

## Tennessee Landlord Tenant Law –

The purpose of this site is to provide landlords and tenants with information about their responsibilities and legal rights. This site is not intended to be a substitute for professional legal advice. Because factual circumstances vary in each case, detailed legal research or opinion may be necessary to resolve any problems.

### TITLE 29 REMEDIES AND SPECIAL PROCEEDINGS CHAPTER 15 EJECTMENT

#### **29-15-101. Alternative actions.**

Where the action is to recover real property, ejectment, or forcible or unlawful entry or detainer may be brought.

[Code 1858, \_ 2750; Shan., \_ 4441; Code 1932, \_ 8567; T.C.A. (orig. ed.), \_ 23-1301.]

#### **29-15-102. Right to ejectment.**

Any person having a valid subsisting legal interest in real property, and a right to the immediate possession thereof, may recover the same by an action of ejectment.

[Code 1858, \_ 3229; Shan., \_ 4970; Code 1932, \_ 9118; T.C.A. (orig. ed.), \_ 23-1302.]

#### **29-15-103. Parties defendant.**

- (a) The action is brought against the actual occupant, if any, and, if no such occupant, then against any person claiming an interest therein, or exercising acts of ownership at the commencement of the suit.
- (b) When the suit is against a tenant by a party claiming adversely to the title of his landlord, the landlord may appear and be made a defendant with, or in the place of, the tenant.

[Code 1858, \_\_ 3231, 3232 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_\_ 4972, 4973; Code 1932, \_\_ 9120, 9121; T.C.A. (orig. ed.), \_ 23-1303.]

#### **29-15-104. Contents of declaration.**

It is sufficient for the plaintiff to allege in his declaration that he was possessed of the premises sued for at the time specified, which should be after his title accrued, and, being so possessed thereof, the defendant afterwards, on a day stated, entered thereon, and unlawfully withholds the same, to the plaintiff's damage, naming the sum. The plaintiff's declaration shall specify the quantity of his estate and the extent of his interest, according to the truth, and describe the premises, with convenient certainty, by metes and bounds, or other appropriate description.

[Code 1858, \_\_ 3234, 3235 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_\_ 4975, 4976; Code 1932, \_\_ 9123, 9124; T.C.A. (orig. ed.), \_ 23-1305.]

#### **29-15-105. Joinder of counts and parties.**

- (a) The declaration may contain several counts, and several parties may be named as plaintiffs, jointly in one count and separately in others, but not without the consent of the party in person, or by a duly authorized agent, unless he be tenant in common with the party commencing the suit.
- (b) If the name of a person be used as a plaintiff contrary to this provision, the suit shall be dismissed at the cost of the plaintiff, on motion of the defendant and the proof of want of authority.

[Code 1858, \_ 3236 (deriv. Acts 1825, ch. 63, \_\_ 1, 2; 1851-1852, ch. 152, \_ 2); Shan., \_ 4977; Code 1932, \_ 9125; T.C.A. (orig. ed.), \_ 23-1306.]

#### **29-15-106. Death of parties.**

- (a) The death of either party does not abate the action, but it may be revived in favor of the heirs or devisees of the plaintiff, and against the heirs and terre-tenants of the defendant.
- (b) If the heirs are nonresident, the court may order publication to be made for them, as in the case of other nonresident defendants; and, if they fail to appear and defend, judgment by default may be taken, subject to the rules and regulations of this Code touching judgments against nonresident defendants.
- (c) If any of the heirs of a deceased defendant are infants, either resident or nonresident, without regular guardian in this state, the court may appoint a guardian ad litem for such infants after suit has been revived against them by service of process or publication, as aforementioned. Should such nonresident heirs appear, the court may, at any time before the trial, upon satisfactory ground shown, change the guardians, and appoint others to defend in behalf of such defendants.

[Code 1858, \_\_ 3255-3258 (deriv. Acts 1819, ch. 16, \_\_ 4-6; 1851-1852, ch. 152, \_ 2); Shan., \_\_ 5003-5006; Code 1932, \_\_ 9151-9154; T.C.A. (orig. ed.), \_ 23-1311.]

**29-15-107. Facts to be proved.**

- (a) Upon the trial, the plaintiff need not prove an actual entry on or possession of the premises demanded, or receipt of any profits thereof, nor any lease, entry, or ouster, except as herein provided, but it is sufficient for him to show a right to the possession of the premises at the commencement of the suit.
- (b) If the action be brought by one or more tenants in common, copartners, or joint owners, against their cotenants, the plaintiff shall prove actual ouster or some other act by the defendant amounting to a denial of the plaintiff's right as cotenant.

[Code 1858, \_\_ 3242, 3243 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_\_ 4983, 4984; Code 1932, \_\_ 9131, 9132; T.C.A. (orig. ed.), \_ 23-1313.]

**29-15-108. Title bonds as evidence.**

On trials of actions of ejectment between vendor and vendee, title bonds, properly proved and registered, may be read in evidence, and shall have the same force and effect as a deed between the same parties.

[Acts 1867-1868, ch. 59, \_ 1; Shan., \_\_ 4985; Code 1932, \_\_ 9133; T.C.A. (orig. ed.), \_ 23-1314.]

**29-15-109. Parties involved in verdict.**

When there are more defendants than one, the jury may find the defendants jointly or severally guilty of detaining all or any distinct parcels of the premises, and plaintiff may have judgment against any or all defendants, according to the facts of the case. The verdict may be for plaintiffs, or such of them as appear to have right to the possession of the premises, or any part thereof, and against such of the defendants as were in possession thereof or claimed title thereto at the commencement of the action.

[Code 1858, \_\_ 3244, 3246 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_\_ 4986, 4988; Code 1932, \_\_ 9134, 9136; T.C.A. (orig. ed.), \_ 23-1315.]

