

66-28-501. Noncompliance with rental agreement by landlord.

(a) Except as provided in this chapter, the tenant may recover damages, obtain injunctive relief and recover reasonable attorney's fees for any noncompliance by the landlord with the rental agreement or any section of this chapter upon giving fourteen (14) days' written notice.

(b) If the rental agreement is terminated for noncompliance after sufficient notice, the landlord shall return all prepaid rent and security deposits recoverable by the tenant under § 66-28-301.

[Acts 1975, ch. 245, § 4.101; 1978, ch. 735, § 1; T.C.A., § 64-2841.]

66-28-502. Failure to supply essential services.

(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.

[Acts 1975, ch. 245, § 4.102; 1978, ch. 735, § 2; T.C.A., § 64-2842.]

66-28-503. Fire or casualty damage.

(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use of the dwelling unit is substantially impaired, the tenant:

(1) May immediately vacate the premises; and

(2) Shall notify the landlord in writing within fourteen (14) days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.

(b) If the rental agreement is terminated, the landlord shall return all prepaid rent and security deposits recoverable under § 66-28-301. Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty.

[Acts 1975, ch. 245, § 4.103; T.C.A., § 64-2843.]

66-28-504. Unlawful ouster, exclusion, or diminution of service.

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting essential services as provided in the rental agreement to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover actual damages sustained by the tenant, and punitive damages when appropriate, plus a reasonable attorney's fee. If the rental agreement is terminated under this section, the landlord shall return all prepaid rent and security deposits.

[Acts 1975, ch. 245, § 4.104; T.C.A., § 64-2844.]

66-28-505. Noncompliance by tenant - Failure to pay rent.

(a) Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with § 66-28-401 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach, and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the rental agreement shall terminate as provided in the notice, subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, 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) If rent is unpaid when due and the tenant fails to pay, written notice by the landlord of nonpayment is required unless otherwise specifically waived in a written rental agreement. The rental agreement is enforceable for collection of rent for the remaining term of the rental agreement.

(c) Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or § 66-28-401. The landlord may recover reasonable attorney's fees for breach of contract and nonpayment of rent as provided in the rental agreement.

(d) The landlord may recover punitive damages for willful destruction of property.

[Acts 1975, ch. 245, § 4.201; T.C.A., § 64-2845.]

66-28-506. Failure of tenant to maintain dwelling.

If there is noncompliance by the tenant with § 66-28-401 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen (14) days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.

[Acts 1975, ch. 245, § 4.202; T.C.A., § 64-2846.]

66-28-507. Absence, nonuse or abandonment by tenant.

- (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.

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

66-28-508. Waiver of landlord's right to terminate.

If the landlord accepts rent without reservation and with knowledge of a tenant default, the landlord by such acceptance condones the default and thereby waives such landlord's right and is estopped from terminating the rental agreement as to that breach.

[Acts 1975, ch. 245, § 4.204; T.C.A., § 64-2848.]

66-28-509. Landlord liens.

A contracted lien or security interest on behalf of the landlord in the tenant's household goods shall not be enforceable unless perfected by a Uniform Commercial Code filing with the secretary of state. All other liens are hereby expressly prohibited under this chapter. The landlord shall be responsible for releasing lien at expiration or termination of the lease.

[Acts 1975, ch. 245, § 4.205; T.C.A., § 64-2849.]

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66-28-510. Landlord's remedy after termination.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees.

[Acts 1975, ch. 245, § 4.206; T.C.A., § 64-2850.]

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66-28-511. Recovery of possession by landlord limited.

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in this chapter.

[Acts 1975, ch. 245, § 4.207; T.C.A., § 64-2851.]

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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 the 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 and if the tenant's holdover is willful and not in good faith, the landlord, in addition, may 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) applies.

[Acts 1975, ch. 245, § 4.301; T.C.A., § 64-2852.]

66-28-513. Remedies for abuse of access.

(a) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover actual damages and reasonable attorney's fees.

(b) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In either case, the tenant may recover actual damages and reasonable attorney's fees.

[Acts 1975, ch. 245, § 4.302; T.C.A., § 64-2853.]

