

SENATE BILL 737

By Tate

AN ACT to amend Tennessee Code Annotated, Title 36,
Chapter 3, Part 6 and Title 66, relative to
residential leases and rental agreements.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 66, Chapter 7, Part 1, is amended by adding the following language as new sections:

66-7-111.

(a) As used in this section, unless the context otherwise requires, "household member" means a member of the tenant's family who lives in the same household as the tenant.

(b)

(1) A tenant who meets the requirements established in this subsection (b) shall have the right to terminate a residential rental agreement or lease agreement entered into or renewed on or after July 1, 2013, upon the tenant providing the landlord with written notice stating that the tenant or a household member is the victim of domestic abuse, sexual assault, or stalking as defined in § 36-3-601. In order for a tenant to terminate the tenant's rights and obligations under the rental agreement and vacate the dwelling without liability for future rent and early termination penalties or fees, the tenant shall provide the landlord with:

(A) Written notice requesting release from the rental agreement;

(B) A mutually agreed on release date within the next thirty (30)

days from the date of the written notice; and

(C) Any one of the following:

(i) A copy of a valid order of protection issued or extended pursuant to § 36-3-605 following a hearing at which the court found by a preponderance of the evidence that the tenant or household member is a victim of domestic abuse, sexual assault, or stalking; or

(ii) A written report from a domestic abuse shelter, sexual assault center, or child abuse agency, signed by the agency director or other authorized official, stating that the tenant or household member is receiving services provided to victims of domestic abuse, sexual assault, or stalking along with a safety plan recommending the relocation.

(2) Any documentation the tenant offers in support of the termination request shall be dated no more than sixty (60) days prior to the tenant's notice to the landlord.

(3)

(A) Unless otherwise required by law or a court of competent jurisdiction, no landlord shall reveal any identifying information concerning a tenant who has terminated a lease pursuant to this subsection without the written consent of the victim.

(B) As used in this subdivision (b)(3) "identifying information" means the home and work addresses and telephone numbers, social security number, and any other information that could reasonably be used to locate the whereabouts of the former tenant.

(4) The tenant shall vacate the premises within thirty (30) days of giving notice to the landlord or at such other time as may be agreed upon by the landlord and the tenant.

(c) A tenant terminating the rental agreement pursuant to this section is responsible for:

- (1) The rent payment for the full month in which the tenancy terminates;
- (2) An additional amount equal to one (1) month's rent; and
- (3) Any previous obligations outstanding on the termination date.

(d) Nothing in this section shall be construed to:

(1) Release other parties to the rental or lease agreement from their obligations under such agreement;

(2) Authorize the landlord to terminate the tenancy and cause the eviction of a residential tenant solely because the tenant is a victim of domestic abuse, sexual assault, or stalking; or

(3) Authorize the landlord or tenant, by agreement, to waive or modify any of the provisions of this section.

66-7-112.

(a) As used in this section, "perpetrator" means an individual who:

(1) Has been convicted of domestic abuse, as defined in § 36-3-601, a sexual offense, as defined in § 40-39-202, or stalking, as defined in § 39-17-315; or

(2) For purposes of a protection order, has been determined to have committed domestic abuse, as defined in § 36-3-601, a sexual offense, as defined in § 40-39-202, or stalking, as defined in § 39-17-315.

(b) A perpetrator who is a tenant and who is excluded from a dwelling unit under a court order remains liable under the lease with other tenants of the dwelling unit for rent and for the cost of damages to the dwelling unit.

SECTION 2. Tennessee Code Annotated, Title 66, Chapter 28, Part 2, is amended by adding the following language as new sections:

66-28-205. The requirements of § 66-7-111 shall apply to rental agreements that are subject to the requirements of this chapter.

66-28-206. The requirements of § 66-7-112 shall apply to rental agreements that are subject to the requirements of this chapter.

SECTION 3. This act shall take effect July 1, 2013, the public welfare requiring it and shall apply to any rental agreement or lease entered into or renewed on or after such date.