



TO: Residential Owners and Managers

FROM: Michael King (865) 525-0880 mjk@painebickers.com

SUBJECT: Tennessee Eviction Procedures & Notices (**URLTA**)

DATE: October 1, 2018

As part of our representation of your property, we have enclosed a complimentary package of notices for your use. Because of the location of your property, the Uniform Residential Landlord and Tenant Act (“URLTA”) governs the relationship between you and your tenant. We recommend using these notices of default unless your lease requires a longer time for lease terminations. Please note:

Exhibits 1-5 Apply to Conventional Units

Exhibit 6 Applies to BOTH Conventional and Subsidized Units

Exhibit 7-10 Apply to Subsidized Units

While this package is intended to assist you in drafting termination notices, it is not a substitute for legal advice. Before issuing a notice of default to any tenant, it is important to not only be familiar with the law, but also with the terms and conditions of your lease agreement. If you have any questions about an eviction or use of these notices, please feel free to call our office. Please be advised that while the lease agreement may expand a tenant’s rights under Tennessee law, lease provisions that are in conflict with the URLTA will *not* be enforced by the courts.

There are four types of default notices available to landlords under the URLTA:

- 14 day notice for curable defaults remediable by the payment of money;
- 7 day notice for repeated curable defaults;
- 14 day notice for non-curable defaults; and
- 3 day notice for violence or threats to health, safety or welfare or for hazardous or unsanitary conditions.

When considering the type of notice to issue to a tenant, please do not hesitate to contact us for advice. If you desire, we can draft the notice for your signature or issue the notice on our letterhead.

I. 14 DAY NOTICE FOR DEFAULTS CURABLE BY THE PAYMENT OF MONEY

Curable defaults are those that may be remedied by the tenant with the payment of money such as failure to pay rent or minor damage to the unit. This type of notice can also be used where the landlord desires to issue a warning regarding the tenant's conduct, but does not want to begin the eviction process. **Note to conventional properties: Do not use this notice for late rent payments if your lease waives notice for nonpayment.** To be enforceable, the waiver must be expressly set forth in the lease agreement in 12 point bold font or larger print. Please be advised that waiver provisions are not enforceable when the tenant is receiving federal subsidies under any HUD program. **Exhibit '7' should be used by subsidized properties where the tenant has failed to pay rent.**

The tenant has 14 days from receipt of the notice to cure the default or the lease terminates. Normally, the tenant will cure the default by paying the money owed to the landlord. Some properties use 14 day curable notices where a tenant engages in minor misconduct, but the landlord does not want to terminate the lease. In those cases, the tenant is required to correct his/her conduct and they must demonstrate that they have conformed their behavior within the fourteen day period. However, even if the tenant cures the default within the 14 day period, if the tenant commits the same violation within six months, the landlord may issue a 7 day notice of termination.

A proper 14 day notice for curable defaults under Tennessee law will include all of the following:

- A description of the acts and omissions that constitute the breach of the lease. This should include the date or dates that the acts occurred;
- Notice that the tenant has 14 days within which to cure the breach;
- Notice that if the tenant fails to cure the breach within 14 days, the lease will terminate; and
- Notice that if the tenant commits the same breach within six months, the lease will be terminated.

The letter also needs to include language indicating that the tenant has the right to discuss the notice with management and the right to defend against an eviction action in court. [For subsidized properties, the notice must advise the tenant has ten (10) days to meet with management to discuss this letter.]

Please see **Exhibit '1' (Conventional) or Exhibit '7' (Subsidized)** attached hereto as examples of a 14 day notice for curable defaults.

II. 7 DAY NOTICES FOR REPEATED CURABLE DEFAULTS

The second type of default notice available to landlords under the URLTA is the 7 day notice. A 7 day notice is used after a tenant has received a 14 day notice for a curable default and the tenant commits the same breach within six (6) months of the prior notice. The tenant is not given the right to cure this violation.

A proper 7 day notice under Tennessee law will include all of the following:

- A description of the act and/or omission that constitutes the most recent breach of the lease. This should include the date or dates that the act(s) occurred;
- Reference to the prior violation;
- Notice that the lease will terminate 7 days from the date of the notice; and
- Notice that if the tenant fails to vacate the unit within 7 days, legal proceedings will begin.

