



OFFICE OF THE STAFF JUDGE ADVOCATE
101ST AIRBORNE DIVISION (AIR ASSAULT) AND FORT CAMPBELL
CLIENT SERVICES
(270) 798-0910/0918

EVICITION - TENNESSEE

Legal Procedures for Eviction. If there is a material noncompliance by the tenant with the rental agreement or a noncompliance materially affecting health and safety, a landlord may initiate eviction procedures. The Uniform Residential Landlord and Tenant Act (URLTA) establishes the legal procedures for eviction in Tennessee. In order to evict a tenant, the landlord must (1) give the tenant written notice; (2) take out a detainer warrant against the tenant; and (3) win a court order against the tenant. It is unlawful for a landlord to lock out a tenant, to throw him out himself, or cut off the heat, electricity, gas, or water to force the tenant to move. If a landlord tries this, the tenant should call the police.

Right to Written Notice. If a landlord wants to evict a tenant, he must first provide the tenant 30 days written notice of the termination of the lease. If there is no lease, the tenant can ask the renter to move at any time, as long as he provides written notice. However, the landlord need only give 14 day notice "if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months." If the tenant or someone on the premises with the tenant's consent threatens the health, safety, or welfare of other tenants or persons on the premises, the landlord may give the tenant just three days written notice. However, even with the short notice period under the "threat to health/safety" provision, the landlord must still go to court to proceed with an eviction. If the tenant waives¹ written notice, the landlord may proceed to file a detained warrant immediately upon breach of the agreement for failure to pay rent.

Right to Remedy. Even after providing the tenant written notice to vacate the premises, the tenant may be permitted to pay all past due rent, the cost of repairs, damages, late charges and any other costs incurred by the landlord in order to remain at the property under the lease. The landlord may inform the tenant that if he does not remedy the breach within 14 days of the 30 days written notice, the agreement shall terminate. However, if the tenant is behind in rent, the landlord may insist that the tenant vacates the premises. It is important to have this issue clear with the landlord whether he will allow the tenant to "pay and stay" or whether he insists the tenant leave, and also require payment of any amounts due.

Detainer Warrant. The second step a landlord must take after the notice period has ended is to take out a detainer warrant against the tenant. A detainer warrant is similar to a summons in that it directs the tenant to appear in court at a specific time and date. Should the tenant fail to appear in court, a default judgment will be entered against him. If you are a tenant in receipt of a detainer warrant, visit the Client Services Office for general advice on how to proceed. You may also consider hiring a private attorney to represent you in court. If you earn a very low monthly income, you may qualify for free legal representation by the Legal Aid Society of Middle Tennessee, 120 Franklin Street, Clarksville, Tennessee, (931) 552-6656 or 1-800-238-1443.

Court Order and Writ of Possession. The third step a landlord must take is to obtain a Writ of Possession from the court clerk where judgment was entered. If the tenant loses in court, the court order is not final until 10 days after the court date, and he cannot be put out during those 10 days. If

¹ The tenant's waiver shall be included in the rental agreement, and shall be set out in 12 point bold font or larger.

the tenant does not move out or appeal by the end of the 10 days, the landlord can get a Writ of Possession, which gives the Sheriff's Department the right to put the tenant and his belongings out on the street.

Delayed Eviction under SCRA. The Servicemembers Civil Relief Act (SCRA) offers active duty servicemembers and their dependents additional protections from eviction for nonpayment of rent. Unless there is a court order, a landlord may not evict a servicemember or his dependents if (1) the member is on active duty; (2) the premises is occupied or intended to be occupied primarily as a residence; and (3) the monthly rent does not exceed \$3,217.81.² Once the court receives an application to evict an active servicemember, the court will decide if the servicemember's ability to pay the rent is materially affected by military service. If so, the judge will stay the eviction for a period of 90 days unless he thinks a longer or shorter period is needed. The judge may also adjust the obligation under the lease to preserve the interest of all parties.

More Information. Check the current URLTA at <http://law.justia.com/codes/tennessee/2010/title-66/chapter-28/>. For Legal Aid's brochure about renter rights and duties, see <http://www.vanderbilt.edu/iss/wp-content/uploads/RightsAsARenter.pdf>. Tennessee Division of Consumer Affairs provides free mediation services for complaints related to URLTA. Call the consumer hotline at (615) 741-4737, or file the complaint form at <http://www.tn.gov/commerce/topic/consumer-file-a-consumer-complaint>. Contact the Fort Campbell Client Services Office, Building 2765 Tennessee Ave, at 29th Street, (270) 798-0910/0918, or book an appointment with an attorney at www.sjaclientservices0366.setmore.com.

² 2014 amount; see the Consumer Price Index at <http://www.bls.gov/cpi/tables.htm>.