guide



Tennessee Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Tennessee's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Tennessee.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No designated maximum security deposit.

Legal Statute:

(a) All landlords of residential property requiring security deposits prior to occupancy are required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the state or any agency of the United States government.

(b) Except as otherwise provided in subdivision (b)(2)(B), the tenant shall have the right to inspect the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit. An inspection of the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit and the landlord's estimated costs to repair such damage shall be conducted as follows:

(1) (A) Upon request by the landlord for a tenant to vacate or within five (5) days after receipt by the landlord of written notice of the tenant's intent to vacate, the landlord may provide notice to the tenant of the tenant's right to be present at the inspection of the premises. Such notice may advise the tenant that the tenant may request a time of inspection to be set by the landlord during normal working hours. The landlord may require the inspection to be after the tenant has completely vacated the premises and is ready to surrender possession and return all means of access to the entire premises; provided, that the inspection shall be either on the day the tenant completely vacates the premises or within four (4) calendar days of the tenant vacating the premises. If the landlord provides written notice of the tenant's right to be present at the landlord's inspection and the tenant schedules an inspection, but fails to attend such inspection, the tenant waives the right to contest any damages found by the landlord as a result of such inspection by the landlord; provided, that notice of the tenant's waiver upon such circumstances is set out in the rental agreement;

(B) If a tenant requests a mutual inspection as provided in subdivision (b)(1)(A), the landlord and tenant shall then inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage. The landlord and tenant shall sign the listing. Except as provided in subsection (g), the signatures of the landlord and the tenant on the listing shall be conclusive evidence of the accuracy of the listing. If the tenant refuses to sign the listing, the tenant shall state specifically in writing the items on the list to which the tenant dissents;

(2) (A) If the tenant has acted in any manner set out in subdivisions (b)(2)(B)(i)-(vi), the landlord may inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage without providing the tenant an opportunity to inspect the premises; provided, that the landlord provides a written copy, sent by certificate of mailing to the tenant, of the listing of any damages and estimated cost of repairs to the tenant upon the tenant's written request;

(B) The tenant shall not have a right to inspect the premises as provided in this section if the tenant has:

(i) Vacated the rental premises without giving written notice;

(ii) Abandoned the premises;

(iii) Been judicially removed from the premises;

(iv) Not contacted the landlord after the landlord's notice of right to mutual inspection of the premises;

(v) Failed to appear at the arranged time of inspection as provided in subdivision (b)(1); or

(vi) If the tenant has not requested a mutual inspection pursuant to subsection (b) or is otherwise inaccessible to the landlord.

(c) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in an account as required by subsection (a) and a listing of damages is not provided as required by subsection (b).

(d) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (b) may bring an action in a circuit or general sessions court of competent jurisdiction of this state. The tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the listing or specifically dissented in accordance with subsection (b); otherwise the tenant shall not be entitled to recover any damages under this section.

(e) Should a tenant vacate the premises with unpaid rent or other amounts due and owing, the landlord may remove the deposit from the account and apply the moneys to the unpaid debt.

(f) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in the tenant's behalf.

(g) Nothing in this section precludes the landlord from recovering the costs of any and all contractual damages to which the landlord may be entitled, plus the cost of any additional physical damages to the premises that are discovered after an inspection that has been completed pursuant to subsection (b); provided, however, that costs of any physical damage to the premises may only be recovered if the damage was discovered by the landlord prior to the earlier of:

(1) Thirty (30) days after the tenant vacated or abandoned the premises; or

(2) Seven (7) days after a new tenant takes possession of the premises.

(h) Notwithstanding subsection (a), all landlords of residential property shall be required to notify their tenants at the time such persons sign the lease and submit the security deposit, of the location of the account required to be maintained pursuant to this section, but shall not be required to provide the account number to such persons.

Security Deposit Interest:

What This Means: No statute.

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: A landlord of residential property requiring security deposits prior to occupancy is required to deposit all tenants' security deposits in an account used only for that purpose.

Legal Statute:

(a) All landlords of residential property requiring security deposits prior to occupancy are required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the state or any agency of the United States government.

(b) Except as otherwise provided in subdivision (b)(2)(B), the tenant shall have the right to inspect the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit. An inspection of the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit and the landlord's estimated costs to repair such damage shall be conducted as follows:

(1)

(A) Upon request by the landlord for a tenant to vacate or within five (5) days after receipt by the landlord of written notice of the tenant's intent to vacate, the landlord may provide notice to the tenant of the tenant's right to be present at the inspection of the premises. Such notice may advise the tenant that the tenant may request a time of inspection to be set by the landlord during normal working hours. The landlord may require the inspection to be after the tenant has completely vacated the premises and is ready to surrender possession and return all means of access to the entire premises; provided, that the inspection shall be either on the day the tenant completely vacates the premises or within four (4) calendar days of the tenant vacating the premises. If the landlord provides written notice of the tenant's right to be present at the landlord's inspection and the tenant schedules an inspection, but fails to attend such inspection, the tenant waives the right to contest any damages found by the landlord as a result of such inspection by the landlord; provided, that notice of the tenant's waiver upon such circumstances is set out in the rental agreement;