The notice should include language indicating that the tenant has the right to discuss the notice with management and the right to defend against an eviction action in court. Finally, for subsidized properties or properties accepting HUD vouchers, the notice must state that the tenant has a right to meet with management within ten (10) days to discuss the eviction.

Please see **Exhibit '2' (Conventional) or Exhibit '8' (subsidized)** attached hereto as an example of a 7 day notice for repeated curable violations.

III. 14 DAY NOTICES FOR NON-CURABLE DEFAULTS

The third type of default notice available to landlords under the URLTA is the 14 day notice for non-curable defaults. A 14 day notice for non-curable defaults terminates the lease and does not provide the tenant an opportunity to cure the default. The notice states that the lease will terminate 14 days from the date of the notice.

Examples of non-curable defaults include housekeeping, noise violations, and minor non-violent criminal conduct of tenants or guests on the premises. Some drug possession offenses also fit in this category.

A proper 14 day termination notice under Tennessee law will include all of the following:

- A description of the acts and omissions that constitute the breach of the lease, including the dates the acts occurred;
- Notice that the lease will terminate 14 days from the date of the notice; and
- Notice that if the tenant fails to vacate the unit within 14 days, legal proceedings will begin.

Additionally, include language indicating that the tenant has the right to discuss the notice with management and the right to defend against an eviction in court. Finally, for subsidized properties or properties accepting HUD vouchers, the notice must state that the tenant has a right to meet with management within ten (10) days to discuss the eviction.

Please see **Exhibit '3' (Conventional) or Exhibit '9' (Subsidized)** attached hereto as an example of a 14 day notice for non-curable lease violations.

IV. 3 DAY EVICTION NOTICES FOR THREATS TO HEALTH, SAFETY AND WELFARE

The final type of default notice to tenants under the URLTA is the 3 day termination notice for violence or threats to health, safety or welfare of persons or property. The 3 day notice provides that the lease will terminate on the third day following delivery of the notice to the tenant. There is no opportunity for the tenant to cure a 3 day default.

The 3 day termination is reserved for those lease violations that pose serious and immediate threats to people or property. The statute specifically states that a three day letter can be given when a tenant or any other person on the premises with a tenant's consent:

- (1) Willfully or intentionally commits a violent act;
- (2) Behaves in a manner which constitutes or threatens to be a real or present danger to the health, safety or welfare of the life or property of other tenants or persons on the premises;
- (3) Creates a hazardous or unsanitary condition on the property that affects the health, safety, or welfare or the life or property of other tenants or persons on the premises.

Examples of 3 day violations include use or brandishing of a deadly weapon on the premises; assaults; threats of violence to management, staff or tenants; commission of violent crimes on or off the property; sale of drugs; starting fires in the unit; and extreme unsanitary conditions. Due to the very short time frame of this termination notice, the courts are hesitant to enforce a 3 day notice of termination except in the most egregious of situations. If a court should find the 3 day termination notice invalid and was given by the landlord willfully and not in good faith, the tenant may recover actual damage and attorneys fees. *Accordingly, we suggest that you call our office to discuss situations that you believe require a 3 day notice.*

A proper 3 day termination notice under Tennessee law will include all of the following:

- A description of the acts and omissions that constitute the breach of the lease;
- Notice that the lease will terminate three days from the date the tenant received the notice; and
- Notice that if the tenant fails to vacate the unit within three days, legal proceedings will begin.

Please see **Exhibit '4' (Conventional) or Exhibit '10' (Subsidized)** attached hereto as an example of a 3 day notice for threats to health, safety and welfare.

The 3 day termination notice does not relieve the landlord of its duty to obtain a judgment for possession of the premises from the court before taking back the unit. Therefore, if the tenant fails to vacate the unit within the time limit, the landlord must still file a detainer warrant and obtain a judgment from the court. A recent change to Tennessee law impacts the issuance of 3 day notices in cases of domestic violence. In certain cases, the

landlord may only evict the perpetrator and may not evict the victim. In any case involving domestic violence, please consult our office prior to issuing the default notice.

For subsidized properties, the federal Violence Against Women Act (VAWA) places similar restrictions on evictions based on domestic violence. Once again, contact our office regarding evictions related to domestic violence.