**29-15-110. Land described in verdict.**

- (a) The plaintiff may recover any specific part or share of the premises embraced in the declaration, though less than he claims.
- (b) The verdict may specify the extent and quality of the plaintiff's estate, and the premises to which he is entitled, with reasonable certainty, by metes and bounds, or other sufficient description, according to the facts as proved.

[Code 1858, \_\_ 3245, 3247 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_\_ 4987, 4989; Code 1932, \_\_ 9135, 9137; T.C.A. (orig. ed.), \_ 23-1316.]

**29-15-111. Expiration of plaintiff's right.**

If the right of the plaintiff expire after the commencement of the suit and before trial, the verdict shall be according to the facts, and judgment shall be entered for damages for the withholding of the premises by the

defendant; and as to the premises, the judgment shall be that the defendant go hence without delay.

[Code 1858, \_ 3248 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_ 4990; Code 1932, \_ 9138; T.C.A. (orig. ed.), \_ 23-1317.]

**29-15-112. General verdict for plaintiff.**

A general verdict in favor of the plaintiff, without such specifications, entitles the plaintiff to the quantity of interest, or estate, and the premises, as set forth and described in the declaration.

[Code 1858, \_ 3249; Shan., \_ 4991; Code 1932, \_ 9139; T.C.A. (orig. ed.), \_ 23-1318.]

**29-15-113. Judgment conforming to verdict or declaration.**

The judgment for the plaintiff is that he recover the possession of the premises according to the verdict, or, if by default or on demurrer, according to the description in the declaration.

[Code 1858, \_ 3250 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_ 4992; Code 1932, \_ 9140; T.C.A. (orig. ed.), \_ 23-1319.]

**29-15-114. Writ of possession.**

The judgment is executed by a writ of possession, issued to the sheriff, and directing him to put the plaintiff in possession of the premises.

[Code 1858, \_ 3251 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_ 4993; Code 1932, \_ 9141; T.C.A. (orig. ed.), \_ 23-1320.]

29-15-115 - 29-15-119. [Repealed.]

**29-15-120. Conclusiveness of judgment.**

Any such judgment is conclusive upon the party against whom it is recovered, not under disability at the time of the recovery, and all persons claiming under him by title accruing after the commencement of the action.

[Code 1858, \_ 3252 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_ 5000; Code 1932, \_ 9148; T.C.A. (orig. ed.), \_ 23-1326.]

#### **29-15-121. Mesne profits - Improvements.**

Nothing in this chapter contained deprives the plaintiff of his right to an action for mesne profits after verdict and judgment in his favor, nor the defendant of the right to file a bill in equity for the value of his improvements, but those rights are subject to the general provisions of this Code regulating actions.

[Code 1858, \_ 3259 (deriv. Acts 1851-1852, ch. 152, \_ 2); Shan., \_ 5007; Code 1932, \_ 9155; T.C.A. (orig. ed.), \_ 23-1328.]

#### **29-15-122. Tenant's liability for rents.**

A tenant in possession in good faith, under a lease or license from another, is not liable beyond the rent in arrear at the time of suit brought for the recovery of the land, and that which may afterwards accrue during the continuance of his possession.

[Code 1858, \_ 3260; Shan., \_ 5008; Code 1932, \_ 9156; T.C.A. (orig. ed.), \_ 23-1329.]

#### **29-15-123. Improvements setoff.**

Persons holding possession in good faith, under color of title, are entitled to have the value of their permanent improvements setoff against the rents and profits which the plaintiff may recover.

[Code 1858, \_ 3261 (deriv. Acts 1813, ch. 24, \_\_ 1, 2; 1827, ch. 46); Shan., \_ 5009; Code 1932, \_ 9157; T.C.A. (orig. ed.), \_ 23-1330.]

#### **29-15-124. Disposition of contents on execution.**

- (a) In executing a writ of possession after judgment in an action of ejectment, the person being ejected shall have the option of having his personal property removed to a local warehouse for storage or having it removed from the property as has been the procedure of the sheriffs prior to March 28, 1976.
- (b) All storage fees and transportation costs incurred are to be paid by the owner of the stored property.

[Acts 1976, ch. 722, \_ 1; T.C.A., \_ 23-1331.]

#### **29-15-125. Rebuttable presumption of legal title.**

In order to establish a rebuttable presumption of legal title to real property for the purpose of bringing an action of ejectment, it shall be sufficient for a person claiming legal title to establish the chain of title to the property for the preceding fifty (50) years in any instance where the property title records of the county have been destroyed so as to make it impossible to trace the title of the property to the earliest sale or grant.

[Acts 1991, ch. 392, \_ 1.]

TITLE 66 PROPERTY  
CHAPTER 28 UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT  
PART 1 GENERAL PROVISIONS

#### **66-28-101. Short title.**

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

[Acts 1975, ch. 245, \_ 1.101; T.C.A., \_ 64-2801.]

#### **66-28-102. Application.**

- (a) (1) Except as provided in subdivision (a)(2), the provisions of this chapter are applicable only in

counties having a population of more than sixty-eight thousand (68,000) according to the 1970 federal census or any subsequent federal census.

(2) The provisions of this chapter do not apply in counties having a population according to the 1990 federal census or any subsequent federal census, of: not less than nor more than

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80,000 83,000  
92,200 92,500  
118,400 118,700  
140,000 145,000

(b) This chapter applies to rental agreements entered into or extended or renewed after July 1, 1975. Transactions entered into before July 1, 1975, and not extended or renewed after that date, and the rights, duties and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted by any statute or other law amended or repealed by this chapter as though the amendment or repeal has not occurred.