(B) If a tenant requests a mutual inspection as provided in subdivision (b)(1)(A), the landlord and tenant shall then inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage. The landlord and tenant shall sign the listing. Except as provided in subsection (g), the signatures of the landlord and the tenant on the listing shall be conclusive evidence of the accuracy of the listing. If the tenant refuses to sign the listing, the tenant shall state specifically in writing the items on the list to which the tenant dissents;

(2)

(A) If the tenant has acted in any manner set out in subdivisions (b)(2)(B)(i)-(vi), the landlord may inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage without providing the tenant an opportunity to inspect the premises; provided, that the landlord provides a written copy, sent by certificate of mailing to the tenant, of the listing of any damages and estimated cost of repairs to the tenant upon the tenant's written request;

(B) The tenant shall not have a right to inspect the premises as provided in this section if the tenant has:

(i) Vacated the rental premises without giving written notice;

(ii) Abandoned the premises;

(iii) Been judicially removed from the premises;

(iv) Not contacted the landlord after the landlord's notice of right to mutual inspection of the premises;

(v) Failed to appear at the arranged time of inspection as provided in subdivision (b)(1); or

(vi) If the tenant has not requested a mutual inspection pursuant to subsection (b) or is otherwise inaccessible to the landlord.

(c) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in an account as required by subsection (a) and a listing of damages is not provided as required by subsection (b).

(d) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (b) may bring an action in a circuit or general sessions court of competent jurisdiction of this state. The tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the listing or specifically dissented in accordance with subsection (b); otherwise the tenant shall not be entitled to recover any damages under this section.

(e) Should a tenant vacate the premises with unpaid rent or other amounts due and owing, the landlord may remove the deposit from the account and apply the moneys to the unpaid debt.

(f) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in the tenant's behalf.

(g) Nothing in this section precludes the landlord from recovering the costs of any and all contractual damages to which the landlord may be entitled, plus the cost of any additional physical damages to the premises that are discovered after an inspection that has been completed pursuant to subsection (b); provided, however, that costs of any physical damage to the premises may only be recovered if the damage was discovered by the landlord prior to the earlier of:

(1) Thirty (30) days after the tenant vacated or abandoned the premises; or

(2) Seven (7) days after a new tenant takes possession of the premises.

(h) Notwithstanding subsection (a), all landlords of residential property shall be required to notify their tenants at the time such persons sign the lease and submit the security deposit, of the location of the account required to be maintained pursuant to this section, but shall not be required to provide the account number to such persons.

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: A landlord must return the security deposit within 30 days after the tenant vacated the premises.

Legal Statute:

All landlords of residential property requiring security deposits prior to occupancy are required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the state or any agency of the United States government.

The tenant shall have the right to inspect the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit. Upon request by the landlord or within five days after the tenant's notice to vacate, the landlord may provide notice of the tenant's right to be present at the inspection.

If a tenant requests a mutual inspection, the landlord and tenant shall inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit and estimated repair costs. Both parties shall sign the listing.

No landlord shall be entitled to retain any portion of a security deposit if it was not deposited in the required account and a listing of damages is not provided.

A tenant who disputes the damage listing may bring an action in court, limited to items specifically dissented to in the original listing.

If the tenant vacates with unpaid rent, the landlord may apply the deposit to the unpaid debt. If the tenant leaves without owing rent, the landlord must notify the tenant of any refund due.

The landlord can recover additional damages discovered within 30 days after the tenant vacates or 7 days after a new tenant takes possession.

Landlords must notify tenants of the security deposit account location when signing the lease.

Permitted Uses of the Deposit:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit can be Withheld:

What This Means: No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in an account as required by subsection (a) and a listing of damages is not provided as required by subsection (b).

Legal Statute:

Current through Acts 2023-2024, ch. 1069

Section 66-28-301 - Security deposits

(a) All landlords of residential property requiring security deposits prior to occupancy are required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the state or any agency of the United States government.

(b) Except as otherwise provided in subdivision (b)(2)(B), the tenant shall have the right to inspect the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit. An inspection of the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit and the landlord's estimated costs to repair such damage shall be conducted as follows:

(1)

(A) Upon request by the landlord for a tenant to vacate or within five (5) days after receipt by the landlord of written notice of the tenant's intent to vacate, the landlord may provide notice to the tenant of the tenant's right to be present at the inspection of the premises. Such notice may advise the tenant that the tenant may request a time of inspection to be set by the landlord during normal working hours. The landlord may require the inspection to be after the tenant has

completely vacated the premises and is ready to surrender possession and return all means of access to the entire premises; provided, that the inspection shall be either on the day the tenant completely vacates the premises or within four (4) calendar days of the tenant vacating the premises. If the landlord provides written notice of the tenant's right to be present at the landlord's inspection and the tenant schedules an inspection, but fails to attend such inspection, the tenant waives the right to contest any damages found by the landlord as a result of such inspection by the landlord; provided, that notice of the tenant's waiver upon such circumstances is set out in the rental agreement;

(B) If a tenant requests a mutual inspection as provided in subdivision (b)(1)(A), the landlord and tenant shall then inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage. The landlord and tenant shall sign the listing. Except as provided in subsection (g), the signatures of the landlord and the tenant on the listing shall be conclusive evidence of the accuracy of the listing. If the tenant refuses to sign the listing, the tenant shall state specifically in writing the items on the list to which the tenant dissents;

(2)

