

SENATE BILL 2325

By Kyle

AN ACT to amend Tennessee Code Annotated, Title 36, Chapter 3; Title 39; Title 40 and Title 66, relative to residential rental and lease 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:

(1) "Domestic abuse victim" has the same meaning as defined in § 36-3-601;

(2) "Household member" means a member of the tenant's family who lives in the same household as the tenant;

(3) "Sexual assault victim" has the same meaning as defined in § 36-3-601; and

(4) "Stalking victim" has the same meaning as defined in § 36-3-601.

(b)

(1) A tenant who meets the requirements established in this subsection (b) has the right to terminate a residential rental or lease agreement entered into or renewed on or after July 1, 2015, upon the tenant providing the landlord with written notice stating that the tenant or a household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or a child. In order for a tenant to terminate the tenant's rights and obligations under the rental or lease 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 or lease agreement;

(B) A mutually agreed upon release date within the next thirty (30) days from the date of the written notice; and

(C) Any one (1) 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 domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or a child; or

(ii) A written report from a domestic abuse or domestic violence shelter, rape crisis center, family safety center, or child abuse agency, signed by the director or another authorized official of the shelter, center, or agency, stating that the tenant or household member is receiving services provided to domestic abuse victims, sexual assault victims, or stalking victims, regardless of whether the victim is an adult or a child, along with a safety plan recommending 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 rental or lease agreement pursuant to this subsection (b) without the written consent of the tenant.

(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 former tenant or household member.

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

(c) A tenant terminating the rental or lease 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 any obligation under the rental or lease agreement;
- (2) Authorize the landlord to terminate the tenancy and cause the eviction of a residential tenant solely because the tenant or a household member is a domestic abuse victim, sexual assault victim, or stalking victim, regardless of whether the victim is an adult or a child; or
- (3) Authorize the landlord or tenant, by agreement, to waive or modify any provision of this section.

66-7-112.

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

(1) Has been convicted of:

(A) Domestic abuse, as defined in § 36-3-601, of an adult or a child;

(B) A sexual offense or violent sexual offense, as defined in § 40-39-202, against an adult or a child; or

(C) Any stalking offense, as defined in § 39-17-315, against an adult or a child; or

(2) For purposes of an order of protection, has been determined to have committed:

(A) Domestic abuse, as defined in § 36-3-601, of an adult or a child;

(B) A sexual offense or violent sexual offense, as defined in § 40-39-202, against an adult or a child; or

(C) Any stalking offense, as defined in § 39-17-315, against an adult or a child.

(b) A perpetrator who is a tenant and who is excluded from a dwelling unit under a court order remains liable under the rental or lease agreement 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 apply to rental agreements subject to this chapter.

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

SECTION 3. Tennessee Code Annotated, Section 36-3-606(a)(11), is amended by deleting the language “Nothing in this subdivision” and substituting instead the language “Except as provided in § 66-7-111, nothing in this subdivision”.

SECTION 4. This act shall take effect July 1, 2015, the public welfare requiring it, and shall apply to any rental or lease agreement entered into or renewed on or after that date.