(c) Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:

- (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service;
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the purchaser's interest;
- (3) Transient occupancy in a hotel, or motel or lodgings subject to city, state, transient lodgings or room occupancy under the Excise Tax Act;
- (4) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative; or
- (5) Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.

[Acts 1975, ch. 245, \_\_ 1.201, 1.202, 6.101, 6.102; T.C.A., \_\_ 64-2802, 64-2804, 64-2864; Acts 1992, ch. 995, \_\_ 1, 4-6.]

**66-28-103. Purposes - Rules of construction.**

- (a) This chapter shall be liberally construed and applied to promote its underlying purposes and policies.
- (b) Underlying purposes and policies of this chapter are to:
  - (1) Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
  - (2) Encourage landlord and tenant to maintain and improve the quality of housing;
  - (3) Promote equal protection to all parties; and
  - (4) Make uniform the law in Tennessee.
- (c) Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.
- (d) This chapter being a general chapter intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

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

**66-28-104. Definitions.**

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

- (1) "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;
- (2) "Building and housing codes" includes any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises, or dwelling unit;
- (3) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one (1) person who maintains a household or by two (2) or more persons who maintain a common household;
- (4) "Good faith" means honesty in fact in the conduct of the transaction concerned;
- (5) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by \_ 66-28-302;
- (6) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity;
- (7) (A) "Owner" means one (1) or more persons, jointly or severally, in whom is vested:
  - (i) All or part of the legal title to property; or
  - (ii) All or part of the beneficial ownership and a right to the present use and enjoyment of the premises;
 (B) "Owner" also includes a mortgagee in possession.
- (8) "Person" includes an individual or organization;
- (9) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant;
- (10) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under \_ 66-28-402 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;
- (11) "Rents" means all payments to be made to the landlord under the rental agreement;
- (12) (A) "Security deposit" means an escrow payment made to the landlord under the rental agreement for the purpose of securing the landlord against financial loss due to damage to the premises occasioned by the tenant's occupancy other than ordinary wear and tear; and
 (B) "Security deposit" does not include advance rentals; and
- (13) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

[Acts 1975, ch. 245, \_ 1.301; T.C.A., \_ 64-2803.]

**66-28-105. Jurisdiction and service of process.**

- (a) The general sessions and circuit courts of this state shall exercise original jurisdiction over any landlord or tenant with respect to any conduct in this state governed by this chapter. In addition to any other method provided by rule or by statute, personal jurisdiction over the parties may be acquired in a civil action or proceeding instituted in law or equity by service of process in the manner provided by law.
- (b) A landlord who is not a resident of this state or is a corporation not authorized to do business in this state and engages in a transaction subject to this chapter may designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing, filed with the secretary of state, and must set forth the name and street address (including zip code) of the agent, the name and street address (including zip code) of the landlord and be accompanied by a ten dollar (\$10.00) filing fee. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state forthwith by mailing a copy of the process and pleading by registered or certified mail to the defendant or respondent at that party's last known address. Such process must be accompanied by a ten dollar (\$10.00) fee and specify the address of the defendant. An affidavit of service shall be filed by the secretary of state with the clerk of the court on or before the return day of the process.

[Acts 1975, ch. 245, \_ 1.203; T.C.A., \_ 64-2805; Acts 1991, ch. 297, \_ 1.]

**66-28-106. Notice.**

- (a) Either party has notice of a fact if such person:

- (1) Has actual knowledge of it; or
- (2) Has been given written notice.
- (b) All parties must give written notice to the last known or designated address contained in the lease agreement.

[Acts 1975, ch. 245, \_ 1.304; T.C.A., \_ 64-2806.]

## **PART 2 RENTAL AGREEMENTS**

### **66-28-201. Terms and conditions.**

- (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) The landlord shall not charge a tenant for the late payment of rent due unless more than five (5) days have elapsed since the rent was due. 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.
- (e) (1) No charge or fee for the late payment of rent due from a tenant in a public housing project shall exceed five dollars (\$5.00) per month. No late charge or fee shall be assessed such tenant unless more than fifteen (15) days have elapsed since the rent was due.  
(2) The provisions of this subsection shall apply only to counties with a population between two hundred fifty thousand (250,000) and three hundred thousand (300,000) according to the 1980 federal census or any subsequent census.

[Acts 1975, ch. 245, \_ 1.401; T.C.A., \_ 64-2811; Acts 1984, ch. 876, \_ 1; 1986, ch. 747, \_ 1; 1989, ch. 503, \_ 1.]

### **66-28-202. Effect of unsigned or undelivered agreement.**

- (a) If the landlord does not sign a written rental agreement, acceptance of rent without reservation by the landlord binds the parties on a month to month tenancy.
- (b) Any person or persons taking possession without payment and failing to sign a written rental agreement delivered to them by the landlord or who enter without oral agreement are deemed to be trespassers and will be evicted forthwith.

[Acts 1975, ch. 245, \_ 1.402; T.C.A., \_ 64-2812.]

### **66-28-203. Prohibited provisions.**

- (a) No rental agreement may provide that the tenant:
  - (1) Authorizes any person to confess judgment on a claim arising out of the rental agreement;
  - (2) Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or the costs connected with such liability.
- (b) A provision prohibited by subsection (a) included in an agreement is unenforceable. Should a landlord willfully provide a rental agreement containing provisions known by the landlord to be prohibited by this chapter, the tenant may recover actual damages sustained. The tenant cannot agree to waive or forego rights or remedies under this chapter.

[Acts 1975, ch. 245, \_ 1.403; T.C.A., \_ 64-2813.]

**66-28-204. Unconscionability.**

- (a) If the court, as a matter of law, finds:
  - (1) A rental agreement or any provision thereof was unconscionable when made, the court shall enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result; or
  - (2) A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court shall enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid the unconscionable result.
- (b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose, and effect of the rental agreement or settlement to aid the court in making the determination.