V. SUPPLEMENTAL NOTICES

Tenants may commit further lease violations while the 14 day time period is running. When a tenant under eviction commits additional lease violations, it is important to provide the tenant with proper notice of these additional defaults so that the landlord can proceed against the tenant for all breaches of the lease at trial. However, specific language is absolutely necessary so that the subsequent notices do not void the original notice. A subsequent notice may extend the time in which a tenant has to vacate the premises or render the original termination notice null and void. For example, if the landlord has already given a 14 day notice of termination, the landlord should not issue a second 14 day notice of termination for the new violation.

VI. OTHER NOTICES

In addition to the termination notices set forth above, there are additional notices that may be used in a nonpayment of rent or abandonment situation.

- A. Nonpayment of Rent – Attached as **Exhibit ‘5’ (Conventional)** is a sample ‘Nonpayment of Rent Notice.’ **This notice can only be used by conventional properties, and is not sufficient for apartments that fall within the purview of the HUD rules for subsidized housing.** While this notice is not required, I suggest the use of such a notice on the first day that rent is late in order to give the tenant the opportunity to get caught up on their payments. This is normally cheaper than turning it over immediately to an attorney for collection.

In a subsidized housing setting, a 14 day curable letter (as set forth in Exhibit ‘7’) should be sent to the tenant on the first day rent is late. This begins the clock for the possible eviction. By delaying the service of a 14 day curable letter, it further delays the eviction should the tenant elect not to pay.

- B. Abandonment – There are two types of abandonment under the URLTA. First, there is a presumption of abandonment after the tenant’s unexplained or extended absence of thirty (30) days or more without the payment of rent. This type of abandonment is very difficult to prove. Accordingly, I normally do not recommend treating a unit as abandoned under these circumstances. The Act also permits the landlord to treat the apartment abandoned as follows:

The tenant’s nonpayment of rent for fifteen (15) days past the rental due date, *together with other reasonable factual circumstances indicating the tenant has permanently vacated the premises*, including, but not limited to, the removal by the tenant of substantially all the tenant’s possessions and personal effects from the premises, or the

tenant's voluntary termination of utility service to the premises, shall also be *prima facie* evidence of abandonment.

For a fifteen (15) day abandonment, a very specific notice must be provided to the tenant. This letter must be posted on the door and also sent to the tenant by regular mail at the rental premises address. A copy of the abandonment notice that needs to be sent is found at **Exhibit '6.'** (BOTH) The notice must provide the following:

- Notice to the tenant that landlord intends to re-enter and take possession of the premises unless the tenant contacts management within ten (10) days of the date of the notice;
- If the tenant does not reclaim the possessions and personal effects within thirty (30) days, the landlord will dispose of the possessions and personal effects.
- If, after removal, the tenant does not reclaim the possessions and personal effects within ten (10) days, the landlord will dispose the possessions and personal effects.
- The name and address, as well as a telephone number by which management can be contacted.

VII. SERVING THE TENANT NOTICE

The tenant must be served the notice in accordance with the manner set forth in the lease and under Tennessee law. The letter must be signed by a representative of the landlord. The signature may be in ink or electronic. **Always** hand-deliver a copy of the notice to the unit. If the tenant is not present, place the notice in an envelope and affix it to the door or slide it under the door. The date and time that the letter was hand-delivered should be noted in the file. A copy of the letter must also be retained. In addition, mail a copy of the letter to the tenant. In most cases, the lease will set forth the manner the notice is mailed (i.e. regular, certified, etc.). If the lease requires certified or registered mail, the letter should be sent via both regular mail **and** in the manner set forth in the lease.

Under the URLTA, if the tenant agrees, the notice may be sent via electronic mail. Print out a copy of the email sending the termination letter which includes the time and date sent. At court, you must prove the email was sent to the email address requested by the tenant.

I hope you find this summary of Tennessee law and examples of the various notices helpful. Please feel free to contact our office with questions regarding any of these notices. We will be happy to assist you in drafting notices or reviewing notices that you have drafted.