(A) If the tenant has acted in any manner set out in subdivisions (b)(2)(B)(i)-(vi), the landlord may inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage without providing the tenant an opportunity to inspect the premises; provided, that the landlord provides a written copy, sent by certificate of mailing to the tenant, of the listing of any damages and estimated cost of repairs to the tenant upon the tenant's written request;

(B) The tenant shall not have a right to inspect the premises as provided in this section if the tenant has:

(i) Vacated the rental premises without giving written notice;

(ii) Abandoned the premises;

(iii) Been judicially removed from the premises;

(iv) Not contacted the landlord after the landlord's notice of right to mutual inspection of the premises;

(v) Failed to appear at the arranged time of inspection as provided in subdivision (b)(1); or

(vi) If the tenant has not requested a mutual inspection pursuant to subsection (b) or is otherwise inaccessible to the landlord.

(c) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in an account as required by subsection (a) and a listing of damages is not provided as required by subsection (b).

(d) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (b) may bring an action in a circuit or general sessions court of competent jurisdiction of this state. The tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the listing or specifically dissented in accordance with subsection (b); otherwise the tenant shall not be entitled to recover any damages under this section.

(e) Should a tenant vacate the premises with unpaid rent or other amounts due and owing, the landlord may remove the deposit from the account and apply the moneys to the unpaid debt.

(f) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in the tenant's behalf.

(g) Nothing in this section precludes the landlord from recovering the costs of any and all contractual damages to which the landlord may be entitled, plus the cost of any additional physical damages to the premises that are discovered after an inspection that has been completed pursuant to subsection (b); provided, however, that costs of any physical damage to the premises may only be recovered if the damage was discovered by the landlord prior to the earlier of:

(1) Thirty (30) days after the tenant vacated or abandoned the premises; or

(2) Seven (7) days after a new tenant takes possession of the premises.

(h) Notwithstanding subsection (a), all landlords of residential property shall be required to notify their tenants at the time such persons sign the lease and submit the security deposit, of the location of the account required to be maintained pursuant to this section, but shall not be required to provide the account number to such persons.

T.C.A. § 66-28-301

Acts 1975, ch. 245, § 2.101; T.C.A., § 64-2821; Acts 1984, ch. 645, § 1; 1992, ch. 995, §§ 2, 4-6; 1997, ch. 397, §§ 1, 2; 2001, ch. 153, § 4; 2004, ch. 683, § 1; 2005, ch. 156, § 2; 2008, ch. 1067, § 3; 2011, ch. 272, §§ 6-9; 2012, ch. 887, § 1.

Require Written Description/Itemized List of Damages and Charges:

What This Means: A landlord is required to inspect the property and make a detailed list of any damages beyond normal wear and tear. Tenants have the right to a mutual inspection.

Legal Statute:

Current through Acts 2023-2024, ch. 1069

Section 66-28-301 - Security deposits

(a) All landlords of residential property requiring security deposits prior to occupancy are required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the state or any agency of the United States government.

(b) Except as otherwise provided in subdivision (b)(2)(B), the tenant shall have the right to inspect the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit. An inspection of the premises to determine the tenant's liability for physical damages that are the basis for any charge against the security deposit and the landlord's estimated costs to repair such damage shall be conducted as follows:

(1)

(A) Upon request by the landlord for a tenant to vacate or within five (5) days after receipt by the landlord of written notice of the tenant's intent to vacate, the landlord may provide notice to the tenant of the tenant's right to be present at the inspection of the premises. Such notice may advise the tenant that the tenant may request a time of inspection to be set by the landlord during normal working hours. The landlord may require the inspection to be after the tenant has completely vacated the premises and is ready to surrender possession and return all means of access to the entire premises; provided, that the inspection shall be either on the day the tenant completely vacates the premises or within four (4) calendar days of the tenant vacating the premises. If the landlord provides written notice of the tenant's right to be present at the landlord's inspection and the tenant schedules an inspection, but fails to attend such inspection, the tenant waives the right to contest any damages found by the landlord as a result of such inspection by the landlord; provided, that notice of the tenant's waiver upon such circumstances is set out in the rental agreement;

(B) If a tenant requests a mutual inspection as provided in subdivision (b)(1)(A), the landlord and tenant shall then inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage. The landlord and tenant shall sign the listing. Except as provided in subsection (g), the signatures of the landlord and the tenant on the listing shall be conclusive evidence of the accuracy of the listing. If the tenant refuses to sign the listing, the tenant shall state specifically in writing the items on the list to which the tenant dissents;

(2)

(A) If the tenant has acted in any manner set out in subdivisions (b)(2)(B)(i)-(vi), the landlord may inspect the premises and compile a comprehensive listing of any presently ascertainable damage to the unit that is the basis for any charge against the security deposit and the estimated dollar cost of repairing the damage without providing the tenant an opportunity to inspect the premises; provided, that the landlord provides a written copy, sent by certificate of mailing to the tenant, of the listing of any damages and estimated cost of repairs to the tenant upon the tenant's written request;

(B) The tenant shall not have a right to inspect the premises as provided in this section if the tenant has:

(i) Vacated the rental premises without giving written notice;

(ii) Abandoned the premises;

(iii) Been judicially removed from the premises;

(iv) Not contacted the landlord after the landlord's notice of right to mutual inspection of the premises;

(v) Failed to appear at the arranged time of inspection as provided in subdivision (b)(1); or

(vi) If the tenant has not requested a mutual inspection pursuant to subsection (b) or is otherwise inaccessible to the landlord.