[Acts 1975, ch. 245, \_ 1.303; T.C.A., \_ 64-2814.]

**PART 3  
LANDLORD OBLIGATIONS**

**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 three (3) 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 due and owing, and without making a demand for return of deposit, the landlord may, after thirty (30) days, 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 nor more than

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80,000 83,000  
92,200 92,500  
118,400 118,700  
140,000 145,000

[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.]

**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 this subsection, 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.]

## **PART 4 TENANT OBLIGATIONS**

### **66-28-401. General maintenance and conduct obligations.**

The tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises when the tenant took possession;
- (3) Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste to the designated collection areas and into receptacles;
- (4) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so; and shall not engage in any illegal conduct on the premises; and
- (5) Act and require other persons on the premises with the tenant's consent to act in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

[Acts 1975, ch. 245, \_ 3.101; T.C.A., \_ 64-2831.]

### **66-28-402. Rules and regulations.**

- (a) A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. It is enforceable against the tenant only if:
  - (1) Its purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
  - (2) It is reasonably related to the purpose for which it is adopted;
  - (3) It applies to all tenants in the premises;
  - (4) It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;
  - (5) It is not for the purpose of evading the obligations of the landlord; and
  - (6) The tenant has notice of it at the time the tenant enters into the rental agreement.
- (b) A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption is given to the tenant and it does not work a substantial modification of the rental agreement.

[Acts 1975, ch. 245, \_ 3.102; T.C.A., \_ 64-2832.]

### **66-28-403. Access by landlord.**

- (a) The tenant shall not unreasonably withhold consent to the landlord to enter 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 dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors.
- (b) The landlord may enter the dwelling unit without consent of the tenant in case of emergency. "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.
- (c) The landlord shall not abuse the right of access or use it to harass the tenant.

- (d) The landlord has no right of access except:
- (1) By court order;
  - (2) As permitted by \_\_ 66-28-506 and 66-28-507(b);
  - (3) If the tenant has abandoned or surrendered the premises; or
  - (4) If the tenant is deceased, incapacitated or incarcerated.

[Acts 1975, ch. 245, \_ 3.103; T.C.A., \_ 64-2833.]

#### **66-28-404. Use and occupation by tenant.**

Unless otherwise agreed, the tenant shall occupy the dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence.

[Acts 1975, ch. 245, \_ 3.104; T.C.A., \_ 64-2834.]

#### **66-28-405. Abandonment.**

The tenant's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The landlord is then expressly authorized to enter, remove and store all personal items belonging to tenant. If tenant does not claim such personalty within an additional thirty (30) days, landlord may sell or dispose of the personalty and apply the proceeds of the sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any balances are to be held by the landlord for a period of six (6) months after the sale.

[Acts 1975, ch. 245, \_ 3.105; T.C.A., \_ 64-2835.]

### **PART 5 ENFORCEMENT AND REMEDIES**

#### **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, 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.]

**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.]

**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.]

**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.]

**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.]

**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.]

**TITLE 66 PROPERTY  
CHAPTER 35  
RENT CONTROL**

**66-35-101. "Local governmental unit" defined.**

As used in this chapter, "local governmental unit" means any political subdivision of the state of Tennessee, including, but not limited to, counties or incorporated municipalities, if such political subdivision provides local government services for residents in a geographically limited area of Tennessee as its primary purpose and has the power to act primarily on behalf of that area.

[Acts 1996, ch. 623, \_ 1.]

**66-35-102. Rent control by local governments prohibited.**

A local governmental unit shall not enact, maintain or enforce an ordinance or resolution that would have the effect of controlling the amount of rent charged for leasing private residential or commercial property.

[Acts 1996, ch. 623, \_ 1.]

**66-35-103. Management of government-owned property excepted.**

This chapter does not impair the right of a local governmental unit to manage and control residential or commercial property in which such local governmental unit has a property interest.

[Acts 1996, ch. 623, \_ 1.]

**TITLE 29 REMEDIES AND SPECIAL PROCEEDINGS  
CHAPTER 18 FORCIBLE ENTRY AND DETAINER**

**29-18-101. Unlawful entry prohibited.**

No person shall enter upon any lands, tenements, or other possessions, and detain or hold the same, but where entry is given by law, and then only in a peaceable manner.

[Code 1858, \_ 3341 (deriv. Acts 1821, ch. 14, \_ 1); Shan., \_ 5090; Code 1932, \_ 9244; T.C.A. (orig. ed.), \_ 23-1601.]

**29-18-102. Forcible entry and detainer defined - Where action does not lie.**

- (a) A forcible entry and detainer is where a person, by force or with weapons, or by breaking open the doors, windows, or other parts of the house, whether any person be in it or not, or by any kind of violence whatsoever, enters upon land, tenement, or possession, in the occupation of another, and detains and holds the same; or by threatening to kill, maim, or beat the party in possession; or by such words, circumstances, or actions, as have a natural tendency to excite fear or apprehension of danger; or by putting out of doors or carrying away the goods of the party in possession; or by entering peaceably and then turning or keeping the party out of possession by force or threat or other circumstances of terror.
- (b) No action for forcible entry and detainer shall lie against any tenant who has paid all rent due for their current occupancy of the premises and who are not in violation of any law nor otherwise in breach of their written lease, but this subsection shall not apply in any manner to farm property, nor shall the provisions of this subsection be construed to alter or amend any valid lease agreement in effect on May 31, 1979.

[Code 1858, \_ 3342 (deriv. Acts 1821, ch. 14, \_ 2); Shan., \_ 5091; Code 1932, \_ 9245; Acts 1979, ch. 421, \_\_ 1-3; T.C.A. (orig. ed.), \_ 23-1602.]

