

Maintenance by Landlord

The landlord shall:

1. Comply with 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 clean and safe

In multi-unit complexes of 4 or more units, the landlord must provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste from common points of collection.

Tenant Obligations

Tenants shall:

1. Comply with all obligations primarily imposed by applicable provisions and housing codes materially affecting health and safety
2. Keep their space as clean and safe as it was when the tenant took possession
3. Dispose from dwelling all ashes, rubbish, garbage and other waste to the designated collection areas and into receptacles
4. Not deliberately destroy, deface, damage or impair any part of the

premises or permit any person to do so

5. Not disturb the neighbor's peaceful enjoyment of the premises

Enforcement and Remedies

The Tennessee Division of Consumer Affairs offers free mediation services for complaints regarding the Landlord and Tenant Act. However, you may need to contact an attorney regarding your rights and possible legal action.

DIVISION OF CONSUMER AFFAIRS

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Landlord and Tenant Act

Consumer Information

Tennessee Landlord and Tenant Act - Title 66, Chapter 28

The Tennessee Uniform Residential Landlord and Tenant Act was enacted in 1975 to establish the rights and obligations of landlords and tenants involved in the rental of dwelling units. The purpose of this pamphlet is to address some of the most commonly asked questions by consumers.

Applicability

The Landlord and Tenant Act only applies to rental agreements entered into or extended or renewed after July 1, 1975. The Act only applies to counties having a population of more than 68,000 according to the most recent census with the exception of certain counties excluded by law based on the results of the 1990 census. For a complete list of applicability by county, please visit our website at www.tn.gov/consumer.

Rental Agreements

It is important for consumers to keep a copy of their signed rental agreement. This document is a binding contract and should include information regarding the duration of the lease, the amount and date rent is due, as well as any other pertinent information. 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.

Security Deposits

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. Prospective tenants shall be informed of the location of the separate account. Within 3 business days of 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 has the right to inspect the property to ascertain the accuracy of the report. The

landlord and tenant must both sign the listing or the tenant shall specifically state in writing any items that the tenant does not agree with. A tenant who disputes the accuracy of the listing may bring an action in the appropriate court for the county that the property is located in.

Security deposits may be applied to any unpaid rent after 30 days.

The landlord is required to notify the tenant in writing of any refund due and may retain unclaimed refunds after 60 days of notification.

Access by Landlord

The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling in order to inspect the premises, make necessary or agreed repair, supply services or exhibit the dwelling to prospective tenants. The landlord shall not abuse the right of access or use it to harass the tenant. The landlord may enter the dwelling without consent in the event of an emergency defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.