(c) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in an account as required by subsection (a) and a listing of damages is not provided as required by subsection (b).

(d) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (b) may bring an action in a circuit or general sessions court of competent jurisdiction of this state. The tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the listing or specifically dissented in accordance with subsection (b); otherwise the tenant shall not be entitled to recover any damages under this section.

(e) Should a tenant vacate the premises with unpaid rent or other amounts due and owing, the landlord may remove the deposit from the account and apply the moneys to the unpaid debt.

(f) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in the tenant's behalf.

(g) Nothing in this section precludes the landlord from recovering the costs of any and all contractual damages to which the landlord may be entitled, plus the cost of any additional physical damages to the premises that are discovered after an inspection that has been completed pursuant to subsection (b); provided, however, that costs of any physical damage to the premises may only be recovered if the damage was discovered by the landlord prior to the earlier of:

(1) Thirty (30) days after the tenant vacated or abandoned the premises; or

(2) Seven (7) days after a new tenant takes possession of the premises.

(h) Notwithstanding subsection (a), all landlords of residential property shall be required to notify their tenants at the time such persons sign the lease and submit the security deposit, of the location of the account required to be maintained pursuant to this section, but shall not be required to provide the account number to such persons.

T.C.A. § 66-28-301

Acts 1975, ch. 245, § 2.101; T.C.A., § 64-2821; Acts 1984, ch. 645, § 1; 1992, ch. 995, §§ 2, 4-6; 1997, ch. 397, §§ 1, 2; 2001, ch. 153, § 4; 2004, ch. 683, § 1; 2005, ch. 156, § 2; 2008, ch. 1067, § 3; 2011, ch. 272, §§ 6-9; 2012, ch. 887, § 1.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: No statute.

Legal Statute:

No content available

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Unless otherwise agreed by both parties, rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month. Upon agreement, rent shall be uniformly apportionable from day to day.

Legal Statute:

(a) The landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement, and other provisions governing the rights and obligations of parties. A rental agreement cannot provide that the tenant agrees to waive or forego rights or remedies under this chapter. The landlord or the landlord's agent shall advise in writing that the landlord is not responsible for, and will not provide, fire or casualty insurance for the tenant's personal property.

(b) In absence of a lease agreement, the tenant shall pay the reasonable value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand at the time and place agreed upon by the parties. Notice is specifically waived upon the nonpayment of rent by the tenant only if such a waiver is provided for in a written rental agreement. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month. Upon agreement, rent shall be uniformly apportionable from day to day.

(d) There shall be a five-day grace period beginning the day the rent was due to the day a fee for the late payment of rent may be charged. The date the rent was due shall be included in the calculation of the five-day grace period. If the last day of the five-day grace period occurs on a Sunday or legal holiday, as defined in § 15-1-101, the landlord shall not impose any charge or fee for the late payment of rent; provided, that the rent is paid on the next business day. Any charge or fee, however described, which is charged by the landlord for the late payment of rent, shall not exceed ten percent (10%) of the amount of rent past due.

T.C.A. § 66-28-201

Amended by 2013 Tenn. Acts, ch. 206, s 1, eff. 4/23/2013.

Acts 1975, ch. 245, § 1.401; T.C.A., § 64-2811; Acts 1984, ch. 876, § 1; 1986, ch. 747, § 1; 1989, ch. 503, § 1; 2000, ch. 666, § 1; 2001, ch. 154, § 1; 2011, ch. 272, § 4.

Payment Methods:

What This Means: Tenants are able to pay rent in various methods, but must be approved by the landlord.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute.

Legal Statute:

No content available

Late Fees:

What This Means: A landlord is permitted to charge a fee for late payment of rent beginning after the fifth day that rent is due. It shall not exceed ten percent (10%) of the amount of rent past due.

Legal Statute:

(a) The landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement, and other provisions governing the rights and obligations of parties. A rental agreement cannot provide that the tenant agrees to waive or forego rights or remedies under this chapter. The landlord or the landlord's agent shall advise in writing that the landlord is not responsible for, and will not provide, fire or casualty insurance for the tenant's personal property.

(b) In absence of a lease agreement, the tenant shall pay the reasonable value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand at the time and place agreed upon by the parties. Notice is specifically waived upon the nonpayment of rent by the tenant only if such a waiver is provided for in a written rental agreement. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month. Upon agreement, rent shall be uniformly apportionable from day to day.

(d) There shall be a five-day grace period beginning the day the rent was due to the day a fee for the late payment of rent may be charged. The date the rent was due shall be included in the calculation of the five-day grace period. If the last day of the five-day grace period occurs on a Sunday or legal holiday, as defined in § 15-1-101, the landlord shall not impose any charge or fee for the late payment of rent; provided, that the rent is paid on the next business day. Any charge or fee, however described, which is charged by the landlord for the late payment of rent, shall not exceed ten percent (10%) of the amount of rent past due.