**29-18-103. Forcible detainer defined.**

A forcible detainer is where a person enters lawfully or peaceably, and holds unlawfully, and by any of the means enumerated in \_ 29-18-102 as constituting a forcible entry.

[Code 1858, \_ 3343 (deriv. Acts 1821, ch. 14, \_ 3); Shan., \_ 5092; Code 1932, \_ 9246; T.C.A. (orig. ed.), \_ 23-1603.]

**29-18-104. Unlawful detainer defined.**

Unlawful detainer is where the defendant enters by contract, either as tenant or as assignee of a tenant, or as personal representative of a tenant, or as subtenant, or by collusion with a tenant, and, in either case, willfully and without force, holds over the possession from the landlord, or the assignee of the remainder or reversion.

[Code 1858, \_ 3344 (deriv. Acts 1821, ch. 14, \_ 5); Shan., \_ 5093; Code 1932, \_ 9247; T.C.A. (orig. ed.), \_ 23-1604.]

**29-18-105. Scope of definitions.**

Sections 29-18-101 - 29-18-104 extend to and comprehend terms for years, and all estates, whether freehold or less than freehold.

[Code 1858, \_ 3345 (deriv. Acts 1821, ch. 14, \_ 4); Shan., \_ 5094; Code 1932, \_ 9248; T.C.A. (orig. ed.), \_ 23-1605.]

**29-18-106. Alternative actions.**

Where the action is to recover real property, ejectment, or forcible or unlawful entry or detainer may be brought.



[Code 1858, \_ 2750; Shan., \_ 4441; Code 1932, \_ 8567; T.C.A. (orig. ed.), \_ 23-1606.]

**29-18-107. Jurisdiction of general sessions judge.**

All cases of forcible entry and detainer, forcible detainer, and unlawful detainer, may be tried before any one (1) judge of the court of general sessions of the county in which the acts are committed, who shall decide the particular case, and all questions of law and fact arising.

[Code 1858, \_ 3346 (deriv. Acts 1841-1842, ch. 186, \_ 1); Acts 1879, ch. 23; Shan., \_ 5095; Code 1932, \_ 9249; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1607.]

**29-18-108. Original jurisdiction of circuit court.**

The action for the recovery of the possession of land, given in this chapter, may also be originally instituted in the circuit court, the same forms being substantially pursued as those prescribed, the process being issued by the clerk, the plaintiff first giving bond and security to answer costs and damages as provided in \_ 29-18-111.

[Code 1858, \_ 3366 (deriv. Acts 1841-1842, ch. 186, \_ 8); Shan., \_ 5115; Code 1932, \_ 9270; T.C.A. (orig. ed.), \_ 23-1608.]

**29-18-109. Limitation of actions.**

The uninterrupted occupation or quiet possession of the premises in controversy by the defendant, for the space of three (3) entire years together, immediately preceding the commencement of the action, is, if the estate of the defendant has not determined within that time, a bar to any proceeding under this chapter.

[Code 1858, \_ 3347 (deriv. Acts 1821, ch. 14, \_ 20); Shan., \_ 5096; Code 1932, \_ 9250; T.C.A. (orig. ed.), \_ 23-1609.]

**29-18-110. Death of parties.**

- (a) The heir or representative of the person who might have been plaintiff, if alive, may bring the suit after his death.
- (b) If either party die during the pendency of the suit, it may be revived by or against the heirs or legal representatives of the decedent, in the same manner and to the same extent as real actions.

[Code 1858, \_\_ 3368, 3369 (deriv. Acts 1849-1850, ch. 113, \_ 1); Shan., \_\_ 5118, 5119; Code 1932, \_\_ 9273, 9274; T.C.A. (orig. ed.), \_ 23-1610.]

**29-18-111. Plaintiff's bond.**

The party complaining is required, before the issuance of the writ, to give bond, with good security, to pay all costs and damages which shall accrue to the defendant for the wrongful prosecution of the suit.

[Code 1858, \_ 3348 (deriv. Acts 1822, ch. 35, \_ 1); Shan., \_ 5097; Code 1932, \_ 9251; T.C.A. (orig. ed.), \_ 23-1611.]

**29-18-112. Form of warrant.**

The warrant may be issued by a single general sessions judge in the following form:

State of Tennessee, To the sheriff or any constable of such county:  
\_\_\_\_\_ County.

Whereas, complaint is made to me by A B, of a certain forcible and unlawful entry and detainer, made by C D, into and of a certain tract or lot of land, situated in the county aforementioned, and bounded [or known and described] as follows [insert boundaries and description], which land A B alleges he is entitled

to the possession of, and C D unlawfully detains from him: We therefore command you to summon C D to appear before some judge of the court of general sessions, in and for such county, to answer the above complaint. This \_\_\_\_\_ day of \_\_\_\_\_, 19\_ E F, G.S.J.

[Code 1858, \_ 3349 (deriv. Acts 1841-1842, ch. 186, \_ 1); impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_ 5098; Code 1932, \_ 9252; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1612.]

**29-18-113. Notice to quit not required.**

No notice to quit need be given by the plaintiff to the defendant, other than the service of this warrant.

[Code 1858, \_ 3351 (deriv. Acts 1841-1842, ch. 186, \_ 2); Shan., \_ 5100; Code 1932, \_ 9254; T.C.A. (orig. ed.), \_ 23-1613.]

**29-18-114. Defects in proceedings.**

The warrant need not set forth the particular species of entry or detainer, and any defect therein, or in any of the proceedings, may be amended as other process and pleadings in court.

[Code 1858, \_ 3350 (deriv. Acts 1841-1842, ch. 186, \_ 5); Shan., \_ 5099; Code 1932, \_ 9253; T.C.A. (orig. ed.), \_ 23-1614.]