EXHIBIT 1 – CONVENTIONAL HOUSING

EXAMPLE OF 14 DAY NOTICE FOR CURABLE VIOLATION

APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE

DATE

VIA HAND DELIVERY
AND U.S. MAIL

Tenant Name(s)
Address
Apartment Number
City, State, Zip

Re: 14 Day Notice of Conditional Termination of Lease

Dear (Tenant Name/s):

This notice is being sent to you pursuant to the terms of your lease and the Tennessee Uniform Residential Landlord and Tenant Act (“URLTA”), T.C.A. §66-28-505 “*Noncompliance by Tenant.*” You are in breach of your obligations under the URLTA and the lease agreement for the following reason(s):

- | | |
|---------------------------|---------------------------------------------------------------|
| _____ Failure to Pay rent | _____ Housekeeping |
| _____ Excessive Noise | _____ Unauthorized Person / Guest |
| _____ Damage to Property | _____ Disturbing / Harassing other
Persons on the Property |

Other Reason: _____

Specifically, *on October 1, 2018 an inspection of your apartment revealed excessive damage to the apartment unit beyond normal wear and tear. You now owe \$ _____ for repairs made to the unit.*

As a result of these violations of your lease agreement, your rental agreement will terminate on the 14th day following your receipt of this notice, unless you pay \$ _____ for the damage to your unit within 14 day of receipt of this notice, and if no further incidents or conditions of these types occur within the next six months.

Accordingly, you have 14 days to pay \$ _____ for the damages and cure the violation. In addition, you must schedule an appointment with management within the next 14 days to verify compliance with this notice, and ensure that the breaches of the lease have ceased. Otherwise, your lease will terminate on (insert date), and legal proceedings will be brought to evict you. You have the right to discuss this notice with management. If an eviction is brought, you have the right to defend against eviction in court.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Should you have any questions, please contact the undersigned.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 2 – CONVENTIONAL HOUSING

EXAMPLE OF 7 DAY NOTICE FOR REPEATED CURABLE VIOLATIONS

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

DATE

VIA HAND DELIVERY

AND U.S. MAIL

Tenant Name(s)

Address

Apartment Number

City, State, Zip

Re: 7 Day Notice of Termination of Lease for Repeat Lease Violation

Dear (Tenant Name/s):

This notice is being delivered to you pursuant to the terms of your lease and the provisions of the Tennessee Uniform Residential Landlord and Tenant Act (“URLTA”), T.C.A. §66-28-505 “*Noncompliance by Tenant.*” You are in breach of your obligations under the URLTA and the lease agreement for the following reason(s):

_____ Failure to Pay rent

_____ Housekeeping

_____ Excessive Noise

_____ Unauthorized Person / Guest

_____ Damage to Property

_____ Disturbing / Harassing other
Persons on the Property

Other Reason: _____

Specifically, *you have been repeatedly warned about excessive noise. Most recently, on October 1, 2018 at 2:00 a.m. you were playing your stereo loud enough for your neighbors to hear. You received a prior notice dated August 1, 2018 (copy enclosed) for this violation.*

As a result of your repeated failure to cure this lease violation, your Lease will terminate on the 7th day following your receipt of this Notice. For compliance with this Notice, you must vacate your apartment, arrange for a move-out inspection with management, and turn in your keys within the next 7 days. Otherwise, your lease will terminate on (insert date), and legal proceedings will be brought to evict you.

You will continue to be liable for the payment of rent until you vacate the apartment and return possession to management.

You have the right to defend against eviction proceedings in court. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 3 – CONVENTIONAL HOUSING

EXAMPLE OF 14 DAY NOTICE FOR NON-CURABLE LEASE VIOLATIONS.