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 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).

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

66-28-515. Administration of remedies - Enforcement.

- (a) The remedies provided by this chapter shall be so administered that the aggrieved party may recover lawful damages. The aggrieved party has an obligation and duty to mitigate damages.
- (b) Any right or obligation declared by this chapter is enforceable by legal action unless the provision declaring it specifies a different and limited effect.

[Acts 1975, ch. 245, § 1.105; T.C.A., § 64-2855.]

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66-28-516. Obligation of good faith.

Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.

[Acts 1975, ch. 245, § 1.302; T.C.A., § 64-2856.]

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66-28-517. Termination by landlord for violence or threats to health, safety, or welfare of persons or property.

(a) A landlord may terminate a rental agreement within three (3) days from the date written notice is delivered to the tenant if 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 or persons on the premises.

(b) The notice required by this section shall specifically detail the violation which has been committed and shall be effective only from the date of receipt of the notice by the tenant.

(c) Upon receipt of such written notice, the tenant shall be entitled to immediate access to any court of competent jurisdiction for the purpose of obtaining a temporary or permanent injunction against such termination by the landlord.

(d) Nothing in this section shall be construed to allow a landlord to recover or take possession of the dwelling unit by action or otherwise including willful diminution of services to the tenant by interrupting or causing interruption of electric, gas or other essential service to the tenant except in the case of abandonment or surrender.

(e) If the landlord's action in terminating the lease under this provision is willful and not in good faith, the tenant may in addition recover actual damages sustained by the tenant plus reasonable attorney's fees.

(f) The failure to bring an action for or to obtain an injunction may not be used as evidence in any action to recover possession of the dwelling unit.

[Acts 1983, ch. 271, § 1.]

66-28-518. Towing of unauthorized vehicles.

- (a) A landlord may have an unauthorized vehicle towed or otherwise removed from real property leased or rented by such landlord for residential purposes, upon giving ten (10) days written notice by posting the same upon the subject vehicle.
- (b) A landlord may have a tenant's, occupant's, tenant's guest's, or trespasser's vehicle immediately towed or otherwise removed from such real property, without notice, if and when such person fails to comply with the landlord's permit parking policy as defined in the landlord's posted signage.
- (c) A landlord may have a tenant's, occupant's, tenant's guest's, or trespasser's vehicle immediately towed or otherwise removed from such real property, without notice, for such person's failure to comply with the landlord's posted signage relative to traffic and parking restrictions, including, but not limited to, traffic lanes, fire lanes, fire hydrants, handicapped areas, and/or the blocking of trash receptacles.
- (d) The owner or lessee of a vehicle that has been removed pursuant to this section may make application to take possession of such vehicle and remove such vehicle from the place to which it has been removed or stored by paying the costs of removing such vehicle, plus the accrued towing and storage charges.

[Acts 1999, ch. 284, § 1.]

66-28-519. Towing of vehicles.

A landlord may have the following vehicles towed or otherwise removed from real property leased or rented by such landlord for residential purposes, upon giving a ten-day written notice by posting the same upon the subject vehicle:

- (1) A vehicle with one (1) or more flat or missing tires;
- (2) A vehicle unable to operate under its own power;
- (3) A vehicle with a missing or broken windshield or more than one (1) broken or missing window;
- (4) A vehicle with one (1) or more missing fenders or bumpers; or
- (5) A motor vehicle that has not been in compliance with all applicable local or state laws relative to titling, licensing, operation, and registration for more than thirty (30) days.

[Acts 1999, ch. 284, § 1.]

66-28-520. Towing of nuisance vehicles.

Any nuisance vehicle located on or about the premises of real property that has been leased or rented for residential purposes may be towed or otherwise removed from such premises by the landlord upon giving twenty-four (24) hours written notice by posting the same upon the subject vehicle.

[Acts 1999, ch. 284, § 1.]

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66-28-521. Termination of utility services.

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 ten (10) 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. The provisions of this section shall not apply unless the landlord has exercised the right to terminate utility services within forty-five (45) days of occupancy by the tenant.

[Acts 2003, ch. 318, § 1.]

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