**29-18-115. Method of serving summons.**

(a) In commencing an action under the provisions of this chapter, summons may be served upon any adult person found in possession of the premises; and service of process upon such party in possession shall be good and sufficient to enable the landlord to regain possession of such landlord's property. In the event the summons cannot be served upon any adult person found in possession of the premises, personal service of process on the defendant is dispensed with in the following cases:

- (1) When the defendant is a nonresident of this state;
- (2) When, upon inquiry at the defendant's usual place of abode, the defendant cannot be found, so as to be served with process, and there is just ground to believe that the defendant has gone beyond the limits of the state;
- (3) When the summons has been returned "not to be found in my county";
- (4) When the name of the defendant is unknown and cannot be ascertained upon diligent inquiry;
- (5) When the residence of the defendant is unknown and cannot be ascertained upon diligent inquiry; or
- (6) When a domestic corporation has ceased to do business and has no known officers, directors, trustee, or other legal representatives, on whom personal service may be had.

In those cases where personal service of process on the defendant is dispensed with, the proceeding shall be governed by \_\_\_ 21-1-203 - 21-1-205, and in addition thereto, the plaintiff shall post or cause to be posted on the front door or other front portion of the premises a copy of the publication notice at least fifteen (15) days prior to the date specified therein for the defendant to appear and make a defense.

- (b) In commencing an action under the provisions of this chapter, service of process may be made by the plaintiff, the plaintiff's attorney, or the plaintiff's agent, in lieu of subsection (a), by lodging the original summons and a copy certified by the clerk with the sheriff of the county in which suit is brought, who shall promptly send postage prepaid a certified copy by certified return receipt mail to the individual as follows:
- (1) In the case of an individual defendant, to the party named;
  - (2) In the case of a domestic corporation or a foreign corporation doing business in this state, to an officer or managing agent thereof, or to the chief agent in the county where the action is brought or to any other agent authorized by appointment or by law to receive service on behalf of the corporation; or
  - (3) In the case of a partnership or an unincorporated association which is a named defendant under a common name, to a partner or managing agent of the partnership or to an officer or managing agent of the association, or to an agent authorized by appointment or by law to receive service on behalf of the partnership or association.
- (c) In any case in which such warrant or process is returned undelivered for any reason whatsoever, service of process shall then be made as otherwise provided by law.
- (d) (1) The original process, endorsed as indicated below, an affidavit of the appropriate sheriff setting forth the sheriff's compliance with the requirements of the preceding provisions, and the return receipt

signed by the defendant shall be attached together and sent to and filed by the clerk of the court of general sessions. There shall be endorsed on the original warrant by the sheriff over the sheriff's signature the date of the sheriff's mailing the certified copy to the defendant; thereupon service of the defendant shall be consummated. An act of a deputy of the sheriff in the sheriff's behalf, hereunder shall be deemed the equivalent of the act of the latter.

(2) When service of process by mail is made upon one or more individual defendants, service of process shall not be complete as to any individual unless a return

receipt, signed or acknowledged on its face by the individual personally, is returned to the deputy sheriff.

(e) (1) In addition to the methods set out in this section, service of process for an action commenced under this chapter shall be good and sufficient to enable the landlord to regain possession of such landlord's property if the sheriff of the county in which the action is brought, or such sheriff's deputy, personally serves a copy of the warrant or summons upon any named defendant who has a contractual or possessory property right in the subject premises.

(2) If the sheriff is unable to serve any such named defendant personally, or if after three (3) attempts of personal service of process during a ten-day period with such attempts being documented on the face of the warrant, no such person is found in possession of the premises, service of process for determining the right of possession of the subject premises as to all who may have a contractual or possessory property right therein may be had by the sheriff of the county, or such sheriff's deputy, taking the following actions at least ten (10) days prior to the date specified therein for the defendant(s) to appear and make a defense:

(A) Posting a copy of the warrant or summons on the door of the premises;

(B) Sending by United States postal service first class mail with certificate of mailing a copy of the warrant or summons to the so named defendant(s) at the last known address, if any; and

(C) Making an entry of this action on the face of the warrant or summons filed in the case.

The method of service of process provided for in this subdivision shall be used only after the defendant who has a contractual or possessory property right in the subject premises is more than ten (10) days past due on rental installment payments or has held over after expiration of proper notice of termination of tenancy for more than ten (10) days. The provisions of this subdivision shall apply only to the service of process in an action brought to regain possession of real property, and shall not apply to the service of process in any action seeking monetary judgment.

[Acts 1869-1870, ch. 64, \_ 6; Shan., \_ 5127; Code 1932, \_ 9282; Acts 1945, ch. 79, \_ 1; C. Supp. 1950, \_ 9282; Acts 1979, ch. 420, \_ 1; 1980, ch. 798, \_ 1; T.C.A. (orig. ed.), \_ 23-1615; 1997, ch. 380, \_ 1.]

#### **29-18-116. Neglect to execute process.**

Any officer neglecting or refusing to execute any process, under this chapter, shall forfeit two hundred and fifty dollars (\$250) to the party aggrieved, to be recovered with costs before any tribunal having jurisdiction thereof.

[Code 1858, \_ 3373; Shan., \_ 5123; Code 1932, \_ 9278; T.C.A. (orig. ed.), \_ 23-1616.]

#### **29-18-117. Time of trial.**

The officer serving the warrant shall notify the defendant of the time and place of trial, the time not to be less than six (6) days from the date of service.

[Code 1858, \_ 3352 (deriv. Acts 1841-1842, ch. 186, \_ 2); Shan., \_ 5101; Code 1932, \_ 9255; T.C.A. (orig. ed.), \_ 23-1617.]