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

DATE

VIA HAND DELIVERY

AND U.S. MAIL

Tenant Name(s)

Address

Apartment Number

City, State, Zip

Re: 14 Day Notice of Termination of Lease

Dear (Tenant Name/s):

This is to notify you that your lease is terminated effective in fourteen (14) days following delivery of this letter to you, pursuant to the Uniform Residential Landlord and Tenant Act (“URLTA”) T.C.A. §66-28-505, “*Noncompliance By Tenant.*” You are in breach of your obligations under the URLTA and the lease agreement for the following reason(s):

_____ Criminal Activity

_____ Drugs / Drug Related Activity

_____ Housekeeping

_____ Unauthorized Person / Guest

_____ Destruction of Property

_____ Disturbing / Harassing other
Persons on the Property

_____ Excessive Noise

_____ Fraud

Other Reason: _____

Specifically, *this termination is based on the condition of your apartment and your failed apartment inspection on or about October 1, 2018 (pictures attached).*

As a result of this serious and non-curable violation, your lease will terminate fourteen (14) days from the delivery of this notice. Accordingly, if you have not totally vacated your apartment with no damage to the unit, and returned keys to management by 5:00 P.M. on (insert date), legal proceedings will begin immediately to evict you.

If an eviction is brought you have the right to defend against it in court. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 4 – CONVENTIONAL HOUSING

EXAMPLE OF 3 DAY NOTICE FOR THREATS TO HEALTH, SAFETY & WELFARE

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

DATE

VIA HAND DELIVERY

AND U.S. MAIL

Tenant Name(s)

Address

Apartment Number

City, State, Zip

Re: 3 Day Notice of Termination of Lease

Dear (Tenant Name/s):

This letter is to notify you that your lease is terminated effective at the end of the third (3rd) day following delivery of this notice to you, pursuant to the terms of your Lease and the Uniform Residential Landlord & Tenant Act (“URLTA”) T.C.A. §66-28-517, “*Termination by landlord for violence or threats to health, safety, or welfare of persons or property.*” You are in breach of your obligations under the URLTA and your lease for the following reasons:

_____ Drugs/Drug Related Activity

_____ Threats

_____ Assault

_____ Destruction of Property

_____ Criminal Activity

_____ Unsanitary Conditions

Specifically, ***this termination is based on your discharge of a firearm from the balcony of your apartment on or about October 1, 2018.***

Accordingly, if you have not totally vacated your apartment with no damage to the unit and returned the keys to management by 5:00 p.m. on (insert date), legal proceedings will begin immediately to evict you. You have the right to discuss this notice with management and the right to defend against eviction proceedings in Court.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 5 – CONVENTIONAL HOUSING

EXAMPLE OF A ‘NONPAYMENT OF RENT NOTICE’

APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE

(DATE)

VIA HAND DELIVERY
AND U.S. MAIL

Tenant Name(s)
Address
Apartment Number
City, State, Zip

RE: Nonpayment of Rent Notice

Dear (Tenant Name/s):

This letter is to remind you that your monthly rental payment of \$ _____ was due on _____ . A late fee of \$ _____ (or _____ %) has now been applied to your account so that your total balance is \$ _____ .

Please be advised that if the total amount of \$ _____ is not paid by Insert Date, your delinquency will be turned over to an attorney for eviction proceedings. If this matter is turned over to an attorney, be advised that you are responsible for any attorney’s fees and costs. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

If you have any questions, please do not hesitate to contact management.

Very truly yours,

_____, Manager
XYZ Apartments

EXHIBIT 6 – (BOTH CONVENTIONAL AND SUBSIDIZED HOUSING)

EXAMPLE OF AN ‘ABANDONMENT NOTICE’

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

(DATE)

VIA HAND DELIVERY

AND U.S. MAIL

Tenant Name(s)

Address

Apartment Number

City, State, Zip

RE: Abandonment of Apartment

Dear (Tenant Name/s):

Your rent is at least 15 days past due and Management has reason to believe that you have abandoned the premises. Management intends to reenter and take possession of the premises unless you contact management within ten (10) days of the date shown above. If you do not contact management within the ten (10) day period, Management intends to remove any and all possessions and personal effects remaining in or on the premises and re-rent your apartment.

If you do not reclaim the possession of personal effects within thirty (30) days of Management taking possession of your possessions and personal effects, Management intends to dispose of your possessions and personal effects.

You may contact management at the telephone number and address listed above.

