

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 of Tennessee or any agency of the United States government. Prospective tenants shall be informed of the location of the separate account.

(b) Within ten (10) business days of the termination of occupancy but prior to any repairs or cleanup of the premises, the landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign such listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant refuses to sign such listing, the tenant shall state specifically in writing the items on the list to which the tenant dissents, and shall sign such statement of dissent. If the tenant has moved or is otherwise inaccessible to the landlord, the landlord shall mail a copy of the listing of damages and estimated cost of repairs to the tenant at the tenant's last known mailing address.

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

(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 reasonable 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) This section does not preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this chapter.

(h) (1) Notwithstanding the provisions of 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 separate account required to be maintained pursuant to this section, but shall not be required to provide the account number to such persons, nor shall they be required to provide such information to a person who is a prospective tenant.

(2) The provisions of subdivision (h)(1) do not apply in counties having a population according to the 1990 federal census or any subsequent federal census, of:

not less than

80,000
92,200
118,400
140,000

nor more than

83,000
92,500
118,700
145,000

[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.]

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66-28-302. Address of landlord or agent.

(a) The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:

(1) The agent authorized to manage the premises; and

(2) An owner of the premises or a person or agent authorized to act for and on behalf of the owner for the acceptance of service of process and for receipt of notices and demands.

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for the purpose of service of process and receiving and receipting for notices and demands.

[Acts 1975, ch. 245, § 2.102; T.C.A., § 64-2822.]

66-28-303. Possession of dwelling.

At the commencement of the terms, the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and § 66-28-304. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in § 66-28-512(c).

[Acts 1975, ch. 245, § 2.103; T.C.A., § 64-2823.]

66-28-304. Maintenance by landlord.

(a) The landlord shall:

(1) Comply with requirements of applicable building and housing codes materially affecting health and safety;

(2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

(3) Keep all common areas of the premises in a clean and safe condition; and

(4) In multi-unit complexes of four (4) or more units, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste from common points of collection subject to § 66-28-401(3).

(b) If the duty imposed by subdivision (a)(1) is greater than any duty imposed by any other paragraph of subsection (a), the landlord's duty shall be determined by reference to subdivision (a)(1).

(c) The landlord and tenant may agree in writing that the tenant perform specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(d) The landlord may not treat performance of the separate agreement described in subsection (c) as a condition to any obligation or performance of any rental agreement.

[Acts 1975, ch. 245, § 2.104; T.C.A., § 64-2824.]

66-28-305. Limitation of landlord's liability.

Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit subject to a rental agreement in good faith sale to a bona fide purchaser, landlord and/or agent is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to written notice to the tenant of the conveyance. However, the landlord remains jointly liable to the tenant for any property and money to which the tenant is entitled under § 66-28-301.

[Acts 1975, ch. 245, § 2.105; T.C.A., § 64-2825.]