#### **29-18-118. Postponement of trial.**

The general sessions judge may, at the request of either party, and on good reason being assigned, postpone the trial to any time not exceeding fifteen (15) days, the party making the application paying the cost.

[Code 1858, \_ 3355 (deriv. Acts 1821, ch. 14, \_ 15); impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_ 5104; Code 1932, \_ 9258; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1618.]

**29-18-119. Manner of trial - Title not inquired into.**

- (a) The cause shall be tried at the time and place designated, by a single general sessions judge, without the intervention of a jury, and in all respects like other civil suits before the court of general sessions.
- (b) The general sessions judge will try every case upon its merits and ascertain whether the plaintiff or defendant is entitled to the possession of the premises agreeably to the laws governing such cases, and give judgment accordingly.
- (c) The estate, or merits of the title, shall not be inquired into.

[Code 1858, \_\_ 3353, 3354; (deriv. Acts 1821, ch. 14, \_ 20 and Acts 1841-1842, ch. 186, \_\_ 1, 2); impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_\_ 5102, 5103; Code 1932, \_\_ 9256, 9257; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_\_ 23-1619, 23-1620; Acts 1991, ch. 273, \_ 40.]

**29-18-120. Trial in circuit court.**

- (a) Actions originally instituted in the circuit court will stand for trial at the first term after the pleadings are complete.
- (b) The jury, if they find for the plaintiff, will ascertain the damages he has sustained, including rent, and judgment shall be given accordingly.

[Code 1858, \_ 3367 (deriv. Acts 1841-1842, ch. 186, \_\_ 8, 9); Shan., \_ 5116; Code 1932, \_ 9271; modified; Acts 1972, ch. 565, \_ 2; T.C.A. (orig. ed.), \_ 23-1621.]

**29-18-121. Subpoenas.**

The general sessions judge before whom the complaint is made, or the one before whom the cause is to be tried, may issue subpoenas for witnesses into any county of the state.

[Code 1858, \_ 3356; impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_ 5105; Code 1932, \_ 9259; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1622.]

**29-18-122. Fees.**

- (a) The general sessions judge is entitled to one dollar (\$1.00) per day for trying cases of forcible entry and detainer, forcible detainer, or unlawful detainer.
- (b) The officer is entitled to two dollars and fifty cents (\$2.50) for each defendant named in the original process, and one dollar (\$1.00) for each witness summoned.
- (c) Each witness shall receive one dollar (\$1.00) for each day's attendance.

[Code 1858, \_ 3365 (deriv. Acts 1849-1850, ch. 131, \_ 1); impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_ 5114; mod. Code 1932, \_ 9269; Acts 1957, ch. 22, \_ 6; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1623.]

**29-18-123. Bond to confess judgment at termination of lease - Judgment and writ.**

- (a) Any person, granting a lease of lands, tenements, and hereditaments, may incorporate or take from the tenant a bond covenanting to deliver possession of the rented premises on the day specified therein as the end of the term of the lease, and further authorizing the party from whom the premises are rented, or any other person whose name may be mentioned as attorney, in case possession of the premises is not delivered  
in conformity with the provisions of the lease, to appear on any day of the term of any court having jurisdiction in such case, the term of such court to be expressly named, and the premises to be sufficiently described in the bond, and then and there, in the name of the party executing the bond, confess a judgment for possession of the rented premises.
- (b) Upon presentation of the bond, and satisfactory proof of its execution, the court shall enter judgment for possession and also for costs of the proceeding, in favor of the party granting the lease against the tenant thus unlawfully holding over.
- (c) The writ of possession shall have effect to dispossess any party in possession who holds as assignee or sublessee of the original tenant.

[Acts 1869-1870, ch. 64, \_\_\_ 3-5; Shan., \_\_\_ 5124-5126; mod. Code 1932, \_\_\_ 9279-9281; T.C.A. (orig. ed.), \_\_\_ 23-1624, 23-1625.]

**29-18-124. Form of judgment for plaintiff.**

The judgment for the plaintiff should be endorsed on the warrant or annexed thereto, substantially to the following effect:

A B Judgment for the plaintiff, that he be restored to possession of the v. land described in the within warrant, and that a writ of possession C D or restitution issue therefor, and also for the costs of suit. This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_. E F, G.S.J.

[Code 1858, \_ 3357 (deriv. Acts 1841-1842, ch. 186, \_ 3); impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_ 5106; Code 1932, \_ 9260; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1626.]

**29-18-125. Monetary judgments for plaintiff.**

In all cases of forcible entry and detainer, forcible detainer, and unlawful detainer, the judge of the court of general sessions trying the cause shall be authorized and it shall be his duty, if his judgment shall be that the plaintiff recover the possession, to ascertain the arrearage of rent, and interest, and damages, if any, and render judgment therefor.

[Acts 1903, ch. 42, \_ 1; Shan., \_ 5106a1; Code 1932, \_ 9261; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1627.]

**29-18-126. Delay before execution.**

No execution or writ of possession shall issue against the defendant upon any judgment, under the provisions of this chapter, until after the lapse of ten (10) days from the rendition of the judgment.

[Code 1858, \_ 3361 (deriv. Acts 1841-1842, ch. 186, \_\_\_ 4, 6; 1849-1850, ch. 131, \_ 3); Shan., \_ 5109; Code 1932, \_ 9264; Acts 1963, ch. 115, \_ 1; T.C.A. (orig. ed.), \_ 23-1628.]

**29-18-127. Form of execution and writ.**

The execution for costs shall issue in the usual form, and the writ of possession may be as follows:

State of Tennessee, To the sheriff or any constable of such county:  
\_\_\_\_\_ County.