Very truly yours,

_____, Manager
XYZ Apartments

EXHIBIT 8 – SUBSIDIZED HOUSING

EXAMPLE OF 7 DAY NOTICE FOR REPEATED CURABLE VIOLATIONS

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

DATE

**VIA HAND DELIVERY
AND U.S. MAIL**

Tenant Name(s)

Address

Apartment Number

City, State, Zip

Re: 7 Day Notice of Termination of Lease and Repeat Lease Violation

Dear **(Tenant Name/s)**:

This notice is being delivered to you pursuant to the terms of your Lease and the provisions of the Tennessee Uniform Residential Landlord and Tenant Act (“URLTA”) T.C.A. §66-28-505, “*Noncompliance By Tenant.*” You are in breach of your lease agreement for the following reason(s):

- Non-Payment of Rent
- Non-Payment of Damage Charges
- Material Noncompliance With Terms of the Lease Agreement
- Material Failure to Carry Out Obligations Under the URLTA
- Criminal and/or Drug Related Activity
- Other Good Cause

Specifically, ***you have repeatedly been late in the payment of your rent. Most recently, on October 1, 2018, you were late in the payment of rent. You have received a prior notice dated August 1, 2018 (copy enclosed) for this violation.***

As a result of your repeated failure to cure this lease violation, your Lease will terminate on the 7th day following your receipt of this Notice. For compliance with this Notice, you must vacate your apartment, arrange for a move-out inspection with management and turn in your keys within the next 7 days. Otherwise, your lease will terminate on **(insert date)**, and legal proceedings will be brought to evict you.

You will continue to be liable for the payment of rent until you vacate the apartment and return possession to management. You have ten (10) days to meet with management to discuss this letter. You have the right to defend against eviction proceedings in court. All payments of rents after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 9 – SUBSIDIZED HOUSING

EXAMPLE OF 14 DAY NOTICE FOR NON-CURABLE LEASE VIOLATIONS

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

DATE

VIA HAND DELIVERY

AND U.S. MAIL

Tenant Name(s)

Address

Apartment Number

City, State, Zip

Re: 14 Day Notice of Termination of Lease

Dear (Tenant Name/s):

This is to notify you that your lease is terminated effective in fourteen (14) days following delivery of this letter to you, pursuant to the Uniform Residential Landlord and Tenant Act (“URLTA”) T.C.A. §66-28-505, “*Noncompliance By Tenant.*” You are in breach of your obligations under the URLTA and the lease agreement for the following reason(s):

- Non-Payment of Rent Non-Payment of Damage Charges
- Material Noncompliance With Terms of the Lease Agreement
- Material Failure to Carry Out Obligations Under the URLTA
- Criminal and/or Drug Related Activity
- Other Good Cause

Specifically, *this termination is based on the condition of your apartment and your failed apartment inspection on or about October 1, 2018 (pictures attached).*

As a result of this serious and non-curable violation, your lease will terminate fourteen (14) days from the delivery of this notice. Accordingly, if you have not totally vacated your apartment with no damage to the unit, and returned keys to management by 5:00 P.M. on (insert date), legal proceedings will begin immediately to evict you.

You have ten (10) days to meet with management to discuss this letter. If an eviction is brought you have the right to defend against it in court. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 10 – SUBSIDIZED HOUSING

EXAMPLE OF 3 DAY NOTICE FOR NON-CURABLE LEASE VIOLATIONS

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

DATE

VIA HAND DELIVERY

AND U.S. MAIL

Tenant Name(s)

Address

Apartment Number

City, State, Zip

Re: 3 Day Notice of Termination of Lease

Dear (Tenant Name/s):

This letter is to notify you that your lease is terminated effective at the end of the third (3rd) day following delivery of this notice to you, pursuant to the Uniform Residential Landlord and Tenant Act (“URLTA”), T.C.A. § 66-28-517 and the Lease, “*Termination by landlord for violence or threats to health, safety, or welfare of persons or property.*” You are in violation of your lease agreement for the following reason(s):

_____ Drugs/Drug Related Activity

_____ Threats

_____ Assault

_____ Destruction of Property

_____ Criminal Activity

_____ Unsanitary Conditions

Specifically, *this termination is based on your discharge of a firearm from the balcony of your apartment on or about October 1, 2018.*

Accordingly, if you have not totally vacated your apartment with no damage to the unit and returned the keys to management by 5:00 p.m. on (insert date), legal proceedings will begin immediately to evict you. You have the right to discuss this Notice with management and the right to defend against eviction proceedings in Court.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager

XYZ Apartments