T.C.A. § 66-28-201

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Acts 1975, ch. 245, § 1.401; T.C.A., § 64-2811; Acts 1984, ch. 876, § 1; 1986, ch. 747, § 1; 1989, ch. 503, § 1; 2000, ch. 666, § 1; 2001, ch. 154, § 1; 2011, ch. 272, § 4.

Application Fees:

What This Means: There are no specific limits on the amount landlords can charge for rental application fees in Tennessee.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: The landlord is authorized to assess a handling charge against the check maker in an amount not to exceed \$30.00.

Legal Statute:

When any check, draft, or order is not paid by the drawee because the maker or drawer did not have an account with or sufficient funds on deposit with the financial institution, or the draft,

check, or order has an incorrect or insufficient signature thereon, the payee of such check, draft, or order is authorized to assess a handling charge against such maker or drawer in an amount not to exceed thirty dollars (\$30.00).

T.C.A. § 47-29-102

Acts 1988, ch. 868, § 5; 2005, ch. 349, § 1.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Tenants are permitted to withhold rent if the landlord fails to make necessary repairs or provide essential services.

Legal Statute:

(a)

(1) If the landlord deliberately or negligently fails to supply essential services, the tenant shall give written notice to the landlord specifying the breach and may do one (1) of the following:

(A) Procure essential services during the period of the landlord's noncompliance and deduct their actual and reasonable costs from the rent;

(B) Recover damages based upon the diminution in the fair rental value of the dwelling unit, provided tenant continues to occupy premises; or

(C) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

(2) In addition to the remedy provided in subdivision (a)(1)(C), the tenant may recover the actual and reasonable value of the substitute housing and in any case under this subsection (a), reasonable attorney's fees.

(3) "Essential services" means utility services, including gas, heat, electricity, and any other obligations imposed upon the landlord which materially affect the health and safety of the tenant.

(b) A tenant who proceeds under this section may not proceed under § 66-28-501 or § 66-28-503 as to that breach.

(c) The rights under this section do not arise until the tenant has given written notice to the landlord and has shown that the condition was not caused by the deliberate or negligent act or

omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

Tenant Allowed to Repair and Deduct Rent:

What This Means: Tenants are permitted to pay for necessary repairs and deduct the cost of future rent. Tenants should document all repairs and receipts to provide to their landlord for verification.

Legal Statute:

(a)

(1) If the landlord deliberately or negligently fails to supply essential services, the tenant shall give written notice to the landlord specifying the breach and may do one (1) of the following:

(A) Procure essential services during the period of the landlord's noncompliance and deduct their actual and reasonable costs from the rent;

(B) Recover damages based upon the diminution in the fair rental value of the dwelling unit, provided tenant continues to occupy premises; or

(C) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

(2) In addition to the remedy provided in subdivision (a)(1)(C), the tenant may recover the actual and reasonable value of the substitute housing and in any case under this subsection (a), reasonable attorney's fees.

(3) "Essential services" means utility services, including gas, heat, electricity, and any other obligations imposed upon the landlord which materially affect the health and safety of the tenant.

(b) A tenant who proceeds under this section may not proceed under § 66-28-501 or § 66-28-503 as to that breach.

(c) The rights under this section do not arise until the tenant has given written notice to the landlord and has shown that the condition was not caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

Self-Help Evictions:



What This Means: Self-help evictions are illegal. They are considered disorderly conduct. Landlords engaging in self-help evictions can be sued by the tenant.

Legal Statute:

Current through Acts 2023-2024, ch. 1069

Section 66-28-514 - Retaliatory conduct prohibited

(a) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession because the tenant:

- (1) Has complained to the landlord of a violation under § 66-28-301; or
- (2) Has made use of remedies provided under this chapter.

(b)

(1) Notwithstanding subsection (a), a landlord may bring an action for possession if:

(A) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in the tenant's household or upon the premises with the tenant's consent;

(B) The tenant is in default in rent; or

(C) Compliance with the applicable building or housing code requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit.

(2) The maintenance of the action does not release the landlord from liability under § 66-28-501(b).

T.C.A. § 66-28-514

Acts 1975, ch. 245, § 5.101; T.C.A., § 64-2854.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: The landlord may bring an action for possession, back rent and reasonable attorney's fees as well as any other damages provided for in the lease if a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination.

Legal Statute:

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten (10) days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days prior to the periodic rental date specified in the notice.

(c) If a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession, back rent and reasonable attorney's fees as well as any other damages provided for in the lease. If the tenant's holdover is willful and not in good faith, the landlord, in addition, may also recover actual damages sustained by the landlord, plus reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, § 66-28-201(c) shall apply.

T.C.A. § 66-28-512

Acts 1975, ch. 245, § 4.301; T.C.A., § 64-2852; Acts 2011, ch. 272, § 12.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: If the tenant abandons the dwelling unit, the landlord shall use reasonable efforts to rerent the dwelling unit at a fair rental.

Legal Statute:

(a) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven (7) days as required in § 66-28-404 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(b) During any absence of the tenant in excess of seven (7) days, the landlord may enter the dwelling unit at times reasonably necessary.

(c) If the tenant abandons the dwelling unit, the landlord shall use reasonable efforts to rerent the dwelling unit at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, the rental agreement is terminated as of the date of the new tenancy. If the tenancy is from month-to-month, or week-to-week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

T.C.A. § 66-28-507

Acts 1975, ch. 245, § 4.203; T.C.A., § 64-2847.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No statute.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: The landlord or the tenant may terminate a month-to-month lease with a written notice given to the other at least thirty (30) days prior to the periodic rental date specified in the notice.