Whereas, at a trial of forcible and unlawful detainer had in such county on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before E F, a judge of the court of general sessions of such county, judgment was given that A B recover from C D possession of a certain tract or parcel of land, bounded [or known and described] as follows [insert the description in the warrant]: We therefore command you, that you take with you the force of the county, if necessary, and cause A B, the plaintiff in such judgment, to have and be restored to the possession of such tract or parcel of land, and that you remove C D, the defendant in such judgment, therefrom, and give such plaintiff peaceable possession of such premises, and make return to me in twenty days how you have executed this writ. This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. E F, G.S.J.

[Code 1858, \_ 3359 (deriv. Acts 1841-1842, ch. 186, \_ 4); impl. am. Acts 1879, ch. 23, \_ 1; Shan., \_ 5107; mod. Code 1932, \_ 9262; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1629.]

**29-18-128. Appeal.**

An appeal will also lie in suits commenced before general sessions judges, under the provisions of this chapter, within the ten (10) days allowed by \_ 27-5-108, as in other cases, the appellant, if the defendant, giving bond as in the case of a certiorari.

[Code 1858, \_ 3360 (deriv. Acts 1849-1850, ch. 74, \_ 1); Shan., \_ 5108; Code 1932, \_ 9263; impl. am.

Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1630; Acts 1989, ch. 20, \_ 1.]

**29-18-129. Certiorari and supersedeas to circuit court.**

The proceedings in such actions may, within thirty (30) days after the rendition of judgment, be removed to the circuit court by writs of certiorari and supersedeas, which it shall be the duty of the judge to grant, upon petition, if merits are sufficiently set forth, and to require from the applicant a bond, with security sufficient to cover all costs and damages; and, if the defendant below be the applicant, then the bond and security shall be of sufficient amount to cover, besides costs and damages, the value of the rent of the premises during the litigation.

[Acts 1869-1870, ch. 64, \_ 2; Shan., \_ 5111; Code 1932, \_ 9266; T.C.A. (orig. ed.), \_ 23-1631.]

**29-18-130. Immediate execution of writ of possession - Bond pending appeal.**

- (a) When judgment is rendered in favor of the plaintiff, in any action of forcible entry and detainer, forcible detainer, or unlawful detainer, brought before a judge of the court of general sessions, and a writ of possession is awarded, the same shall be executed and the plaintiff restored to the possession immediately.
- (b) (1) If the defendant pray an appeal, then, in that case, the plaintiff shall execute bond, with good and sufficient security, in double the value of one (1) year's rent of the premises, conditioned to pay all costs and damages accruing from the wrongful enforcement of such writ, and to abide by and perform whatever judgment may be rendered by the appellate court in the final hearing of the cause.  
(2) In cases where the action has been brought by a landlord to recover possession of leased premises from a tenant on the grounds that the tenant has breached the contract by failing to pay the rent, and a judgment has been entered against the tenant, the provisions of subsection (b)(1) of this section shall not apply. In that case, if the defendant prays an appeal, the defendant shall execute bond, or post either a cash deposit or irrevocable letter of credit from a regulated financial institution, or provide two (2) good personal sureties with good and sufficient security in the amount of one (1) year's rent of the premises, conditioned to pay all costs and damages accruing from the failure of the appeal, including rent and interest on the judgment as provided for herein, and to abide by and perform whatever judgment may be rendered by the appellate court in the final hearing of the cause. The plaintiff shall not be required to post a bond to obtain possession in the event the defendant appeals without complying with this section. The plaintiff shall be entitled to interest on the judgment, which shall accrue from the date of the judgment in the event the defendant's appeal shall fail.

[Acts 1869-1870, ch. 64, \_ 1; 1871, ch. 65; impl. am. 1879, ch. 23, \_ 1; Shan., \_ 5110; mod. Code 1932, \_ 9265; impl. am. Acts 1979, ch. 68, \_ 3; T.C.A. (orig. ed.), \_ 23-1632; Acts 1983, ch. 232, \_ 1.]

**29-18-131. Monetary judgment in circuit court.**

- (a) If the defendant obtain certiorari, and, upon trial in the circuit court, the jury find that the plaintiff is entitled to the possession of the land, they shall also ascertain the value of the rents during the time the plaintiff has been kept out of possession, and such other damages as the plaintiff is entitled to, and the court shall give judgment against the defendant and his sureties for the amount.
- (b) Should the cause be taken to the circuit court by the plaintiff, and a verdict be found in his favor, the jury shall, in like manner, ascertain the value of the rents, and the damages they may consider the plaintiff entitled to, and return the amount in their verdict, upon which the court shall give judgment accordingly.

[Code 1858, \_\_ 3363, 3364 (deriv. Acts 1841-1842, ch. 186, \_ 6); Shan., \_\_ 5112, 5113; Code 1932, \_\_ 9267, 9268; T.C.A. (orig. ed.), \_ 23-1633.]

29-18-132. [Repealed.]

**29-18-133. Penalty for resuming possession.**

- (a) A person, once dispossessed by action, who again illegally possesses the premises, commits a Class C misdemeanor.
- (b) The only evidence, required or admitted on the trial of the criminal charge, is that the defendant was turned out of possession by action brought for the purpose, and that the defendant has again taken possession of the premises.

[Code 1858, \_\_\_ 3370, 3371 (deriv. Acts 1825, ch. 63, \_ 3); Shan., \_\_\_ 5120, 5121; Code 1932, \_\_\_ 9275, 9276; T.C.A. (orig. ed.), \_ 23-1635; Acts 1989, ch. 591, \_ 113.]

**29-18-134. Trespass action.**

The judgment in a case of forcible entry and detainer shall be no bar to an action against the defendant for trespass.

[Code 1858, \_ 3372 (deriv. Acts 1821, ch. 14, \_ 19); Shan., \_ 5122; Code 1932, \_ 9277; T.C.A. (orig. ed.), \_ 23-1636.]