Legal Statute:

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten (10) days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days prior to the periodic rental date specified in the notice.

(c) If a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession, back rent and reasonable attorney's fees as well as any other damages provided for in the lease. If the tenant's holdover is willful and not in good faith, the landlord, in addition, may also recover actual damages sustained by the landlord, plus reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, § 66-28-201(c) shall apply.

T.C.A. § 66-28-512

Acts 1975, ch. 245, § 4.301; T.C.A., § 64-2852; Acts 2011, ch. 272, § 12.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: The landlord or the tenant may terminate a week-to-week lease with a written notice given to the other party at least ten (10) days prior to the termination date specified in the notice.

Legal Statute:

Current through Acts 2023-2024, ch. 1069

Section 66-28-512 - Termination of periodic tenancy - Holdover remedies

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten (10) days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days prior to the periodic rental date specified in the notice.

(c) If a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession, back rent and reasonable attorney's fees as well as any other damages provided for in the lease. If the tenant's holdover is willful and not in good faith, the landlord, in addition, may also recover actual damages sustained by the landlord, plus reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, § 66-28-201(c) shall apply.

T.C.A. § 66-28-512

Acts 1975, ch. 245, § 4.301; T.C.A., § 64-2852; Acts 2011, ch. 272, § 12.

Notice to Terminate Lease due to Sale of Property:

What This Means: The owner must give each tenant at least two (2) months' actual notice of such owner's or lessor's intent to convert such tenant's property from a rental unit to a property for sale.

Legal Statute:

Section 66-27-123 - Notice to tenant of intent to convert rental units to units for sale

(a) All owners or lessors of buildings, apartments, rooms, office spaces, or other units, all of which terms in this section shall be referred to as units or unit, which are presently being occupied by one (1) or more persons under a lease or other rental agreement, shall give each tenant at least two (2) months' actual notice of such owner's or lessor's intent to convert such tenant's unit from a rental unit to a condominium, condominium project or other unit which is offered or proposed to be offered for sale. The notice shall specify that the tenant has the right to continue renting such unit at the same rental rate until the expiration of the two-month notice period required by this section.

(b) No sale of a unit which was converted from a rental unit to a unit offered for sale to a person other than the tenant last renting such unit shall be valid unless such tenant has received two

(2) months' actual notice of the owner's or lessor's intent to convert such unit. This provision shall apply regardless of whether the tenant's lease or other rental agreement expires prior to the end of the two-month notice period.

(c) If an owner or lessor converts a rental unit to a unit offered for sale without giving the tenant of such unit at least two (2) months' actual notice of the conversion, such tenant may elect to remain, with or without a lease, in the unit at the same rental rate until the expiration of a two-month period from the date the tenant received such actual notice or the tenant may vacate the unit immediately upon receiving such actual notice and the owner or lessor shall pay such tenant all reasonable expenses incurred in moving to another location. If a tenant is in a position to make the election provided by this subsection (c) and does not vacate the premises immediately, the owner or lessor shall not be obligated to pay the tenant's moving expenses. The election provided by this subsection (c) shall apply regardless of whether the tenant's lease or other rental agreement has or would have expired prior to the end of the two-month notice period.

(d) If it is necessary for a tenant to institute a court action to enforce this section and the tenant is the prevailing party, the court shall require the owner or lessor to reimburse the tenant for all reasonable costs incurred in bringing such action, including attorney fees, and shall tax all court costs against the owner or lessor.

(e) This section shall apply to all units which are converted from rental units to units offered for sale on or after December 1, 1979; provided, that this section shall apply only to Class 1 and Class 2 counties as established by § 8-24-101.

T.C.A. § 66-27-123

Acts 1979, ch. 293, §§ 1-3; T.C.A., § 64-2723.

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: A landlord must give fourteen (14) days' notice of termination of tenancy for the purpose of eviction of a residential tenant

Legal Statute:

Current through Acts 2023-2024, ch. 1069

Section 66-7-109 - Notice of termination by landlord - Testimony of manager against tenant

(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-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) Through (i) - [Full remaining text as in original document]

Notice for Lease Violation:

What This Means: A landlord must give thirty (30) days' notice of termination of tenancy for the purpose of eviction of a residential tenant for a lease violation

Legal Statute:

Current through Acts 2023-2024, ch. 1069

Section 66-7-109 - Notice of termination by landlord - Testimony of manager against tenant

(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-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 (3) 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 Act.

(h) Notwithstanding a rental agreement to the contrary, a manager may testify against a tenant under this chapter in the same manner as a landlord or owner.

(i)

(1) As used in this subsection (i):

(A) "Facility" means a facility that:

(i) Provides housing for older persons, as defined in 42 U.S.C. § 3607(b)(2)(C); and

(ii) Receives federal financial assistance that subjects it to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794);

(B) "New property development" means:

(i) Razing a facility to use the real property on which the facility is located for purposes other than to provide housing for older persons, as defined in 42 U.S.C. § 3607(b)(2)(C); or

(ii) Renovating a facility in a manner that requires the tenants of the facility to vacate the facility in order to turn the facility into residential housing offered at a market rate; and

(C) \"Residential tenant\" means a residential tenant who has a lease or other agreement to live in a facility and who is fifty-five (55) years of age or older.

(2) A landlord shall provide sixty (60) days' notice of termination of tenancy for the purpose of eviction of a residential tenant of a facility if:

(A) The tenant has paid the tenant's rent due and is not in arrears on rent payments; and

(B) The termination and eviction are to allow for new property development.

(3) This subsection (i) does not abrogate a landlord's right to terminate a tenancy for a violation of another law or of the lease or tenancy agreement.

T.C.A. § 66-7-109

Amended by 2023 Tenn. Acts, ch. 400, s 2, eff. 7/1/2023.

Amended by 2021 Tenn. Acts, ch. 100, s 3, eff. 7/1/2021.

Amended by 2020 Tenn. Acts, ch. 528, s 2, eff. 7/1/2020.

Amended by 2019 Tenn. Acts, ch. 236, s 2, eff. 7/1/2019.

Amended by 2018

Required Notice before Entry:

What This Means: No statute, but 24 hours is recommended.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: The tenant shall not withhold consent to the landlord to enter onto the premises, including entering into the dwelling unit, in order to inspect the premises, make necessary or agreed repairs, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, workers or contractors.

Legal Statute:

(a) The tenant shall not unreasonably withhold consent to the landlord to enter onto the premises, including entering into the dwelling unit, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, workers or contractors.

(b) The landlord may enter the premises without consent of the tenant in case of emergency. \"Emergency\" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

(c) Where no known emergency exists, if any utilities have been turned off due to no fault of the landlord, the landlord shall be permitted to enter the premises. The landlord may inspect the premises to ascertain any damages to the premises and make necessary repairs of damages resulting from the lack of utilities.

(d) The landlord shall not abuse the right of access or use it to harass the tenant.

(e) The landlord has no right of access to the premises except:

(1) By court order;

(2) As permitted by this section, §§ 66-28-506 and 66-28-507(b);

(3) If the tenant has abandoned or surrendered the premises;

(4) If the tenant is deceased, incapacitated or incarcerated; or

(5) Within the final thirty (30) days of the termination of the rental agreement for the purpose of showing the premises to prospective tenants; provided, that such right of access is set forth in the rental agreement and notice is given to the tenant at least twenty-four (24) hours prior to entry.

Emergency Entry Allowed without Notice:

What This Means: The landlord may enter the premises without consent of the tenant in case of emergency.

Legal Statute:

(a) The tenant shall not unreasonably withhold consent to the landlord to enter onto the premises, including entering into the dwelling unit, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or

agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, workers or contractors.

(b) The landlord may enter the premises without consent of the tenant in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

(c) Where no known emergency exists, if any utilities have been turned off due to no fault of the landlord, the landlord shall be permitted to enter the premises. The landlord may inspect the premises to ascertain any damages to the premises and make necessary repairs of damages resulting from the lack of utilities.

(d) The landlord shall not abuse the right of access or use it to harass the tenant.

(e) The landlord has no right of access to the premises except:

(1) By court order;

(2) As permitted by this section, §§ 66-28-506 and 66-28-507(b);

(3) If the tenant has abandoned or surrendered the premises;

(4) If the tenant is deceased, incapacitated or incarcerated; or

(5) Within the final thirty (30) days of the termination of the rental agreement for the purpose of showing the premises to prospective tenants; provided, that such right of access is set forth in the rental agreement and notice is given to the tenant at least twenty-four (24) hours prior to entry.

T.C.A. § 66-28-403

Acts 1975, ch. 245, § 3.103; T.C.A., § 64-2833; Acts 2011 , ch. 272, § 10.

Entry Allowed During Tenant's Extended Absence:

What This Means: During any absence of the tenant for more than seven (7) days, the landlord is permitted to enter the dwelling unit at times reasonably necessary.

Legal Statute:

(a) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven (7) days as required in § 66-28-404 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(b) During any absence of the tenant in excess of seven (7) days, the landlord may enter the dwelling unit at times reasonably necessary.

(c) If the tenant abandons the dwelling unit, the landlord shall use reasonable efforts to re-rent the dwelling unit at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, the rental agreement is terminated as of the date of the new tenancy. If the tenancy is from month-to-month, or week-to-week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

T.C.A. § 66-28-507

Acts 1975, ch. 245, § 4.203; T.C.A., § 64-2847.

Entry Allowed with Notice for Showing the Property:

What This Means: The tenant shall not withhold consent to the landlord to enter onto the premises, including entering into the dwelling unit, in order to exhibit the premises to prospective or actual purchasers, mortgagees, workers or contractors.

Legal Statute:

(a) The tenant shall not unreasonably withhold consent to the landlord to enter onto the premises, including entering into the dwelling unit, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, workers or contractors.

(b) The landlord may enter the premises without consent of the tenant in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

(c) Where no known emergency exists, if any utilities have been turned off due to no fault of the landlord, the landlord shall be permitted to enter the premises. The landlord may inspect the premises to ascertain any damages to the premises and make necessary repairs of damages resulting from the lack of utilities.

(d) The landlord shall not abuse the right of access or use it to harass the tenant.

(e) The landlord has no right of access to the premises except:

(1) By court order;

(2) As permitted by this section, §§ 66-28-506 and 66-28-507(b);

(3) If the tenant has abandoned or surrendered the premises;

(4) If the tenant is deceased, incapacitated or incarcerated; or

(5) Within the final thirty (30) days of the termination of the rental agreement for the purpose of showing the premises to prospective tenants; provided, that such right of access is set forth in the rental agreement and notice is given to the tenant at least twenty-four (24) hours prior to entry.

T.C.A. § 66-28-403

Acts 1975, ch. 245, § 3.103; T.C.A., § 64-2833; Acts 2011 , ch. 272, § 10.

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are not permitted.

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: If a rental lease agreement states that the tenant must have utility services transferred into their name(s), and the tenant(s) fails to do so within three (3) days of occupying the rental property, the landlord has the right to disconnect the utilities, provided that the utility services are currently in the landlord's name.

Legal Statute:

If a written rental agreement requires the tenant to have utility services placed in the tenant's name and the tenant fails to do so within three (3) days of occupancy of the rented premises, the landlord may have such utility services terminated if the existing utility service is in the name of the landlord.

T.C.A. § 66-28-521

Acts 2003, ch. 318, § 1; 2011, ch. 272, §§ 14, 15.

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key Tennessee Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Tennessee.

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Links To Statutes

- [Tenn. Code Ann. § 66-28-301\(a\)](#) – Security deposits
- [Tenn. Code Ann. § 66-28-301\(b\)\(2\)\(A\)](#) – Security deposits
- [Tenn. Code Ann. § 66-28-301\(g\)\(1\)](#) – Security deposits
- [Tenn. Code Ann. § 66-28-301\(b\)\(2\)](#) – Security deposits
- [Tenn. Code Ann. § 66-28-301\(b\)\(1\)\(B\)](#) – Security deposits
- [Tenn. Code Ann. § 66-28-201\(c\)](#) – Terms and conditions
- [Tenn. Code Ann. § 66-28-201\(d\)](#) – Terms and conditions
- [Rent](#)

- [Tenn. Code Ann. § 47-29-102](#) – Handling charge
- [Tenn. Code Ann. § 68-111-104](#) – Inspection
- [Tenn. Code Ann. § 66-28-502](#) – Failure to supply essential services
- [Tenn. Code Ann. § 66-28-512\(c\)](#) – Landlord Recover Court and Attorney Fees
- [Tenn. Code Ann. § 66-28-512\(b\)](#) – Termination of periodic tenancy – Holdover remedies
- [Tenn. Code Ann. § 66-28-512\(a\)](#) – Termination of periodic tenancy – Holdover remedies
- [Tenn. Code Ann. § 66-28-507](#) – Landlord Mitigate Damages
- [Tenn. Code Ann. § 66-28-501](#) – Noncompliance with rental agreement by landlord
- [Tenn. Code Ann. § 66-7-109\(d\)](#) – Notice of termination by landlord – Testimony of manager against tenant
- [Tenn. Code Ann. § 66-7-109](#) and [§ 66-28-505](#) – Notice of termination by landlord – Testimony of manager against tenant
- [Tenn. Code Ann. § 66-7-109](#) – Termination for Lease Violation and Tenn.Code Ann. § 66-28-505 – Noncompliance by tenant – Failure to pay rent
- [Tenn. Code Ann. § 66-7-107\(a\)](#) – Termination for knowing controlled substance or prostitution violations
- [Tenn. Code Ann. § 66-28-403\(a\)](#) – Access by landlord
- [Tenn. Code Ann. § 66-28-403\(b\)](#) – Access by landlord
- [Tenn. Code Ann. § 66-28-403\(e\)\(5\)](#) – Access by landlord
- [Tenn. Code Ann. § 66-28-519](#) – Towing of vehicles
- [Tenn. Code Ann. § 66-28-404](#) – Use and occupation by tenant
- [Tenn. Code Ann. § 66-28-405](#) – Abandonment
- [Tenn. Code Ann. § 66-28-304](#) – Maintenance by landlord
- [Tenn. Code Ann. § 66-28-401](#) – General maintenance and conduct obligations
- [Tenn. Code Ann. § 66-28-302](#) – [Effective 1/1/2025] Address of landlord or agent
- [Tenn. Code Ann. § 66-7-101](#) – Writing required for long term leases – Authentication and registration

- [Tenn. Code Ann. § 66-7-104 and § 66-7-106](#) – Physically disabled persons' access to housing accommodations
- [Tenn. Code Ann. § 66-28-108](#) – Notification sent by e-mail
- [Tenn. Code Ann. § 66-28-402](#) – Rules and regulations
- [Tenn. Code Ann. § 66-28-514](#) – Retaliatory conduct prohibited
- [Tenn. Code Ann. § 66-28-107](#) – Business License
- [Tenn. Code Ann. § 16-15-501\(d\)](#) – General jurisdiction
- [Tenn. Code Ann. § 28-3-109](#) – Rent – Official misconduct – Contracts not otherwise covered – Title insurance – Demand notes
- [Tenn. Code Ann. § 28-3-105](#) – Property tort actions – Statutory liabilities
- [Tenn. Code § 66-28-521](#) – Termination of utility services
- [Tenn. Code Ann. § 66-28-517](#) – Domestic Violence Situations